**INSTRUCTIONS TO TENDERERS**

Your tender should be returned in accordance with the full requirements of the enclosed documents.

Your tender should be submitted on the Form of Tender issued with the tender documents and should include a fully completed copy of the Contract Sum Analysis / Pricing Document that aligns with the Form of Tender. Tenders shall be completed without deletions, alterations or erasures. Any obvious errors in pricing or errors in arithmetic will be dealt with as stated in the Form of Tender.

Tender documents must be returned by not later than ***12.00 midday on Tuesday 10th March 2020*** to:

Robinson Low Francis LLP

7th Floor

1 Newhall Street

Birmingham

B3 3NH

For the Attention of Ian Davenport

Tender documents returned while addressed to the above are to be returned via the Delta eSourcing Tendering Portal.

***Late offers will not be considered.***

Information provided is for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own investigations regarding the accuracy of any such information and ascertain to their own satisfaction the nature of all conditions at the site. No responsibility will be accepted for any inaccurate information obtained by tenderers.

If the Contractor’s Proposals differ in any way from the Employer’s Requirements, then the Contractor is to refer immediately to the Employer’s Requirements which shall take precedence. Any programme and / or corresponding costs will be borne by the contractor.

The Tenderer is required to price the works within the parameters laid down in this document and offer a total fixed price (Guaranteed Maximum Price) for the Employer’s Requirements as detailed. The offer is to remain fixed for a period of up to 90 days post 9h September 2020. The Tenderer will be assumed to have studied carefully all the express and implied implications contained within this document and are to include in his tender any sum he considers necessary to provide a fully complete scheme.

The Tenderer’s tender sum is to include for all preliminaries required for the execution of the Contract.

**INSTRUCTIONS TO TENDERERS (CONT’D)**

The Tenderer is required to provide the following documentation within the tender return: -

1. Form of tender (Tender Document - Appendix No. 1)
2. Fully Completed Contract Sum Analysis (in the predetermined format included as separate MS Excel file – Tender Document - Section No. 3)
3. Method Statement for the Works
4. Technical Information (Carpet Data / Test House Certification)
5. Detailed Construction programme
6. Clarifications / Exclusions / Omissions
7. Supplementary information in support of tender submission.

Tenderers are encouraged to request clarification for any unclear or ambiguous points.

All tender clarifications must be submitted via the Delta eSourcing Tender portal. All answers to such queries will be circulated to all Tendering Contractors via the Portal on a tracked spreadsheet, with the exception of any commercially sensitive queries.

Site visits must be arranged by appointment with Lance Allan (01225 765072) Lance.Allan@trowbridge.gov.uk, who will arrange access at a suitable time and date.

Tenderers shall confirm to us, in writing, receipt of the Tender Documents. Should Tenderers find any omissions in the documentation, these should be indicated on the same acknowledgement letter; otherwise the Tenderer will be understood to have full documentation.

Our Client is working to the following proposed timescales:

1. Out To Tender 11th February 2020
2. Tender Return 10th March 2020
3. Tender Report 24th March 2020
4. Funding Partners Decision May / June 2020
5. Contract Award June / July2020
6. Contract Execution June / July 2020
7. Mobilisation Period TBC
8. Contract Commencement TBC
9. Contract Completion TBC

**GENERAL PRICING INSTRUCTIONS**:

The Contractor is to submit the following pricing documents with his tender: -

* **Completed Form of Tender** - Cost carried forward from Contract Sum Analysis excluding any optional prices provided.
* **Contract Sum Analysis** - A fully priced Contract Sum Analysis in the format included with the Tender Documents to reflect the Contractor’s Proposals. The items contained in the Contract Sum Analysis may not be exhaustive and the Contractor shall include any necessary additional items which may be required in order to complete the works in accordance with the Employer’s Requirements and Contractor’s Proposals. Costs relating to any items not priced will be deemed to be included elsewhere in the Contract Sum Analysis.
* The Contractor is to include all necessary design contingency/risk necessary to complete the works within his tender.
* **Preliminaries** - The Contractor shall price in full, the preliminaries and design fees section stating, where relevant, time and fixed related costs. The Contractor is to provide a build-up of the resources allowed within the preliminaries for management of the works and any other substantial items of a preliminaries nature.
* **Details of any cost options** - The Contractor’s tender price included in the Contract Sum Analysis and the Form of Tender should be fully compliant. The Contractor is invited to identify cost options separately in the section provided in the Contract Sum Analysis document. Prices for such options are not to be extended to the final summary or the form of tender. The Contractor, if he wishes, may submit such alternative proposals for consideration that depart from the Employer’s Requirement. Such proposals may include, alternative products/materials etc. Any such cost option shall be accompanied with sufficient detail to allow full evaluation. The Contractor shall liaise with the Employer’s Agent as appropriate during the tender period.

