

## PETERSTON SUPER ELY MUGA

# INVITATION TO TENDER PACK (INITIAL DRAFT) FOR THE CONSTRUCTION

## OF A

## SYNTHETIC TURF MULTI-USE GAMES AREA

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#### FORM OF TENDER

CONSTRUCTION OF A NEW SYNTHETIC TURF MULTI USE GAMES AREA AT PETERSTON SUPER ELY

To: Peterston Super Ely Community Council Ffordd Yr Eglwys, Cowbridge, Vale of Glamorgan, CF5 6LH Dear Sir/Madam, I / We the undersigned do hereby undertake and agree to execute and complete the whole of the work required at the above in accordance with the tender drawings, specification, schedules and contract preliminaries on a FIRM PRICE BASIS, for the sum of: (in words) If my/our tender is accepted we undertake to complete all the work, in accordance with the tender documentation, within 7 weeks from the date of possession including statutory holidays. An alternative programme can be offered to provide a saving. Signature of Contractor ..... ..... Registered Office ..... ..... Signature of Witness ..... Address Date

I / We declare that I / we have not superseded or excluded the contract preliminaries by conditions of contract imposed or sought to be imposed by himself / ourselves at any time in so far as such terms and conditions are inconsistent herewith or additional thereto.

#### **ACCEPTANCE OF FIRM PRICE TENDER**

- (1) The employer does not bind themselves to accept the lowest or any firm price tender or any part thereof and will not be responsible for any cost incurred by the contractor in preparing same.
- (2) The firm price tender shall remain open for acceptance by the employer for a period of 20 weeks from the date stated for the receipt of same.
- (3) The acceptance of the firm price tender is conditional upon all requirements concerning insurances being complied with and a formal contract being executed with the employer. Until such time there is no binding obligation on either party.

Name of Contractor	
Registered Office	
Registered Office	
Signature and Position	
of Person Signing	

### CERTIFICATE OF NON-COLLUSION

CONSTRUCTION OF A NEW SYNTHETIC TURF MULTI USE GAMES AREA AT PETERSTON SUPER ELY

#### TO BE RETURNED

The essence of selective tendering is that the employer shall receive bona fide competitive tenders from all firms tendering. In recognition of this principle, we certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the tender by or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we not do so, at any time before the returnable date of this tender, any of the following acts:-

- (a) Communicating to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender.
- (b) Entering into any agreement or arrangement with any other person that he shall refrain from tendering, or as to the amount of any tender to be submitted.
- (c) Offering or paying or giving or agreeing to pay or 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 tender for the said work any act or thing of the sort described above.

In this certificate the word "person" includes any persons and anybody or association, corporate or unincorporate and "any agreement or arrangement" includes any such transaction, formal or informal and whether legally binding or not.

Signed	
On behalf of	
Full Name of Tenderer	
Address (in the case of a Limited	d Company the address of the Registered Office)

### INSTRUCTIONS TO TENDERERS

NOTE. Tenders will not be considered unless sealed in an envelope bearing the official return label provided and received not later than 2pm on ????

To ensure fairness, all Tenderer's are required to submit their tenders in accordance with these instructions therefore please read the following instructions carefully and ensure you follow them accordingly. Failure to comply could invalidate the tender.

- 1. Tenders must be returned in a plain envelope, using the official return tender label provided for this purpose. If the tender is too bulky for an envelope, the label must be firmly attached to the outer packaging of the tender submission. Each tender must be returned separately using the official return label provided. Tenders should be returned by registered post, datapost, recorded delivery or hand delivered using the tender label provided, which must not bear any indication of the Tenderer marked on the envelope, packaging or in the franking thereon.
- 2. Peterston Super Ely Community Council will safeguard all tenders received and open them once the official tender deadline has expired.
- 3. If a potential Tenderer decides not to tender, the tender label must not be used to register the decision, since this can lead to confusion at the tender opening stage. A decision not to tender should be communicated in writing direct to the Project Manager:

Notts Sport® Innovation House Magna Park Lutterworth Leicestershire LE17 4XH

For the attention of John Bennett

4. All late tenders will be rejected. It is your responsibility to ensure that your full hard copy tender submission is received on time and delivered to:

Peterston Super Ely Community Council Ffordd Yr Eglwys, Cowbridge, Vale of Glamorgan, CF5 6LH FAO ???

Under no circumstances will a late tender be considered and any tenders arriving after the specified time will be returned unopened. Tenders returned in the form of a faxed message or sent by e-mail cannot be accepted under any circumstances.

5. In addition to delivery of the hard copy before the deadline stated, 1 Nr electronic copy of Appendix 1 'Tender Pricing Schedule' is to be returned to the following email address;

johnb@nottsport.com

6. You must not alter any of the Invitation to Tender documents.

- 7. Tenderers are requested to submit one (1no.) hard copy of their tender proposal to the address shown above in item 4 and also 1 Nr electronic copy of Appendix 1 'Tender Pricing Schedule' is to be returned to the email address shown above in item 5.
- 8. Tender submissions may not be considered if any of the information requested is not supplied with the tender or the tender is otherwise non-compliant or incomplete.
- 9. You should ensure that your tender is completed legibly, in ink or typed, in English, will all prices in Sterling (exclusive of VAT) and is signed and dated where required. Any amendments you make to your tender, prior to submission, must be initialled and preferably noted separately.
- 10. Tender documents must not be transferred to anyone, other than the company named in the Invitation to Tender, without the prior specific approval of Peterston Super Ely Community Council and Notts Sport® in writing.
- 11. You must not try to obtain any information about anyone else's tender or proposed tender before the date of contract award.
- 12. Peterston Super Ely Community Council and Notts Sport® will not be responsible for any costs or expenses you incur in the preparation or delivery of the tender, nor with any costs or expenses incurred with the formation of a contract should your company be successful. You are deemed to have obtained at your own expense all information necessary for the preparation of your Tender.
- 13. Prior to the date for the return of tenders, Peterston Super Ely Community Council and Notts Sport® may clarify, amend or add to the documentation. A copy of each such instruction will be issued by Notts Sport® to every Tenderer and shall form part of the tender documentation. No amendment shall be made to the tender documentation unless it is subject of such an instruction. You will be required to promptly acknowledge receipt of such instructions.
- 14. If deemed appropriate Tenderer's may be required to present their tender submission to a panel of Users prior to award of contract. Additionally, Peterston Super Ely Community Council may wish to visit Tenderer's premises to view the facilities and systems which may be used to deliver the service.
- 15. Peterston Super Ely Community Council is not bound to accept the lowest or any tender and shall be under no obligation to award a contract.
- 16. Tenderers should treat the details of their tender and any subsequent contract as private and confidential.
- 17. Any request for clarification of the Invitation to Tender (ITT) documents must be made in writing & emailed to:

johnb@nottsport.com

#### 18. Submission check-list (Following Required in HARD COPY):

- I. Plain envelope with official return tender label
- II. Form of Tender
- III. Certificate of Non-Collusion
- IV. Appendix 1 Tender Pricing Schedule
- V. Appendix 2 Sub-Contractors Schedule
- VI. Construction programme of works
- VII. Public Liability Insurance certificate

#### 19. The planned procurement timetable is:

- Tenders returned
- Completion of tenders assessment & recommendation
- Successful contractor appointed
- Commencement of works
- Completion of works

???? 2016 w/c ????2016 TBC TBC (2017) 7 weeks from commencement



## **SPECIFICATION**

## FOR THE CONSTRUCTION

**OF THE** 

## SYNTHETIC TURF MUGA

**AT** 

## **PETERSTON SUPER ELY**

Prepared by:

Notts Sport® Innovation house Magna park Lutterworth Leicestershire LE17 4XH

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w. www.nottssport.com

## SECTION 1: INTRODUCTION

#### 1.1 INTRODUCTION

This document details the scope of works to construct a floodlit synthetic turf multi-use games area ('MUGA') over the location of an existing block of macadam tennis courts. The site address is:

Peterston Super Ely, Ffordd Yr Eglwys, Cowbridge, Vale of Glamorgan, CF5 6LH

Access to the proposed construction area is via Ffordd Yr Eglwys using the existing vehicle access gate (see photo below).



Vehicular access throughout the works is proposed to follow a route keeping to the south side of the existing natural grass field. As the route traverses existing natural grass, a temporary haul road is anticipated to be installed during the works. To maintain safe access to the existing play area and rest of the playing fields, the haul road is to be segregated by a temporary 'heras' type fence which will be maintained throughout the construction period.

#### 1.2 MUGA DIMENSIONS

The dimensions of the new MUGA will be 44.5m x 34.4m, which mirrors the footprint of the existing courts. Additional recessed areas may also be constructed to cater for 5-a-side football usage (to enable the goals to be recessed). The entire fenced area of the new MUGA, including any safety run off zones, will be surfaced in synthetic grass.

#### 1.3 CONSTRUCTION MAKE-UP

The make-up of the new MUGA will comprise:

PERIMETER EDGES of synthetic grass surface to be contained by new 150 x 50mm PCC edgings

SUB BASE is generally to consist of existing macadam court construction, drilled to ensure porosity

SUB BASE of extended and/or replaced sections to consist of MOT type 1X depth 250mm stone rolled and compacted in layers. 40mm depth of 20mm open textured binder course and 25mm of 10mm open textured surface course bitumen macadam, rolled and compacted

SHOCKPAD to consist of 10mm prefabricated rubber shockpad

SYNTHETIC GRASS to consist of Notts Sward needlepunch sandfilled

PERIMETER FENCING make-up comprises 3m fence to full perimeter with raised height ballstop netting from 3m to 5m to north end only.

POST SYSTEM - Rectangular hollow steel section

GATES - Double gate main entrance with single gates for ball retention

#### 1.4 DRAWING SCHEDULE

This specification is to be read in conjunction with the following documents:

- Drawing NSPSE001???
- Drawing Numbers to be Included here when confirmed (include floodlighting)

#### 1.5 SITE VISITS

It is essential that all tendering contractors visit the proposed site to appreciate the current site conditions and assess the complexities of completing the specified works. Contractors should ascertain the nature of the site before tendering to appreciate all local conditions and restrictions likely to affect the execution of the works. They should examine the access route, nature of the ground, precise levels in direct relationship to the proposals, the quantity of spoil to be excavated, position of utilities and storage facilities, and generally obtain their own information as to the nature and value of the works to be contracted.

The contractor must arrange an escorted visit with the designer during the tender period. **Site visit** day has been arranged for ?????]. Please contact the below to book a time slot to visit the site.

johnb@nottsport.com

#### 1.6 CONSTRUCTION TIMETABLE

The successful contractor will be offered a 7 week programme to complete the contracted works. All returned tenders should be complimented with a proposed contract programme that ensures practical completion is reached by the scheduled date, complete with confirmation of material-ordering / material delivery lead-in schedule.

