

Agreement for

Pump Track Milnshaw Park, Accrington

Tender return date:
2.00pm, 15th March, 2021

**Environmental
Services
Parks and Open Spaces**

Willows Lane Depot
Willows Lane
Accrington
BB5 0RT

Tel : 07768 465987

Client : Hyndburn Borough Council

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AGREEMENT

THIS AGREEMENT is made the.....day of

between Hyndburn Borough Council

of Willows Lane Depot, Willows Lane

Accrington BB5 0RT

(called the 'Employer') of the one part

And.....(Company number.....

whose registered office is at

.....

.....

.....

(called the 'Contractor') of the other part.

WHEREAS the Employer wishes to have carried the installation of a pump track within Milnshaw Park, Accrington.

NOW IT IS HEREBY AGREED AS FOLLOWS:

Article 1

The Contractor will subject to the Conditions of Contract perform and complete the Works.

Article 2

The Employer will pay the Contractor such sum or sums as shall become payable under the Contract and in accordance with the Conditions of Contract.

Article 3

The following documents shall be deemed to form and be read and construed as part of this agreement namely:-

(a) The Contractor's Tender (excluding any general or printed terms contained or referred to therein unless expressly agreed in writing to be incorporated in the Contract).

(b) The Conditions of Contract which shall be the Institute of Civil Engineers Conditions of Contract For Minor Works Third Edition which shall be part of this Agreement as if set out herein in full and incorporating those matters set out in Schedule 2

(c) Those matters set out in Schedules 1 and 3 to this Agreement in so far as the same do not conflict with the Conditions of Contract in which case the latter shall prevail

(d) The Drawings. Reference numbers:

TBC

(e) The Specification. Reference:

Design Brief to assist in the tender of a pump track in Milnshaw
Park

Section 1

Instructions to Tenderers

1.0 INSTRUCTIONS TO TENDERERS

- 1.1 The details of this Tender 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:-
 - (i) Schedule of Sub-Contractors
 - (ii) The Form of Tender
 - (iii) The Restrictive Practices Certificate
 - (iv) Contractors Equalities Undertaking
- 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, the Contractor 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 must do so at their own cost and the Council does not bind itself to accept the lowest or any Tender.
- 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
- 1.10 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 2.00pm, 15th March, 2021. The envelope or cover must not bear any mark indicating the sender but should be endorsed with the scheme title and date for return. "Milnshaw Park Pump Track", " Tender 15th March, 2021"
- 1.11 Tenders shall remain open to acceptance for a period of three months from the date for return of Tenders.
- 1.12 ~~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.~~

- 1.13 The Contract will be awarded subject to the submission and approval of a Safety Plan that has been developed to the satisfaction of the Engineer.

Section 2

Conditions of Contract

2.0 Introduction

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

Tender Period – Four Weeks

Contracts issued – May 2021

Mobilisation and work started – June 2021

Work to be completed – 10 Weeks from commencing.

Queries regarding the tender document should be addressed to the Supervising Officer:

Mark Pickup, at Hyndburn Borough Council,

Willows Lane Depot, Willows Lane, Accrington, Lancs. BB5 0RT.

Mobile : 07768 465987

Email: mark.pickup@hyndburnbc.gov.uk

2.1 Conditions of Contract

For this scheme The Condition of Contract shall be the Institute of Civil Engineers, Conditions of Contract, Minor Works, 3rd Edition.

The above documents can be viewed at the Hyndburn Borough Council Offices, Willows Lane Depot, Willows Lane, Accrington, Lancs. BB5 0RT. Please contact Mark Pickup on 07768 465987 in advance to arrange a viewing of the Conditions of Contract, Minor Works, 3rd Edition, if required.

2.2 Scope of Work

The installation of a pump track within Milnshaw Park, Accrington.

2.3 Site Details

Milnshaw Park in the Borough of Hyndburn is a relatively small, compact park providing a range of existing facilities for people who live in the area, including two bowling greens, a Multi-Use-Games-Area, an outdoor gym and a children's play area, set amidst mature trees and a network of footpaths, it is very popular with local people.

2.4 Site visit

The area is publicly accessible however to arrange an accompanied visit to the site contact the Supervising Officer:

Mark Pickup at Hyndburn Borough Council

Willows Lane Depot, Willows Lane, Accrington, Lancs. BB5 0RT.

Telephone direct dial : 07768 465987

Section 3

ICE Conditions of Contract for Minor Works Appendix to the Conditions of contract

ICE CONDITIONS OF CONTRACT FOR MINOR WORKS

APPENDIX TO THE CONDITIONS OF CONTRACT

1. The site is located at Milnshaw Park, Accrington.
2. The payment to be made under Article 2 of the Agreement in accordance with Clause 7 will be ascertained on the following basis.

Priced Bill of Quantities.

3. Where a Bill of Quantities or a Schedule of Rates is provided the method of measurement used is:

Civil Engineering Standard Method of Measurement 3rd Edition

4. Name of Engineer (Clause 2.1)

Mark Pickup

5. Starting date (if known) (Clause 4.1)

To be advised

6. Period for completion (Clause 4.2)

10 Weeks

7. Period for completion of parts of the Works if applicable and details of the work to be carried out within each such part (Clause 4.2)

Details of Works

Period for Completion

As shown Drawing

10 Weeks

8. Liquidated damages (Clause 4.6)

£250 per week.

9. Limit of liquidated damages (Clause 4.6)

£2500 (10 weeks)

10. Defects Correction Period (Clause 5.1)

12 months

11. Rate of retention (Clause 7.3)

5%

12. Limit of retention (Clause 7.3)

2.5%

13. Minimum amount of interim certificate (Clause 7.3)
£15,000.00
14. Bank whose base lending rate is to be used (Clause 7.8)
NatWest Bank plc
15. Insurance of the Works (Clause 10.1)
£10m Employers Liability *Required*
16. Minimum amount of third party insurance (persons and property)
(Clause 10.6)
£5m (Public Liability) for each and every occurrence *Required*
17. Name of the Principle Designer
To be Appointed
18. Name of the Principal Contractor (Clause 13(1)(b))
To be Appointed
Address
19. The Arbitration Procedure to be used is (Clause A.11(a))
“The Institution of Civil Engineers’ Arbitration Procedure (1997)”^a

Section 4

**Form of Tender
Restrictive Practices Certificate
Contractor Equalities Undertaking
Schedule of Sub-Contractors**

Form of Tender – Hyndburn Borough Council

All Permanent and Temporary Works in connection with the provision of a pump track within Milnshaw Park, Accrington.

FORM OF TENDER

(Note:- The Appendix forms part of the Tender)

To: Parks and Open Spaces
Environmental Services
Hyndburn Borough Council
Willows Lane Depot
Willows Lane
ACCRINGTON
BB5 0RT

Having examined the Design Brief and Conditions of Contract for the construction of the above mentioned Works (and the matters set out in the Appendix hereto), we offer to construct and complete the whole of the said Works in conformity with the submitted design and Conditions of Contract for such sum as may be ascertained in accordance with the said Conditions of Contract:-

We undertake to complete and deliver the whole of the Permanent Works comprised in the Contract within the time stated in the Appendix hereto.

If our Tender is accepted we will, if required, provide a surety for the due performance of the Contract as stipulated in the Conditions of Contract and the Appendix hereto.

Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Tender you may receive.

Tender Total (Excluding VAT)

Yours faithfully

Signature

Company

Address

.....

Telephone

Date

Restrictive Practices Certificate – Hyndburn Borough Council

I/WE CERTIFY THAT:

1. The Tender “Provision of a pump track within Milnshaw Park Accrington” 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 anybody 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 _____ 2021

Signed

For

Of

.....

.....

N.B. The Tender will not be accepted unless the above Certificate is completed and attached to the Form of Tender.

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 behaviour 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

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

Section 5

Health and Safety Information

5.0 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.

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

5.1 Nature of the Project

Client: Hyndburn Borough Council
Environmental Services
Willows Lane
Accrington
Lancashire
BB5 0RT

Principle Designer: _____

5.2 Project Timescale

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

Tender Period – 4 Weeks
Contracts issued – May 2021
Mobilisation and work started – June 2021
Work to be completed – 10 Weeks from commencing.

5.3 Project Location

Milnshaw Park, Accrington, Lancashire BB5 4DB.

5.4 Project Description

The design and building of a pump track within Milnshaw Park Accrington.

5.5 Existing Environment

Milnshaw Park in the Borough of Hyndburn is a relatively small, compact public park.

5.6 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) Design Brief included.
- 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. Due to the nature of the site, a banksman must be present when accepting deliveries to ensure the safety of the public.

5.7 Client Undertaking

- a) The contract period will be approximately 10 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 provide a Risk Assessment and Method Statement for approval.
- 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 park will remain in use during the course of the contract. The Contractors 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.

5.8 Site Rules

- a) The Contractors 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.

- d) Whilst delivery vehicles are within the boundary of the site a banksman must be present to ensure the safety of site users.

5.9 Continuing Liaison

- a) Any extra requirements eg: Client requirements, design changes, etc; throughout the Contract will be authorized initially on site by the Contract Administrator in the form of a Site Direction and then formalized within 2 working days by the Engineer.
- b) Procedure for unseen events and amended requirements:

The work will be subject to a contract using the Institution of Civil Engineers Conditions of Contract for Minor Work. 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	H	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

5.11 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.

5.12 Utility Drawings

The utility details available are water, electricity, gas and sewerage and bt tele-comms. Underground utility plans are available as guidance and should not be taken as purely accurate.