It is the Contractor’s specific responsibility to liaise closely with the Employer and his team to fully understand their requirements and to prepare a design that meets those requirements. The Contractor shall be assumed to have priced all associated risks within his tender.

The Employer and his representatives offer no guarantee that the lowest or any tender will be recommended for acceptance, or accepted, and will not be responsible for any costs incurred in the preparation of any tender.

Tenders will be evaluated both technically and financially. Tenderers are to note that an appointment will not necessarily be made on the basis of the lowest price, but it will be an important consideration (Refer to Appendix 8 for evaluation criteria).

The Contractor’s tender shall comply strictly with the Employer’s Requirements set out herein. Any proposal that departs from these requirements shall be clearly identified as options/alternatives for the Employer’s consideration. If the Contractor wishes to provide alternative products/materials to those identified within these requirements he must identify it within his proposals as options/alternatives.

The Contractor shall identify any changes to the Employer’s Requirements in his Proposals when he submits his tender. Any changes should only be provided as options for consideration and the requirements included herein are to form the basis of the Contractor’s priced tender submission. Any divergences found subsequent to the Contractor’s appointment will be dealt with in accordance with the Contract Conditions.

**GENERAL PRICING INSTRUCTIONS (CONT’D)**

The Contractor shall provide details of proposed manufacturers and products to be used for the works. Details to be provided should include all significant elements of works (where unspecified). Should the Contractor subsequently wish to change the specifications or such products, he may do so only by the written consent of the Employer’s Agent.

The Contractor shall be responsible for checking to ascertain the accuracy of all information contained within the Employer’s Requirements. The contractor shall be fully responsible for the design.

Following agreement of the Contract Sum, no further monetary adjustment will be allowable with the exception of Employer’s Instructions which may be given in accordance with the contract. No adjustment will be made to the Contract Sum for any unforeseen works once the contact sum has been agreed.

The Contractor shall allow for all associated risks (expressed or implied) in connection with the design, construction, completion and handover of a fully functional and operational facility.

The Contractor shall specifically note that information contained within the Employer’s Requirement identifies design intent. The Contractor shall allow and shall be fully responsible for all design and works necessary to deliver a fully functional and operational project which complies with the requirements herein. The Contractor shall make all appropriate allowances within his tender for risks associated with the design and construction of the project.

The Contractor is to include any Client provisional sums included within the Contract Sum Analysis and to include sums as directed for incidental costs overheads and profit. Figures are to be extended and included within the Contract Sum Analysis. The Contractor should not include any other Provisional Sums within his Tender without consent. The Contractor should allow for all preliminaries, attendance and management necessary in connection with Provisional Sums within his preliminaries. The percentage stated for incidental costs, overheads and profit shall be added to net sub­contractor costs for variations and the expenditure of Provisional Sums. For avoidance of doubt when calculating the cost against Provisional Sums/variations, any Main Contractors Discount shall be removed from the sub-contractors’ costs before the Contractor’s percentage for incidental costs, overheads and profit is applied.

# EMPLOYER’S REQUIREMENTS

These general requirements are to be read in conjunction with the preliminaries and all other documents contained within the Employer’s Requirements. Should any conflicts between documents become apparent the Contractor should seek guidance and clarification from the Employer’s Agent.

# GENERAL REQUIREMENTS

All works shall be carried out in a safe and workmanlike manner in accordance with appropriate legislation including the Health and Safety Act, Electricity Acts and the Gas Safety Regulations.

Nothing shown, contained or indicated on or within the above drawings, specification and general information issued by the Employer or his Agent will give rise to any responsibility or liability by the Employer or his Agents for the accuracy and adequacy of the said drawings, specification and other information. The Contractor shall examine and satisfy himself as to the accuracy thereof prior to submitting his tender.

No warranty is given by the Employer that the Employer’s Requirements comply with Statutory Requirements. The Contractor shall ensure that all statutory requirements are met and shall notify the Employer’s Agent immediately on it becoming apparent that there being discrepancy between Statutory Requirements and the Employer’s Requirements. On such notification, the Contractor should advise on appropriate adjustment/alteration required to comply with Statutory Requirements and shall implement such changes without delay (and without any change to the contract sum).

The Contractor shall ensure that:-

1. the Works are carefully designed and executed.
2. the design work, calculations, tests, inspections and the like are carried out to ensure that the whole of the works are executed and completed in a thorough and workmanlike manner, in full compliance with the current legislation applicable to the design, construction and the intended use of the premises.
3. all materials, products, components, workmanship and the like are suitable for the purpose of the Works and that they are strictly in accordance with the relevant provisions of the current Building Regulations, British Standard Institution’s documents, Codes of Practice and the like, Manufacturer’s instructions, good building practice, having full regard to ease of maintenance and low cost in use.