#### 1.7 COPYRIGHT

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## SECTION 2: MATERIAL QUALITY REQUIREMENTS

NB. All such materials liable to deterioration or damage shall be stored in such a way that they shall be in accordance with the specification at the time of use, and will not deteriorate in use.

#### 2.1 AGGREGATES

#### 2.1.1 Concrete:

All concrete used is to be in accordance with C20P as indicated in the Department of Transport's Specification for Highway Works Section 2602. Where appropriate all concrete used shall be subject to the following conditions:

- I. Ready mixed concrete shall be in accordance with BS 5328-1:1997. The use of non-agitating equipment for its transport will not be permitted; transporting concrete shall meet with the requirements of BS 5328-3:1990. When truck mixed concrete is used, water shall be added under supervision either at site or at the central batching plant as agreed by the employer's representative and under no circumstances would water be added in transit.
- II. Concrete shall not be mixed when the air temperature in the shade has fallen to 3°C (no frozen materials or materials containing ice shall be used).
- III. During hot weather, the constituent materials of the concrete must be kept sufficiently cool to prevent the concrete from stiffening in the interval between its discharge from the mixer and compaction in its final position.
- IV. The concrete shall be transported such that contamination, segregation or loss of a constituent material does not occur.
- V. All form work and reinforcement contained in it shall be clean and free from standing water, snow or ice, immediately before placing of the concrete.
- VI. No concrete shall be placed in flowing water.
- VII. Concrete when deposited shall have a temperature of no less than 5°C and not more than 32°C. It shall be compacted in its final position within 30 minutes of discharge from the mixer unless carried in a purpose made agitator operating continuously, when the time shall be within two hours of the introduction of cement into the mix and within thirty minutes of discharge from the agitator.
- VIII. Where appropriate all concrete shall be compacted to produce a dense homogenous mass. Freshly compacted concrete shall not be subjected from vibration form internal or external sources between 4 hours and 24 hours following compaction.
- IX. Immediately after compaction and for seven days thereafter, concrete shall be protected against harmful effects of the weather, including rain, rapid temperature changes, frost and from drying out.

#### 2.1.2 Macadam:

Transportation, laying and compaction of the coated macadam should adhere to the requirements in BS 4987-2:2001.

To reduce the risk of the macadam softening through the entrapment of volatile oils, the use of cutback or deferred set binders should be avoided.

Compaction of the materials below should be substantially completed whilst the material is above these specified rolling temperatures:

Minimum temp. within 30 minutes of arrival on site - 115°C Minimum temp. immediately prior to rolling - 85°C

N.B. These temperatures are base on 200 penetration grade.

The following indicates the minimum number of compaction passes required depending on roller type:

```
600 – 1000 Kg/m single drum roller – 12
600 – 1000 Kg/m Twin drum vibrating – 6
1000 – 2000 Kg/m – 8
1000 – 2000 Kg/m Twin drum vibrating – 4
Greater than 2000 Kg/m Single drum – 6
Greater than 2000 Kg/m Twin drum vibrating – 3
```

N.B. A vibrating roller should not be used to install the wearing course.

#### 2.2 PARTICULATE MATERIALS

All particulate materials will conform to the appropriate standard as indicated in this specification. The contractor will ensure that all materials, other than soil will:

- Resist the effects of frost or drought
- Not change their structure
- Retain their shape
- Provide a stable structure
- Not break down as a result of weathering or activities on the surface
- Not fuse together
- Not affect the performance of the installation outside the parameters indicated within this specification

All stone to be laid in accordance with DOT specifications 801 & 802 in layers not exceeding 150mm deep.

#### 2.2.1 Standard of particulate material for use in base:

Type / Name of Material	MOT Type 3 No-Fines Road Stone
Main Range of Particles	1.00mm to 37.00mm
Breakdown of Particle Range:	
37.00mm to 20.00mm	No more than 40%
20.00mm to 10.00mm	No more than 35%
10.00mm to 1.00mm	No more than 35%
Particle Shape	Angular
% of Particles in Required Shape	95%
Minimum Hydraulic Conductivity	10,000mm per hour

#### 2.2.2 Standard or particulate material for use in drainage channels and upper base:

Type / Name of Material	Clean Angular Stone
Main Range of Particles	3.00mm to 10.00mm
Breakdown of Particle Range:	
10.00mm to 6.00mm	70% to 80%
6.00mm to 3.00mm	35% to 40%
Particle Shape	Angular
% of Particles in Required Shape	95%
Minimum Hydraulic Conductivity	15,000mm per hour

#### 2.2.3 Example standard of sand infill for use in synthetic grass surface:

Type / Name of Material	Siliceous Sand - washed and dried
Main Range of Particles:	0.10mm to 1.00 mm
Breakdown of Particle Range:	
0.71mm to 1.00mm	None to 2.75%
0.50mm to 0.71mm	34 to 51%
0.355mm to 0.50mm	32% to 52%
0.25mm to 0.355mm	9% to 12%
0.18mm to 0.25mm	2.25% to 3.3%
Particle Shape	Round
% of Particles in Required Shape	90%
Minimum Hydraulic Conductivity	500mm per hour

#### 2.2.4 TYPICAL SAND TYPE / SUPPLIER FOR SYNTHETIC GRASS CARPET FILL

Sand type: Garside 2EW

Supplier: Garside Sands, Leighton Buzzard, Beds

Tel: 01525 237 911

Sand type: Chelford 30

Supplier: WBB Minerals, Sandbach, Cheshire

Tel: 01270 752 752

Sand type: Leighton Buzzard DA30

Supplier: WBB Minerals, Sandbach, Cheshire

Tel: 01270 752 752

#### 2.3 PERIMETER EDGINGS

#### 2.3.1 Pre-cast concrete kerbstones:

All kerbstones should conform to BS 7263-1:2001 and should be set on an appropriate bed of concrete. All concrete used is to be in accordance with C20P as indicated in the Department of Transport's Specification for Highway Works Section 2602. Where appropriate all concrete used shall be subject to the conditions set out in section 2.1.1.

#### 2.5 SYNTHETIC MATERIALS

#### 2.5.1 Nottspad® XC shockpad

Manufacture	Polyethylene Foam with XC Cut patented technology and Non-woven layer
Foam Type	Closed Cell, Cross linked Polyethylene Foam
Foam Density	50kg/m3
Foam Thickness	Approx. 9mm
Stabilising Layer	Non-woven approx. 1mm thick
Total Thickness	Approx. 10mm
Roll Width	2m
Dimensional Stability	-40°C to +90°C
Tensile Strength (ISO 1798)	0.47Pa (longitudinal) / 0.43 MPa (transverse)

#### 2.5.2 NottsGrass- Sand filled needlepunch synthetic grass

Manufacture:	Needle-punched Vertical, Horizontal and Angular fibres with
	resin impregnation to backing
Bonding	Back-coated with SBR compound plus cross-linking agent
Coating	At 20% pick up gives 230gsm
Fibre	UVF Polypropylene
Blend	110 denier and 18 denier
Fibre Weight	1300 gms/sqm
Total Weight	1530 gms/sqm
Total Thickness	16-18mm (Pile height above backing 12 – 14mm)
Backing Thickness	4mm
Flammability	Hot Nut BS4790 – Low Char Radius
	NBS Radiant Panel – Category 1 usage
Wearability	Pile loss after 1,000 passes 4.4mm
(LISSON TRETARD)	Pile loss after 3,000 passes 4.7mm
Porosity	Approximately 5200 mm/hr
Colour:	Olive Green / Autumn Green
Sand filling:	Approx. 22kg per sqm

#### IMPORTANT NOTE -

All specialist surfacing and performance control layer synthetic materials are manufactured in line with standard manufacturer's tolerances of plus or minus 10% on weights and manufacturing measurements. All roll sizes in width and length are subject to plus or minus 1.25%.

#### SUPPLIER OF SPECIALIST SYNTHETIC COMPONENTS

The supply of all specialist surfacing and performance control layer synthetic materials will be by:

Notts Sport® Innovation house Magna Park Lutterworth Leicestershire LE17 4XH T: 01455 883730

F: 01455 883755 E: info@nottssport.com

E: intoldnottssport.com
W: www.nottssport.com

#### 2.6 FENCING

All ironwork and mesh should be hot dipped galvanised to BS EN ISO 1461:1999 and then powder coated RAL 6005 Moss Green

## 2.6.1 STEEL MESH TO BE ERECTED FROM GROUND LEVEL TO 3.0M HIGH FOR MUGA PERIMETER FENCE

- Rigid panels containing 200 x 50mm aperture mesh
- Mesh formed with 8mm vertical wires and twin 6mm horizontal wires ('868').
- Lower 1.2m section of fence to incorporate a super rebound panel
- All mesh to be secured to posts with a full, continuous clamp bar system.
- All nuts to be anti-tamper type.
- Anti-rattle sound dampeners to be installed

#### 2.6.2 POSTS

- All posts to comprise rectangular hollow section (RHS).
- The size of all posts (wall thickness, section gauge and extension of post below ground level) to consist of appropriate and suitable dimensions as stipulated by the manufacturer.
- All posts to be set at maximum centres of 2520mm.
- All posts to be set within appropriate concrete foundations as stipulated by the manufacturer.
- The size of all concrete foundations to consist of appropriate and suitable dimensions as stipulated by the manufacturer.
- A black PVC weather cap should be fixed to the top of all posts.
- All posts to include base plates.
- The post system should include corner, intermediate, straining and brace posts as necessary.

#### 2.6.3 ACCESS GATES

- Double leaf gate should be sized 3.0m wide x 2.4m high.
- Single leaf gates should be sized 1.2m wide x 2.4m high.
- All gates should be constructed of fully welded RHS frames of manufacturer's specification.
- The frames should be in-filled with mesh to match the rest of the fencing
- All gates should open outwards by 180ø.
- A removable lintel should be installed directly above each set of gates.
- Gates to be hung on posts comprising rectangular hollow section (RHS).
- The size of all posts (wall thickness, section gauge and extension of post below ground level) to consist of appropriate and suitable dimensions as stipulated by the manufacturer.
- All posts to be set within appropriate concrete foundations as stipulated by the manufacturer.
- The size of all concrete foundations to consist of appropriate and suitable dimensions as stipulated by the manufacturer.
- A black PVC weather cap should be fixed to the top of all posts.
- All posts to include base plates.
- All gates to be supplied with padlocks and suited keys

## SECTION 3: CONSTRUCTION REQUIREMENTS

ITEMISED WORK	DETAIL	COST
1. PRELIMINARIES		
1.1	Submit cost for compliance with: ITT pack requirements. General contract terms and conditions. CDM health and safety requirements. Contractor's quality control log. Warranty requirements.	
2. ESTABLISHMENT		
& MOBILISATION 2.1	Construct temporary access road & compound including (but not restricted to): -Excavate turf and topsoil & deposit excavated arisings adjacentConsolidate the exposed sub-gradeImport and lay granular sub-base to a consolidated depth capable of withstanding construction traffic for the entire construction period*Maintain the integrity of the road and compound for the entire contract period.	
	* As it is proposed to construct a permanent access pathway along the approximate same route as the temporary access road, some of this aggregate material can be re-used as part of the permanent construction, providing it is of suitable quality	
2.2	Ensure adequate protection to existing macadam footpath by entrance gate to the site (contractor responsibility to reinstate path if damaged during the works)	
2.3	Supply and erect 2.0m high steel mesh temporary safety / security fencing to the compound area, access road and construction area (existing chainlink fence is being removed as part of the works) and any other areas around working site with gates as necessary plus suitable safety notices	
2.4	Maintain the integrity of the temporary fence throughout the construction period, restricting access from unauthorised personnel onto the area containing the construction and the compound area.	
2.5	Transport all necessary construction vehicles and machinery to site.	
2.6	Provide within compound, sufficient lockable steel storage container for safe storage of all synthetic components and fragile building materials and equipment as appropriate.	
2.7	Provide toilet and welfare facilities, including all power and water and drainage (including sewerage) for duration of the construction period.	
2.8	Provide site office with similar self-sufficient power.	

3. SITE		
PREPARATION	NB - For tender purposes it is assumed that any existing sports equipment (posts/goals) will be removed from the courts by the client prior to works commencing	
3.1	Trim back branches/foliage of existing tree to south east corner to ensure no overhang over new MUGA surface	
3.2	Take down and remove from site 2.7m high chainlink fence to the full perimeter of the existing courts (includes 2 Nr single leaf gates)	
3.3	Grub up and remove from site existing brick edgings to full perimeter of the existing courts	
3.4	Cap off existing tennis post sockets (3 sets) to ensure flush surface ready to receive new surfacing	
4. DRAINAGE WORKS		
4.1	To ensure porosity prior to installation of new surfacing, install 75mm puncture drainage holes at 1m centres across the MUGA footprint, back fill with 6-10mm clean angular stone, none frost susceptible, compact thoroughly.	
5. CLEAN	compact thoroughty.	
5.1	Apply herbicide to existing macadam surface.	
5.2	Powerclean existing macadam to remove all dirt and debris	
6. BASE REMEDIAL WORKS		
6.1	Allow for 'full depth' remedial works to areas totalling 200 sq m (total area for tender purposes needs confirming). Remedial works to include excavate existing macadam/sub base, dig out exposed roots, compact subsoil, re-lay aggregate previously removed, blind over with newly imported free draining aggregate (Type 1X) if necessary, handlay new porous macadam.	
6.2	To areas where full depth remedial carried out to perimeter edge of existing courts, particularly to northern edge and to area by existing tree to south east corner, install vertical root barrier (Dendro -Scott polyethylene or similar) to offer some protection from future root growth.	
6.3	All arisings not re-used as part of remedial works are to be carted offsite.	
7. NEW RECESSES		
(base works)	NB – perimeter edgings, shockpad, synthetic grass & fencing for new recesses is included elsewhere	
7.1	Carry out earthworks/ install foundations for new recesses including excavate existing topsoil, dig out exposed roots, compact subsoil,	

	install vertical tree root barrier (where necessary), lay imported free draining aggregate (Type 1X) if necessary, handlay new porous macadam.	
8. PERIMETER EDGINGS	Refer to drawings for kerb edgings arrangement.	
8.1	Supply and lay precast concrete kerb edgings 150mm x 50mm to form a rectangle with external dimensions to the outside edge of the facility, including recesses, to the proposed finished levels	
8.2	All kerbs to be haunched on grade C15P concrete with a minimum bed width of 420mm and minimum thickness of 150mm. Concrete to taper to nothing 50mm below top of kerb. Outer kerb gradients, to be set in line with relevant fall, to match inner kerb gradients.	
9. SHOCKPAD		
9.1	To the entire prepared MUGA area including recesses, supply and install NottsPad® XC shock-pad. (Refer to section 2.5.1 for details). The shock-pad will be 10mm in thickness and is a closed cell polyethylene foam with non-woven scrim to upper surface	
9.2	Seam together individual rolls with a suitable specialist two-part cold adhesive system to produce a minimum seam strength of 2N/mm, when testing in accordance with BSEN15330. Adhesive must be applied to specialist carrier strip with a maximum thickness of 0.5mm	
9.3	The surface of the shock-pad should be levelled so that there are no undulations greater than 6mm under a 3m straight edge placed randomly on the area	
10. SYNTHETIC GRASS PLAYING SURFACE		
10.1	To the entire prepared MUGA area including recesses, install VHAF® needlepunch sand-filled synthetic grass, colour olive green (Refer to section 2.5.2 for details)	
10.2	Each roll of the synthetic grass surface should be pulled tight and temperature conditioned as necessary to ensure that every roll of the surface relaxes and lays flat prior to trimming. The contractor should be prepared to allow an appropriate time for each roll to settle after being rolled-out over the base to ensure the surface relaxes and lays flat prior to trimming.	
10.3	Trim the edges of each roll as necessary ensuring the backing on the carpet is butted together along all seams. The trimming tolerance requirements shall be no gap greater than 2mm on any joint. The contractor will re-position carpets and re-trim if a gap is created during cutting. The contractor shall not infill any excessive gaps of any joint with separate carpet material.	
10.4	Seam together with a suitable specialist adhesive jointing system to produce a minimum seam strength of 25 N/100mm, when tested in accordance with method 2 of BSEN 12228:2002. Adhesives shall be applied to carrier strip with a maximum thickness of 0.5mm.	

10.5	During the laying process of the surface, supply and evenly distribute, by brushing and drag matting, $0.4-0.8 \text{mm}$ washed and dried silica sand in to the pile of the surface at a rate of $22 \text{kg/m}^2$ . Sand to be applied dry if possible and started from the edge inwards, ensuring that no unnecessary personnel walk, nor that the sand applicator travels on the empty surface.	
10.6	During the process of laying the surface, provide adequate protection from foot traffic and equipment to the completed base formation; ensuring that no disturbance occurs to any material outside the specified tolerances. Any areas found outside of the tolerances should be re-levelled and compacted.	
10.7	Make two return visits, 2 - 3 and 8 - 9 months after practical completion to sweep the surface to remove debris / contaminants and to top up and redistribute the sand infill as necessary. The contractor should also allow for re-trimming the surface at the perimeter if needed or to apply more tension to the surface if required ensuring all / any ripples and rucking are removed following a natural settling-in period.	
11. PLAYING LINES	Refer to line marking layout drawing	
	Measure, set out, supply and install the following	
11.1	75mm yellow <u>inlaid</u> lines for 1 set of 5-a-side D's and spots located to the length of the MUGA. Include goal lines across face of recesses.	
11.2	75mm yellow <u>inlaid</u> lines for 1 set of 5-a-side D's and spots located across the width of one half of the MUGA. Include goal lines across face of recesses.	
11.3	White <u>painted</u> lines for 3 tennis courts (allow for one application)	
11.4	75mm blue <u>painted</u> lines for 1 netball court (allow for one application)	
11.5	75mm blue <u>painted</u> lines for 1 basketball court (allow for one application)	
	[All markings should be to the specified sizes stipulated by the governing bodies of the appropriate sport.]	
12. PERIMETER FENCING	Supply and erect a perimeter ball stop / security fence system as described within section 2.6 and detailed by tender drawings. Finish galvanised and powder coated RAL 6005 moss green.	
12.1	3.0m high rigid '868' twinbar mesh fencing with RHS posts to the full perimeter of the MUGA.	
12.2	Supply & install 1 No double leaf gate	
12.3	Supply & install 1 No. single leaf gate	
12.4	Include for 6 Nr 8m high raised height corner posts in order to accommodate floodlight lamps	

	NB – note that certain elements of the 'sports equipment' section will form part of the fencing works	
13. FLOODLIGHTING	Refer to drawing Nr ???	
13.1	This design will achieve a minimum 120 LUX average luminance and 0.68 min/avg uniformity	
13.2	To achieve the above, the system includes the following items:  12 No 400W metal halide floodlights fixed to 8m high fence corner posts (no separate floodlight columns)  Waterproof feeder pillar to side of MUGA  Switching location to be in a weather proof box fixed to the side of the main feeder pillar  System to be operated by 2 Nr token meters located in an enclosure to side of main feeder pillar  System to be capable of half facility switching  Include 1 Nr egress light on column nearest main entrance, programmed to remain lit for 10 minutes following main system shutdown  Cable back to supply location point adjacent to MUGA (for tender purposes it is assumed that suitable supply will be brought to side of MUGA by others)  Basic Mechanical/Electrical/Civil installation  System to be programmed to ensure compliance with hours of usage permitted by Planning Permission (when confirmed)  Inclusive of 1 year warranty on lamps	
13.3	The contractor should ensure that all necessary aspects of the lighting provision to provide a completed & working installation are included - civil engineering works, mechanical and electrical installation, cable trenching and cabling works (include for all cabling to MUGA to be <u>ducted</u> ), connection to supply, switching, commissioning and health and safety compliance. Areas disturbed as a result of any cabling works to be reinstated back to original condition.	
13.4	On completion, the contractor will provide a copy of the commissioning certification to the client and their project team. A further copy of the commissioning certification is to be kept with the as-built records and handed to the employer on completion.	
13.5	The floodlighting supplier is:	
	Halliday Floodlighting Unit 29, Stenhouse Mill Wynd, Edinburgh EH11 3XX Tel: 0131 443 2061 Email: alex@halliday-lighting.com Web: www.halliday-lighting.com Project Ref: Peterston Super Ely (Project Ref 01656)	

