

Agreement for

Knuzden ballcourt and play area

**Return date :
24th October, 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
Mark Pickup Parks Development Officer

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

208-03 'General Arrangement Drawing for tender'
208-04 'Safety Surface detail 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 24th October 2022** any mark indicating the sender but should be endorsed with the scheme title and date for return. "Knuzden ballcourt and play area", " 2pm Monday 24th October 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

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for

Provide a ballcourt and children’s play area at
Knuzden Recreation Ground.

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 and play area installation including
associated groundworks.

The starting date is:

TBC

The completion date is:

TBC (12 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:

1st 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 offor 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, including the installation of a steel ballcourt (supplied by the client). A new play area including railings, and surfacing and the installation of children's play equipment (supplied by the client).

2. Drawings

Drawing number	Title
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208-03	General Arrangement Drawing for tender
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208-04	Safety Surface Detail 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>

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 which is a large expanse of public open space. Access is from Stanhill Road (B6234). As access is via a public highway with a 40 m.p.h. speed limit a safety working method statement is required to be developed to ensure safe access and egress onto the carriage way for deliveries and work vehicles.

Provision should also be made to ensure that the adjacent highway remains free from contamination of detritus as a result of the movement of vehicles to and from the work area.

The nearby public car park is available for temporary storage of materials or welfare facilities should this be helpful.

Some excavated material will require to be transported and deposited near the public car park and as such the moving of earth using the Stanhill Road (B6234) for transportation should be considered as this will need to be done ensuring safety to other road users from the construction traffic and also ensuring the road surface is not contaminated.

The playing fields are predominantly used by the general public for the exercising of dogs and other leisure facilities throughout the day.

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 – November 2022
Mobilisation and work started – January 2023
Work to be completed – 12 Weeks from commencing.

6.3 Project Location

The project site is Knuzden Recreation Ground of Stanhill Road (B6234)

6.4 Project Description

The works involve the provision of a large tarmac playing surface suitable for a ballcourt, installation of a 20 x 30m steel-ridged wall ballcourt, (ballcourt supplied by the client). Also the provision of a play area including railings and surfacing and the installation of children's play equipment (play equipment to be supplied by the client). In addition a tarmac access path to provide easy access from Stanhill Road direction (off the public footway).

6.5 Existing Environment

The area is public open space, a large expanse of amenity grassland used as a recreation ground throughout the year and popular with local dog walkers.

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 12 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 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.

6.8 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.

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 Contract Administrator, 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 “Creation of a ballcourt area and children’s play area at Knuzden Recreation Ground, at Knuzden” 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