# GENERAL REQUIREMENTS

1. any design consultants appointed by the Contractor shall specify and approve materials for proposed use in the Works in accordance with the necessary design and performance criteria.
2. any design consultants appointed by the Contractor shall execute a Collateral Warranty agreement as set out within these documents.
3. the design life of the facility shall be in accordance with the AGP Framework Agreement and AGP Framework Warranty set out within the Employers Requirements.
4. where works are designed and carried out by Specialist Sub-Contractor’s and such design is independent of that provided by the Architect and/or Structural Engineer appointed by the Contractor, written approval and/or confirmation is obtained from such Specialist Sub-Contractors as to:-
   1. the overall fitness for purposes of the product and installation.
   2. their approval of the base(s) upon which their works are to be fixed and/or connected.
   3. their approval of any attachments, fixings and the like to and through their work and installation(s).

Obtain from such Specialist Sub-Contractor’s Warranty(s) that all designs and materials selected by such Specialist Sub-Contractors meet with the Contractor’s design criteria. Any such works shall be reviewed and commented on by the Contractor, Architect and/or engineer as appropriate and design consultants shall satisfy themselves to the suitability of such works.

Nothing shown or contained on the drawings referred to above shall limit or prejudice the

Contractor’s obligations and design warranty under the Conditions of Contract.

The Contractor shall provide appropriate certification, in writing from his design consultants, that the works have been generally executed in accordance with their design requirements. Such confirmation shall form part of the Handover information provided by the Contractor on/before Completion of the works.

The Contractor shall also certify that he has completed the works in accordance with the

Employer’s Requirements.

# GENERAL REQUIREMENTS

The Contractor shall prepare, without additional cost, all drawings, specifications, details and the like necessary to obtain all relevant approvals and for the satisfactory execution, supervision and completion of the Works by the Contractor; and for the monitoring of the contract by the Employer’s Agent.

The Contractor shall be fully responsible for the design (including all necessary design development) and co-ordination of all works both pre and post contract. The Contractor shall allow for all resources necessary for the complete design, supervision and construction of the works.

The Contractor shall be fully responsible for discharging all Pre-Construction or Pre-Use planning conditions stated within the Planning Consent relating to the AGP element of the works or other works detailed within the Employers Requirements. The Contractor shall be fully responsible for the design / technical elements for discharging the planning conditions and should include for co-ordination with the Employer for obtaining information from them to discharge any non-technical or design related planning conditions. The Contractor should allow for all necessary fee’s etc to discharge the planning conditions.

# PROJECT BRIEF

AGP Type New Build Community 3G AGP Football Pitch

AGP Size 106m x 70m Footprint (100m x 64m Playing Area)

AGP Surface Suitable for Football to achieve performance testing in accordance with the requirements of FIFA Quality Performance

Anticipated Usage 50+ hours per week (90 hours peak)

Level of Competition Grass roots / Community Groups / Youth & Adult Leagues and Training

Spectator Area 4m wide

Recesses 2Nr 30 x 3m and 4nr 7.5 x 2m goal recesses as detailed on the drawings

Fencing Twin bar 4.5m high perimeter fencing with 1.20m high spectator fencing rising to 2m behind goal recesses

Floodlighting New LED Floodlighting to provide more than 200 Lux with an average more than 0.6 uniformity as per FA Design Guidelines

Access Requirements Supplier to provide all necessary hardstanding’s to enable players / spectators to access the facility safely and in accordance with DDA requirements. Suppliers also to provide all necessary access for maintenance / emergency vehicles to access the facility.

Other Information All New Sports and ancillary equipment.

New Maintenance equipment and Storage Containers

KSI’s Supplier to allow within their programme for the STC to carry out KSI’s (Key Stage Inspections) in order to independently confirm the Supplier is constructing the facility in line with their Contractors Proposals / Design.

Performance Testing Supplier to allow within their programme for the STCMC to carry out the FIFA Quality Pitch Performance Test to new AGP surface before or on Practical Completion of the AGP

# EMPLOYER’S AGENT

The Contractor shall note that without prejudice to his contractual obligation, that the Employer’s Agent is responsible for using reasonable skill and care to ascertain that the Contractor’s Proposals and Contract Sum Analysis appear to meet the Employer’s Requirements.

The Contractor acknowledges the independence and obligations of the Employer’s Agent and he will ensure that his actions will not prejudice or frustrate those duties by concealment or non-co-operation.

# OTHER CONSULTANTS

The Contractor shall appoint other consultants as necessary in order for him to fully design and construct the works in accordance with the requirement set out within these documents.

All other consultants appointed by the Contractor shall provide services in line with the principles set out above and all shall execute a warranty in favour of the Employer for the design works undertaken.

The Contractor’s appointment of other consultants may include (but are not limited to):-

* 1. Design Consultants
  2. Acoustic consultants
  3. Ecological consultants
  4. Sustainability consultants (if required)
  5. Access consultants
  6. Renewable energy consultant (if required)
  7. EPC assessors
  8. Fire Engineer Consultants
  9. Any further survey/investigation consultancy
  10. Building control

The Contractor shall provide on request, company profile(s) of the chosen organisation(s) of all other consultants together with CV’s of the designated person(s) who are intended to be used for the project.

# DESIGN CO-ORDINATION

The Contractor shall be responsible for design co-ordination and implementation of procedures to ensure that design is fully developed and commented on before works are undertaken on site.

To facilitate design co-ordination, the Contractor is to hold meetings with the Employer and will record status and/or completion of milestone events, design changes and the involvement of the Contractor’s design consultants in resolving such matters and the updating of "As Built” records.

# DESIGN CO-ORDINATION

Whilst the Contractor himself may or may not be directly preparing drawings, specifications and construction details, he must ensure:-

1. Roles and responsibilities of the various designers are clearly set out and defined and adequately cover all works required.
2. Designs are capable of safe, efficient and economic construction and achieve a low maintenance solution.
3. Design information is adequate for construction.
4. Works have been designed in accordance with the Employer’s Requirements and Contractor’s Proposals.
5. Design works are being released in sufficient time for the Employer’s

comment procedure set out within the Employer’s Requirements.

1. Drawings are coordinated between disciplines before their issue to the

Employer’s team for final comments.

1. Designs must allow space and/or provision for items to be designed fully at a later stage: and subsequent construction. Examples of this are heating appliances, electrical services provisions, services risers and plantrooms etc.
2. Design works carried out comply with CDM regulations and that appropriate design risk assessments are undertaken.
3. Ensure that sub-contractor design information is fully coordinated with his design team information

The Contractor should select a ‘lead designer’ and ensure that adequate procedures are in place to ensure effective change management of the design and he shall ensure that procedures are followed.

The Contractor shall be fully responsible for the design of the project and the development of the same from the Employers Requirements identified herein. The contractor shall be responsible for the coordination of all works including design works and shall allow all time/costs necessary to ensure design information is fully coordinated between his designers and sub-contractors. The Contractor shall make appropriate allowances within his tender for all necessary design development in order to provide a fully functional and operational project.

All drawings issued to the Employers team for comment MUST have all changes from the previous revision CLOUDED with supporting text to communicate the changes/s made. Any drawings that do not accurately cloud changes will be returned by the Employer /s monitoring team to the Contractor so the changes can be annotated as described without any detriment or impact on the cost or project programme.

# ASSESSMENT OF TENDERS

The tendering method will be the Single Stage competitive tender in accordance with the

JCT Tendering Practice Note 2017 Alternative 2.

If errors are found within the pricing, such errors will be reported to the Contractor who may, at his sole discretion, either stand by his price or withdraw his tender. If the Contractor confirms his tender, then suitable adjustments shall be made to the pricing by agreement in order to maintain the tender amount.

The selection of the successful Contractor will be made by the Employer on the basis of

overall "value for money”.

Tender shall be evaluated technically as well as financially. Please refer to Appendix 8 – Tender Evaluation Criteria in the Employers Requirements.

# LEGISLATION AND MANDATORY REQUIREMENTS

Contractors shall take account of all statutory legislation.

In the event of irreconcilable conflict between legislation and requirements identified herein, the Contractor shall notify the Employer immediately in writing, stating:

1. Details of the conflict
2. Options available and implications arising

Any divergence from compliance with regulation must not be implemented unless sanctioned in writing by the Employer.

# CONTRACT DOCUMENTS

The Contract Documentation, in addition to the form of contract and contract amendments, will comprise:-

1. The Employer’s Requirements
2. The Contractor’s Proposals, including
   1. the drawings and details referred to in the Employer’s Requirements.
   2. any drawings, specifications and details referred to in Contractor’s

Proposals.

* 1. Collateral Warranties completed by each of the Contractor’s design

Consultants and sub-contractors with design responsibility.

* 1. provision of a proposal for the surety bond and parent company guarantee.
  2. list of proposed suppliers, materials and goods, as well as a list of subcontracting firms.
  3. all information included requested in the ITT.
  4. Contractors proposed programme

1. Contract Sum Analysis
2. Written confirmation that the Contractor’s Proposal comply with the Employer’s

Requirements.

1. Insurance policies in respect of insurances required by the conditions of the contract.
2. Schedule of tender correspondence and minutes of meetings

# MATERIALS, GOODS AND WORKMANSHIP

Materials, goods and workmanship shall be of a quality and standard satisfactory for the work described and for its intended use and shall conform to good building practice and the latest amendment and edition of the relevant British Standard or Code of Practice where appropriate. Use and/or fix proprietary brands or makes in accordance with the Manufacturer’s printed instructions/recommendations, including Agreement Board Certificates where applicable. No products containing Asbestos are to be used. Where such are required by Manufacturer’s recommendations, obtain an alternative recommendation.

