

## **Agreement for**

**Ballcourt playing surface including  
access improvements**

**Return date :  
28th February, 2022 (2pm) by post**

## **Parks and Open Spaces**

Willows Lane  
[Willows Lane Depot](#)  
Accrington  
Lancashire  
BB5 0RT

Tel 07768 465987

email – [mark.pickup@hyndburnbc.gov.uk](mailto:mark.pickup@hyndburnbc.gov.uk)  
Mark Pickup Parks Development Officer

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Contract Drawings & Specification (see the following supporting information):

168-03 'General Arrangement Drawing for tender'  
Hyndburn Borough Council General Hardworks Specification  
Hyndburn Borough Council General Softworks Specification  
Schedule of Rates

## 1.0 INSTRUCTIONS TO TENDERERS

- 1.1 The details of this Document shall be treated as private and confidential.
- 1.2 The council shall be entitled to cancel the Contract and to recover from the Contractor the amount of any losses resulting from such cancellation if the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other contract with the Council, or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any Contract with the Council, the Contractor, or any person employed by him or acting on his behalf shall have committed any offence under the prevention of Corruption acts, 1889 – 1916, or shall be given any fee or reward the receipt of which is an offence under Section 117(2) of the local Government Act 1972.
- 1.3 The following sections shall be completed fully and in ink:-
  - Title Page
  - The Contractor's Offer
  - Schedule of rates
  - Restrictive Practices
  - Contractors Equality Undertaking
  - Schedule of Sub-Contractors
- 1.4 Unless confirmed in writing by the Engineer, no elucidation, exploration or other comment of any sort whatsoever given to persons quoting, concerning any of the Contract Documents or these Instructions or any other matter or thing shall bind the Employer to bind or fetter judgment or discretion of the Engineer under the Contract in the exercise by him of his powers and duties under the Contract.
- 1.5 The Contractor shall examine carefully the Contract Documents and also visit the site so as to make themselves thoroughly acquainted with the various works to be executed, the nature of the ground, and the means of access etc. before he makes up his tender, as no allowance whatsoever will be made for any alleged deficiency.
- 1.6 Site Investigation Reports, where applicable, and statutory undertakers service drawings may be inspected by appointment at the offices of the Head of Engineering Services.
- 1.7 Where the Construction (Design and Management) Regulations 2015 apply and sub-contractors are on site, the Contractor party to this contract will be the Principal Contractor and he must carry out all his duties contained therein. The Contractor shall price for the administrative functions of these regulations. Safety during construction shall be deemed to be within the price indicated for the Work.
- 1.8 All persons tendering or providing a quotation must do so at their own cost and the Council does not bind itself to accept the lowest or any Tender or Quotation.

NEC 3 Engineering and Construction Short Contract

- 1.9 One copy of the contract documents, duly completed and signed, shall be placed within a sealed self addressed envelope, this envelope should then be placed in a second sealed envelope. The sealed envelopes shall then be delivered to Parks Department, Hyndburn Borough Council, Willows Lane Depot, Willows Lane, Accrington, Lancs, BB5 0RT no later than. The envelope or cover must not bear **1400hrs on Monday 28<sup>th</sup> February 2022** any mark indicating the sender but should be endorsed with the scheme title and date for return. "Bolton Avenue Ballcourt surface", " 2pm Monday 28th February 2022".
- 1.10 Tenders/quotations shall remain open to acceptance for a period of three months from the date for return of Tenders.
- 1.11 The quantities in this document are approximate only and should be so regarded. They are given for the purpose of enabling the Contractors to make out their Tenders on an equal basis and to enable the Council to compare the same, but they are not to be taken as a guarantee that the exact quantities billed will be executed or required.
- 1.12 The Contract will be awarded subject to the submission and approval of the contractors Health & Safety Risk Assessment and Method Statement.

# NEC 3 Engineering and Construction Short Contract

**A contract between**

Hyndburn Borough Council,  
Willows Lane Depot,  
Willows Lane,  
Accrington, Lancashire,  
BB5 0RT

**and**

.....

.....

.....

**for**

Ballcourt playing surface and access  
improvements at Bolton Avenue Playing Fields,  
Huncoat.

## Contract Data

The *Employer* is;

Hyndburn Borough Council,  
Willows Lane Depot,  
Willows Lane,  
Accrington, Lancashire,  
BB5 0RT  
  
07768 465987  
Email: mark.pickup@hyndburnbc.gov.uk

The works are:

Ballcourt playing surface and access  
improvements at Bolton Avenue Playing  
Fields, Huncoat.

The starting date is:

TBC

The completion date is:

TBC (6 weeks from start date)

The period for reply is:

5 weeks

The defects date is:

52 weeks after completion.

The defects correction period is:

4 weeks

The delay damages are:

£50/day

The assessment day is:

1<sup>st</sup> day of each month.

The retention is:

2.5%.

Does the United Kingdom Housing Grants, Construction and  
Regeneration Act (1996) apply?

No

The *adjudicator* is: **Name:** William James Edwards BSc DipArb FICE FIHT MICES FCI Arb

**Address:** 8 Cranborne Close Lostock Bolton Lancs

**Post Code:** BL6 4JG

**Phone:** 01204 691 342

## Contract Data

The interest rate on late payment is:

Natwest Bank plc Base Rate.

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

The *Contractor* is not liable to the *Employer* for loss or damage to the *Employer's* property in excess of .....for any one event.

The *Employer* provides this insurance:

**Only enter details here if the *Employer* is to provide insurance**

**N/A**

The minimum amount of cover for third party insurance is:

Insurance Table is:

£10,000,000.00

The minimum amount of cover for employers liability insurance is:

Insurance Table is:

£10,000,000.00

The *Adjudicator* nominating body is:

The *tribunal* is:

Arbitration

If the tribunal is arbitration  
The arbitration procedure is:

The Institute of Civil Engineers  
Arbitration Procedure (1997)

The *Condition of Contract* are the NEC3 Engineering and Construction Short Contract (June 2005) and the following additional conditions;

**Only enter details here if additional conditions are required.**

**N/A**

## Contract Data

### The *Contractor's* Offer

The *contractor* is:

Name:

Address:

Telephone:

Email:

The percentage for overheads and profit added to the Defined Cost for people is

%

The percentage for overheads and profit added to other Defined Cost is

%

**The *Contractor* offers to provide the Works in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.**

The offered total of the Prices is  
(Ex VAT):

£

**Enter the total of the Prices from the Price List or Bill of Quantities**

Signed on behalf of the *Contractor*;

Name:.....

Position:.....

Signature:.....Date:.....

**The Employer accepts the *Contractor's* Offer to Provide the Works.**

Signed on behalf of the *Employer*

Name:.....

Position:.....

Signature:.....Date:.....



## Contract Data

### Works Information

#### 1. Description of the works

The works involve the provision of a large tarmac playing surface suitable for a ballcourt, (ballcourt to be installed by others). Access to the playing surface by users will be from the adjacent play area through a newly installed self-closing gate and also a link path from the nearby road network. Earth works will be required to form the relatively level playing surface.

#### 2. Drawings

Drawing number	Title
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168-03	General Arrangement Drawing for tender
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.....	
.....	

#### 3. Specification

Hyndburn Borough Council General Softworks specification  
Hyndburn Borough Council General Hardworks specification

#### 4. Constraints on how the **Contractor** provides the works.

The Contractors hours of work on site shall be restricted to Monday to Friday 8am until 5pm,

Weekend working upon request and 48 hour notice required.

The contractor shall ensure the area is safe for public access at all times or ensure public access is restricted.

Contract Data  
Works Information

5. Requirements for the programme

<p>Not Required.</p>
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6. Services and other things provided by the *Employer*

Item	Date by which it will be provided
Underground/overhead service plans (available at tender stage upon request, or prior to the Construction Phase Health and Safety plan being produced).	

## Contract Data Site Information

The playing surface is to be installed on a playing field as per the planning permission granted to Hyndburn Borough Council. The adjacent play area is to remain open during the contract and the new gate access linking the play area to the ballcourt should be created towards the end of the contract to avoid the link during the majority of the site works.

## Health and Safety Information

### 6.0 Introduction to Health and Safety information

This information is intended to make clear to tenderers the Health and Safety issues involved in the project to enable them in submitting their prices to take into account any implications and propose suitable methods for managing the work.

Tenderers should submit their prices on the bases of the Health and Safety Information or agree changes to it with the Planning Supervisor.

The successful tenderer will be charged with developing the Plan to respond to specific issues raised and also to incorporate the approach to be used for managing Health and Safety on site during the construction phase. The development of the Plan will be required to be carried out by the successful tenderer and the revised Plan accepted by the Planning Supervisor is satisfactory.

The Plan will be reviewed and modified as and when necessary to reflect any changing situations or standards as the construction work proceeds.

### 6.1 Nature of the Project

Client: Hyndburn Borough Council  
Scaitcliffe House  
Ormerod Street  
Accrington  
Lancashire  
BB5 0PF

Principal Designer: Mark Cassell-Pickup

Designer: Hyndburn Borough Council,  
Willows Lane Depot,  
Willows Lane,  
Accrington, Lancashire,  
BB5 0RT  
  
07768 465987  
Email: mark.pickup@hyndburnbc.gov.uk

### 6.2 Project Timescale

The following shows the timescale to be adopted in relation to this contract.

Tender/Quotation Period – Four Weeks  
Contracts issued – March/April 2022  
Mobilisation and work started – March/April 2022  
Work to be completed – 6 Weeks from commencing.

### **6.3 Project Location**

The project site is located next to Oakhurst Avenue in Huncoat on an area of the playing fields not currently utilized.

### **6.4 Project Description**

The works involve the provision of a large tarmac playing surface suitable for a ballcourt, (ballcourt to be installed by others). Access to the playing surface will be from the adjacent play area through a newly installed self-closing gate and also a link path from Oakhurst Avenue. Earth works will be required to form the relatively level playing surface.

### **6.5 Existing Environment**

The area is adjacent to a children's play area on an under utilized area of a public playing field. The land is scrub land and was once the area of individual garages for the parking of individual motorised vehicles.

### **6.6 Site Element**

- a) Design and execution: The execution of the proposed works entails the following potential hazards which will not be considered to form an exhaustive list:- Under ground services Gas, Electric, Water, Sewerage and Telecommunications.
- b) Number of contractors staff: The appointed contractor is to advise of the maximum number of people who will be working on the site.
- c) No other contract will be in force and the only persons on site will be those known to the Principal Contractor.
- d) Contract Drawings.
- e) Drawings indicating the location of public utility mains are supplied for guidance only and updated versions are available from the utilities concerned.
- f) Permission for skip locations must be sought from Hyndburn Borough Council and the appropriate licenses obtained.
- g) **The Contractor shall provide and maintain barriers to designate work areas from none work areas and ensure that the pedestrian and vehicular movement around the perimeter of the site is safe.**

## 6.7 Client Undertaking

- a) The contract period will be approximately 6 weeks.
- b) **Prior to commencing work on site, the Contractor is to produce a programme of works commencing at the Date of Possession through to Completion and a Method Statement and risk assessment.**
- c) The Contractor shall nominate a suitable and senior person (to be approved by the Engineer) who will liaise with the Engineer for the duration of the project.
- d) The Contractor is to exercise extreme care whilst executing the Works and is to carry out all the necessary protection to ensure that damage does not occur to the properties adjacent to the site. Should any such goods or property be damaged then the Contractor will be responsible for repairing or replacing the item concerned and shall indemnify the Employer against all claims for damaged goods or property.
- e) The adjoining property will remain occupied during the course of the contract. The Contractor's work must be conducted in such a manner and at such times so as to avoid (as far as is reasonably practicable) any interference or disturbance with the normal everyday activities of the surrounding occupants and must ensure at all times uninterrupted access to any business or dwelling.
- f) The Contractor is to exercise extreme care in executing the Works to ensure the complete safety of any other persons on or about the site.
- g) The Contractor is reminded that drainage, electricity, water and gas services etc will be in the vicinity of the works.

## 6.8 Site Rules

- a) The Contractor's working hours will be 08.00hr to 17:00 hrs during the normal working week. Weekend or overtime working will be allowed when the Contractor has received the express permission of the Engineer. Any requests for overtime working shall be made at least 48 hours in advance.
- b) Rubbish and debris shall be removed from the site and the vicinity as soon as possible and on no account will it be allowed to accumulate.
- c) The Contractor is to be responsible for general site cleanliness around storage areas, skip locations, roads and footpaths generally.

## 6.9 Continuing Liaison

- a) Any extra requirements eg: Client requirements, design changes, etc; throughout the Contract will be authorized initially on site by the Engineer through the Authority's Clerk of Works in the form of a Site Direction and then formalized within 7 working days by the Engineer on a Supervising Officers Instruction.

b) Procedure for unseen events and amended requirements:

The work will be subject to a contract using the Institution of NEC 3 Short Contract, Drawings and Specification issued by the Head of Engineering Services, Hyndburn Borough Council. In accordance with the Conditions of Contract further drawings, specifications and instructions may be issued at any time during the Works and Health and Safety file must allow for the incorporation of these.

