

FORM OF TENDER

For

**Removal of existing hard tennis courts and cricket lanes and provision
of new artificial turfed multi use games area and twin lane cricket
practice area with nets**

at

**NORMAN SCOTT PARK
Coniston Road Patchway
South Gloucestershire BS34 5JR**

To: Patchway Town Council

I/We have read the Conditions of Contract, Preliminaries and Employer's Requirements delivered to me/us and having examined the drawings and specifications referred to therein and do hereby offer to execute and complete the whole of the works described for the sum of:-

FIRM PRICE TENDER

.....
.....(£)

Time for Completion from the Date for Possession:

..... Calendar weeks

I/ We can commence works on this project in weeks from receipt of an official order.

I/We can confirm that this tender remains open for consideration for 12 weeks.

I/ We enclose the following Contractor's Proposals in support of our tender:-

Priced Works Schedule
Details of proposed specification for the Works

I/ We agree to provide the following Contractor's Proposals in support of our tender within five days of being notified to do so:-

Outline plans, elevations and sections

Method statements

Proposed construction programme (Preliminaries Section A30 clause 480)

It is understood that the lowest or any tender will not necessarily be accepted and no payment or allowance will be made in respect of any tender not accepted.

I/ We agree that in the event of your acceptance of this offer to execute a Form of Contract embodying all the Conditions and terms contained in this offer and to provide the warranties specified therein.

Dated thisday of.....

Signed.....

Name.....

Address.....

.....

.....

Employer's Requirements

January 2020

*Removal of existing hard tennis courts and cricket lanes
and provision of new artificial turfed multi use games area
and twin lane cricket practice area with nets*

At

*NORMAN SCOTT PARK
Coniston Road Patchway
South Gloucestershire BS34 5JR*

For

*PATCHWAY TOWN COUNCIL
Callicroft House, Rodway Road, Patchway, South
Gloucestershire BS34 5DQ*

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A Tender Drawings

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Proposed Cricket Net Layout

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Proposed MUGA Elevations

Existing Block Plan

Proposed Block Plan

Existing Pitch Floor Plan

Existing Site Plan including Football pitches

Proposed Site Plan including football pitches

Site Location Plan

B Performance Specification

C Pricing Schedules

D Pre-construction Information & Design Risk Assessments

E Planning Consent

F Flood Lighting Information (Planning Condition 2)

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Floodlight details

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New Sports Facilities
Norman Scott Park

**EMPLOYER'S
REQUIREMENTS**

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SECTION 1.0 Preliminaries

New Sports Facilities
Norman Scott Park

**EMPLOYER'S
REQUIREMENTS**

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PROJECT PARTICULARS

A10 PROJECT PARTICULARS

110 THE PROJECT

- Name: PTC MUGA and Practice Cricket Lanes
- Nature: Removal of existing hard tennis courts and cricket lanes and provision of new artificial turfed multi use games area and twin lane cricket practice area with nets
- Location: Norman Scott Park, Coniston Road, Patchway, South Gloucestershire BS34 5JR
- Length of contract: Approximately three months

120 EMPLOYER (CLIENT)

- Name: Patchway Town Council
- Address: Callicroft House, Rodway Road, Patchway, South Gloucestershire BS34 5DQ
- Contact: Town Clerk
- Telephone: 01454 868530
- E-mail: clerk@patchwaytowncouncil.gov.uk

130 PRINCIPAL CONTRACTOR (CDM)

- Name: The Contractor

140 CONTRACT ADMINISTRATOR

- Name: Melrose Associates Limited
- Address: 1a Trymwood parade, Bristol BS9 2DP
- Contact: David Wolstenholme
- Telephone: 0117 962 1403

150 PRINCIPAL DESIGNER

- Name: Nicholas Morley Architects Limited
- Address: Suite 10, Corum 2 Corum Office Park, Crown Way, Warmley, Bristol BS30 8FJ
- Contact: Nicholas Morley
- Telephone: 01225 325856
- E-mail: nicholasmorleyarchitects.co.uk

160 QUANTITY SURVEYOR

- Name: Melrose Associates Limited
- Address: 1a Trymwood parade, Bristol BS9 2DP
- Contact: David Wolstenholme
- Telephone: 0117 962 1403

190 CLERK OF WORKS

- Name: N/A

New Sports Facilities
Norman Scott Park

**EMPLOYER'S
REQUIREMENTS**

195 BIM INFORMATION MANAGER

- N/A

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TENDER AND CONTRACT DOCUMENTS

A11 TENDER AND CONTRACT DOCUMENTS

110 TENDER DRAWINGS

- The tender drawings are: Attached in Addendum A

120 CONTRACT DRAWINGS

- The Contract Drawings: The same as the tender drawings.

160 PRECONSTRUCTION INFORMATION

- Format: The Preconstruction information is described in these preliminaries in Section A34. It refers to information given elsewhere in the preliminaries and other tender documents.

180 OTHER DOCUMENTS

- N/A

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THE SITE/ EXISTING BUILDINGS

A12 THE SITE/ EXISTING BUILDINGS

110 THE SITE

- Description: Norman Scott Park is open to the public and is home to regular sports group users. It has a children's play area with accessible equipment, a floodlit skateboard area, a picnic area, copses planted for wildlife as well as three football pitches, a cricket pitch and a floodlit, hard court pitch.

120 EXISTING BUILDINGS ON/ ADJACENT TO THE SITE

- Description: Patchway Sports and social club, Pavilion and ancillary building (see location plan).

140 EXISTING UTILITIES AND SERVICES

- See searches in Addendum A. There are believed to be drainage and power supplies to the existing facilities. The Contractor is to investigate and protect the services during the contract period.

160 SOILS AND GROUND WATER

- The contractor is to investigate the soil conditions prior to commencement of the Works to assess the composition in order to ensure safe working and appropriate design of the Works.
- There was no evidence of ground water in trial pit excavation approximately 500mm deep.

170 SITE INVESTIGATION

- Report: N/A

180 HEALTH AND SAFETY FILE

- The Contractor will be responsible for preparing the Health and Safety File prior to commencing work on site.

200 ACCESS TO THE SITE

- Description: Construction access for plant, deliveries and spoil removal for the development will be via the gated vehicular access from the lane to the rear of Windermere and Pretoria Roads, in the southernmost corner of the site.
- The contractor will form a temporary access from the point of entry to the working areas. The temporary access is to be not greater than 3m wide and is to be fully enclosed in herras fencing and gates. The access area is to be fully reinstated on completion and maintained until turf etc is established.
- Allow for maintaining the existing pedestrian access around the perimeter of the park and safety of the public at all times.
- Limitations: Any other access except pedestrian is prohibited because of the potential for damage to trees.

210 PARKING

- Restrictions on parking of the Contractor's and employees' vehicles: within the construction site and the car park adjacent to the Pavilion accessed off Coniston Road.

220 USE OF THE SITE

- General: Do not use the site for any purpose other than carrying out the Works.
- The working area is to be no greater than 2m beyond the finished sports areas in any one direction and not within 2m of any existing facilities (e.g. football pitches, playing areas etc) or within 1m of the cricket pitch and is to be fully enclosed with fencing to protect the public.
- Limitations: The Construction Exclusion Zone (CEZ- refer to Arboriculturist's report in Addendum A) is to be formed with protective fencing and temporary ground protection. These measures have been approved by the Local Planning Authority. Planning consent is conditional upon them. They protect the trees during construction work by preventing damage to the tree roots and compaction of the soil and ground protection maintained to specification as necessary.
- Construction Exclusion Zone protective barriers and temporary ground protection to be installed and approved. The CEZ is to be afforded protection at all times and will be protected by fencing as detailed below. **There shall be no:**
 - works
 - activities
 - excavation
 - storage of materials
 - storage of spoil
 - dumping of waste
 - washing of equipment
 - mixing of cement or chemicals
 - fires
 - vehicle movements or
 - deliveries

within the CEZ unless otherwise specified within this method statement or expressly agreed with the project arboriculturist or Local Planning Authority Tree Officer.

- All staff on site must be briefed on the purpose of the CEZ and potential repercussions for the Client and contractors if one is breached.
- New electrical connection to the new MUGA must run outside of the RPAs of any retained trees.

230 SURROUNDING LAND/ BUILDING USES

- General: Adjacent or nearby uses or activities are as follows:
Public amenity land including children's play area with accessible equipment, a floodlit skateboard area, a picnic area, copses planted for wildlife, a Sports and social club as well as three football pitches and a cricket pitch.

240 HEALTH AND SAFETY HAZARDS

- General: The nature and condition of the site ground conditions cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present:

- Public and private sewers
- Below ground electricity cables
- Information: The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the Works.
- Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

250 SITE VISIT

- Assessment: Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.
- Arrangements for visit: David Wolstenholme of Melrose Associates tel. 07971 792 645

New Sports Facilities
Norman Scott Park

EMPLOYER'S
REQUIREMENTS

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DESCRIPTION OF THE WORK

A13 DESCRIPTION OF THE WORK

110 PREPARATORY WORK BY OTHERS

- Works: Carried out under a separate contract and completed before the start of work on site for this Contract.
- Description: N/A

120 THE WORKS

- Description: Removal of existing multi-use and cricket hard courts including paving, sub base, fencing, hedges and flood lights. Provision of new artificial turfed multi use games area and twin lane cricket practice area with nets, security fencing, drainage with connection to existing sewer, lighting and replacement of electrical supply from the nearby pavilion within the grounds of the Park.

130 WORK BY OTHERS CONCURRENT WITH THE CONTRACT

- Description: N/A.

140 COMPLETION WORK BY OTHERS

- Description: N/A.

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*JCT MINOR WORKS BUILDING CONTRACT WITH
CONTRACTOR'S DESIGN (MWD)*

A20 JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR'S DESIGN (MWD)

JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR'S DESIGN

- The Contract: JCT Minor Works Building Contract with Contractor's Design 2016 Edition.
- Requirement: Allow for the obligations, liabilities and services described.

THE RECITALS

First - THE WORKS AND THE CONTRACT ADMINISTRATOR

- The work comprises: see clause A13/120
- Architect/ Contract Administrator: See clause A10/140.

Second - CONTRACTOR'S DESIGNED PORTION

- The Works include the design and construction of:
The Works

Third - CONTRACT DOCUMENTS

- Contract drawings: As listed in clause A11/120.
Contract documents: The following have been prepared which show and describe the work to be done; Addendum A

Fourth - PRICED DOCUMENTS

- Documents to be priced or provided by the Contractor: The Contract Sum Analysis in Addendum A

ARTICLES

3 - ARCHITECT/ CONTRACT ADMINISTRATOR

- Architect/ Contract Administrator: See clause A10/140.

4 and 5 - PRINCIPAL DESIGNER/ PRINCIPAL CONTRACTOR

- Principal Designer: See clause A10/150.
- Principal Contractor: See clause A10/130.

4 and 5 - PRINCIPAL DESIGNER/ PRINCIPAL CONTRACTOR

- Articles 4 and 5 will be deleted.

CONTRACT PARTICULARS

Fifth Recital and Schedule 2 - BASE DATE

- Base date: 1 February 2020

Fifth Recital and clause 4.2 - CONSTRUCTION INDUSTRY SCHEME (CIS)

- Employer at base date is not a 'contractor' for the purposes of the CIS.

Sixth Recital - CDM REGULATIONS

- The project is notifiable.

Seventh Recital - FRAMEWORK AGREEMENT

- Framework agreement: N/A

Eighth Recital and Schedule 3 - SUPPLEMENTAL PROVISIONS

- Collaborative working: Supplemental Provision 1 applies
- Health and safety: Supplemental Provision 2 applies
- Cost savings and value improvements: Supplemental Provision 3 applies
- Sustainable development and environmental considerations: Supplemental Provision 4 applies
- Performance indicators and monitoring: Supplemental Provision 5 Does not apply
- Notification and negotiation of disputes: Supplemental Provision 6 Applies

Where Supplemental Provision 6 applies, the respective nominees of the parties are:

- Employer's nominee: Melrose Associates Limited
- Contractor's nominee: TBA

Or such replacement as each party may notify to the other from time to time.

Article 7 - ARBITRATION

- Article 7 and Schedule 1 Does not apply

Clause 2.3 - COMMENCEMENT AND COMPLETION

- Works commencement date: TBA
- Date for Completion: TBA

Clause 2.9 - LIQUIDATED DAMAGES

- At the rate of £65.00 per day.

Clause 2.11 - RECTIFICATION PERIOD

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

Clause 4.3 - INTERIM PAYMENTS

- Interim Valuation Dates:
 - The first Interim Valuation Date is: TBA
 - Thereafter at intervals of: One Calendar Month
- Payments due prior to practical completion:
 - Percentage of total value of the work etc.: 95%
- Payments becoming due on or after practical completion:

- Percentage of the total amount to be paid: 97.5%

Clause 4.3 and 4.8 - FLUCTUATIONS PROVISION

- The following fluctuations provision applies: None

Clause 4.8.1 - SUPPLY OF DOCUMENTATION FOR COMPUTATION OF AMOUNT TO BE FINALLY CERTIFIED

- Period: 3 Months from the date of practical completion.

Clause 5.3 - CONTRACTOR'S PUBLIC LIABILITY INSURANCE - INJURY TO PERSONS OR PROPERTY

- The required level of cover for any one occurrence or series of occurrences arising out of one event:
 - Not less than: £5 million

Clauses 5.4A, 5.4B and 5.4C - INSURANCE OF THE WORKS, ETC. - ALTERNATIVE PROVISIONS

- Clause A applies.
- Where clause 5.4A or 5.4B applies, percentage to cover professional fees: 15%
- Where clause 5.4C applies, insurance arrangements - details of the required policy or policies:
_____.

Clause 7.2 - ADJUDICATION

- The Adjudicator is: TBA
- Nominating body: President or a Vice president of the Royal Institute of Chartered Surveyors

Schedule 1 paragraph 2.1 - ARBITRATION

- Appointor of Arbitrator (and of any replacement): President or a Vice president of the: N/A

THE CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

1.4 - RECKONING PERIODS OF DAYS

- Amendments: None

1.8 - APPLICABLE LAW

- Amendments: None

SECTION 2: CARRYING OUT THE WORKS

SECTION 3: CONTROL OF THE WORKS

SECTION 4: PAYMENT

SECTION 5: INJURY, DAMAGE AND INSURANCE

SECTION 6: TERMINATION

SECTION 7: SETTLEMENT OF DISPUTES

JCT PUBLIC SECTOR SUPPLEMENT

- Document: The JCT Public Sector Supplement 2011 - Fair Payment, Transparency and Building Information Modelling.
- Fair Payment provisions; Apply
- Transparency provisions; Apply
- Building information modelling provisions; Do not apply

EXECUTION

- The Contract: Will be executed as a Deed

CONTRACT GUARANTEE BOND

- Contract Guarantee Bond: TBA

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TENDERING/ SUBLETTING/ SUPPLY

A30 TENDERING/ SUBLETTING/ SUPPLY

MAIN CONTRACT TENDERING

110 SCOPE

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

145 TENDERING PROCEDURE

General: In accordance with the principles of: Code of Practice for Single Stage Selective Tendering

- Arithmetical errors: will not be corrected.

160 EXCLUSIONS

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

170 ACCEPTANCE OF TENDER

- 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.
- Costs: No liability is accepted for any cost incurred in the preparation of any tender.

190 PERIOD OF VALIDITY

- Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than three months.
- Date for possession/ commencement: See section A20.

PRICING/ SUBMISSION OF DOCUMENTS

210 PRELIMINARIES IN THE SPECIFICATION

- The Preliminaries/ General conditions sections (A10-A56 inclusive) must not be relied on as complying with SMM7/ NRM2.

250 PRICED DOCUMENTS

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

310 TENDER

- 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.

500 TENDER STAGE METHOD STATEMENTS

- Method statements: Prepare, describing how and when the following is to be carried out:
 - Forming the access to the works including the management of vehicle movements to protect the public, details of safety fencing and gates for access, temporary surfacing of the access way, removal and reinstatement on completion.
 - Method and protection measures for laying underground cable from the pavilion to the floodlights.
 - Forming the construction area including details of safety fencing and gates for access, temporary surfacing of the access way, removal and reinstatement on completion.
- Statements: Submit within one week of written request.

510 ALTERNATIVE METHOD TENDERS

- General: In addition to and at the same time as tendering for the Works as defined in the tender documents, alternative methods of construction/ installation may be submitted for consideration. Alternatives, which would involve significant changes to other work, may not be considered.
- Alternative tenders: Such alternatives will be deemed to be alternative tenders and each must include a complete and precise statement of the effects on cost and programme.
- Safety method statement: Carry out a health and safety risk assessment for each alternative and where appropriate provide a safety method statement suitable for incorporation in the Health and Safety Plan.
- Full technical data: Submit for each alternative together with details of any consequential amendments to the design and/ or construction of other parts of the Works.
- Submit: with tender

515 ALTERNATIVE TIME TENDERS

- 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.
- 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

- Scope: Include the following in the Contractor's Proposals:

- Design drawings: detailed layouts, sections through each type of pitch construction, drainage proposals, lighting layout including lighting levels and overspill to satisfy planning conditions, netting and safety fencing details.
 - Technical information: specification of pitch construction, nets, safety fencing and flood lighting
- Submit: With tender.

530 SUBSTITUTE PRODUCTS

- Details: If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered.
- Compliance: Substitutions accepted will be subject to the verification requirements of clause A31/200.

550 HEALTH AND SAFETY INFORMATION

- 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.
- Include:
 - A copy of the health and safety policy document, including risk assessment procedures.
 - Accident and sickness records for the past five years.
 - Records of previous Health and Safety Executive enforcement action.
 - Records of training and training policy.
 - The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
- Submit: Two weeks prior to commencing work on site

570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

- Content: Submit the following information within one week of request:
 - Method statements on how risks from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed.
 - Details of the management structure and responsibilities.
 - Arrangements for issuing health and safety directions.
 - Procedures for informing other contractors and employees of health and safety hazards.

- Selection procedures for ensuring competency of other contractors, the self-employed and designers.
- Procedures for communications between the project team, other contractors and site operatives.
- Arrangements for cooperation and coordination between contractors.
- Procedures for carrying out risk assessment and for managing and controlling the risk.
- Emergency procedures including those for fire prevention and escape.
- Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
- Arrangements for welfare facilities.
- Procedures for ensuring that all persons on site have received relevant health and safety information and training.
- Arrangements for consulting with and taking the views of people on site.
- Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
- Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
- Review procedures to obtain feedback.

590 SITE WASTE MANAGEMENT PLAN

- Person responsible for developing the Plan: The Contractor.
- Content: Include details of:
 - Principal Contractor for the purposes of the plan
 - Location of the site.
 - Description of the project.
 - Estimated project cost.
 - Types and quantities of waste that will be generated.
 - Resource management options for these wastes including proposals for minimization/ reuse/ recycling.
 - The use of appropriate and licensed waste management contractors.
 - Record keeping procedures.
 - Waste auditing protocols.
- Submit with tender.

595 ENVIRONMENTAL POLICY

- Environmental Policy:
 - Location: See A11/180.
 - Evidence of compliance: Submit: two weeks prior to commencing work on site.
- Project Environmental Management System: Develop a system compatible with the Environmental Policy.

596 ENVIRONMENTAL TARGETS

- BREEAM targets:
 - Air (dust) pollution arising from the site; provide methods of control.
 - 80% of site timber is responsibly sourced and 100% is legally sourced.
- Compliance: Monitor and submit report: Within one week of request.

599 FREEDOM OF INFORMATION

- 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.
- Determination: Submit requests received. Do not supply information to anyone other than the project participants without express written permission.
- Confidentiality: Maintain at all times.