# SAMPLES

The Contractor shall provide samples of materials or goods intended to be used in the Works, without charge, for inspection and assessment of technical performance and appearance by the Employer’s Agent / Project Manager, including literature providing technical and performance data when and if requested.

# FEES AND COSTS

Include for all fees and costs in respect of the Works. Exclude only those costs incurred by the Employer in respect of the monitoring duties carried out by his Employers Agent (FMC) and the STC. Without prejudice to the generality of this requirement include for all fees and costs incurred in:-

1. the preparation of the tender, the compilation of the Contractor’s Proposals and the execution of the formal Contract with the Employer;
2. the preparation of drawings, information and the like necessary for the proper supervision and completion, snagging, testing and commissioning and handing over of the Works, and providing copies to the Employer;
3. obtaining all necessary approvals, agreements and the like for the proper supervision and completion of the Works;
4. Discharge of building regulations requirements and complying with conditions. Obtaining building regulations completion certificate.
5. co-ordination and management of the design process, carrying out Contractors snagging
6. carrying out the Contractors duty of Principal Contractor under the CDM regulations. Carrying out/ensuring the design is prepared in accordance with CDM requirements. Preparing the Building manuals and the Construction Phase Health and Safety Manuals. Co-ordinating requirements with the CDM coordinator and the Employer.

# SITE BOUNDARIES

The Contractor shall develop and include in his tender detailed site management proposals.

Prepare a schedule of condition of all boundaries, adjacent buildings, trees, surrounding roads and footpaths prior to commencement of the Works, provide record photographs and agree with adjoining owners and/or local authority. Provide two copies of agreed schedules and photographs to the Employer’s Agent / Project Manager.

# PROGRAMME

The Contractor shall provide in Asta Power Project format programme in accordance with the requirements set out within the preliminaries.

Due regard shall be made in preparing the programme for inclusion of time required for the Contractor’s pre-handover snagging and inspection by the Employer’s Agent / Project Manager.

Retain one copy of the Master Programme on site and record progress on a weekly basis. Update or amend the programme if any circumstances affect the progress of the Works and provide two amended/updated copies to the Employer’s Agent / Project Manager in monthly progress reports.

# SITE INSPECTION AND USE OF THE SITE

Ascertain the nature, character and extent of the Works, accessibility of the site, the nature of the ground, the supply of and conditions affecting labour, materials and plant, the requirements of Local and Statutory Authorities and any other matters of a like nature.

Do not use the site for any purposes other than for the Works. All advertising rights upon or adjacent to the works are reserved by the Employer

Normal working hours shall be restricted to those set out within the preliminaries. Should the Contractor wish to work beyond these hours he must obtain written acceptance from the Employer’s Agent.

The Contractor shall ensure that the site and Contractor’s Compound are secure and partitioned off from the public at all times. The Contractor should note the nature of the site and shall allow for all protection and temporary works which may be necessary. Provide and maintain all necessary warning, danger notices etc.

# SIGNBOARD/SIGNAGE

A Project development board in a prominent position at the employer’s discretion to a min size of 3.0m x 2.4m (TBC) full colour including all artwork to be provided erected and maintained at the Contractors cost ( All planning consents and permissions to be actioned and provided by the Contractor).

No other advertising shall be permitted on hoardings, fencing or anywhere else. Provide all necessary Health and Safety and warning signage to fencing **SNAGGING AND DEFECTS PROCESS**

The Principal Contractor shall supply a detailed programme 4 weeks prior to the anticipated date of Completion clearly showing dates for the client’s representatives to inspect the works.

The Client’s Representatives will visit site to evaluate progress and inspect the works throughout the construction period and will regularly issue reports to the Contractor detailing any concerns or defective work. If any concerns are raised by the STC / Employers Agent the Contractor shall formally reply advising what remediation measures will be put in place and any programme implications. Any revisit’s by the Employers Agent / STC to sign off the remediation carried out to enable the works to be progressed, the cost of these visits / reports will be borne by the Contractor and paid to the relevant party (EA/STC).

The Principal Contractor will take corrective action to remedy any defects identified by the Client’s Representatives but will not take any action which is contrary to or changes the Employer’s Requirements without taking written instruction from the Employer’s Agent first.

Prior to areas being offered to the client’s representatives for inspection, the Contractor will have carried out their own inspections and correction of defects and will be able to demonstrate this to the Employer’s Agent / Project Manager.

# COMPLETION

The Employer will not accept handover during the periods detailed below:-

1. The Christmas holiday week
2. The New Year holiday week
3. Easter Friday, Monday or Tuesday
4. Spring Bank Holiday Monday or Tuesday
5. Summer Bank Holiday Monday or Tuesday

Give the Employer’s Agent / Project Manager at least four weeks’ notice of anticipated handover dates.

The term ‘Completion’ shall be deemed to provide or include the following requirements:-

1. Area to be handed over must be ready for immediate occupation.
2. Area to be handed over shall be thoroughly cleaned on completion and all surfaces left free of soiling and blemishes. A builder clean and a sparkle clean shall be provided by the Contractor to all areas.
3. When all items identified on the ‘PC Checklist’ have been attended to the satisfaction of the client and their representatives. Area must be fully tested and commissioned and all appropriate test certificates must be complete the Employers Requirements.
4. All defects and snagging have been rectified to a standard accepted by the

Employer’s Agent, Project Manager and Employer with the exception of a small.

number of minor cosmetic items which are to be agreed at the discretion of the client and their representatives.

1. All client direct packages listed in Section A50 of the tender preliminaries are installed and completed.
2. Any other condition referred to in the Employer Requirement Documents Non-compliance with any of the above will result in handover not being accepted.

# INSPECTION AND HANDOVER OF COMPLETED WORK

It is the Contractor’s responsibility to achieve completion of the work, and to notify the Employer’s Agent / Project Manager of the Readiness for Handover in accordance with the following procedure:-

1. Contractor confirms to Employer’s Agent / Project Manager that the works (or parts of the works) are complete and ready for initial inspection by the Employer’s Agent / Project Manager, giving at least 7 working days’ notice of date available for inspection
2. Employer’s Agent / Project Manager carries out initial appraisal in order to confirm that the general finishes are of an acceptable standard
   1. If so the Employer, Employer’s Agent, Project Manager and any other appointed Employer’s representatives will complete the detailed inspection. The Contractor will accompany the Employer and their representatives. Following the inspection, the Employers Agent shall issue a list of items requiring attention by the Contractor. Should any party determine that there are an unacceptable number of defects in any one area, then the inspection may be postponed until the Contractor has attended to the defects to the satisfaction of the client’s representatives.
   2. If not, the Employer’s Agent will notify the Contractor and the Contractor shall take the necessary action before re-notifying the Employer’s Agent in accordance with paragraph (1).
3. Contractor completes items scheduled in 2(a) and confirms to the Employer’s Agent that the items have been attended to and the work is ready for handover inspection by the Employer’s Agent / Project Manager, giving at least 5 working days’ notice of date available for inspection and handover
   1. If the works are complete i.e. all items have been rectified, to the satisfaction of the EA / PM, the Employer’s Agent will take handover of the works and issue an Employer’s Statement of Practical Completion
   2. If all items have not been rectified, the Employer’s Agent will notify the Contractor, and the Contractor shall take the necessary action before re-notifying the Employer’s Agent in accordance with paragraph (3).
4. The Employer takes possession of the works

It is the Contractor’s Responsibility to carry out all quality monitoring, inspections and snagging during the works and prior to completion. The inspection(s) carried out by the Employer, his Employer’s Agent and the STC during the works does not in any way relieve the Contractor’s obligations and responsibility for workmanship or the quality of the works. The Contractor shall be responsible for snagging and de- snagging the works prior to offering the works to the Employer for final inspection. The Contractor is expected to have zero/minimal very minor defects at completion.

It is expected that the Contractor shall carry out snagging and de-snagging throughout the project to facilitate the provision of high standards of quality and to minimise remedial works throughout the snagging process.

The Contractor shall ensure that any and all Section Agreements and Bonds are completed and in place and shall provide written confirmation from Local Authority or Statutory Body that works are suitable for adoption.

Provide the schedule for maintenance (in a format to be agreed) comprising the following:-

* 1. Specification of materials, equipment, fittings, colours, etc., references and

the manufacturer’s names and addresses.

* 1. Maintenance and operating instruction and guarantees provided by the manufacturers, suppliers and the like.
  2. Meter readings.

Liquidated and ascertained damages for non-completion are set out in Section A20 of the Preliminaries and are based on a reasonable pre estimate of the likely costs of delay.

# DEFECTS AFTER HANDOVER

The Principal Contractor will provide a minimum of 10 [working] days’ notice to the client and their representatives of dates and times for inspection of the works prior to the end of the making good of defects period.

The Principal Contractor will accompany the client and their representatives to inspect the works and will produce a snagging schedule (to be agreed with the client and their representatives) listing all defects identified during the inspection.

The Principal Contractor will rectify all defects within 10 working days of the inspection and invite the client and their representatives for a final inspection to demonstrate that all items have been attended to, to the satisfaction of the client and their representatives. If items have not been attended to satisfactorily, the client and their representatives may contra charge the Principal Contractor for any costs associated with the re-inspection of the works until they are completed satisfactorily.

# O&M MANUAL, H&S FILE & BUILDING USER GUIDE DELIVERABLES AND PROCESS

The Contractor shall develop manuals in a stage format as set out below in conjunction with the consultees.

# Deliverables

The Contractor shall provide the following:- H&S File and including O&M manuals

* 1 hard copies
* 2 electronic copies

# Consultees

The Contractor shall prepare documents in conjunction with the following consultants. The Contractor shall allow for all necessary discussions and meetings.

Client – Trowbridge Town Council

Funding Partners – The Football Foundation

Principal Designer (PD) – Robinson Low Francis (H&S File)

Employer’s Agent – Robinson Low Francis

STC – Sports Labs

# Stage 1

Principal Contractor to provide draft filing structure electronically for acceptance by the PD and client team 1 week prior to Practical Completion

# Stage 2

Principal Contractor to populate electronic copies and 1 Nr hard copy (to be retained on site at all times) to approximately 80% complete 1 week prior to Practical Completion, and to demonstrate to the PD and client team through correspondence. Principal Contractor to issue disk to PD and client team (electronic copy) for comment. Employer and PD have 10 days to comment.

# Stage 3

Issue of Practical Completion will be subject to receipt of 1Nr hard copy and 1Nr electronic copy at 98% complete - to be verified by PD and Employer. Any outstanding documents are to be agreed by Employer, PD and the Employer’s Agent / Project Manager.

# Stage 4

Principal Contractor to issue 100% complete copies to Employer within one month after Practical Completion, and to demonstrate complete to Employer/PD through correspondence.

# “AS BUILT” DRAWINGS

Upon completion of the works prepare "As Built” drawings, showing the scheme details as

constructed.

The Contractor shall incorporate "As Built” drawings in the Building manuals and shall provide the number of hard/electronic copies required as detailed in the Employer’s Requirements

The Contractor shall prepare a building user guide; in conjunction with the Employer for use by the building occupants. The content of the manual is to be agreed but the documents shall provide a quick reference manual to occupant’s users.

# PROVISIONAL SUMS

Provisional Sums shall not be included in the Contractor’s Proposals, unless required by the Employer.

Such sums shall be expended or omitted as directed by the Employer’s Agent.

Refer to Contract Sum Analysis for inclusion of above items.

# SURETIES AND GUARANTEE

Execute a Performance Bond with a surety in the form of a Bank or an Insurance Company who shall be bound to the Employer in the penal sum equal to ten percent of the Contract Sum for the due performance of the Contract to be maintained in full until the issue of the Employer’s Statement of Practical Completion.

Where the Contractor is owned or ultimately controlled by another company the Contractor will offer a Parent Company Guarantee to the Employer. The Parent Company Guarantee shall be as well as the bond identified in Appendix 3.1 of the Employers Requirements.

The Contractor shall allow all costs within his tender for the Bond and Parent Company Guarantee.

The execution of the Bond/Parent Company Guarantee shall be a condition precedent to obtaining possession of the site.

# HEALTH AND SAFETY

Comply with all enactments, regulations and working rules relating to safety, health and welfare of workpeople.

Provide safety equipment and protective clothing for site operatives and visitors as appropriate.

Provide to the Employer’s Agent / Project Manager a report on all matters pertaining to the Health and Safety at each site meeting. Provide details of any accidents or injuries and the steps to be taken to prevent a reoccurrence.

The Contractor’s attention is drawn to the Health and Safety at Work Act 1974 which requires all Employers of 5 people or more to produce a written Health and Safety statement. Prior to the commencement of the works the Contractor shall provide to the Employer’s Agent / Project Manager a copy of his Health and Safety statement and provide the names of those on and off site who shall be directly responsible for Health and Safety matters.

# SITE VISITS BY EMPLOYER’S REPRESENTATIVES

The site is to be the subject of visits by Employer’s Authorised Representative’s / STC (for whom access shall be given), whose sole role will be to inspect the works on behalf of the Employer and report to the Employer’s Agent / Project Manager.

The Employer’s Authorised Representative / STC is not empowered to issue any instructions under the provisions of the Contract, but will issue a written site visit report to the Employer’s Agent / Project Manager where it is considered:-

1. that the Contractor’s Proposals may not meet the Employer’s

requirements:

1. that the workmanship/materials may not comply with the Employer’s

Requirements/Contractor’s Proposals

Any and all instructions will be issued by the Employer’s Agent alone, and the Contractor is to liaise with the Employer’s Agent / Project Manager should he believe that an instruction is warranted for any reason.

The Contractor is obliged to design, supervise and carry out the construction of the works in accordance with the contract provisions. Notwithstanding the involvement of the Employer’s Authorised Representative(s), the Contractor’s obligations remain unaltered.

The Contractor is to give sufficient notice to the Employers Representatives to inspect the work prior to enclosing the work. Where practical, 5 days’ notice shall be given.

# ALTERATIONS TO EXISTING SERVICES/SERVICES DIVERSIONS

The Contractor should note the approximate location of the existing services, which run in the vicinity of the proposed site area. (Refer to site services drawing included in tender documents). The Employer does not warrant or guarantee accuracy or completeness of this information and the Contractor shall undertake any additional investigations he deems necessary.

The Contractor is required to adapt existing services if required to complete the works in accordance with requirements set out within these documents. The Contractor must not disrupt any services except by written consent from the Employer and the affected Statutory Body. Provide any necessary temporary works required by the Employer or the Statutory Body to minimise/eliminate disruption. Include all costs associated with temporary works, supplies or out of hours workings to minimise any disruption caused.

# NUISANCE

Take all necessary precautions to prevent nuisance from noise, smoke, dust, rubbish and other causes.

Deal with any complaints or injuries, which may be made or applied for by any occupants of the existing or surround buildings or the public. The Contractor shall be held solely responsible for any delay in completion of the Works which may be attributable to such an event.

# SITE RESTRICTIONS

The Contractor should note the nature of the site. Ensure that access to the site/deliveries is carefully planned and co-ordinated accordingly.

The existing buildings and surrounded areas are occupied and shall remain in operation for the duration of the contract. Plan work to minimise any disruption caused, by liaising with the Employer’s Agent, Local Residents and the Employer as required.

Provide all temporary work necessary to allow normal operations to continue throughout the building works. Temporary work necessary may include provision of fencing, dust proofing, temporary services/diversions etc.

The Contractor is to liaise with the Public Bodies and Employer’s Agent to agree programming and activities outside the site boundaries (e.g. drainage connections, services supplies etc.) in order that works can be carried out effectively whilst minimising disruption. Programming/phasing (if necessary) to be agreed between the Appropriate Public Bodies the Employer, the Employer’s Agent and the Contractor before works undertaken. Should works outside the site be adjacent existing buildings the Contractor shall maintain safe means of access/egress during the works. The Contractor is to identify his draft programme for works outside the site boundaries within his Contractor’s Proposals.

The Employer shall provide a point of contact to the Contractor in order that the Contractor can keep the Employer appraised of progress, upcoming work and potential disruption. The Contractor shall liaise with the designated parties as required to keep them fully appraised.

# NEWSLETTER

The Principal Contractor will be responsible for the production and distribution of a pre construction newsletter for local businesses and residents who may be affected by the project.

The newsletter is to be to a high standard and quality and the format is to be pre agreed with Employer before it is first issued.

The Principal Contractor is encouraged to engage positively with the local community, possibly undertaking some community projects if appropriate.

# SITE WASTE MANAGEMENT PLAN (SWMP) REGULATION 2008

The Contractor is to note the SWMP Regulations 2008 and comply with the requirements set out therein. For the purpose of the Regulations the Contractor will be the Principal Contractor and will be responsible for preparing and maintaining the SWMP. The Contractor shall, where appropriate, incorporate comments made by the Employer, the Employer’s Agent, Project Manager and the CDM Coordinator. The Contractor is to allow for all necessary Management and supervision to effectively implement the plan and shall allow for all necessary security measures to prevent the illegal disposal of waste from the site. The Contractor shall allow for any/all costs associated with complying with the Site Waste Management Plan Regulations. On monthly intervals the Contractor shall prepare a report identifying and tracking suite waste which shall be in a format agree with the Employer.

# PLANNING

A copy of the planning approval is included in Appendix 4 of the Employers Requirements. The Contractor shall allow all necessary costs within his tender for complying and discharging any/all other planning conditions.

# LICENCES/SECTION WORKS

**Licences**

The Employer and its consultants have not entered into discussions with Highways, Energy Suppliers or Foul and Storm water suppliers regarding associated licences which may be required for the project.

The Contractor is responsible for securing all licences to meet their construction programme.

# Other Section Works

The Contractor shall be fully responsible for any/all Section works required and shall clearly identify all such costs within their contract sum analysis.

# Oversailing

The Contractor shall be responsible for obtaining any oversailing rights.

# CONTRACTOR’S CONDITION SURVEY

**Site Boundary**

Full condition photographic survey to the perimeter of the site to include (but not be limited to):

* All adjoining / neighbouring structures
* All adjoining structures to be retained post demolition
* All adjoining / neighbouring highways / pavement

The Principal Contractor is to provide 2nr hard copies and 1 disk copy of the survey (1Nr copy to Employer and 1 to Employer’s Agent). The survey is to be in Word format with photographs, to include descriptions against each photograph, and a number referenced back to a plan to indicate where each photograph has been taken.

# Drainage survey

A full CCTV and visual inspection is to be carried out by the Principal Contractor where the drainage design connects into or utilising an existing drainage network or natural source to ascertain the proposed outfall from the facility will not be compromised and effect the design of the facility and requirements to disperse water from the playing surface. One disk copy to be handed to Employer.

# At Practical Completion

The principal Contractor is to demonstrate to the Employer / EA / Highways that the condition of the areas included in the above surveys has not been affected by the works, and where these areas have been compromised, the Contractor is to make good forthwith at their own expense to the complete satisfaction of the EA or controlling authority. The issue of Practical Completion will be subject to the satisfactory completion of these areas.