➤ **6.10 Hazard identification and risk assessment for designer.**

- Risks to the contractor:

Type of Hazard	Yes / No	Particular Hazard	Risk H/M/L	How to reduce risk
Overhead, underground, hidden services – gas, water, electric, etc.	Yes	Possibility	M	Care taken to avoid Under/overground utilities. use service drawings
Trips, slips, minor falls	Yes	Possibility	H	Guard excavations
Strains from heavy loads	Yes	Possibility	H	Safe lifting procedures
Noise	Yes	Possibility	H	Earprotectors
Welding, cutting	Yes	Possibility	H	General applicable safety guidelines.

- Risks to the users or public/access during the works:

Type of Hazard	Yes / No	Particular Hazard	Risk H/M/L	How to reduce risk
Trips, slips, minor falls	Yes	Possibility	H	Guard site boundaries
Welding, cutting	Yes	Possibility	H	Guard site boundaries

**6.11 Health and Safety at work**

The contractor shall give details of any Improvements, prohibitions or other statutory Notices served by any prosecution or other proceedings brought by the Health and Safety Executive, a Local authority or any other person under or in relation to the Health and safety at work etc. Act 1974 or regulations made pursuant to them in the period of three years previous to the date of this tender.

**6.12 Utility Drawings**

The utility details included are water, electricity, gas and sewerage. Underground utility plans are given as guidance and should not be taken as purely accurate.

## Restrictive Practices Certificate – Hyndburn Borough Council

I/WE CERTIFY THAT:

1. The Tender “Bolton Avenue Huncoat new ballcourt base and access path for Hyndburn Borough Council” submitted with this certificate is bona fide and is intended to be competitive.
2. The Tender has not been fixed or adjusted under or in accordance with any agreement or arrangement with any other person.
3. I/We have not done and undertake that I/We will not do any time before the Tender is considered by the Council any of the following acts:
  - (i) communicating to a person other than the person calling for tenders or quotations the amount or the approximate amount of the tender or quotation (except where the disclosure in confidence of the approximate amount of the tender or quotation was essential to obtain insurance premium quotations required for the preparation of the tender or quotation);
  - (ii) entering into any agreement with any other person that he shall refrain from tendering or submitting a quotation, or as to the amount of any tenders or quotations to be submitted;
  - (iii) offering or paying or giving or agreeing to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tenders, quotations, proposed tenders or quotations any act or thing of the sort described above.
4. In this certificate:
  - (i) ‘Person’ includes any person or any body or association corporate or incorporate;
  - (ii) ‘Any agreement or arrangement’ includes any transaction of the sort described above, formal or informal and whether legally binding or not.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2022

Signed .....

For .....

Of .....

.....

.....

**N.B.** The Tender will not be accepted unless the above Certificate is completed and attached to this Tender/Quotation document.



## Hyndburn Borough Council Contractor Equalities Undertaking

We, the undersigned, agree to abide by all of the statements contained in this undertaking whilst we are employed as a contractor by Hyndburn Borough Council (“the Council”). We agree that the statements made in this undertaking will form part of our contract with the Council

- We will treat our employees, and the Council’s employees, and customers, with dignity and respect. We will provide a working environment free from unlawful discrimination, victimisation or harassment on the grounds of gender, sexual orientation, marital status, nationality, ethnic origin, religious belief, age, disability and health;
- We will abide by all the equality legislation to ensure that our behaviour is not unfairly discriminatory. The equality legislation states that it is unlawful in employment or in the provision of business and services to discriminate directly or indirectly on the grounds of sex, marital status, race, colour, ethnic or national origin, disability or health. We understand that we must comply with this legislation and that ignorance of the law is no defence.
- We acknowledge that the Council will not tolerate acts which breach any of the statements made in this undertaking or any of the equality legislation. We accept that instances of such behavior may be investigated by the Council and may lead to the termination of our contract with the Council.

Signed .....

On behalf of (contractor) .....

Date .....

**NB:** the equality legislation includes Sex Discrimination Act 1986, Race Relations (Amendment) Act 2000, Disability Discrimination Act 2005, Human Rights Act 1998, Employment Equality (Sexual Orientation) Regulations 2003, Employment Equality (Religion / Belief) Regulations 2003

The Tender will not be accepted unless the above has been completed and attached to this Tender/Quotation document.

SCHEDULE OF SUB CONTRACTORS

The Contractor must fill in below the names of all sub-contractors he proposes to employ: -

NAME OF FIRM	ADDRESS	NATURE OF PROPOSED SUB-CONTRACTOR

Signed .....

For : .....

Of: .....

.....

.....

Date .....