14. ACCESS PATH		
14. ACCESS PATH	Refer to drawing Nr ???	
	Access path to be constructed to ensure DDA compliance as per Document M of Building Regulations 2010	
	NB - Some of the below items may already have been included for within price to construct temporary access road in item 2.1	
14.1	Strip natural surfaces (turf and topsoil)	
14.2	Trim, roll and fully consolidate the entire stripped area to create a stable formation level with a minimum CBR rating of 2%. Ensure no future settlement or subsidence of any disturbed material. The surface of the formation level should be trimmed to a tolerance of no greater than +/- 25mm.	
14.3	Supply and lay 150mm x 50mm concrete kerb edgings to form external edges of the paths. All kerbs to be haunched on grade C15P concrete with a minimum bed width of 300mm and minimum thickness of 150mm. Concrete to taper to nothing 50mm below top of kerb. Outer kerb gradients, to be set in line with relevant fall, to match inner kerb gradients & set.	
14.4	Import, level and fully compact additional interlocking MOT Type 1 stone aggregate to an accurate depth of 150mm creating even falls matching those of the proposed finished levels and finishing an accurate 65mm below the internal kerb level throughout.  Consolidation to be in accordance with DOT specifications 801 & 802.	
14.5	Supply, lay and compact a 40mm layer (when consolidated) of 20mm nominal sized open textured macadam as per the requirements set out in section 2 of this document. The macadam should finish an accurate 25mm below the perimeter kerb edgings throughout.	
14.6	Supply, lay and compact a 25mm layer (when consolidated) of 6mm nominal sized open textured macadam to the area as per the requirements set out in section 2 of this document. This should be compacted to finish accurately against the top of the internal kerb edgings level throughout. The surface of the macadam should be levelled so that there are no undulations greater than 6mm under a 3m straight edge placed randomly on the area or localised bumps / hollows greater than 3mm under a 0.5m straightedge.	
14.7	All macadam should be laid to an even and consistent texture and not contain any bump, hollow or ridge.	
15. SPORTS EQUIPMENT		
15.1	Include 5-a-side crossbars fixed integral with the perimeter fence. Crossbars to be colour white and set across the face of all recesses. Allow to the fixed to 1.8m high to 2 recesses to the length of the MUGA and to 1.2m high to 2 recesses across width of facility. Allow for standard 868 twin bar weldmesh panel fixed above the crossbars, finish to match rest of fenceline	
15.2	Supply/install 2 Nr basketball goal units fixed integral with the	

PRICING SCHEDULE		. 101
TOTAL CARRIED TO	£	+ VAT
18. CONTINGENCY 18.1	Include a sum of 5% of the main scheduled works monetary value for contingencies, to be used, or used in part at the discretion of the client during execution of the works.	
	successfully undertake the required works (detail any such works below or alternatively state 'N/A')	
17. OTHER WORKS 17.1	Submit cost for any other works the contractor deems necessary to	
AR OTHER WORKS		
16.5	Reinstate any areas disturbed as a result of the works. Leave site in a tidy condition that is acceptable to the client.	
16.4	Remove all site establishment (including haul road and site compound) and reinstate the areas back to original condition (with the exception of any areas of the haul road footprint that is to become to permanent access path)	
16.3	these soils to a minimum depth of 200mm to create an even seedbed. Sow a mixture of 20% Chewing Fescue Highlight (or equivalent) and 80% Perennial Rye Grass, at 28gms per m <sup>2</sup> and work into the soil by harrowing or raking as appropriate.	
16.2	Make good the ground surrounding the working areas, including respreading site won topsoil to tie in to surrounding land. Cultivate	
16.1	Dispose excess spoil into a neat spoil heap, in a location to be advised during site visit.	
16. REINSTATEMENT		
	the new MUGA fenceline	
15.5	Erect only 1 no. rules-of-use signboards (supplied of free issue) to	
15.4	and storage.  Supply/install 1 set of wheelaway netball posts	
15.3	Supply/install 3 sets of wheelaway tennis posts/nets. Frame/bottom bar to be capable of being separated into 3rds to ease transportation	
	perimeter fence. Goal units to be fixed to protruding arms to ensure backboards/rings are located appropriately in relation to line markings.	

## ADDITIONAL CONTRACT ITEMS

ITEMISED WORK	DETAIL	EXTRA OVER COST
19. MAINTENANCE EQUIPMENT	Supply & deliver specialist maintenance equipment to include the drive unit, triangle brush and drag mat attachments and collector unit. Include to carry out demonstration of usage to the client. Equipment supplier - Notts Sport, T: 01455 883743	
20. BOOTWIPERS	Supply & install 2Nr bootwiper brushes outside main entrance to MUGA	
21. MOWING MARGIN	Construct 300mm wide mowing margin using 100mm deep concrete formed using the existing pcc edging to the inside edge and temporary timber formwork to the outer edge. To be installed to the outer perimeter of the fenceline of the new facility (only to areas that abut natural turf).	
22. PATHWAY LIGHTING	Supply and install bollard lighting to access pathway, including all necessary civils works.	
23. BALLSTOP NETTING	To the full width of the north end of the MUGA, supply and install ballstop netting from 3.0m high to 5.0m high, fixed above the perimeter fence. Ballstop netting to be colour black.	
24. DIVIDER NET	Install 1 Nr retractable divider net curtains to separate the facility into 2 areas. To be located as shown on drawings.	
25. EQUIPMENT STORE	Supply, deliver and place 20ft lockable steel storage container adjacent to the MUGA (precise location to be agreed). To be colour green.	
26. CRICKET SYSTEM	Supply/deliver 'Powerplay' Instant Cricket System - A 24m x 1.9m portable cricket pitch wicket surface suitable for use on synthetic grass, including storage trolley. Supplier - Notts Sport, T: 01455 883743	

## SECTION 4: CONTRACTORS QUALITY CONTROL LOG

#### 4.1 QUALITY SCHEDULE

During the course of the works, the employer or the employer's representative will carry out random checks on the facility, referring back to the Contractors quality control logs.

#### 4.2 CONTRACTORS QUALITY CONTROL

(i) The Contractor will provide for the reference of the employer a statement describing their proposed general and detailed arrangements and methods for carrying out the checking of the works and of the time when, and the order in which it proposed that these shall be executed. This shall not be limited to just that which is included within this specification, but should include checking of sub-base levels, stone levels, kerb levels, drainage channel levels etc.

#### 4.3 CODES OF PRACTICE

- (i) The Contractor will supply a full and detailed Code of Practice and System of Works.
- (ii) These will include details of all the works to be carried out and the manner in which they will be carried out. These will include details of authorised persons, environmental restraints, appropriate Health & Safety requirements, training that personnel will, or have, undertaken prior to working on site, storage of materials and procedures for receiving and checking materials on site.
- (iii) The Code of Practice shall indicate areas of work that will be sub-contracted and detail the Sub-Contractors that will be employed, and their relative experience.
- (iv) All works shall be carried out using the Contractors submitted system of works. Unless changes to methods have been submitted to the client and /or their representatives and such changes have been accepted.

#### 4.4 SUPPLIERS & SUB-CONTRACTORS

(i) The Contractor will supply **along with their tender submission** a full details of planned suppliers:

#### Aggregate suppliers

List sources of all aggregates to be used within the construction on which the tender is based:

Material	Source/reference	Grading


#### 4.5 MATERIALS

All materials liable to deterioration or damage shall be stored in such a way that they shall be in accordance with the specification at the time of use.

#### 4.6 CONTRACTOR'S LOG

The Contractor will keep a log (enclosed) of the environmental conditions on site during the development and will not allow work to continue when weather conditions are such that the quality of the works may be impaired, or the conditions of the materials used may be affected. Where works that have been carried out in poor weather conditions have been adversely affected, those works shall be removed and made good at the Contractor's expense.

#### 4.7 INSPECTION

The employers representative will have free access to carry out cross referencing random performance quality testing and access to the quality logs at such times as they or the client feel appropriate, following telephone notification of intended arrival on site.

#### 4.8 SAMPLING AND TESTING

During the construction works, site samples of materials shall be taken at random by the Contractor and retained on site for inspection and made available to the employer representative.

- For each particulate material (sand, gravel, etc.), used in the construction, 500 gm samples will be retained by the Contractor for inspection.
- (ii) Each sample of Synthetic material will be no less than 200mm square and no more than 1 metre square and will be retained by the Contractor for inspection.
- (iii) The following shall be included with all samples:

Date and time that the sample was taken Sample identification Intended application & location

#### 4.9 MAINTENANCE

Prior to completion of the works, the Contractor will provide a statement describing the general and detailed maintenance required on the newly developed facility.

The statement shall include details of the maintenance programmes. It shall detail procedures to ensure the specified parameters are maintained, the appropriate

climatic conditions in which work can be carried out, the appropriate Health & Safety requirements and training the personnel may require.

The Contractor will include in their tender price an appropriate cost to cover the training and advising of the grounds maintenance staff.

#### LOG A - CLIMATIC CONDITION

Date	Temperature at Midday in °C	Rainfall Over 24 hours in mm	Weather Conditions (e.g. cloudy, sunny, overcast etc.)

#### LOG B – POSITION OF SURFACE CARPETS

The following log should be filled out in relation to the plan on the next page. The roll number that has been laid in each position should be indicated along with the date that it was laid. If your cutting plan varies from that shown, please draw out a new plan on the reverse of the sheet.

RUN NUMBER	ROLL NUMBER	DATE LAID OUT	WHO BY?	DATE TRIMMED	WHO BY?	DATE SEAMED	WHO BY?
					_	_	_

## CONTRACTORS QUALITY CONTROL LOG CARPET PLAN FOR LOG B

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## SECTION 5: WARRANTY REQUIREMENTS

The contractor will provide written statements on the validity and scope of any warranties given before commencement of works.

All warranties are to be offered via the tendering contractor, for the period of warranty; however they should be transferable from the original manufacturer/supplier to the client, in the event the contractor ceases trading during the warranty period.

The following are the minimum period of guarantees required and contractors should indicate with their tender submission any areas where a greater warranty than the minimum requirements:

REQUIREMENTS	MINIMUM
	PERIOD OF
	COVER
FENCING	
The fencing system	5 years
Including the following clarifications:	
Workmanship defects, parts and labour	Year 1 and 2
Galvanising on the steel work, parts and labour	Years 1 to 3 inc.
Steel work: Parts and labour	Years 1 to 3 inc.
Parts only	Year 4 and 5
Timber boarding: Parts and labour	Year 1
Parts only	Year 2
SHOCKPAD LAYER (IF INSITU)	00
Materials & Labour	20 years
SYNTHETIC MATERIALS	
Fitness for purpose in use, all synthetic materials	5 years
Tritless for purpose in use, all synthetic materials	J years
Synthetic Grass Surface	
Including the following clarifications:	
Materials & Labour	Year 1
Materials	Years 2-5
UV stability of the yarn and light fastness	5 years
Faulty manufacture	5 years
	,
(Subject to appropriate maintenance being carried out, fair wear and	
tear and the facility being used for the purpose for which it was	
intended)	
WORKMANSHIP QUALITY	
Sub-base preparation	
Engineered (bound) base stability and compaction, and resistance to	
settlement and frost heave	
Materials and labour	20 years
General defects	
All workmanship will be to a standard, which ensures the tolerances	
stipulated in the specification are maintained, and the pitch will remain	
fit for purpose.	
Materials and labour	3 years

Seam strength All joints will remain secure and fit for purpose. With a seam strength not less than stipulated in the specification.  Materials and labour	3 years
FLOODLIGHTS  The specialist provider should warrant all aspects of the lighting performance (supply and installation) including civil engineering works, mechanical and electrical installation, cable trenching and cabling works, connection to local supply, switching, commissioning, etc.	
Materials, lamps, components replacement and labour	1 year (if metal halide & 10 years if LED)

## SECTION 6: DESIGNER'S NOTES ON HEALTH & SAFETY

The following observations are not the full risks associated with carrying out this contract; they are the designer's comments and observations.

Specific noted risks by section of works:

#### 6.1 Access arrangements

Notices should be placed on the route of the access; notifying the general public of the trafficking of large construction vehicles and lorries.

Care should be taken to protect any services crossing the access route. There is a significant danger to persons and vehicles along the route access.

During the excavation and filling of any temporary access routes machinery and equipment will be operating outside the main area of the construction works.

Principal contractor to provide adequate temporary fencing and supervision, leaving no excavations unfilled without being cordoned off.

#### 6.2 Site Establishment

Principle contractor should ensure that all safety fences and barriers are checked twice daily as a minimum, once before commencing works and once before overnight or weekend shut down. Any adjustments to the fence to avoid unauthorised entry should be done immediately the fault is recognised.

Any welfare or accommodation facilities provided should conform to all statutory regulations in particular in connection with washing facilities and preparation of food.

If the power source used within the accommodation is a diesel or petrol powered generator; this should be muffled and/or enclosed by site cabins to avoid constant unnecessary noise. Also it should be turned off no later than 10:00pm, to avoid nuisance to neighbours, and an alternative heat and lighting source provided. No calor or open flamed heaters to be left switched on overnight.

#### 6.3 Site Clearance & Excavation

All machinery carrying out excavations should be fitted with warning lights and audible reverse warning. Banksperson should be in attendance wherever machinery is operating in close proximity of each other, or where pedestrian staff are operating or any significant hazard exists.

Prior to carrying out excavations, the area should be checked with appropriate censors.

#### 6.4 Kerb edgings

Good handling practices should be employed in moving heavy edgings. Gloves should be worn whilst handling wet concrete, to avoid skin irritation.

#### 6.5 Stone Sub Base

All comments relating to machinery operating on site are applicable specifically to

this section, as dumpers and/or lorries will be tipping close to other operatives. Use of virboplates and rollers should be carried out by staff wearing ear protectors and steel toe capped shoes. (Steel toe capped shoes are mentioned in general items, applicable to the whole contract, but extra risks are present whilst using compacting equipment.)

#### 6.6 Synthetic Surface

Synthetic Surface rolls for a pitch of this size, are very heavy. Care should be taken when lifting and positioning the rolls, only using appropriate lifting equipment. Repositioning on the pitch should be carried out with scaffold poles and by sufficient staff to avoid injury. Principal contractor to ensure all staff are instructed in good lifting techniques. Steel toe capped shoes or training shoes should be worn whilst carrying out lifting.

The cutting and seaming of the rolls involves the use of sharp knives. All staff should be provided with safety blades and any kneepads for prolonged kneeling down. If hot melt is used, which is the preferred method of jointing; all staff should be instructed in what to do if hot melt is dropped onto the skin and safe storage and ventilation of the working area. (See notes on electrical equipment in general items.)

#### 6.7 Fencing

Safety helmets should be worn at all times posts are being positioned and when working above head height. Scaffold towers should be positioned on boards to protect the surface, so care should be taken that the uprights do not move on the steel or timber sheeting. All metal work should be cut in a controlled environment, with the operatives wearing suitable safety gloves, goggles and ear protectors. Care should be taken to ensure no loose clips, wires or cut steel work is left on the site, to avoid injury to staff and potential future users of the area.

#### 6.8 Floodlights

The contractor should refer to the nominated provider's installation methodology / schedule to ensure compliance with all health and safety requirements.

#### 6.9 Reinstatement

No known increased risks other than those already identified in utilising machinery are specifically applicable to this section. All fertilisers should be stored and handled, in line with manufacturer's instructions.

#### 6.10 General items

#### At all times:

- Reinforced safety footwear should be issued and worn by staff.
- All electrical equipment used on site should be 110 volt or if 240 volt (glue guns) is used, they should be protected by suitable weather covers and automatic safety trip switches. Electrical equipment should not be used in adverse weather conditions.
- Any times operatives are using hand-digging equipment; safety helmets should be worn when the action involves lifting the digging implement above shoulder height.
- > The principal contractor should ensure all staff are adequately trained in the operation of all equipment.
- > Any use of pesticides on the site, should be carried out in line with manufacturers

instructions.

- Any use of laser equipment should be controlled by suitable warnings and not setting lasers at eye level.
- > The principal contractor should ensure the safety of the general public, school staff and pupils, along with their own staff and sub contractors, is not unnecessarily put at risk at any time.

If the construction of this facility falls within the requirements of the CDM regulations, the appointed CDM-C will compile and co-ordinate a pre-construction phase health and safety plan, which the principal contractor will take over and develop. It will be the principal contractor's obligation to ensure that all works, actions and site conditions, conform to the requirements of the CDM regulations.

The principal contractor must co-ordinate the activities of all contractors and sub-contractors and ensure they comply with the relevant health and safety legislation and with the developed plan.

On or before practical completion the principal contractor shall hand the completed information for the health and safety file to the CDM-C.

The Certificate of Practical Completion will not be issued until all the information necessary to produce the file has been issued to the CDM-C.

As part of your tender you should confirm that before acceptance of your tender you would be able to submit clarification and confirmation of the following:

- > The time allowed to complete the various stages of construction work without risk to health and safety.
- > The arrangements the contractor has in place to actively manage health and safety.
- > The procedures the contractor will adopt for developing and implementing the health and safety plan.
- > The approach to be taken in dealing with hazards identified by the designers and the CDM-C.
- The arrangements the contractor has for monitoring compliance with health and safety legislation.

The principal contractor is to include all costs in connection with complying with the regulations within their submitted tender.

#### GENERAL CONTRACT TERMS & CONDITIONS

The following industry specific contract terms and conditions have been developed by Notts Sport® for use during the supply and installation of synthetic turf pitches (STP's) and multi use games areas (MUGAs). They may be agreed between the employer (client) and principal contractor. These requirements and clauses are based upon Notts Sport®'s experience of more than 25 years in facilitating the previously described sports facilities.

### 1. PROJECT PARTICULARS

#### 1.1 THE PROJECT

Name: The construction of a new floodlit synthetic turf MUGA and

associated features, all as detailed within the attached tender

drawings and specification.

Location: Peterston Super Ely

Ffordd Yr Eglwys, Cowbridge,

Vale of Glamorgan,

CF5 6LH

#### 1.2 EMPLOYER (CLIENT)

Peterston Super Ely Community Council

Ffordd Yr Eglwys,

Cowbridge,

Vale of Glamorgan,

CF5 6LH

#### 1.3 PRINCIPAL CONTRACTOR

To be confirmed

#### 1.4 CONTRACT ADMINISTRATOR

Notts Sport® Innovation House Magna Park Lutterworth Leicestershire LE17 4XH

#### 1.5 CDM CO-ORDINATION (IF NECESSARY)

Notts Sport® Innovation House Magna Park Lutterworth Leicestershire LE17 4XH

#### 1.6 CLERKS OF WORKS

Notts Sport® / Peterston Super Ely Community Council

#### 1.7 DESIGNER, ADVISOR AND SUPPLIER OF SPECIALIST SYNTHETIC COMPONENTS

Notts Sport® Innovation House Magna Park Lutterworth LE17 4XH

#### 1.8 USE OF THE SITE

Do not use the site for any purpose other than carrying out the works.

#### 1.9 HEALTH AND SAFETY HAZARDS

The nature and condition of the site cannot be fully and certainly ascertained before it is opened up. The contractor must ascertain if any additional information is required to ensure the safety of all persons and the works. The contractor must 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.

## 2. CONTRACT CONDITIONS

#### 2.1 CONTRACT PARTICULARS

#### 2.1.1 CONTRACT DOCUMENTS

The Contract Documents are deemed to be the Form of Tender, the Contract Drawings, these Contract terms and Conditions and the Specification and all other information contained and described with this ITT pack; all of which the Contractor should have read or shall be deemed to have read before submitting a tender.

#### 2.1.2 FLUCTUATIONS

The Contractor's special attention is drawn to the fact that this tender is a firm price tender calculated on the understanding that no variation to the contract sum shall be entertained in respect of fluctuations in the cost of labour and materials for the 12 week duration that the tender shall remain open for acceptance by the employer from the stated return date.

#### 2.2 CONTRACT VALUE

To be agreed.

#### 2.4 COMMENCEMENT AND COMPLETION

The precise construction dates for the build shall be agreed with the successful Contractor. It is envisaged that works shall be commenced as detailed in the Instructions to Tenderer's section.

#### 2.5 DAMAGES FOR NON-COMPLETION

Damages for non completion (liquidated damages) at the rate of £750 per week or pro-rata thereto between the agreed completion date and the date of practical completion. It is recognised that certain items of the specified works are very weather sensitive and as such, extensions of time may be granted after consultation with the client and their representative/s should inclement weather conditions etc. prevent normal progression of the works.

#### 2.6 DEFECTS LIABILITY PERIOD

Twelve (12) months commencing from the date of practical completion.

#### 2.7 VARIATION OF WORKS

Any and all variations of works must be authorised by the employer or employer's representatives.

With the exception of provisional sums, any variation to the specification or associated works required by the employer after the exchange of contracts will be submitted to the contractor for costing. The contractor will notify the employer in writing of any increased or reduced costs of such amendments and the effect on the time schedule. Prior to commencing such amendments, the contractor must receive written confirmation from the employer as to their agreement of said variations.

The contractor will not vary or allow any variation of the works from the agreed specification, without prior consultation and negotiation with the employer or their professional advisors;

only on receipt of written confirmation from the employer will said works be carried out (including provisional sums).

## 2.6 PAYMENTS

This project will follow a Standard Procurement Contract route

Interim Payments and Retentions

The contractor shall submit interim valuations / claims for payment of works in progress on a four weekly basis.

The employer or employer's representatives shall at intervals of four weeks calculated from the date of the first formal site meeting (which will take place no later than four weeks from the contract start date), certify progress payments as amounts due to the contractor in respect of the value of the works properly executed, including any amounts either ascertained or agreed under variation of works in this contract document or any instructions issued with regard to expenditure of any provisional sums, and the value of any materials and goods which have been reasonably and properly brought upon the site for the purpose of the works and which are adequately stored and protected against the weather and other casualties, less a retention of 5% and less the total amounts due to the contractor in certificates of interim payment/s previously issued.

The valuation / claim shall state to what the interim payment relates and the basis on which the amount of the interim payment was calculated. The final date for certification of the valuation / claim shall be seven days from the date of issue. The final date for payment by the employer of the amount so certified shall be fourteen days from the date of issue of the invoice which will be submitted to the employer or employer's representatives on the day of issue. The provisions of this clause and following clauses shall apply to any certificate issued pursuant to this clause.

If the employer fails properly to pay the amount or any part thereof due to the contractor by the final date for its payment, the employer shall pay to the contractor in addition to the amount not properly paid simple interest thereon for the period until such payment is made. Payment of such simple interest shall be treated as a debt due to the contractor by the employer. The rate of interest payable shall be five per cent (5%) over the Base Rate of the Bank of England, which is current at the date the payment by the employer became overdue. Any payment of simple interest under this clause shall not in any circumstances be construed as a waiver by the contractor of his right to proper payment of the principal amount due from the employer to the contractor in accordance with, and within the time stated in, the conditions or of the rights of the contractor in regard to suspension of performance of his obligations under this agreement to the employer.

## Penultimate Certificate

The employer or employer's representatives shall within fourteen days after the date of practical completion, certify payment as an amount due to the contractor of 97.5% of the total amount to be paid to the contractor under this contract as far as that amount is ascertainable at the date of practical completion including any amounts either ascertained or agreed under variation of works in this contract document or with regard to expenditure of any provisional sums, less the total amounts due to the contractor in certificates of interim payment/s previously issued. The penultimate certificate shall state to what the interim payment relates and the basis on which the amount of the certificate was calculated. The final date for

certification of the valuation / claim shall be seven days from the date of issue. The final date for payment by the employer of the amount so certified shall be fourteen days from the date of issue of the invoice which will be submitted to the employer or employer's representatives on the day of issue. The provisions of this clause and following clauses shall apply to any certificate issued pursuant to this clause.

## Notices of amounts to be paid and deductions

Not later than five days after the issue of a certificate of payment pursuant to relevant clauses, the employer shall give a written notice to the contractor which shall specify the amount of the payment proposed to be made in respect of the amount stated as due in that certificate.

Not later then five days before the final date for payment of the amount notified pursuant to relevant clauses, the employer may give a written notice to the contractor which shall specify any amount proposed to be withheld and / or deducted from that notified amount, the ground or grounds for such withholding and / or deduction and the amount of the withholding and / or deduction attributable to each ground.

Where the employer does not give a written notice pursuant to clause relevant clauses, the employer shall pay the amount stated as due in the certificate.

#### Final Certificate

The contractor shall supply within one month from the date of practical completion all documentation reasonably required for the computation of the amount to be finally certified by the employer or employer's representatives. The employer or employer's representatives shall within fourteen days of receipt of such documentation issue a final certificate certifying the amount remaining due to the contractor or due to the employer as the case may be and shall state to what the amount relates and the basis on which that amount was calculated.

Not later than five days after the date of issue of the final certificate, the employer shall give a written notice to the contractor which shall specify the amount of the payment proposed to be made to the contractor in respect of the amount certified.

The final date for payment of such amount as a debt payable as the case may be by the employer to the contractor or by the contractor to the employer shall be fourteen days from the date of issue of the invoice which will be submitted to the employer or employer's representatives on the day of issue.

Not later than five days before the final date for payment of the amount due to the contractor the employer may give a written notice to the contractor which shall specify any amount proposed to be withheld and / or deducted there from, the ground or grounds for such withholding and / or deduction and the amount of the withholding and/or deduction attributable to each ground.

Where the employer does not give a written notice pursuant to relevant clauses, the employer shall pay the contractor the amount stated as due to the contractor in the final certificate.

If the employer fails properly to pay the amount or any part thereof due to the contractor by the final date for its payment, the employer shall pay to the contractor in addition to the amount not properly paid simple interest thereon for the period until such payment is made. Payment of such simple interest shall be treated as a debt due to the contractor by the employer. The rate of interest payable shall be five per cent (5%) over the Base Rate of the Bank of England, which is current at the date the payment by the employer became overdue. Any payment of simple interest under this clause shall not in any circumstances be construed as a waiver by the contractor of his right to proper payment of the aforesaid debt due from the employer to the contractor in accordance with, and within the time stated in, the conditions or

of the rights of the contractor in regard to suspension of performance of his obligations under this agreement to the employer.

#### Retentions

The employer will hold 5% of the total contract sum for the contract period, reducing to 2.5% for the period of the defects liability period.

## 2.9 INSURANCES

The contractor will fully insure all works and materials to their full replacement value and associated costs plus 15% to cover professional fees, throughout the execution of the complete works up to practical completion certificate being issued. Proof of such insurance to be documented to the employer at contract exchange and prior to commencement of works.

## 2.10 PUBLIC LIABILITY

The contractor will have in place a public liability insurance policy to the value of not less that £5,000,000.00. Proof of such policy to be documented to the employer at contract exchange and prior to commencement of works.

## 2.11 DETERMINATION OF CONTRACT BY THE EMPLOYER

The employer may, but not unreasonably, give notice to the contractor by registered post / recorded delivery, terminating the employment of the contractor if any of the following instances have occurred:

- If the principal contractor becomes bankrupt, is involved in a winding up order, or if a Receiver of his business is appointed.
- If the principal contractor fails to proceed diligently with the works, or suspends site works before completion without justification.

## 2.12 DETERMINATION OF CONTRACT BY CONTRACTOR

The contractor may, but not unreasonably, give notice to the employer by registered post / recorded delivery, to withdraw from the contract if any of the following instances have occurred:

- If the employer, or any person for whom they are responsible, interferes with, or obstructs the carrying out of the works.
- If the employer fails to make payments to the principal contractor under the provisions set out above.

## 2.13 ARBITRATION

If any major dispute or difference concerning the contract arises between the client and the contractor, such dispute shall be referred to arbitration and final decision of a qualified independent person to be agreed by both parties. Should such agreement not be found possible, the matter shall be referred to the Institute of Arbitrators for advice.

## 2.14 BRIBERY AND CORRUPTION

2.14.1 The client shall be entitled to cancel this Contract with immediate effect and to recover from the Contractor the amount of any loss resulting from such cancellation, if:

- 2.14.2 the Contractor shall have offered or given to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or having done or forgone to do any action in relation to this Contract or any other Contract with the Client; or
- 2.14.3 the like acts shall have done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor); or
- 2.14.4 in relation to any Contract with the Client, the Contractor or any person employed by him or acting on his behalf shall:-
  - (i) have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or
  - (ii) have given any fee or reward, the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

## 2.15 DISCRIMINATION

The Contractor shall not practice discrimination on the grounds of colour race ethnic or national origins religion or sex or disability against any person employed by him or against any person in respect of whom the Work is being carried out contrary to the Sex Discrimination Act 1975, the Race Relations Act 1976 the Disability Discrimination Act 1995 and the Human Rights Act 1998 and any regulations made pursuant to these Acts (whether in the execution of this Contract or otherwise) and he shall comply at all times with any Codes of Practice issued thereunder.

The Contractor shall take all reasonable steps to secure the observance of the provisions of this condition by all servants, employees, or agents of the Contractor and all sub-Contractors employed in the execution of this Contract.

# 3. TENDERING / SUB-LETTING / SUPPLY

These conditions are supplementary to those stated in the invitation to tender and on the form of tender.

## 3.1 TENDERING PROCEDURE

In accordance with this invitation to tender pack.

## 3.2 EXCLUSIONS

The contractor must immediately inform the Designer if any parts of the work as defined in the tender documents cannot be tendered. The contractor must define relevant parts of the works they are unable to tender, stating reasons for the inability to tender.

## 3.3 ACCEPTANCE OF TENDER

The employer and employer's representatives offer no guarantee that any tender will be recommended for acceptance or be accepted. The employer and employer's representatives will not be responsible for any cost incurred in the preparation of any tender.

## 3.4 PERIOD OF VALIDITY

After submission or lodgement, the contractor must keep their tender open for consideration (unless previously withdrawn) for not less than twelve weeks.

#### 3.5 PRICED DOCUMENTS

The contractor must not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected. Where not stated, measurements should be taken from the tender drawings. Costs relating to items which are not priced will be deemed to have been included elsewhere in the tender. The contractor shall submit priced documents within one week of request.

#### 3.6 TENDER

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.

## 3.7 TENDER STAGE METHOD STATEMENTS

The contractor will prepare method statements describing how and when the works is to be carried out. The contractor shall submit their method statements within one week of request.

#### 3.8 ALTERNATIVE METHOD TENDERS

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. 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. The contractor must 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. The contractor must submit full technical details for each alternative together with details of any consequential amendments to the design and / or construction of other parts of the works. The contractor must submit the information described with their alternative method tender.

## 3.9 ALTERNATIVE TIME TENDERS

In addition to and at the same time as tendering based upon the date or period specified, an alternative tender based upon a different date for completion or period may be submitted. 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.

## 3.10 SUBSTITUTE PRODUCTS

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 agreed with the client and their project team during tender stage at tender stage, may not be considered. The acceptance of any proposed substitute will be at the discretion of the client and their project team.

## 3.11 HEALTH AND SAFETY INFORMATION

The contractor will describe their organisation and its resources to safeguard the health and safety of operatives, including those of sub-contractors, and of any person whom the works may affect. The contractor will include a copy of their 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 and the number and type of staff responsible for health and safety on this project with details of their qualifications and duties. The contractor will submit this information with their tender.

## 3.12 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

The contractor will provide details as requested in the pre-tender health and safety plan.

## 4. MANAGEMENT OF THE WORKS

## 4.1 SITE ADMINISTRATION AND SUPERVISION

The contractor shall allow for all necessary site administration and supervision for the proper execution of the works. Prior to commencing the works on site the contractor shall confirm to the employer the name of the person in charge of site with details of his / her experience. This person is not to be changed without the prior agreement of the employer, which shall not be reasonably withheld.

## 4.2 STATUTORY REGULATIONS

The contractor shall allow for complying with any such regulations or requirements concerning pedestrian or vehicular traffic control, the loading or unloading of or waiting by vehicles on the public highway, site ingress and egress, safety precautions and other matters affecting the work.

## 4.3 INSURANCE

#### Documentary evidence:

Submit before starting work on site and/ or policies and receipts for the insurances required by the conditions of contract.

## 4.4 INSURANCE CLAIMS

## 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 and the insurers.

#### Failure to notify:

Indemnify the employer against any loss, which may be caused by failure to give such notice.

## 4.5 CLIMATIC CONDITIONS

#### Information:

Record accurately and retain a log of daily maximum and minimum air temperatures (including overnight) and any delays due to adverse weather, including description of the weather, types of work affected and number of hours lost.

## 4.6 INCLEMENT WEATHER

The Contractor shall not carry out any works during inclement weather that are likely to affect the long term quality of the installation. In the event of extreme weather conditions where the quality of the work may be impaired, or the condition of materials affected then no work to which this applies shall be carried out. The contractor shall order those works to

cease and shall have no claim against the employer or their advisors other than any rights to an extension of time for exceptionally adverse weather conditions that properly exist through the contract.

## 4.7 OWNERSHIP

## Alteration/ clearance work:

Materials arising become the property of the contractor except where otherwise stated. Remove from site as work proceeds.

## 4.8 PROGRAMME

#### 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:

- Planning and mobilisation by the Contractor
- Sub-contractor's work.
- Running in, adjustment, commissioning and testing of all engineering services and installations.
- Work resulting from instructions issued in regard to the expenditure of provisional sums.
- Work by others concurrent with the Contract.

## 4.9 COMMENCEMENT OF WORK

#### Notice:

Before the proposed date for commencement of work on site give minimum notice of two weeks

## 4.10 MONITORING

#### Progress:

Record on a copy of the programme kept on site.

## Avoiding delays:

If any circumstances arise which may affect the progress of the works submit proposals or take other action as appropriate to minimise any delay and to recover any lost time.

## 4.11 SITE MEETINGS

#### General:

Site meetings will be held to review progress and other matters arising from administration of the contract.

## Frequency:

Every month.

## Accommodation:

Ensure availability at the time of such meetings.

#### Information.

Two sets of colour progress photographs are to be supplied to the contract administrator at each site meeting.

#### Attendees:

Attend meetings and inform subcontractors and suppliers when their presence is required.

#### Chairperson

The contract administrator will chair site meeting and will also take and distribute minutes.

## 4.12 NOTIFICATION OF COMPLETION

#### Description:

Give notice of the anticipated dates of completion of the whole or parts of the works.

#### Period of notice (minimum):

Two weeks.

## 4.13 CASHFLOW FORECAST

#### Submission:

Before starting work on site submit a forecast showing the gross valuation of the works at the date of each interim certificate throughout the contract period and based upon the programme for the works.

## 4.14 REMOVAL AND REPLACEMENT OF EXISTING WORK

## Before commencement:

- Agree extent and location.
- Carry out in ways that minimize the extent of work.

#### 4.15 PROPOSED INSTRUCTIONS

#### Estimates:

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

## 4.16 MEASUREMENT

## Covered work:

Give a minimum of seven days notice before covering work required to be measured.

## 4.17 INTERIM VALUATIONS

#### Applications:

Include details of amounts due under the contract together with all necessary supporting information.

## Submission:

At least seven days before established dates.

## 4.18 PRODUCTS NOT INCORPORATED INTO THE WORKS

#### Ownership:

At the time of each valuation, supply details of those products not incorporated into the works which are subject to any reservation of title inconsistent with passing of property as required by the conditions of contract, together with their respective values.

#### Evidence:

When requested, provide evidence of freedom of reservation of title.

## 5. QUALITY STANDARDS / CONTROL

## 5.1 INCOMPLETE DOCUMENTATION

#### General:

Where and to the extent that products or work are not fully documented, they are to be:

- Of a kind and standard appropriate to the nature and character of that part of the works where they will be used.
- Suitable for the purposes stated or reasonably to be inferred from the project documents.

#### 5.2 SCHEDULE OF CONDITION

Before taking possession of the site the contractor shall prepare a detailed schedule in conjunction with the contract administrator and where necessary the local authority, which records the condition of the surrounding roads, paths, landscaping, buildings, services etc. The contractor shall take a comprehensive set of photographs and shall supply a dated and signed set of prints to the contract administrator prior to commencement of the works.

## 5.3 WORKMANSHIP SKILLS

## Operatives:

Appropriately skilled and experienced for the type and quality of work.

## Registration:

With Construction Skills Certification Scheme.

#### Fyidence:

Operatives must produce evidence of skills/ qualifications when requested.

#### 5.4 QUALITY OF PRODUCTS

## Generally:

New (proposals for recycled products may be considered).

## Supply of each product:

From the same source or manufacturer.

Whole quantity of each product required to complete the works:

Consistent kind, size, quality and overall appearance.

### Tolerances:

Where critical, measure a sufficient quantity to determine compliance.

#### Deterioration:

Prevent. Order in suitable quantities to a programme and use in appropriate sequence.

## 5.5 QUALITY OF EXECUTION

#### Generally.

Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.

## Colour batching:

Do not use different colour batches where they can be seen together.

## Dimensions:

Check on-site dimensions.

#### Finished work:

Without defects, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.

## Location and fixing of products:

Adjust joints open to view so they are even and regular.

## 5.6 COMPLIANCE

## Compliance with proprietary specifications:

Retain on site evidence that the proprietary product specified has been supplied.

## Compliance with performance specifications:

Submit evidence of compliance, including test reports indicating:

- properties tested.
- pass/ fail criteria.
- test methods and procedures.
- test results.
- identity of testing agency.
- test dates and times.
- identities of witnesses.
- analysis of results.

## 5.7 INSPECTIONS

#### Products and executions:

Inspection or any other action must not be taken as approval unless confirmed in writing referring to:

- Date of inspection.
- Part of the work inspected.
- Respects or characteristics which are approved.
- Extent and purpose of the approval.
- Any associated conditions.

## 5.8 RELATED WORK

## Details:

Provide all trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is:

- Appropriately complete.
- In accordance with the project documents.
- To a suitable standard.
- In a suitable condition to receive the new work.

## Preparatory work:

Ensure all necessary preparatory work has been carried out.

## 5.9 MANUFACTURER'S RECOMMENDATIONS / INSTRUCTIONS

## General:

Comply with manufacturer's printed recommendations and instructions current on the date of the invitation to tender.

#### Changes to recommendations or instructions:

Submit details.

## Ancillary products and accessories:

Use those supplied or recommended by main product manufacturer.

## Agreement certified products:

Comply with limitations, recommendations and requirements of relevant valid certificates.

## 5.10 WATER FOR THE WORKS

The contractor shall provide all water required during the works. All water should be clean and uncontaminated.

## 5.11 SAMPLES

#### Products or executions:

Comply with all other specification requirements and in respect of the stated or implied characteristics either:

- To an express approval.
- To match a sample expressly approved as a standard for the purpose.

## 5.12 APPROVAL OF PRODUCTS

Submissions, samples, inspections and tests:

Undertake or arrange to suit the works programme.

## Approval:

Relates to a sample of the product and not to the product as used in the works. Do not confirm orders or use the product until approval of the sample has been obtained.

## Complying sample:

Retain in good, clean condition on site. Remove when no longer required.

## 5.13 APPROVAL OF EXECUTION

Submissions, samples, inspections and tests:

Undertake or arrange to suit the works programme.

## Approval:

Relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately). Do not conceal, or proceed with affected work until compliance with requirements is confirmed.

#### Complying sample:

Retain in good, clean condition on site. Remove when no longer required.

## 5.14 SETTING OUT

#### General:

Submit details of methods and equipment to be used in setting out the works.

#### Levels and dimensions:

Check and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding.

#### Inform:

When complete and before commencing construction.

## 5.15 APPEARANCE TO FIT

## Tolerances and dimensions:

If likely to be critical to execution or difficult to achieve, as early as possible either:

Submit proposals

Or

Arrange for inspection of appearance of relevant aspects of partially finished work.

## 5.16 SERVICES REGULATIONS

New or existing services:

Comply with the Bye Laws or Regulations of the relevant Statutory Authority.

## 5.17 SERVICE RUNS

General:

Provide adequate space and support for services, including unobstructed routes and fixings.

Ducts, chases and holes:

Form during construction rather than cut.

Coordination with other works:

Submit details of locations, types/ methods of fixing of services to fabric and identification of runs and fittings.

## 5.18 MECHANICAL AND ELECTRICAL SERVICES

Final tests and commissioning:

Carry out so that services are in full working order at practical completion.

#### 5.19 ACCESS

Extent:

Provide at all reasonable times access to the works and to other places of the contractor or sub-contractors where work is being prepared for the contract.

Designate:

Contract Administrator.

## 5.20 DEFECTS IN EXISTING WORK

Undocumented defects:

When discovered, immediately give notice. Do not proceed with affected related work until response has been received.

Documented remedial work:

Do not execute work which may:

- Hinder access to defective products or work; or
- Be rendered abortive by remedial work.

## 5.21 TESTS AND INSPECTIONS

Timing:

Agree dates and times of tests and inspections with supervisory personnel to enable all affected parties to be present.

Confirmation:

On previous working day to each such test or inspection. If sample or test is not ready agree a new date and time.

Records:

Submit a copy of test certificates and retain copies on site.

## 5.22 DEFECTIVE PRODUCTS / EXECUTIONS

## Proposals:

Immediately any work or product is known, or appears, to be not in accordance with the contract, submit proposals for opening up, inspection, testing, making good, adjustment of the contract sum, or removal and re-execution.

#### Acceptability:

Such proposals may be unacceptable and contrary instructions may be issued.

## 5.23 WORK BEFORE COMPLETION

#### General:

Make good all damage consequent upon the work.

Temporary markings, coverings and protective wrappings:

Remove unless otherwise instructed.

#### Cleaning:

Clean the works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.

#### Cleaning materials and method:

As recommended by manufacturer's of products being cleaned, and must not damage or disfigure other materials or construction.

#### COSHH dated data sheets:

Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.

#### 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.

## Moving parts of new work:

Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, ironmongery, appliances, valves and controls.

## 5.24 SECURITY AT COMPLETION

#### General:

Leave the works secure with, where appropriate, all accesses locked.

## Keys:

Account for and adequately label all keys and hand over to employer with itemised schedule, retaining duplicate schedule signed by employer as a receipt.

#### 5.25 MAKING GOOD DEFECTS

## Remedial work:

When defect reported, arrange with contract administrator.

## Rectification:

Give reasonable notice for access to the various parts of the works.

## Completion:

Notify when remedial works have been completed.

## 5.26 WARRANTIES

The contractor shall include all costs that are associated with providing the warranties required within the specification.

## 5.27 HIGHWAY SEWER ADOPTION

If necessary, work to be adopted under the Highways Act, Section 38, or the Roads (Scotland) Act, Section 16 to 18, or the Water Industry Act, Section 104: Description: drainage. Work for adoption must be:

- Completed by the Contractor to the satisfaction of the Highway/ Sewer Authorities before the certificate of practical completion is issued.
- Subject to a defects liability period of twelve months.
- Maintained during the defects liability period including making good of damage due to reasonable wear and tear occurring during the Period and cleaning at the end of the period, all to the satisfaction of the Highway/ Sewer Authorities.

# 6. SECURITY / SAFETY / PROTECTION

## 6.1 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

#### Submission:

Present to the employer not less than one week before commencement on site.

#### 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 CDM Regulation 15(4).

#### Content:

Develop the plan from and draw on the outline construction phase health and safety plan and the pre-tender health and safety plan.

## 6.2 SECURITY

#### Protection:

Adequately safeguard the site, the works, products, materials, and any existing buildings affected by the works from damage and theft.

#### Access

Take all reasonable precautions to prevent unauthorised access to the site, the works and adjoining properties.

#### 6.3 STABILITY

## Responsibility:

Maintain the stability and structural integrity of the works during the contract.

## Design loads:

Obtain details, support as necessary and prevent overloading.

## 6.4 OCCUPIED PREMISES

## Extent:

Existing public buildings will be occupied and / or used during the contract.

#### Works

Carry out without undue inconvenience and nuisance and without danger to occupants and users.

#### 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 paid to the contractor, provided that such overtime is authorized in advance.

## 6.5 EMPLOYER'S REPRESENTATIVES SITE VISITS

#### Safety:

Submit details in advance, to the employer, of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.

#### Protective clothing / equipment:

Provide on site for the employer and other visitors to the site.

## 6.6 NOISE CONTROL

#### Standard:

Comply generally with the recommendations of BS 5228 - 1, clause 9.3 to minimize noise levels during the execution of the works.

## Equipment:

Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.

#### Restrictions:

#### Do not use:

- Pneumatic drills and other noisy appliances without consent outside normal working hours.
- Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

## 6.7 POLLUTION

#### Prevention:

Protect the site, the Works and the general environment including streams and waterways against pollution.

## Contamination:

If pollution occurs inform immediately, including to the appropriate authorities and provide relevant information.

## 6.8 PESTICIDES

#### Use:

Only where specified or approved, and then only suitable products listed in the UK Pesticide Guide.

## Restrictions:

Work near water, drainage ditches or land drains must comply with the 'Guidelines for the use of herbicides on weeds in or near watercourses and lakes'.

#### Containers:

Comply with manufacturer's disposal recommendations. Remove from site immediately empty or no longer required.

## Competence:

Operatives must hold a BASIS Certificate f Competence, or work under supervision of a certificate holder.

#### 6.9 NUISANCE

#### Duty:

Prevent nuisance from smoke, dust, rubbish, vermin and other causes.

## Surface water:

Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.

#### 6.10 ASBESTOS BASED MATERIALS

#### Duty:

Report immediately any suspected materials discovered during execution of the works. Do not disturb. Agree methods for safe removal or encapsulation.

## 6.11 FIRE PREVENTION

## Duty:

Prevent personal injury, death, and damage to the works or other property from fire.

#### Standard:

Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by the Construction Confederation and The Fire Protection Association (The "Joint Fire Code").

## 6.12 SMOKING ON SITE

#### Dutv:

Prevent except in designated areas, carefully controlled, equipped with fire fighting equipment and receptacles for the safe disposal of smokers' materials and inspected to quard against risk of fire.

#### 6.13 BURNING ON SITE

## Duty:

Not permitted.

## 6.14 MOISTURE

## Wetness or dampness:

Prevent, where this may cause damage to the works.

#### Drying out:

Control humidity and the application of heat to prevent:

- Blistering and failure of adhesion.
- Damage due to trapped moisture.
- Excessive movement.

## 6.15 WASTE

#### Includes:

Rubbish, debris, spoil, containers and surplus material.

#### Minimize:

Keep the site and Works clean and tidy.

## Remove:

Frequently and dispose off site in a safe and competent manner:

- Non-hazardous material: In a manner approved by the Waste Regulation Authority.
- Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant Regulations.

## Documentation:

Retain on site.

#### Voids and cavities in the construction:

Remove rubbish, dirt and residues before closing in.

Waste transfer documentation:

Retain on site.

## 6.16 ELECTROMAGNETIC INTERFERENCE

## Duty:

Prevent excessive electromagnetic disturbance to apparatus outside the site.

## 6.17 EXISTING SERVICES

#### Notice:

Notify all service authorities, statutory undertakers and/or adjacent owners of proposed works not less than one week before commencing site operations.

#### Before starting work:

Check and mark positions of mains / services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.

## Work adjacent to services:

Comply with service authority's/ statutory undertaker's recommendations.

## Adequately protect, and prevent damage to services:

Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.

#### Identifying services:

Below ground use signboards, giving type and depth; and overhead use headroom markers.

## Damage to services:

If any results from execution of the works:

- Immediately give notice and notify appropriate service authority/ statutory undertaker.
- Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.
- Any measures taken to deal with an emergency will not affect the extent of the contractor's liability.

## Marker tapes / protective covers:

Replace if disturbed during site operations to service authority's/ statutory undertakers recommendations.

## 6.18 ROADS AND FOOTPATHS

## Duty:

Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris. This includes the employment of a road sweeper if required.

Damage caused by site traffic or otherwise consequent upon the works:

Make good to the satisfaction of the employer or other owner.

## 6.19 RETAINED TREES / SHRUBS / GRASSED AREAS

#### Protection:

Preserve and prevent damage, except those not required.

#### 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.

## 6.20 EXISTING FEATURES

#### 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.

## 6.21 ADJOINING PROPERTY

#### Precautions:

Prevent trespass of workpeople and take precautions to prevent damage to adjoining property.

#### Permission:

Obtain as necessary from owners if requiring to erect scaffolding on or otherwise use adjoining property. Pay all charges. Remove and make good on completion or when directed.

#### Damage:

Bear cost of repairing damage arising from execution of the works.

#### 6.22 EXISTING STRUCTURES

## Duty:

Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.

## Supports:

During execution of the works:

- Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining that may be endangered or affected by the works.
- Do not remove until new work is strong enough to support existing structure.
- Prevent overstressing of completed work when removing supports.

## Adjacent structures:

Monitor and immediately report excessive movement.

#### Standard:

Comply with BS 5975.

## 6.23 BANKSPERSON

#### Duty:

Site traffic must be safely escorted on to/ away from the site to ensure public safety at all times to ensure the safety of the general public.

# 7. FACILITIES / TEMPORARY WORK / SERVICES

## 7.1 SPOIL HEAPS, TEMPORARY WORKS AND SERVICES

#### Location:

Give notice of intended siting.

#### Maintenance:

Alter, adapt and move as necessary. Remove when no longer required and make good.

## 7.2 TEMPORARY ACCOMODATION

Proposals for temporary accommodation and storage for the works: Submit two weeks prior to the commencement date.

#### Details to be included:

Type of accommodation and storage, its siting and the programme for site installation and removal.

#### 7.3 TELEPHONES

## Temporary on site telephone:

Provide as soon as practicable after the date of possession for joint use by the contractor, sub-contractors and those acting on behalf of the employer.

#### Response:

Make arrangements (e.g. an external bell) to ensure that incoming calls are answered promptly.

## Employer's call charges:

Allow for the cost of a modest number of calls made by those acting on behalf of the employer.

#### 7.4 METER READINGS

## Charges for service supplies:

Where to be apportioned ensure that meter readings are taken by relevant authority at possession and/ or completion as appropriate and copies of readings are supplied to interested parties.

## 7.5 THERMOMETERS

## General:

Provide on site and maintain in accurate condition a maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.

## 7.6 PERSONAL PROTECTIVE EQUIPMENT

## General:

Provide for the sole use of those acting on behalf of the employer, in sizes to be specified:

- Safety helmets to BS EN 397 neither damaged nor time expired.
- High visibility waistcoats to BS EN 471 Class 2.
- Safety boots with steel insole and toecap to BS EN
- **345**.
- Disposable respirators to BS EN149.FFP1S.

- Eye protection to BS EN 166.
- Ear protection muffs to BS EN 352 1, plugs to BS EN 352-2
- Hand protection to BS EN 388, 407, 420 or 511 as appropriate.

# 8. OPERATION AND MAINTENANCE OF THE COMPLETED WORKS

#### 8.1 THE BUILDING MANUAL

## Purpose:

The building manual (incorporating the health and safety file) is to be a comprehensive information source and guide for the employer and end users providing a complete understanding of the facilities and their systems to enable efficient and safe operation and maintenance.

## Compilation:

Prepare all information for Contractor designed or performance specified work including asbuilt drawings. Obtain or prepare all other information to be included in the manual. Prepare or compile all information that constitutes the health and safety file and incorporate it within the building manual.

## Reviewing the manual:

Submit a complete draft. Amend in the light of any comments and resubmit. Do not proceed with production of the final copies until authorised.

## Final copies of the manual:

Two

## Latest date for submission:

Two weeks before the date for completion stated in the contract.

## Final copies of as-built drawings:

Two

## 8.2 CONTENT OF BUILDING MANUAL

#### General:

Details of the property, the parties, fire safety strategy, operational requirements and constraints of a general nature.

## Building fabric:

Design criteria, maintenance details, product details, and environmental and trafficking conditions.

#### Building services:

Description and operation of systems, diagrammatic drawings, record drawings, identification of services, product details, equipment settings, maintenance schedules, consumable items, spares and emergency procedures.

#### Documentation:

Guarantees, warranties, maintenance agreements, test certificates and reports.

For further details on the required content see the pre-tender Health and Safety plan.

## 8.3 PRESENTATION OF THE BUILDING MANUAL

## Format:

A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled.

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.

## As-built drawings:

The main sets may form annexes to the manual.

# **TENDER PRICING SCHEDULE**

CONSTRUCTION OF A SYNTHETIC TURF MUGA AT PETERSTON SUPER ELY

ITEMISED WORK	COST
1. PRELIMINARIES	
2. ESTABLISHMENT & MOBILISATION	
Z. ESTABLISHMENT & MUBILISATION	
3. SITE PREPARATION	
4. DRAINAGE	
5. CLEAN	
6. BASE REMEDIAL WORKS	
7. RECESSES (BASE WORKS)	
8. PERIMETER EDGINGS	
9. SHOCKPAD	
10. SYNTHETIC GRASS PLAYING SURFACE	
11. PLAYING LINES	
12. PERIMETER FENCING	
13. FLOODLIGHTING	
14. ACCESS PATH	
15. SPORTS EQUIPMENT	
16. REINSTATEMENT	
17. OTHER WORKS	
18. CONTINGENCY	
TOTAL TO BE CARRIED TO FORM OF TENDER	£ + VAT

## ADDITIONAL CONTRACT ITEMS......

19. MAINTENANCE EQUIPMENT	An extra	£	
20. BOOTWIPERS	An extra	£	
21 MOWING MARGIN	An extra	£	
22. PATHWAY LIGHTING	An extra	£	
23. BALLSTOP NETTING	An extra	£	
24. DIVIDER NET	An extra	£	
25. EQUIPMENT STORE	An extra	£	
26. CRICKET SYSTEM	An extra	£	

# APPENDIX 2 SUB CONTRACTOR SCHEDULE

CONSTRUCTION OF A SYNTHETIC TURF MUGA AT PETERSTON SUPER ELY

List the name & address of all subcontractors to be used in order to implement thes giving details of which they will be performing, their staff and relative experience in the	se works nis field: