

**PROPOSED REFURISHMENT TO MEMORIAL PARK  
PLAY AREA  
FOR  
THORNE MOORENDS TOWN COUNCIL**



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**Section 1**  
**Preliminaries / Contract Particulars**

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# A10

## Project particulars

### Clauses

#### 110 The Project

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1. Name: Proposed Playground.
2. Nature: Groundworks and installation of equipment and fencing
3. Location: Thorne Memorial Park, Thorne
4. Timescale for construction work: TBC

#### 120 Employer (client)

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1. Name: Thorne Moorends Town Council (TMTC)
2. Address: Assembly Rooms, Fields Side, Thorne, DN8 4AE
3. Contact: Ms L Waude
4. Telephone: 01405 818015

#### 130 Principal contractor (CDM)

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1. Name: To be confirmed
2. Address: To be confirmed
3. Contact: To be confirmed
4. Telephone: To be confirmed
5. Email: To be confirmed

#### 140 Employer's Agent

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1. Name: JHA Architecture Ltd
2. Address: JHA Architecture Ltd, West Suite, Lakeside Boulevard, Doncaster, DN4 5PL
3. Contact: Mr J A O'Neill
4. Telephone: 01302 364565

#### 150 Principal designer

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5. Name: JHA Architecture Ltd
6. Address: JHA Architecture Ltd, West Suite, Lakeside Boulevard, Doncaster, DN4 5PL
7. Contact: Mr J A O'Neill
8. Telephone: 01302 364565

# A11

## Tender and contract documents

### Clauses

#### 110 Tender Drawings

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1. The tender drawings are: As listed in the Drawing Schedule (Appendix 1)

#### 120 Contract drawings

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1. The contract drawings: The same as the tender drawings.

#### 160 Pre-construction information

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1. **Format:** The pre-construction information is described in these Preliminaries in section A34. It refers to information given elsewhere in the preliminaries and other tender documents.

Ω End of Section

## A12

### The site/ existing buildings

#### Clauses

#### 110 The site

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1. **Description:** The site is situated off South Parade, Thorne. This site is a Memorial Park, complete with bandstand, pond, playing fields, mini railway and a children's play area.
2. The local vicinity is a combination of surfaces, old and newer play equipment and fencing.

#### 140 Existing utilities and services

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1. **Drawings:** (Information shown is indicative only): TMTC do not have upto date service drawings for this site. The PC is responsible for undertaking sufficient survey works and investigation.
2. **Other information:** Consult with Northern Power grid and the Coal Authority Information.

#### 160 Soils and ground water

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1. **Information:** TMTC do not have information relating to Soils and ground water, the PC is to undertake sufficient survey / investigation works.

#### 170 Site investigation

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1. **Report:** TMTC do not have information relating to site investigation surveys, contamination etc, the PC is to undertake sufficient survey / investigation works.

#### 180 Health and safety file

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1. **Availability for inspection:** TMTC do not have a current Health and Safety file. The Principal Contractor is to allow for undertaking sufficient survey works and investigations as required. Any information required and not included for within the tender quotation must be brought to the attention of TMTC at Tender stage.

#### 200 Access to the site

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1. **Description:** Access to the site can be gained from either the park view vehicular access or the south parade access.
2. **Limitations:** This access is managed and arrangements need to be made directly with TMTC
3. **Access for inspections:** Provide access at reasonable times for both on-site and off-site work.

#### 210 Parking

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1. **Restrictions on parking of the Contractor's and employees' vehicles:** to be determined at the Pre-Contract meeting. (all at contractors own risk). Any damage made to grassed areas must be made good by the Principal Contractor.

#### 220 Use of the site

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1. **General:** Do not use the site for any purpose other than carrying out the Works.
2. **Limitations:** No stock piling of materials and spoil onsite without Contractors Security in place (all at the risk of the PC). The site is a functioning recreation area and separation between the contract site and public areas needs to be managed by the PC.

#### 230 Surrounding land/ building uses

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1. **General:** The general area and surrounding immediate areas are predominantly public recreational spaces. Surrounding areas further afield consist of residential properties and road networks.

## 240 Health and Safety

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1. **General:** The nature and condition of the site/building cannot be fully and certainly ascertained before it is opened up. However the following hazards are or may be present:
  - 1.1. Damaged equipment, debris from fly tipping, sharps from recreational drug use, dog foul etc
2. **Information:** The accuracy and sufficiency of this information is not guaranteed by the Employer or the Employer's representative. Ascertain if any additional information is required to ensure the safety of all persons and the Works.
3. **Site Staff:** Draw the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

## 250 Site visit

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1. **Assessment:** Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.
2. **Arrangements for visit:** The site is a public area and access is granted at the contractor's pleasure. It is strongly advised that the contractor visits site to ascertain its full nature.

Ω End of Section



## A20

### JCT design and build contract (DB)

#### Clauses

##### JCT design and build contract

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- The Contract: JCT Design and Build Contract (DB), 2016 Edition.
- Requirement: Allow for the obligations, liabilities and services described.

#### The recitals

##### First - The Works

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- Design and Build of a Proposed Playground.
- Nature: Groundworks and installation of equipment and fencing.

##### Fifth - Division of the works into sections

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- The Fifth Recital will be deleted.

#### Articles

##### 3 - Employer's Agent

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- Employer's Agent: See clause A10/140.

##### 5 - Principal Designer

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- Principal designer: See clause A10/150.

##### 6 - Principal Contractor

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- Principal contractor: See clause A10/130.

##### 9 - Legal proceedings

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- Amendments: Not applicable

#### Contract particulars

##### Fourth recital and clause 4.5 - Construction industry scheme (CIS)

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- Employer at the Base Date is not a 'contractor' for the purposes of the CIS.

##### Sixth Recital - Framework agreement

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- Framework agreement: Does not apply

##### Seventh Recital and Part 1 of Schedule 2 - Supplemental provisions - Part 1

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- Named subcontractors: Supplemental Provision 1 Does not Apply.
- Valuation of changes - Contractor's estimates: Supplemental Provision 2 does not apply.
- Loss and expense - Contractor's estimates: Supplemental Provision 3 does not apply.

##### Seventh Recital and Part 2 of Schedule 2 - Supplemental provisions - Part 2

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- Acceleration quotation: Supplemental Provision 4 does not apply.

- Collaborative working: Supplemental Provision 5 applies.
- Health and safety: Supplemental Provision 6 applies.
- Cost savings and value improvements: Supplemental Provision 7 applies.
- Sustainable developments and environmental considerations: Supplemental Provision 8 applies.
- Performance indicators and monitoring: Supplemental Provision 9 does not apply.
- Notification and negotiation of disputes: Supplemental Provision 10 Applies.
- Where Supplemental Provision 10 applies, the respective nominees of the parties are
  - Employer's nominee: Ms L Waude
  - Contractor's nominee: TBC
- Or such replacement as each party may notify to the other from time to time.

## **Article 8 - Arbitration**

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- Article 8 and clauses 9.3 to 9.8 (arbitration) apply.

## **Clause 1.1 - Base Date**

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- Base Date: 02/06/2024

## **Clause 1.1 - BIM Protocol**

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- BIM Protocol (where applicable): Not applicable

## **Clause 1.1 - Date for completion of the Works**

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- Date for completion of the Works (where completion by sections does not apply): Target Completion February 2025

## **Clause 1.7 - Addresses for service of notices**

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- Employer
  - Address: Thorne Mooreds Town Council, Assembly Rooms, Field Side, Thorne, DN8 4AE
- Contractor
  - Address: TO BE COMPLETED BY CONTRACTOR

## **Clause 2.3 - Date of possession of the site**

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- The project time line is as follows
- Tender process June / July 2024
- Evaluation Process August 2024
- Council deliberation September 2024
- Award WC 7<sup>th</sup> October 2024
- Date of Possession of the site: TBC

## **Clause 2.4 - Deferment of possession of the site**

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- Clause 2.4 does not apply.

## **Clause 2.29.2 - Liquidated damages**

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- Damages: At the rate of £500.00 per week.

## **Clause 2.35 - Rectification period**

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- Period: 12 months from the date of practical completion of the Works.

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**Clause 4.2, 4.12 and 4.13 - Fluctuations Provision**

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- Fluctuations provision: No Fluctuation Provision Applies

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**Clause 4.6 - Advance payment and advance payment bond**

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- Advance payment: Clause 4.6 does not apply.

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**Clause 4.7 - Method of payment - Alternative B**

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- Payment: Periodically, in accordance with Alternative B as set out in the Employer's Requirements document

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**Clause 4.7.2 - Interim Payments - Interim Valuation Dates**

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- The first Interim Valuation Date is: TBC and thereafter the same date in each month or the nearest Business Day in that month.

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**Clause 4.15.4 - Listed items - uniquely identified**

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- Listed items: A bond is not required

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**Clause 4.15.5 - Listed items - not uniquely identified**

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- Listed items: A bond is not required

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**Clause 4.17 - Contractor's retention bond**

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- Clause 4.17 does not apply.

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**Clause 4.18.2 Retention Percentage**

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- Retention: 2.5 per cent (Final Payment for 12 Months)

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**Clause 4.18.1 Retention Percentage**

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- Retention: 5 per cent (Interim Payments)

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**Clause 5.5 - Daywork**

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- Percentage additions to each section of the prime cost or, if they apply in respect of labour, the All-Inclusive Rates, are set out in the following document: Does not apply

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**Clause 6.4.1 - Contractor's Public Liability Insurance: Injury to persons or property**

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- Insurance cover for any one occurrence or series of occurrences arising out of one event: £5,000,000

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**Clause 6.5.1 - Insurance - liability of Employer**

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- Does not apply:

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**Clause 6.7 and schedule 3 - Works Insurance - insurance options applicable**

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- Schedule 3
  - Insurance option A applies.
  - Percentage to cover professional fees: 15 per cent
- Where Insurance Option A applies, annual renewal date (as supplied by the Contractor): TO BE COMPLETED BY CONTRACTOR

### **Clause 6.10 and Schedule 3 - Terrorism cover**

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- Does not apply

### **Clause 6.15 - Professional Indemnity insurance**

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- Level of cover: Amount of indemnity required:
  - relates to claims or series of claims arising out of one event.
  - and is £1,000,000
- Expiry of required period of Professional Indemnity Insurance: 12 years

### **Clause 6.17 - Joint Fire Code**

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- The Joint Fire Code: Does not apply

### **Clause 7.2 - Assignment/ grant by Employer of rights under clause 7.2**

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- Clause 7.2 does not apply.

### **Clause 7.3.1 - Performance bond or guarantee**

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- Does not apply:

### **Clause 7.3.2 - Guarantee from the Contractor's parent company**

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- Does not apply:

### **Clause 7.4 - Third Party Rights and Collateral Warranties**

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- Does not apply

### **Clause 8.9.2 - Period of suspension (termination by Contractor)**

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- Period of suspension: Two months

### **Clauses 8.11.1.1 to 8.11.1.6 - Period of suspension (termination by either Party)**

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- Period of suspension: Two Months

### **Clause 9.2.1 - Adjudication**

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- The Adjudicator is: to be appointed by the nominating body
- Nominating body: Where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established): The Royal Institution of Chartered Surveyors.

### **Clause 9.4.1 - Arbitration**

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- Appointor of Arbitrator (and of any replacement): President or a Vice President of the Royal Institution of Chartered Surveyors.

## **The conditions - No Amendments**

### **Section 1: Definitions and Interpretation**

#### **1.11 - Applicable law**

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- Amendments: Law of England

**Section 2: Carrying out the Works - No Amendments**

**Section 3: Control of the Works - No Amendments**

**Section 4: Payment - No Amendments**

**Section 5: Changes - No Amendments**

**Section 6: Injury, Damage and Insurance - No Amendments**

**Section 7: Assignment, Third Party Rights and Collateral Warranties - No Amendments**

**Section 8: Termination - No Amendments**

**Section 9: Settlement of Disputes - No Amendments**

**Project bank account - No Amendments**

**Execution**

**Execution**

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- The contract: Will be executed as a deed.

Ω End of Section

## A30

# Tendering/ subletting/ supply

## Main contract tendering

### 110 Scope

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1. **General:** These conditions are supplementary to those stated in the Invitation to Tender and on the form of tender.

### 145 Tendering procedure

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1. **General:** In accordance with the principles of: NBS Guide to tendering for construction projects.
2. **Arithmetical errors:** Alternative 1 is dominant.

### 160 Exclusions

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1. **Inability to tender:** Immediately inform if any parts of the work as defined in the tender documents cannot be tendered.
2. **Relevant parts of the work:** Define those parts, stating reasons for the inability to tender.

### 170 Acceptance of tender

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

## Pricing/ submission of documents

### 220 Pricing of preliminaries

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1. **Charges:** If the contractor requires interim payments to include fixed and time related charges for specific items in the Preliminaries those charges must be clearly shown against the items

### 250 Priced Documents

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1. **Alterations:** Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.
2. **Measurements:** Where not stated, ascertain from the drawings.
3. **Deemed Included:** Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender.
4. **Submit:** Submit with tender.

### 310 Tender

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

### 515 Alternative time tenders

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1. **General:** In addition to and at the same time as tendering based upon the date or period specified in section A20, an alternative tender based upon a different date for completion or period may be submitted.
2. **Date for completion:** If any such tender is accepted the date for completion inserted in the Contract will be the date stated in the alternative tender or determined from the period stated in the alternative tender.

## 520 Design Documents

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1. **Scope:** Include the following in the Contractor's Proposals
2. **Proposals:** Include the following:
  - 2.1. **Design drawings:** Plans showing where the equipment (typically and subject to approval) is to be located on the site - A1 hardcopy and electronic
  - 2.2. Plans showing how the play area integrates with the existing equipment, fencing etc (part of the above plan potentially)
  - 2.3. Elevations and 3D visualisations of the proposed play areas and equipment
  - 2.4. **Technical information:** Information relating to each element of play equipment
3. **Submit:** With tender.

## 550 Health and safety information

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1. **Content:** Describe the organization and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.
2. **Include**
  - 2.1. A copy of the health and safety policy document, including risk assessment procedures.
  - 2.2. Accident and sickness records for the past five years.
  - 2.3. Records of previous Health and Safety Executive enforcement action.
  - 2.4. Records of training and training policy.
  - 2.5. The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
3. **Submit:** With the Tender

## 570 Outline construction phase health and safety plan

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1. **Content:** Submit the following information within one week of request:
  - 1.1. Method statements on how risks from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed.
  - 1.2. Details of the management structure and responsibilities.
  - 1.3. Arrangements for issuing health and safety directions.
  - 1.4. Procedures for informing other contractors and employees of health and safety hazards.
  - 1.5. Selection procedures for ensuring competency of other contractors, the self-employed and designers.
  - 1.6. Procedures for communications between the project team, other contractors and site operatives.
  - 1.7. Arrangements for cooperation and coordination between contractors.
  - 1.8. Procedures for carrying out risk assessment and for managing and controlling the risk.
  - 1.9. Emergency procedures including those for fire prevention and escape.
  - 1.10. Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
  - 1.11. Arrangements for welfare facilities.
  - 1.12. Procedures for ensuring that all persons on site have received relevant health and safety information and training.
  - 1.13. Arrangements for consulting with and taking the views of people on site.
  - 1.14. Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
  - 1.15. Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
  - 1.16. Review procedures to obtain feedback.

1.17. Submit : On request

## **599 Freedom of Information Act**

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1. **Records:** Retain, make available for inspection and supply on request information reasonably required to allow response to requests made under the provisions of the Freedom of Information Act.
2. **Determination:** Submit requests received. Do not supply information to anyone other than the project participants without express written permission.
3. **Confidentiality:** Maintain at all times.

### **Subletting/ supply - No Amendments**

Ω End of Section



# A31

## Provision, content and use of documents

### Definitions and interpretations

#### 110 Definitions

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1. **Meaning:** Terms, derived terms and synonyms used in the preliminaries/ general conditions and specification are as stated therein or in the appropriate British Standard or British Standard glossary.

#### 120 Communication

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1. **Definition:** Includes advise, inform, submit, give notice, instruct, agree, confirm, seek, provide or obtain information, consent or instructions, or make arrangements.
2. **Format:** In writing to the person named in clause A10/140 unless specified otherwise.
3. **Response:** Do not proceed until response has been received.

#### 130 Products

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1. **Definition:** Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation in the Works.
2. **Includes:** Goods, plant, materials, site materials and things for incorporation into the Works.

#### 135 Site equipment

---

1. **Definition:** All appliances or things of whatsoever nature required in or about the construction for completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.
2. **Includes:** Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.

#### 140 Drawings

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1. **Definitions:** To BSRIA BG 6, 'A design framework for building services: Design activities and drawing definitions'.
2. **CAD data:** In accordance with BS 1192

#### 145 Contractor's choice

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1. **Meaning:** Selection delegated to the Contractor, but liability to remain with the specifier.

#### 150 Contractor's Design

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

#### 155 Submit proposals

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1. **Meaning:** Submit information in response to specified requirements.

#### 160 Terms used in specification

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1. **Remove:** Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes removal and disposal of associated pipework, wiring, ductwork or other services.
2. **Fix:** Receive, unload, handle, store, protect, place and fasten in position; dispose of waste and surplus packaging, including all labour, materials and site equipment for that purpose.

3. **Supply and fix:** As above, but including supply or products to be fixed. All products to be supplied and fixed unless stated otherwise.
4. **Keep for reuse:** Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, protect adequately and store until required by the employer/ purchaser, or until required for use in the works as instructed.
5. **Make good:** Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.
6. **Replace:** Supply and fix new products matching those removed. Execute work to match original new state of that removed.
7. **Repair:** Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/or replacement.
8. **Refix:** Fix removed products.
9. **Ease:** Adjust moving parts of designated products, or work to achieve free movement and good fit in open and closed positions.
10. **Match existing:** Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.
11. **System:** Equipment, accessories, controls, supports and ancillary items (including installation) necessary for that section of the work to function.

## 200 Substitution of products

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1. **Products:** If an alternative product to that specified is proposed, obtain approval before ordering the product.
2. **Reasons:** Submit reasons for the proposed substitution.
3. **Documentation:** Submit relevant information, including:
  - 3.1. manufacturer and product reference;
  - 3.2. cost;
  - 3.3. availability;
  - 3.4. relevant standards;
  - 3.5. performance;
  - 3.6. function;
  - 3.7. compatibility of accessories;
  - 3.8. proposed revisions to drawings and specification;
  - 3.9. compatibility with adjacent work;
  - 3.10. appearance;
  - 3.11. copy of warranty/ guarantee.
4. **Alterations to adjacent work:** If needed, advise scope, nature and cost.
5. **Manufacturers' guarantees:** If substitution is accepted, submit before ordering products.

## 210 Cross references

---

1. **Accuracy:** Check remainder of the annotation or item description against the terminology used in the section or clause referred to.
2. **Related terminology:** Where a numerical cross reference is not given, the relevant sections and clauses of the specification will apply.
3. **Relevant clauses:** Clauses in the referred to specification section dealing with general matters, ancillary products and execution also apply.
4. **Discrepancy or ambiguity:** Before proceeding, obtain clarification or instructions.

## 220 Referenced documents

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1. **Conflicts:** Specification prevails over referenced documents.

## 230 Equivalent products

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1. **Inadvertent omission:** Wherever products are specified by proprietary name the phrase 'or equivalent' is to be deemed included.

## 250 Currency of documents and information

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1. **Currency:** References to published documents are to the editions, including amendments and revisions, current on the date of the Invitation to Tender.

## Documents provided on behalf of employer

### 410 Additional copies of the drawings/ documents

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1. **Copies:** Two of each contract drawing and contract document will be issued free of charge (not counting any certified copies).
2. **Additional copies:** Issued on request and charged to the Contractor.

### 440 Dimensions

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1. **Scaled dimensions:** Do not rely on.

### 460 The specification

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1. **Coordination:** All sections must be read in conjunction with Main Contract Preliminaries/ General conditions.

### 470 Divergence from the Statutory Requirements

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1. **Divergence:** Between the drawings or specification and the requirements of the Building Regulations, other Statutes, statutory undertakers and other regulatory authorities.
2. **Action:** Inform immediately

## Documents provided by contractor/ subcontractors/ suppliers

### 600 Contractor's Design information

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1. **General:** Complete the design and detailing of parts of the Works as specified.
2. **Provide:** Product information based on the drawings, specification and other information.
3. **Liaison** to ensure coordination of the work with related building elements and services.
4. **Master programme:** Make reasonable allowance for completing design/ production information, submission (including information relevant to the CDM Regulations), comment, inspection, amendment, resubmission and reinspection.
5. **Information required:** Full Design of Play area, groundworks and fencing work as described within the Employers Requirements Document.
  - 5.1. **Format:** As described in the Employers Requirement Document.
  - 5.2. **Number of copies:** 2
6. **Submit:** With Tender

### 620 As-built drawings and information

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1. **Contractor designed work:** Provide drawings/ information
2. **For all elements of the Contractors design.:**
3. **Submit:** At least two weeks before date for completion.

## 630 Technical Literature

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1. Information: Keep on site for reference by all supervisory personnel:
2. Manufacturers' current literature relating to all products to be used in the works.
3. Relevant British, EN or ISO Standards

## 640 Maintenance instructions and guarantees

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1. **Components and equipment:** Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.
2. **Information location:** In Building Manual.
3. **Emergency call out services:** Provide telephone numbers for use after completion. Extent of cover: week days, normal working hours.

## Document/ data interchange - No Amendments

Ω End of Section

## A32

# Management of the works

## Generally

### 118 Vehicle safety requirements

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1. **Vehicle equipment:** Ensure that all vehicles have the following:
  - 1.1. Audible alert to other road users to the planned movement of the vehicle when the vehicle's indicators are in operation.
  - 1.2. Prominent signage at the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
  - 1.3. Properly adjusted class VI mirror/s or Fresnel lens to eliminate the near side blind spot.
  - 1.4. Side under run guards.
2. **Driver training**
  - 2.1. Drivers must be trained on vulnerable road user safety through an approved course and hold a current valid Certificate of Competence.
  - 2.2. Drivers must have a valid driving licence and be legally able to drive the vehicle.

### 120 Insurance

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1. **Documentary evidence:** Before starting work on site submit details, and/ or policies and receipts for the insurances required by the Conditions of Contract.

### 125 Professional Indemnity Insurance

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1. **Provide and maintain insurance in respects of Contractor Designed Works:**
2. **Level of cover:** relates to claims or series of claims arising out of one event
3. **Period of insurance for these purposes:** 1 year
4. **Amount of indemnity required:** £1,000,000
5. **Limit of cover for pollution / contamination claims** (If none is stated, the required level of cover shall be the full amount of the indemnity cover stated)
6. **Expiry of required period of CPD Professional Indemnity insurance:** 12 Years.
7. **Documentary evidence:** Submit details before starting work on site and / or policies and receipts for the insurances required.
8. **Format:** Hard copy

### 130 Insurance claims

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1. **Notice:** If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer, the person named in clause A10/140 and the Insurers.
2. **Failure to notify:** Indemnify the Employer against any loss, which may be caused by failure to give such notice.

### 140 Climatic conditions

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1. **Information:** Record accurately and retain:
  - 1.1. Daily maximum and minimum air temperatures (including overnight).
  - 1.2. Delays due to adverse weather, including description of the weather, types of work affected and number of hours lost.

## 150 Ownership

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1. **Alteration/ clearance work:** Materials arising become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.

## Programme/ progress

## 210 Programme

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1. **Master programme:** Immediately when requested and before starting work on site submit in an approved form a master programme for the Works, which must include details of:
  - 1.1. Planning and mobilization by the contractor.
  - 1.2. **Subcontractor's work:**
  - 1.3. Running in, adjustment, commissioning and testing of all engineering services and installations
  - 1.4. Work resulting from instructions issued in regard to the expenditure of provisional sums.
  - 1.5. Work by others concurrent with the Contract.
2. **Submit:** With Tender.

## 250 Monitoring

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

## 255 Notification of Compensation event

---

1. **Content:** Notwithstanding the Contractor's obligations under Contract, written notice must also be given of all other causes which apply concurrently.

## 260 Site meetings

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1. **General:** Site meetings will be held to review progress and other matters arising from administration of the Contract.
2. **Frequency:** Weekly informal and two weekly formal
3. **Location:** onsite within site office
4. **Accommodation:** Ensure availability at the time of such meetings.
5. **Attendees:** Attend meetings and inform subcontractors and suppliers when their presence is required.
6. **Chairperson (who will also take and distribute minutes):** JHA Architecture

## 290 Notice of completion

---

1. **Requirement:** Give notice of the anticipated dates of completion of the whole or parts of the Works.
2. **Associated works:** Ensure necessary access, services and facilities are complete.
3. **Period of notice (minimum):** (minimum): 1 week

## 310 Extensions of Time

---

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

5. All other relevant information required.

## Control of cost

### 420 Removal/ replacement of existing work

---

1. **Extent and location:** Agree before commencement.
2. **Execution:** Carry out in ways that minimize the extent of work.

### 430 Proposed Instructions

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1. **Estimates:** If a proposed instruction requests an estimate of cost, submit without delay and in any case within seven days

### 460 Interim payments

---

1. **Applications:** Include details or amounts requested under the Contract together with all necessary supporting information.
2. **Submission:** At least seven days before established dates.

### 475 Listed products stored off site

---

1. **Evidence of Title:** Submit reasonable proof that the property in 'listed items' is vested in the Contractor.
2. **Include for products purchased from a supplier**
  - 2.1. A copy of the contract of Sale:
  - 2.2. a written statement from the supplier that in any conditions of the sale relating to the passing of property have been fulfilled and the products are not subject to any encumbrance or charge.
3. **Include for products purchased from a supplier by a subcontractor or manufactured or assembled by any subcontractor**
  - 3.1. Copies of the subcontract with the subcontractor and a written statement from the subcontractor that any conditions relating to the passing of property have been fulfilled.

Ω End of Section

## A33

### Quality standards/ control

#### Standards of products and executions

##### 120 Workmanship skills

---

1. Operatives: Appropriately skilled and experienced for the type and quality of work.
2. Registration: With Construction Skills Certification Scheme.
3. Evidence: Operatives must produce evidence of skills / qualifications when requested

##### 130 Quality of products

---

1. Generally: New. (Proposals for recycled products may be considered).
2. Supply of each product: From the same source or manufacturer.
3. Whole quantity of each product required to complete the Works: Consistent kind, size, quality and overall appearance.
4. Tolerances: Where critical, measure a sufficient quantity to determine compliance.
5. Deterioration: Prevent. Order in suitable quantities to a programme and use in appropriate sequence.

##### 135 Quality of execution

---

1. Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
2. Colour batching: Do not use different colour batches where they can be seen together.
3. Dimensions: Check on-site dimensions.
4. Finished work: Without defect, e.g. not damaged, disfigured, dirty, faulty or out of tolerance.
5. Location and fixing of products: Adjust joints open to view so they are even and regular.

##### 150 Inspections

---

1. Products and executions: Inspection or any other action must not be taken as approval unless confirmed in writing referring to:
  - 1.1. Date of inspection.
  - 1.2. Part of the work inspected.
  - 1.3. Respects or characteristics which are approved.
  - 1.4. Extent and purpose of the approval.
  - 1.5. Any associated conditions.

##### 170 Manufacturer's recommendations/ instructions

---

1. General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.
2. Changes to recommendations or instructions: Submit details.
3. Ancillary products and accessories: Use those supplied or recommended by main product manufacturer.
4. Agreement certified products: Comply with limitations, recommendations and requirements or relevant valid certificates

##### 180 Water for the works

---

1. Mains supply: Clean and uncontaminated.
  - 1.1. Evidence of suitability is provided.
  - 1.2. Tested to BS EN 1008 if instructed.



## Samples/ approvals - No Amendments

### Accuracy/ setting out generally

#### 330 Appearance and fit

---

1. Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible either:
  - 1.1. Submit proposals; or
  - 1.2. Arrange for inspection of appearance of relevant aspects of partially finished work.
2. General tolerances (maximum): To BS 5606, tables 1 and 2.

### Services generally - No Amendments

### Supervision/ inspection/ defective work

#### 525 Access

---

1. **Extent:** Provide at all reasonable time access to the Works and to other places of the Contractor or subcontractors where work is being prepared for the Contract.
2. **Designate:** Contract Administrator

#### 530 Overtime working

---

1. **Notice:** Prior to overtime being worked, submit details of times, types and locations of work to be done.
  - 1.1. Minimum period of notice: One week
2. **Concealed work:** If executed during overtime for which notice has not been given, it may be required to be opened up for inspection and reinstated at the Contractor's expense.

#### 540 Defects in existing work

---

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

#### 560 Tests and inspections

---

1. **Timing:** Agree and record dates and times of tests and inspections to enable all affected parties to be represented.
2. **Confirmation:** One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time.
3. **Records:** Submit a copy of test certificates and retain copies on site.

### Work at or after completion

#### 710 Work before completion

---

1. **General:** Make good all damage consequent upon the Works.
2. **Temporary markings, coverings and protective wrappings:** Remove unless otherwise instructed.
3. **Cleaning:** Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, rubbish and surplus materials.
4. **Cleaning materials and methods:** As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.

5. **COSHH dated data sheets:** Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
6. **Minor faults:** Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
7. **Moving parts of new work:** Adjust, ease and lubricate as necessary to ensure easy and efficient operation.

## **720 Security at completion**

---

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

## **730 Making good defects**

---

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

Ω End of Section

## A34

### Security/ safety/ protection

#### Security, health and safety

##### 110 Pre-construction information

---

1. **Location:** Integral with the project Preliminaries, including but not restricted to the following sections:
  - 1.1. **Description of project:** Sections A10 and A11.
  - 1.2. **Client's consideration and management requirements:** Sections A12, A13 and A36.
  - 1.3. **Environmental restrictions and on-site risks:** Section A12, A35 and A34.
  - 1.4. **Significant design and construction hazards:** Section A34.
  - 1.5. **The health and safety file:** Section A37.

##### 120 Execution hazards

---

1. **Common hazards:** Not listed. Control by good management and site practice.
2. **Significant hazards:** The design of the project includes the following:
  - 2.1. **Hazard:** Sharps and unknown debris
  - 2.2. **Precautions assumed:** Sharp Sweep prior to commencement

##### 140 Construction phase health and safety plan

---

1. **Submission:** Present to the employer/ client no later than 2 weeks prior to commencement.
2. **Confirmation:** Do not start construction work until the employer has confirmed in writing that the construction phase health and safety plan includes the procedures and arrangements required by the CDM Regulations.
3. **Content:** Develop the plan from, and draw on, the outline construction phase health and safety plan, clause A30/570, and the pre-tender health and safety plan/ pre-construction information.

##### 150 Security

---

1. **Protection:** Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
2. **Access:** Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.

##### 160 Stability

---

1. **Responsibility:** Maintain the stability and structural integrity of the works and adjacent structures during the contract.

##### 170 Occupied premises

---

1. **Extent:** Existing buildings will be occupied.
2. **Works:** Carry out without undue inconvenience and nuisance and without danger to occupants and users.
3. **Overtime:** If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be allowed, provided that such overtime is authorized in advance.

##### 180 Access control

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1. **Controlled areas:** vehicle access is controlled by locked gates at the entrance to the site

2. **Control type:** keys will be issued by TMTC. Contractor to manage access

## **210 Safety provisions for site visits**

---

1. **Safety:** Submit details in advance, to the Employer or the person identified in clause A10/140, of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.

## **Protect against the following**

### **330 Noise and vibration**

---

1. **Standard:** Comply with the recommendations of BS 5228-1, in particular clause 7.3, to minimize noise levels during the execution of the Works.
2. **Equipment:** Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
3. **Restrictions:** Do not use:
  - 3.1. Percussion tools and other noisy appliances without consent during the hours of 0900 and 1800 Monday to Friday.
  - 3.2. Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

### **340 Pollution**

---

1. **Prevention:** Protect the site, the works and the general environment (including the atmosphere, land, streams and waterways) against pollution.
2. **Contamination:** If pollution occurs, report immediately, including to the appropriate authorities, and provide relevant information.

### **350 Pesticides**

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1. **Use:** Not permitted.

### **360 Nuisance**

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1. **Duty:** Prevent nuisance from smoke, dust, rubbish, vermin and other causes.
2. **Surface water:** Prevent hazardous build-up on-site, in excavations and to surrounding areas and roads.

### **370 Asbestos containing materials**

---

1. **Duty:** Report immediately any suspected materials discovered during execution of the works.
  - 1.1. Do not disturb.
  - 1.2. Agree methods for safe removal or encapsulation.

### **371 Dangerous or hazardous substances**

---

1. **Duty:** Report immediately suspected materials discovered during execution of the works.
  - 1.1. Do not disturb.
  - 1.2. Agree methods for safe removal or remediation.

### **375 Antiquities**

---

1. **Duty:** Report immediately any fossils, antiques and other objects of interest of value discovered during execution of the works.
2. **Preservation:** Keep objects in the exact position and condition in which they were found on site.

### 390 Smoking on-site

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1. Smoking on-site: Not permitted.

### 400 Burning on-site

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1. Burning on-site: Not permitted.

### 430 Waste

---

1. **Waste:** Includes rubbish, debris, spoil, surplus material, containers and packaging, and surplus material requiring disposal.
2. **General:** Minimize production. Prevent accumulations. Keep the site and Works clean and tidy.
3. **Handling:**  
  
Collect and store in suitable containers. Remove daily and dispose off site in a safe and competent manner.
4. **Non-hazardous material:** In a manner approved by the Waste Regulation Authority.
5. **Hazardous material:** As directed by the Waste Regulation Authority and in accordance with relevant regulations.
6. **Recyclable material:** Sort and dispose of at a materials recycling facility approved by the waste regulation authority.
7. **Voids and cavities in the construction:** Remove rubbish, dirt and residues before closing in.
8. **Waste transfer documentation:** Retain on site

### Protect the following

### 510 Existing services

---

1. **Confirmation:** Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.
2. **Identification:** Before starting work, check and mark positions of utilities/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.
3. **Work adjacent to services**
  - 3.1. Comply with service authority's/ statutory undertaker's recommendations.
  - 3.2. **Adequately protect, and prevent damage to services:** Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.
4. **Identifying services**
  - 4.1. **Below ground:** Use signboards, giving type and depth;
  - 4.2. **Overhead:** Use headroom markers.
5. **Damage to services:** If any results from execution of the Works:
  - 5.1. Immediately give notice and notify appropriate service authority/ statutory undertaker.
  - 5.2. Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.
  - 5.3. Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.
6. **Marker tapes or protective covers:** Replace, if disturbed during site operations, to service authority's/ statutory undertakers recommendations.

### 520 Roads and footpaths

---

1. **Duty:** Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.

2. **Damage caused by site traffic or otherwise consequent upon the Works:** Make good to the satisfaction of the Employer, Local Authority or other owner.

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### **530 Existing topsoil/ subsoil**

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1. **Duty:** Prevent over compaction of existing topsoil and subsoil in those areas which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the Works.
2. **Protection:** Before starting work submit proposals for protective measures.

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### **540 Retained trees/ shrubs/ grassed areas**

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1. **Protection:** Preserve and prevent damage, except those not required.
2. **Replacement:** Mature trees and shrubs if uprooted, destroyed, or damaged beyond reasonable chance of survival in their original shape, as a consequence of the Contractor's negligence, must be replaced with those of a similar type and age at the Contractor's expense.

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### **560 Existing features**

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

Ω End of Section

## A36

### Facilities/ temporary work/ services

#### Generally

#### 110 Spoil heaps, temporary works and services

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1. Location: Give notice and details of intended siting.
2. Maintenance: Alter, adapt and move as necessary. Remove when no longer required and make good.

#### Accommodation

#### 230 Temporary Accommodation

---

1. Accommodation made available by the Employer: None
2. Proposals for temporary accommodation and storage for the Works: Submit two weeks prior to starting on site
3. Details to be included: Type of accommodation and storage, its siting and the programme for site installation and removal.
4. Facilities: General Welfare to be provided by Principal contractor to suit work requirements - Sanitary facilities, office and canteen area.

#### 280 Accommodation Use/ Location

---

1. Restrictions on use: All, no access provided

#### Temporary works

#### 340 Name boards/ advertisements

---

1. Name boards/ advertisements: allowed with prior approval. Contractor to provide public notice board on fencing illustrating proposals.

#### Services and facilities - No Amendments

Ω End of Section

## A37

# Operation/ maintenance of the finished works

## Generally

### 110 The Project Manual

---

1. Responsibility: The Principle Contractor
2. Content: Obtain and Provide comprehensive information for owners and users of the completed Works. Include an overview of the main design principles and describe key components and systems within the finished Works, so affording a complete understanding of the Works to enable efficient and safe operation and maintenance.
3. Final copies of the manual
  - 3.1. Number of copies: one of each
  - 3.2. Format: Soft and Hard Copy
4. Delivery to: JHA Architecture Ltd

### 115 The Health and Safety File

---

1. Responsibility: JHA Architecture Ltd

### 155 Content of the Project Manual

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1. General: Details of the property, the parties, fire safety strategy, operational requirements and constraints of a general nature.
2. Fabric: Design criteria, maintenance details, product details and environmental and trafficking conditions.
3. Documentation: Guarantees, warranties, maintenance agreements, test certificates and reports.

### 160 Presentation of building manual

---

1. Format: A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled.
2. Selected drawings needed to illustrate or locate items mentioned in the Manual: Where larger than A4, to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.
3. As-built drawings: The main sets may form annexes to the Manual.

### 190 Maintenance service

---

1. Scope: Provide a comprehensive maintenance service for the following items of plant and equipment. Include all planned preventative maintenance, as set out within the maintenance schedule, and replacement of all consumable items.

Ω End of Section



**A40**  
**Contractor’s general cost items: management and staff**

**Clauses**

**110 Management and staff**

---

- 1. Cost-significant items:

Ω End of Section

## A41

### Contractor's general cost items: site accommodation

#### Clauses

#### 110 Site accommodation

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1. Details: Site accommodation required or made/ not made available by the Employer: See section A36.
2. Cost significant items:

Ω End of Section

## A42

# Contractor's general cost items: services and facilities

### Clauses

#### 110 Services and Facilities

---

1. Details: Services or facilities required or made / not made available by the Employer: See sections A36

Ω End of Section

**A43**

## **Contractor's general cost items: mechanical plant**

### **Clauses**

#### **110 Mechanical Plant**

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1. Cost significant items:

Ω End of Section

## A44

# Contractor's general cost items: temporary works

### Clauses

#### 110 Temporary roads

---

1. Details: Temporary works required or made / not made available by the Employer: See section A36
2. Cost significant items:

Ω End of Section

## **Section 2**

# **Workmanship and Materials**

## **Section 2 – Workmanship & Materials**

### **C20 DEMOLITION**

To be read with Preliminaries/ General Conditions.

#### **25 LOCATION OF SERVICES**

- Services affected by the Works: Locate and mark positions.
- Mains services marking: Arrange with the appropriate authorities for services to be located and marked.

#### **76 ASBESTOS-CONTAINING MATERIALS - UNKNOWN OCCURENCES**

- Discovery: Give notice immediately of suspected asbestos-containing materials when discovered during deconstruction/ demolition work. Avoid disturbing such materials.
- Removal: Submit statutory risk assessments and details of proposed methods for safe removal.

#### **78 UNFORESEEN HAZARDS**

- Discovery: Give notice immediately when hazards, such as unrecorded voids, tanks, chemicals, are discovered during deconstruction/ demolition.
- Removal: Submit details of proposed methods for filling, removal, etc.

#### **86 SITE LEVELS AT COMPLETION**

- Levels: Grade the site to follow the levels of adjacent areas.

#### **90 CONTRACTOR'S PROPERTY**

- Components and materials arising from the deconstruction/ demolition work: Property of the Contractor except where otherwise provided.
- Action: Remove from site as work proceeds where not to be reused or recycled for site use.

#### **95 RECYCLED MATERIALS**

- Materials arising from deconstruction/ demolition work: Can be recycled or reused elsewhere in the project, subject to compliance with the appropriate specification and in accordance with any site waste management plan.

### **D20 EXCAVATING AND FILLING**

#### **04 SITE INVESTIGATION**

- Report: to be undertaken by the Contractor as required.

#### **50 HAZARDOUS, AGGRESSIVE OR UNSTABLE MATERIALS**

- Generally: Do not import or use fill materials which would, either in themselves or in combination with other material or ground water, give rise to a health hazard, damage to building structures or instability in the filling.

#### **53 WATER**

- General: Keep excavations free from water until foundations and below ground constructions are completed.

#### **55 PLACING FILL GENERALLY**

- 21 Excavations and areas to be filled: Free from loose soil, rubbish and standing water.
- Freezing conditions: Do not use frozen materials or materials containing ice. Do not place fill on frozen surfaces.
- Fill against structures, membranes or buried services: Place and compact in a sequence and manner which will ensure stability and avoid damage.

#### 60 BACKFILLING AROUND FOUNDATIONS

- Under oversite concrete and pavings: Hardcore.
- Under grassed or landscaped areas: Material excavated from the trench, laid and compacted in 300 mm layers.

#### 62 FROST SUSCEPTIBILITY

- General: Except as allowed below, fill must be non frost-susceptible as defined in Highways Agency 'Specification for highway works', clause 801.17.

#### 65 HARDCORE

- Fill: Granular material, free from harmful matter and excessive dust or clay, well graded, all pieces less than 75 mm in any direction, and in any one layer only one of the following:
  - Crushed hard rock or quarry waste.
  - Crushed concrete, brick or tile, free from plaster.
  - Gravel or hoggin.
- Filling: Spread and level both backfilling and general filling in layers not exceeding 150 mm. Thoroughly compact each layer.

### **E10 MIXING/ CASTING/ CURING IN SITU CONCRETE**

#### 15 SPECIFICATION

- Concrete generally: To BS 8500-2
- Exchange of information: Provide concrete producer with information required by BS 8500-1, clauses 4 and 5.

#### 45 PROPERTIES OF FRESH CONCRETE

- Adjustments to suit construction process: Determine with concrete producer. Maintain conformity to the specification.

#### 50 PREMATURE WATER LOSS

- Requirement: Prevent water loss from concrete laid on absorbent substrates.
  - Underlay: Polyethylene sheet 250 micrometres thick.
  - Installation: Lap edges 150 mm.

#### 60 PLACING AND COMPACTING

- Surfaces to receive concrete: Clean, with no debris, tying wire clippings, fastenings or free water.
- Timing: Place as soon as practicable after mixing and while sufficiently plastic for full compaction.
- Temperature limitations for concrete: 30°C (maximum) and 5°C (minimum). Do not place against frozen or frost covered surfaces.
- Compaction: Fully compact to full depth to remove entrapped air especially around reinforcement, cast-in accessories, into corners of formwork and at joints. Continue until air bubbles cease to appear on the top surface.
  - Methods of compaction: To suit consistence class and use of concrete.

#### 70 CURING AND PROTECTING

- Evaporation from surfaces of concrete: Prevent throughout curing period.



- Surfaces covered by formwork: Retain formwork in position and, where necessary to satisfy curing period, cover surfaces immediately after striking.
- Top surfaces: Cover immediately after placing and compacting. Replace cover immediately after any finishing operations.

## **Q10 KERBS/ EDGINGS/ CHANNELS/ PAVING ACCESSORIES**

### **40 LAYING KERBS, EDGINGS AND CHANNELS**

- Cutting: Neat and accurate and without spalling. Form neat junctions.
- Bedding and backing of units: Either of the following: Bedded on mortar laid on hardened concrete base. Bedding mortar allowed to set and units secured with a continuous haunching of concrete.
  - Bedded on fresh concrete races to BS 7533-6, secured with backing concrete cast monolithically with concrete race.
- Concrete for foundations and haunching:
  - Standard: To BS 8500-2.
  - Designated mix: Not less than GEN0 or Standard mix ST1 or better, low workability.
- Mortar bedding: 1:3 cement:sand as section Z21.
  - Bed thickness: 12-40 mm.

### **45 ACCURACY**

- Deviations (maximum):
  - Level:  $\pm 6$  mm.
  - Horizontal and vertical alignment: 3 mm in 3 m.

### **50 TOOLED MORTAR JOINTS**

- Jointing: Ends of units buttered with bedding mortar as laying proceeds. Joints completely filled and tooled to a neat flush profile.
  - Joint width: 6 mm.

### **51 TOOLED COLOURED MORTAR JOINTS**

- Jointing: Ends of units buttered with bedding mortar as laying proceeds. Joints completely filled and raked out to a depth of 10 mm for pointing.
  - Joint width: 6 mm.
- Pointing: Joints refilled and tooled to a neat flush profile.
  - Pointing mortar: 1:3 cement:sand.

### **60 SEALANT MOVEMENT JOINTS**

- Joint filler: Compressible cellular rubber or plastics, built in as work proceeds, extending through haunching and foundation and positioned to support correct depth of sealant.

### **65 ROAD MARKING**

- Surface to receive markings: Clean and dry, loose material removed.
- Application: Uniform, with no streaks or ragged edges.

### **80 REGULARITY OF PAVED SURFACES**

- Maximum undulation of (non-tactile) paving surface: 3 mm.
  - Method of measurement: Under a 1 m straight edge placed anywhere on the surface (where appropriate in relation to the geometry of the surface).
- Difference in level between adjacent units (maximum):
  - Joints flush with the surface: Twice the joint width (with 5 mm max difference in level).
  - Recessed, filled joints: 2 mm.

- Recess depth (maximum): 5 mm.
- Unfilled joints: 2 mm.
- Sudden irregularities: Not permitted.

## **Q20 GRANULAR SUB-BASES TO ROADS/ PAVINGS**

### **10 THICKNESSES OF SUB-BASES**

- Thicknesses: As specified in the relevant paving section.

### **30 EXCAVATION AND COMPACTION OF SUBGRADES**

- Final excavation to formation level: Carry out immediately before compaction of subgrade.
- Wet conditions: Do not excavate or compact when the subgrade may be damaged or destabilized.
- Compaction: Thoroughly, by roller or other suitable means, adequate to resist subsidence or deformation of the subgrade during construction and of the completed roads/ pavings when in use. Take particular care to compact fully at intrusions, perimeters and where local excavation and backfilling has taken place.

### **40 SUB-BASES**

- Granular material: Of a known suitability for use in sub-bases, free from ice, harmful matter and excessive dust or clay, well graded, all pieces less than 75 mm in any direction, and selected from one of the following:
  - Crushed rock (other than argillaceous rock) or quarry waste.
  - Crushed concrete, crushed brick or tile, free from plaster, timber and metal.
  - Gravel or hoggin with not more clay content than is required to bind the material together, and with no large lumps of clay.
  - Natural sand or gravel.

### **45 LAYING AND COMPACTING SUB-BASES**

- Subgrade: Not frozen and free from loose soil, rubbish and standing water.
- Structures, membranes and buried services: Ensure stability and avoid damage.
- General: Spread and level in layers.
- Compaction:
  - Timing: As soon as possible after laying.
  - Method: By roller or other suitable means, adequate to resist subsidence or deformation of the sub-base during construction and of the completed paving when in use. Take particular care to compact fully at intrusions, perimeters and where local excavation and backfilling has taken place.

### **60 SURFACES TO RECEIVE SAND BEDDING FOR PAVING**

- Blind surface: As necessary before compaction to ensure that surface is tight and dense enough to prevent laying course sand being lost into it during construction or use.
- Material: Sand or PFA.

### **70 PROTECTION**

- Sub-bases: As soon as practicable, cover with subsequent layers
- Subgrades and sub-bases: Prevent degradation by construction traffic, construction operations and inclement weather.

## **Q28 TOPSOIL, GROWING MEDIA AND AMELIORANTS**

### **Q28/20 IMPORTED TOPSOIL**

- Quantity: Provide as necessary to make up any deficiency existing on site and to complete the work.
- Classification: Multipurpose to BS 3882.
- All screened topsoil brought onto site to bring up to existing levels must be fit for residential use compliant with BS388. A chemical analysis test must be provided to John Hill Associates' CA before any topsoil is imported onto site.

### **Q28/25 SANITIZED AND STABILIZED COMPOST**

- Standard: In accordance with PAS 100.
- Type: Sanitized and stabilized compost.
- Horticultural parameters:
  - pH (1:5 water extract): 7.0-8.7.
  - Electrical conductivity (maximum, 1:5 water extract): 200 mS/m.
  - Moisture content (m/m of fresh weight): 35-55%.
  - Organic matter (minimum): 25%.
  - Grading (air dried samples): 99% passing 25 mm screen, and 90% a 10 mm screen mesh aperture.
  - Carbon:Nitrogen ratio (maximum): 20:1.
- Texture: Friable.
- Objectionable odour: None.
- Timing: Apply prior to cultivation.

### **Q28/30 SPREADING TOPSOIL**

- Temporary roads or surfacing: Remove before spreading topsoil.
- Spreading: Spread when reasonably dry, maintaining crumb structure. Do not compact.
- Layers:
  - Depth (maximum): 150 mm.
  - Gently firm each layer before spreading the next.
- Depths after firming and settlement (minimum): 200mm.

### **Q28/40 FINISHED LEVELS OF TOPSOIL AFTER SETTLEMENT**

- Above adjoining paving or kerbs: 30mm.
- Within the root spread of existing trees: Unchanged.
- Below dpc of adjoining buildings: Not less than 150 mm.
- Shrub areas: Higher than adjoining grass areas by 30 mm.
- Within root spread of existing trees: Unchanged.
- Adjoining soil areas. Marry in.

### **Q28/45 DOCUMENTATION**

- Timing: Submit at handover.
- Contents:
  - Record of source for all soil components.
  - Record drawings showing the location and depth of all soils.
- Supplier's declaration of compliance with BS 3882.

## **Q40 FENCING**

### **60 INSTALLATION GENERALLY**

- Expertise: By an experienced fencing contractor.
- Alignment: Straight lines or smoothly flowing curves.
- Tops of posts: Following profile of the ground.
- Setting posts: Rigid, plumb and to specified depth, or greater where necessary to ensure adequate support.
- Fixings: All components securely fixed.

### **70 SETTING POSTS IN CONCRETE**

- Standard: To BS 8500-2.
- Mix: Designated concrete not less than GEN1 or Standard prescribed concrete not less than ST2.
- Alternative mix for small quantities: 50 kg Portland cement to 150 kg fine aggregate to 250 kg 20 mm nominal maximum size coarse aggregate, medium workability.
- Admixtures: Do not use.
- Holes: Excavate neatly and with vertical sides.
- Filling: Unless specified otherwise position post/ strut and fill hole with concrete to not less than half the depth, well rammed as filling proceeds and consolidated.
- Backfilling of holes not completely filled with concrete: Excavated material, well rammed and consolidated.

### **90 MAKING GOOD GALVANIZED SURFACES**

- Treatment of minor damage (including on fasteners and fittings): Low melting point zinc alloy repair rods or powders made for this purpose, or at least two coats of zinc-rich paint to BS 4652.
- Thickness: Apply sufficient material to provide a zinc coating at least equal in thickness to the original layer.

## **Q50 SITE/ STREET FURNITURE/ EQUIPMENT**

### **80 CONCRETE FOUNDATIONS**

- Standard: To BS 8500-2.
- Mix: Designated concrete not less than GEN 1 or standard prescribed concrete not less than ST2.
- Foundation holes: Neat vertical sides.
- Depth of foundations, bedding, haunching: Appropriate to provide adequate support and to receive overlying soft landscape or paving finishes.
- Components: Accurately positioned and securely supported.
- Concrete fill: Fully compacted as filling proceeds.
- Concrete foundations exposed to view: Compacted until air bubbles cease to appear on the upper surface, then weathered to shed water and trowelled smooth.
- Temporary component support: Maintain undisturbed for minimum 48 hours.

## **Section 3**

# **Employers Requirements**

### **3. SECTION THREE – THE WORKS – EMPLOYERS REQUIREMENTS**

Introduction – this section of the document sets out the client brief and procurement strategy for the proposed scheme. This document is to be completed where relevant with the associated costs per item.

#### **3.1 Project Overview**

- 3.1.1** Thorne Mooreds Town Council (TMTC) are working in partnership with the Local Community to bring about improvements to the existing dilapidated Children's Play Area within the Thorne Memorial Park
- 3.1.2** TMTC Seek to obtain Design and Build quotations from Principal Contractors with experience in this specialism.
- 3.1.3** TMTC require that each tendering contractor provide a two part submissions meeting the requirements as set out in this document. One meeting the initial budget and an enhanced scheme meeting the potential increased project budget.
- 3.1.4** TMTC seek to provide an improved facility that is "inventive, creative, inclusive and stimulating".

#### **3.2 Scope of Services**

- 3.2.1** The principal contractor shall carry out the detailed design for the proposals / works including any specification / selection of equipment, fencing, paving, soft play areas, landscaping etc. This design is to be submitted with the tender submission. TMTC take no responsibility for design fees and costs incurred through the design phase and tender phase of the project.
- 3.2.2** The Principal contractor shall provide a fixed price tender for undertaking the works as set out within the principal contractors design.

#### **3.3 Tender Submitted Information**

- 3.3.1** Tenderers are to submit their designs and tender documentation in sealed envelopes, bearing no mark of sending with the words "MEMORIAL PLAY PARK TENDER" on the face of the envelope.
- 3.3.2** Tenders should be returned to Thorne Mooreds Town Council, Assembly Rooms, Fieldside, Thorne, Doncaster, DN8 4AE
- 3.3.3** Tenders should be submitted no later than 12 Noon on 26<sup>th</sup> July 2024 - - No Electronic Submissions will be accepted. Please take note of restricted opening hours prior to this date and time. TMTC will ensure the office is open morning of 26<sup>th</sup> July.
- 3.3.4** Any tenders received after the tender return deadline will be declined and returned to sender.

**3.3.5** The Tendering Principal Contractors should submit the following information with their tender;

- Completed and Signed Tender Return Form Option 1
- Completed and Signed Tender Return Form Option 2 (Enhanced scheme)
- Completed Specification of works document, Sections 1,2,3,4,5
- Completed and Signed certificates “A” – Confirmation of Bona Fide Tender
- Completed and Signed certificate “B” - Certificate in respect of unauthorised approaches to Thorne Mooreds Town Council employees
- Detailed Designs – Option One (as described in section 3.3.6)
- Detailed Designs – Option Two (Enhanced) (as described in section 3.3.6)
- Completed and signed Pre-Qualification Questionnaire and relevant appendices (see appendix 4)
- A Programme of works detailing the critical path of the project

Failure to submit all the information itemised above may result in the submission being rejected.

**3.3.6** Both designs (Options 1 and 2) submitted at tender stage should be communicated in the form of the following;

- 2D scaled plan drawings showing the layouts of the equipment in context of the site, integration with the existing equipment and fencing, benching, litter bins etc. Dimensions should be shown on this drawing to show the overall size of the proposal.
- 2D Plan showing surface finishes and designs including, paths, kerbs / edgings and materials to be provided
- 2D Plan showing extent of fencing, heights, gate positions etc.
- 2D Compound plan showing typical site management and separation of the public.
- 3D visualisation / artists impression of the proposals and equipment to be used (ideally in context)

### **3.4 Design Responsibility**

**3.4.1** Design responsibility for the project rests wholly with the Principal Contractor – The Principal Contractor will take on-board the responsibilities of Designer under the CDM 2015 regulations. The Principal contractor is to liaise with JHA Architecture Ltd Throughout the Design and Construction process and provide information as requested.

**3.4.2** The Principal Contractor is to provide Professional Indemnity insurance for the design of the play area and associated features as designers for the project. Refer to Section 1. This cover is to be maintained for 12 years post the date of practical completion of the project.

**3.4.3** The Principal Contractor shall consult and comply with the provisions set out by the HSE (Health and Safety Executive), API (Association of Play Industries) and RoSPA (Royal Society for the Prevention of Accidents) guidelines throughout the design and construction process.

**3.4.4** The Principal Contractor shall allow for an API / RoSPA Post Installation Inspection Report.

### **3.5 Evaluation Strategy and Award of Contract**

**3.5.1** Due to the nature of the works TMTC requires tenderers to submit design proposals in line with the Employers requirements that will be evaluated on a Qualitative and Value for money basis. The tenders will be assessed on the following;

- Pre-Qualification Questionnaire
- Design – Qualitative Evaluation
- Value for Money
- Programme of works

As the project is a design and build scenario with a set budget TMTC intend to score the tender proposals in sections based on the above criteria. Answers will be rated from 0 to 5 as below. Any Tenderer achieving a score less than 3 in any criteria or achieving a mean average score of 5 or less maybe eliminated from the remainder of the process.

Scoring will be undertaken by a focus group of TMTC Councillors and will be subject to their unbiased opinion. The Project Co-Ordinator and the Town Clerk will guide this process. Scores will be independently awarded by the focus group and a recommendation submitted for cull council consideration and comments made.

#### **3.5.2 Pre-Qualification Questionnaire**

This section of the evaluation will be scored on a PASS / FAIL basis. A tenderer failing any question in this section maybe excluded from the remainder of the process. – This section will be reviewed by the Project Co-Ordinator.

#### **3.5.3 Design Qualification Questionnaire**

The design proposals put forward as detailed in section 3 will be evaluated using the following system;

Scoring

- 0 – Inadequate – The design is unacceptable or non-existent
- 2 – Poor – The design is deficient in certain areas where the details of relevant items require review / clarity or do not meet expectations.
- 3 – Satisfactory – The design is acceptable but with some minor reservations.
- 4 – Good – The standard of the design fully meets expectations.
- 5 – Outstanding – The Standard of the design exceeds expectation.

Design Evaluation Review Topics / Criteria.

1. Is the design Inclusive i.e. 4 all facilities, sensory, disability, accessibility?
2. Is the design Creative / Inventive, with a link to Thorne Memorial Park
3. Have the design requirements / core criteria been met?
4. Variety of Equipment design / activities included for all ages?
5. Parent and ancillary facilities included within the design (benching, bins picnic etc)?
6. Fencing and security design
7. Surfacing design?
8. Sustainability and maintenance considerations?
9. Is the Scheme Engaging
10. Environmental consideration / sourcing / Green Agenda



### 3.5.4 Value for money

As the budget is disclosed for each option it is noted that tendering contractors will be preparing proposals in line with the figures shown. This said, the budget does not have to be fully expended and represents the upper limit for the scheme.

Value for money will be reviewed on the following grounds and also scored as set out below.

#### Scoring

- 0 – Inadequate – The proposals are unacceptable or the budget does not exist
- 2 – Poor – The proposals does not meet the budget targets set out and / or the proposals are not Value for money.
- 3 – Satisfactory – The Proposals meet the budget upper limit and the criteria set out – Costs appear fair and reasonable
- 4 Good – The proposals show good value for money and cost vs quality have been well balanced.
- 5 – Outstanding – The proposal shows excellent value for money and quality vs cost has been extremely well balanced.

Value for Money Evaluation Review Topics / Criteria.

1. Overall Proposal Cost vs Quality
2. Variety of equipment provided – Cost vs Quality
3. Proportion of budget allocated to provide equipment v's OHP, Prelims etc.

### 3.5.5 Programme

This section will be evaluated based on the target project dates as set out within section 1 of this document. – Award WC 7<sup>th</sup> October – Target completion Feb 2025 - This will be scored as follows.

#### Scoring

- 0 – Inadequate – The Programme is unacceptable or non-existent
- 2 – Poor – The Programme does not meet the targets set out.
- 3 – Satisfactory – The Programme in whole meets the target dates set out however with some reservations i.e. no room for error
- 4 Good – The Programme fully meets expectations with time allocated for possible unforeseen delays
- 5 – Outstanding – The Programme exceeds expectations and provides additional detail and clarity with ample time allocated for unforeseen delays.

### 3.5.6 Opening Ceremony

- The PC is requested to attend and assist the support of the opening ceremony of the park – please provide details of how your organisation can support this. This will be scored on proposed contribution between 0 – 3
- 0 – Poor – The support provided is unacceptable or non-existent
- 2 – Good – The support provided is engaging and provides social value to the community.
- 3 – Outstanding – The support outlined demonstrates a outstanding level of social and community support.
- .

### **3.6**     **Design Brief / Core Criteria - Option 1**

*This Section identifies the design brief and core requirements set out for the proposal – this brief has been prepared by the working party of Thorne Moorends Town Council Councillors.*

#### **Budget**

- 3.6.1**     Thorne Moorends Town Council have allocated a Budget of one hundred and twenty thousand pounds sterling (£120,000.00) for the redevelopment of the Thorne Memorial Park Play Area.

#### **Design Considerations**

- 3.6.2**     The design should be inventive, creative, inclusive and stimulating and make subtle reference to the Memorial Park
- 3.6.3**     Special Educational needs and Sensory items to be integrated
- 3.6.4**     Variety of equipment for all age groups to be considered.
- 3.6.5**     Parent / guardian areas / ancillary spaces to be considered.
- 3.6.6**     Teen equipment to be installed outside fenced perimeter
- 3.6.7**     Avoid the use of enclosed equipment such as “slide towers” to prevent anti social behaviour.
- 3.6.8**     A Statement item should be considered to bring the design of the play area to life.
- 3.6.9**     The design should consider the close proximity of the adjoining care facility Parklands with respect to security and noise.
- 3.6.10**    No trampolines are to be included within the scheme

#### **Security**

- 3.6.11**    The Toddler and Junior Area should be fully fenced – Existing fencing can be repaired, retained and expanded where required
- 3.6.12**    Repair / provide new access gates to fenced area suitable for large prams’ and accessibility equipment such as wheelchair and mobility equipment.

#### **Equipment – inside fenced perimeter**

- 3.6.13**    Deteriorated / broken / dangerous equipment to be removed.
- 3.6.14**    Repair, service and repaint equipment that can be restored / retained.
- 3.6.15**    Teen Equipment such as “climbing pyramid” “Ping Pong Table” to be maintained / relocated outside fenced perimeter (if such equipment can be suitably serviced)

**3.6.16** Desired equipment considerations include – Slides, multiple types / styles of swings, climbing equipment.

**3.6.17** A “me to you” swing should be considered.

**3.6.18** Existing Springers to be serviced and retained where possible

**3.6.19** A minimum of 2 Climbing units with slides should be provided

**3.6.20** Toddler and Junior swings should be provided

**3.6.21** An inclusive roundabout should be considered

**3.6.22** A trail should be considered.

#### **Teen area**

**3.6.23** A Zip line should be considered.

**3.6.24** Climbing units to be considered

**3.6.25** Existing equipment such as Ping pong table and pyramid climbing unit to be fully serviced, aesthetically upgraded and relocated.

#### **Ancillary equipment**

**3.6.26** Litter bins should be provided within the areas

**3.6.27** Benching and Picnic areas should be provided – (existing octagon picnic bench to be retained)

#### **Surfacing**

**3.6.28** Access to the area should be provided – connecting the existing path network to the new play areas

**3.6.29** Designed Soft play surfacing to be provided the extent of junior / toddler fenced area

**3.6.30** Low maintenance landscaping to be considered

#### **Maintenance / Warranties**

**3.6.31** All equipment should be of a robust nature and a metal construction painted (designers choice)

**3.6.32** Deleterious materials such as timber should be avoided.

**3.6.33** Warranties should be provided for the project as follows

- Moving parts and components 2 year guarantee against fair wear and tear
- Wet pour surfacing 5 year guarantee against fair wear and tear
- Paintwork PPC / Plastic coating guarantee 5 years against fair wear and tear
- Structural steel products 25 years against fair wear and tear

<b>3.6.34</b>	TMTC already have a contract with RoSPA and DMBC for the annual inspection of the equipment – PC to allow for undertaking the initial inspection on completion of the project for year 1.	
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**3.7     Design Brief - Option 2 – (ENHANCED)**

**Budget**

- 3.7.1**    Thorne Moorends Town Council are hoping to have an optional additional budget of one hundred thousand pounds sterling (£100,000.00) for improving the scheme and providing an enhanced variety of equipment.

**Design Considerations**

- 3.7.2**    Increased variety of equipment

**Section 4**  
**Priced Document**

		£	P
<b>4</b>	<b><u>PRICED SUBMISSION OPTION 1 - £120K Budget</u></b>		
<b>4.1</b>	<b><u>Introduction</u></b>		
	The Principal contractor is asked to complete this section along with the summary of elements required in other sections of this document. Items not listed however implied by this document or the design are deemed to be included.		
<b>4.3.</b>	<b><u>Priced Submission / Scope of Works / Design Requirements / Core criteria</u></b>		
	NB: Please quantify and itemise a full breakdown of your submission for option 1 design proposals below, an electronic copy of this document can be provided for your use to increase sections.		
<b>4.3.1</b>	Section 1 – A10 Section 1 – A11 Section 1 – A12 Section 1 – A20 Section 1 - A30 Section 1 - A31 Section 1 - A32 Section 1 – A33 Section 1 – A34 Section 1 - A36 Section 1 – A37		
		Sub Total -	
<b>4.3.2</b>	Section 2 – C20 Section 2 – D20 Section 2 – E10 Section 2 – Q10 Section 2 – Q20 Section 2 - Q40 Section 2 – Q50		
		Sub Total	
<b>4.3.3</b>	Section 3 Generally		
		Sub Total	
<b>4.3.4</b>	Any additional Preliminaries not included in Section 1 and Section 2		
	A.		
	B.		
	C.		
	D.		



<b>4.3.5</b>	Site Surveys / Investigation and Mobilisation / Contamination Testing / WAC testing etc / Structure assessment / calculation for foundations (CBR etc).
	A.
	B.
	C.
<b>4.3.6</b>	D.
	Removal / Recycle / refurbishment of existing equipment (if any)
	A.
	B.
<b>4.3.7</b>	C.
	D.
	Removal / adaptation / recycling / refurbishment of existing fencing / gates (if any)
	A.
<b>4.3.8</b>	B.
	C.
	D.
	Ground works / excavation / site adaptation
<b>4.3.9</b>	A.
	B.
	C.
	D.
<b>4.3.10</b>	Equipment and Installation including all foundations etc Toddler and junior Area
	A.
	B.
	C.
	D.
	Soft play surfacing / matting / general surfacing associated with toddler and Junior area
	A.
	B.
	C.
	D.

<b>4.3.11</b>	Equipment and Installation of said equipment including all foundations etc Teen area
	A.
	B.
	C.
<b>4.3.12</b>	D.
	Soft play surfacing / matting / general surfacing associated with Teen area
	A.
	B.
<b>4.3.13</b>	C.
	D.
	New Fencing Extent / Type / installation and Foundations etc
	A.
<b>4.3.14</b>	B.
	C.
	D.
	Ancillary Equipment and installation, Parent areas / benching generally / Litter bins etc.
<b>4.3.15</b>	A.
	B.
	C.
	D.
<b>4.3.16</b>	Landscaping / Turfing / Seeding / finishes generally.
	A.
	B.
	C.
	D.
	API / RoSPA Post Installation Inspections / 1 years servicing and safety audits
	A.
	B.
	C.
	D.



**Section 5**  
**Example Scoring Document**

Scoring Sheet  
For  
Proposed Moorends Memorial Play Ground  
For  
Thorne Moorends Town Council

Tendering Contractor.....  
Date.....

Description	Points 0-5or P/ F (as set out in Section 2)	Comments
<b>2.5. Pre Qualification Questionnaire</b>	Pass / Fail	
<b>Design Questionnaire</b>		
1. Is the design Inclusive i.e. 4 all facilities, sensory, disability, accessibility?		
2. Is the design Creative / Inventive, with a link to Thorne Memorial Park		
3. Have the design requirements / core criteria been met?		
4. Variety of Equipment design / activities included for all ages?		
5. Parent and ancillary facilities included within the design (benching, bins picnic etc)?		
6. Fencing and security design		
7. Surfacing Design		
8. Sustainability and maintenance consideration		
9. Is the scheme engaging		
10. Environmental considerations / sourcing / Green Agenda		
<b>Value For Money</b>		
1. Overall Proposal Cost vs Quality		
2. Variety of equipment provided – Cost vs Quality		
3. Proportion of budget allocated to provide equipment v's OHP, Prelims etc.		
<b>Programme</b>		
1. Overall Programme		
<b>Opening Ceremony support – 0-3</b>		
Total	/ 73	

**Section 6**  
**Tender Return Form**

**JHA Architecture Ltd**  
**TENDER FOR**  
**PROPOSED PLAY AREA OPTION 1 – (£120k Budget)**  
**AT**  
**THORNE MEMORIAL PARK**  
**FOR**  
**THORNE MOORENDS TOWN COUNCIL**

TO:- Thorne Moorends Town Council

Sirs

I/We the undersigned hereby offer to undertake upon the terms and conditions of, and in the manner described in the Conditions of Contract, Specification of Works and drawings which have been furnished to and inspected by me/us to supply all labour, materials and plant to carry out all works required to complete the whole of the works included or implied in the Specification and all Drawings in accordance with the said conditions of contract for the sum of

in words ..... Pounds

..... pence (plus VAT)    £ .....(Plus VAT)

If successful we would be able to commence the works within ..... weeks of acceptance of the tender.

If successful we would require ..... weeks from the date of possession to complete the works.

Dated this ..... day of ..... Two Thousand and Twenty Four

Signed .....

For and on behalf of .....

**JHA Architecture Ltd**

**Architectural & Surveying Consultants**

**TENDER FOR**

**PROPOSED PLAY AREA OPTION 1 – (£120k Budget)**

**AT**

**THORNE MEMORIAL PARK**

**FOR**

**THORNE MOORENDS TOWN COUNCIL**

1. Tenders are to be delivered or sent by post to reach the office of Thorne Moorends Town Council, no later than 12.00 noon on 26<sup>th</sup> July 2024
2. Unqualified tenders only must be submitted and any qualifications of the tender or variation of the terms and conditions of contract will result in the rejection of the tender.
3. No undertaking is given that the lowest or any tender will be accepted.
4. The Contractor is expected to check when submitting his tender that the amount stated on the tender form is correct. NBS Guide to Tendering for Construction Projects Alternative 1 Applies.
5. Should the tender under consideration exceed the Employer's Budget then the procedure will be as laid down in the NBS Guide to Tendering for Construction Projects.
6. The Contractor is advised to visit the site prior to preparing his tender



**JHA Architecture Ltd**  
**TENDER FOR**  
**PROPOSED PLAY AREA OPTION 2 – (£80k Budget)**  
**AT**  
**THORNE MEMORIAL PARK**  
**FOR**  
**THORNE MOORENDS TOWN COUNCIL**

TO:- Thorne Moorends Town Council

Sirs

I/We the undersigned hereby offer to undertake upon the terms and conditions of, and in the manner described in the Conditions of Contract, Specification of Works and drawings which have been furnished to and inspected by me/us to supply all labour, materials and plant to carry out all works required to complete the whole of the works included or implied in the Specification and all Drawings in accordance with the said conditions of contract for the sum of

in words ..... Pounds

..... pence (plus VAT)    £ .....(Plus VAT)

If successful we would be able to commence the works within ..... weeks of acceptance of the tender.

If successful we would require ..... weeks from the date of possession to complete the works.

Dated this ..... day of ..... Two Thousand and Twenty Four

Signed .....

For and on behalf of .....

**JHA Architecture Ltd**  
**TENDER FOR**  
**PROPOSED PLAY AREA OPTION 2 – (£100k Budget)**  
**AT**  
**THORNE MEMORIAL PARK**  
**FOR**  
**THORNE MOORENDS TOWN COUNCIL**

1. Tenders are to be delivered or sent by post to reach the office of Thorne Moorends Town Council, no later than 12.00 noon on 26<sup>th</sup> July TBC 2024
2. Unqualified tenders only must be submitted and any qualifications of the tender or variation of the terms and conditions of contract will result in the rejection of the tender.
3. No undertaking is given that the lowest or any tender will be accepted.
4. The Contractor is expected to check when submitting his tender that the amount stated on the tender form is correct. NBS Guide to Tendering for Construction Projects Alternative 1 Applies.
5. Should the tender under consideration exceed the Employer's Budget then the procedure will be as laid down in the NBS Guide to Tendering for Construction Projects.
6. The Contractor is advised to visit the site prior to preparing his tender

**Section 7**  
**Pre Qualification Questionnaire**

## Contractor Pre-Qualification Questionnaire

JHA Architecture and Thorne Moorends Town Council is committed to high standards of health, safety and welfare. Contractors working on JHA sites must ensure that they comply with all current health, safety and environmental legislation, industry standards and good working practices.

All contractors must satisfy the requirements of the questionnaire in order to be accepted and placed on the Approved Contractors List. No contractor will be permitted to work on any TMTC projects without prior approval.

All sections of the questionnaire must be completed. Any sections not applicable must be clearly indicated. Simply completing the questionnaire will not achieve a successful assessment; documentary evidence must be provided to support your answers.

In the event that you are unsure of your response, please contact this office.

Please note that we will request updated information from you periodically to ensure that you are continuing to maintain your current systems and procedures.

Part 1: Company Details			
Supplier	<input type="checkbox"/>		
Subcontractor	<input type="checkbox"/>		
Trading Name			
Address			
Town / City			
County			
Post Code			
Website			
Description of services / goods that your company provides:			
Have you worked for TMTC or JHA Architecture Ltd before?			YES / NO
Which project did you last work on with and approx. date?			
Main Contact			
Name			
Email			
Phone		Fax	
Your Company			
How many direct staff does your company employ?			
Do you as a company employ sub-contract or agency staff?			YES / NO
Who has executive responsibility for health, safety & environmental issues in your company?			
Name			
Position			
Email			

Phone		Fax	
<b>Part 2: Quality, Safety and Environment</b>			
<b>1</b> Does your company operate a Quality Management System e.g. ISO 9001? If YES, please attach a copy of certificate.			YES / NO
If NO, please give details of how you manage quality assurance within your organisation.			
<b>Safety Schemes in Procurement</b>			
<b>2</b> Are you a member of CHAS or Constructionline, or any other SSIP Schemes? Please see <a href="http://www.ssiip.org.uk">www.ssiip.org.uk</a> for a list of accredited members.  <b>Please attach a copy of your latest membership certificate / approval letter and proceed to Q11. If not, please continue with Q3.</b>			YES / NO
<b>Health and Safety</b>			
<b>3</b> Does your company have a health and safety policy? If yes please enclose a copy.			YES / NO
<b>4</b> When was your health and safety policy last reviewed?			
<b>5</b> Please provide details of how you bring the details of your health and safety policy to the attention of your employees.			
<b>6</b> How do you monitor the health and safety performance of your direct employees?  Please provide an example of a site inspection.			
<b>7</b> Please provide the name of the person or organisation that provides competent health and safety advice to your organisation:			
Name			
Organisation			
Address			
Telephone			
Email			
Please attach an up to date CV for the above person ensuring that details of relevant health and safety qualifications are included.			
<b>8</b> Does your company undertake health and safety training to both staff & operatives? If yes, please attach a copy of your training matrix to this form and provide some sample certificates.			YES / NO
<b>9</b> Asbestos awareness training is a legal requirement for anyone who can potentially be at risk of exposure. Because asbestos is widely found in older buildings, JHA Ltd expect all subcontractors to have received asbestos awareness training by a reputable body i.e. UKATA. Does your company provide training for relevant staff members? If yes, please provide copies of asbestos awareness training certificates.			YES / NO
<b>10</b> Has your company or individuals employed by the company been prosecuted for any breaches of health and safety legislation within the past five years?			YES / NO

11	If YES, give brief details: Has your company been issued with any improvement notices or prohibition notices within the past 3 years? (Please note the HSE's database of prosecutions may be checked to verify this information). If YES, give brief details:	YES / NO
12	Provide details of your accident history for the past 3 years.	
Year	Fatal Accidents	Reportable Accidents
13	Do you carry out your own Risk Assessments, Method Statements and COSHH Assessments? If NO, please state who does and how site specific risk assessments are undertaken:  Please provide a copy of a recent risk assessment and method statement.	YES / NO
14	How do you assess the competence of companies you place your contracts with?	
15	Please confirm that all subcontractors employed by yourselves will be: <ul style="list-style-type: none"> <li>• Suitably qualified and experience to fulfil the contract</li> <li>• Properly qualified and have relevant accreditations</li> <li>• Provided access to documentation enabling them to fully appreciate all aspects of work; and</li> <li>• Are able to demonstrate capability and resources to meet the requirements of the contract</li> </ul>	YES / NO YES / NO YES / NO YES / NO
<b>Environmental Management</b>		
16	Does your company operate an Environmental Management System e.g. ISO14001? If YES, please attach a copy of the certificate. If NO, please explain how your company reduces effects on the environment:	YES / NO
17	Has your company been prosecuted under Environmental Legislation?	
Date	Details:	
<b>Natural Gas Works</b>		
18	Does your company install or commission any works related to gas? If YES, please attach Gas Safe accreditation details.	
	YES / NO	
	What is your Gas Safe registration number?	
	Please give the name of your gas co-ordinator	

<b>Insurance Details</b>			
<b>Employer's Liability</b> – please attach copy			
Insurer		Policy Number	
Limit of Indemnity		Renewal Date	
<b>Public Liability</b> – please attach copy			
Insurer		Policy Number	
Limit of Indemnity		Renewal Date	
<b>Contractors All Risk</b> – please attach copy			
Insurer		Policy Number	
Limit of Indemnity		Renewal Date	
<b>Professional Indemnity</b> – please attach copy			
Insurer		Policy Number	
Limit of Indemnity		Renewal Date	
<b>Accounts Information</b>			
VAT Registration No.		Unique Tax Reference	
Company Registration No.		National Insurance (Where applicable)	
<b>Bank Details</b>			
Account Name			
Sort Code		Account Number	

Minimum Contract Value	£	Maximum Contract Value	£
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<b>Declaration</b>			
Print Name		Role	
Signature		Date	

## DOCUMENTATION CHECKLIST

The following information **MUST** be returned with this questionnaire (on CD). If any are not applicable please write 'None'. Please do not return complete policy or procedural documents – just statement pages (signed and dated). Please scan and send documentation on CD.

<b>Quality</b>	ISO 9001:2000 certification certificate(s)	
<b>SSIP</b>	Accreditations – CHAS, Constructionline, SAFEcontractor	
<b>Health and Safety</b>	Health and Safety Policy Statement (Revised in the last 12 months, signed and dated)	
	Health and Safety Advisor's CV	
	Training Matrix	
	Sample Training Certificates	
	Asbestos Awareness Training Certificates	
	Copies of any Improvement, Prohibition Notices or prosecutions received during the last 5 years	
	Sample Risk Assessment and Method Statement	
	Example Site Inspection Report	
	Copies of ISO 9001, ISO 14001 and OHSAS 18001 Certificates	
<b>Insurance</b>		
	Professional indemnity, public liability, employers Liability, Contractors All risk, Product Liability,	

### For JHA use only

Requested by		Signature		Date	
Reviewed by	Health & Safety Manager	Signature		Date	
	Project Manager	Signature		Date	
	Accounts	Signature		Date	
Decision	Approved	<input type="checkbox"/>			
	Additional information required	<input type="checkbox"/>			
	Failed application	<input type="checkbox"/>			
Comments:					



**Section 8**  
**Certificate of Bona Fide Tender**  
**&**  
**Certificate of None Collaboration**

**THORNE MOORENDS TOWN COUNCIL**  
**Proposed Play Area to Moorends Memorial Play Park**  
**PART A: STATEMENT CONFIRMING BONA FIDE**  
**(GENUINE) TENDERING**

In respect of the belief that the fundamental nature of selective tendering is that Thorne Moorends Town Council shall receive bona fide (genuine) competitive tenders from all those tendering.

I/WE CERTIFY THAT:

- 1.1 The tender submitted with this document is a bona fide (genuine) tender, intended to be competitive.
- 1.2 I/WE have not fixed or adjusted the amount of the Tender under or in line with any agreement or arrangement with any other person.
- 1.3 I/We have not done, and agree that we will not do at any time before the hour set for the return of the Tender, any of the following actions:
  - a. Communicate with a person other than the person calling for this Tender the amount or approximate amount of this Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to get hold of insurance premium quotations that were required for the preparation of the Tender);
  - b. Enter into any agreement with any other person that he/she shall not tender or discuss the amount of any Tender sent in; and
  - c. Offer, pay, give or agree to give any sum of money or valuable consideration, directly or indirectly, to any person for doing, having done, causing or having caused to be done, with regard to this tender or to any other Tender any act or thing described above.

Name:

Position:

For and on behalf

of:

Dated:

***In this statement:***

⇒ ***'Person' includes any person, body or association corporate or incorporate; and***

⇒ ***'Any agreement or arrangements' includes any transaction of the sort described above, formal or informal and whether legally binding or not.***

**THORNE MOORENDS TOWN COUNCIL**  
**Proposed Play Area to Moorends Memorial Play Park**

**PART B: CERTIFICATE IN RESPECT OF UNAUTHORISED  
APPROACHES TO THORNE MOORENDS TOWN COUNCIL  
EMPLOYEES**

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I/We hereby certify that I/We have not made any unauthorised approach in writing or otherwise to any employee of Thorne Moorends Town Council to ascertain any information relating to individual or collective rates of pay, conditions of service or to obtain any operational information to assist in submitting this tender or any other tender or proposed tender and that no person employed by me/us acting on my/our behalf has done any such act.

I/We hereby undertake that I/We will not in the future do any such unauthorised act as specified above in connection with the tender or any proposed tender and that no person employed by me/us acting on my/our behalf will do any such act.

Name:

Position:

For and on behalf of:

Dated: