**GM 002**

**Newbury Town Council**

**on Land owned & managed**

**by the Civic Parish**

**March 2022 v2**

**Grounds Maintenance & other works**

**TENDER INFORMATION PACK**

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# DOCUMENT RECORD

**Newbury Town Council - Document Quality Control**

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| Prepared by:  D W Ingram | Checked by:  J Heasman | Approved by:  Hugh Peacocke |
| Position:  Community Services Manager | Position:  Parks & Green Spaces Officer | Position:  CEO |

**1.0 STATEMENT OF INTENT**

* 1. Newbury Town Council seek to tender the grounds maintenance

of their sites located throughout Town

* 1. The cost for grass cutting is based on eight (8) cuts per annum which is the minimum amount of cuts that the Town Council will expect to be delivered under this Contract

* 1. The Tender allows for the Contractor to update on an ongoing basis the GM Maps provided, and these will be part of the annual review process. This will be completed by end of year 1 of the Contract as an additional sum. Up to date maps with area remeasures where necessary will be presented to the Council at the end of March each year for consideration thereafter.

* 1. The Tender will include a one-off element for the improvement of the 2 Football pitches, the specification for which is set out in the Grounds Maintenance Specification & in a one-off cost.
  2. It is intended that the Ground Maintenance contract will be for three (3) years & 3 months with a review each March and break clause for any non-performance. There will be an option for a further 2 years subject to negotiation & satisfactory performance.
  3. Tenderers are required to price each and every item in the **GM 005 Bills of Quantities document to be read alongside GM 003, GM004 & GM 007 Excel spreadsheet for each of the packages they are bidding for** and complete the **Form of Tender in section GM011document**. Upon review of the tender return, it is likely that the preferred tenderers will meet with the clients’ team to review the priced works and clarify (add or omit) certain items in order to align to the client’s requirements.
  4. Tenderers should liaise with James Heasman, Parks & Green Spaces Officer, Newbury Town Council with respect to any queries or concerns regarding the content of this specification.
  5. **Tenders should be returned to CEO, Newbury Town Council, Town Hall, Market Place, NEWBURY, RG14 5AA by closing date Monday 20 June 2022.**
  6. The form of contract will be a Works Order including associated Terms & Conditions. A Works Order template with Terms and Conditions to be utilised are included within Appendix A.
  7. Given that the works do not form part of a construction project and involve only one contractor undertaking ‘landscape’ maintenance, the Construction (Design and Management) Regulations 2015 do not apply.

* 1. The Contractor shall allow for flexibility in the Tender to increase or decrease the volume of works by no more than 5% by volume should the Council acquire or sell any of its land or change the way in which the grounds are managed.
  2. The Contract will allow monthly accounts to be submitted by the Contractor against a schedule for works undertaken in that month. The Accounts should be presented on or before 7th day of each Month following the monthly Contract meeting in a format to be agreed by the Council.

* 1. The Contract will allow for the Council as the Employer to apply offset against the Contract accounts on a monthly basis where Notice of failure to deliver has been issued in writing to the Contractor. The Council will deduct the value of the works not delivered as per the Schedule of Works plus an Admin fee of £40 for each Notice of Offset.

# 2.0 PROJECT PARTICULARS

# Location of the Works.

* + 1. The locations, of which there are 57 in total, are listed on the Excel spreadsheet entitled Ground Maintenance Tender Location List in Appendix GM 004 & GM 007.
    2. The 57 locations are across the whole of the Civic Parish of Newbury radiating out from the Town Hall. The key areas are listed below:

|  |  |  |
| --- | --- | --- |
| **AREA NUMBER** | **AREA LOCATION** | **Priority rating** |
| 1 | Victoria Park | 1 |
| 2 | Shaw Cemetery | 1 |
| 3 | Wash Common (Blossoms Field) | 2 |
| 4 | City Recreation Ground | 2 |
| 5 | Lock Island | 1 |
| 6 | Newtown Road Cemetery | 2 |
| 7 | 6 Allotment sites | 3 |
| 8 | Greenham House Gardens | 2 |
| 9 | St Johns Corner | 2 |
| 10 | Playgrounds | 1 |

# Details of Appendices GM 001 to GM 012

* + 1. Tender Questionnaire GM 001 – A copy of the Tender Questionnaire must have returned no later than tender submission
    2. Tender General Information pack GM 002
    3. Grounds Maintenance Specification – GM003 details of the works required
    4. Grounds Maintenance Schedule of sites & routines – GM 004 – for information only
    5. Ground Maintenance Bill of Quantities GM 005
    6. Grounds Maintenance Breakdown of Packages / Lots - GM006
    7. Excel Spreadsheet GM007: Consolidated listing all 57 sites across the Town
    8. GM 008 / GM009 / GM 012 – Additional information
    9. GM 010 score matrix
    10. GM011 Tender submission document

|  |  |  |
| --- | --- | --- |
| **3.0** | **TIMETABLE** |  |
| 3.1 | **Anticipated Pre-Contract Program** |  |
|  | Issue PQQ | 15th March 2022 |
|  | Issue Tender | 25th April 2023 |
|  | Tender return | MONDAY 20th June 2022 |
|  | Contractor Interview - Zoom | 27th June to 9th July 2022 |
|  | Committee approval | 18th July 2022 |
|  | Contracting date | October 2022 |
|  | Trigger Notice on existing Contract | 19th July 2022 Is this within the terms of the current contract? |
|  | Contract start date | 7th January 2023 |
|  | Contract Renewal date | 2nd April 2024 and annual thereafter |

**Tenderers should provide, together with their priced tender an indicative program for the dates for undertaking the grounds maintenance works at each site over the three-year period.**

# 4.0 PRELIMINARIES

* 1. **Generally**
     1. The Contractor shall be deemed to have allowed in his price for the cost of complying with all the requirements of these Preliminaries and Schedule of Works. These preliminary particulars provisions shall form part of the contract between the Employer and Contractor.

# Nature and Location of the Project

* + 1. The sites are known as the Newbury Town Council sites.
  1. Access to and from each site upon award of tender shall be via the Parks & Green Spaces Officer contact details on the Ground Maintenance Tender Location List - Excel Spreadsheet. It must be noted that Contractors are required to make an allowance to gain access which may incur collection of keys from the Town Hall which will be confirmed by the Parks & Recreations Officer of the Council
     1. The works are of a soft landscaping maintenance nature generally.
     2. Tenderers do not have to tender for all Area Locations but when completing the Ground Maintenance Tender Location List – Excel Spreadsheet which forms the Schedule of Works it must be clear which Area Locations are being tendered for. Please note that there can be no subsequent breakdown of the tender. In other words, a whole Area Location needs to be tendered for in whole not in part. Either tender a whole Area Location or do not tender the Area Location.

# Name of Parties

* + 1. The names of the parties involved in this contract are as follows:

# Employer:

Newbury Town Council

Town Hall

Market Place NEWBURY Berks

RG14 5AA

**Contract Administrator / Supervisor – day to day matters**

Parks & Green Spaces Officer

Community Services

Newbury Town Council

# Site Inspection

* + 1. Arrangements can be made for the Contractor to visit site prior to submission of their tender. This is to satisfy themselves as to the nature of the works, facilities for access and other site conditions. The Contractor is to ensure that all arrangements for access are done via the Parks & Recreation Officer of the Council
    2. Claims for additional payment or extension of the contract period on the grounds of lack of knowledge in such respect or otherwise will not be allowed.

# Access to the Site

* + 1. Access to the site shall be via the main entrance to each site as indicated by the Parks & Green Spaces Officer.

# Access around Site

* + 1. Access to the site for the Contractor will be limited to the specified works area only.

# Building Control and Planning Permission

* + 1. Local Authority Building Control Approval is not required.
    2. Local Authority Planning Approval is not required.

# Nuisance

* + 1. The Contractor shall carry out the works without causing nuisance at any time. Any complaints arising from the works may result in the immediate suspension of activities until suitable measures are established to prevent a reoccurrence and in this event no claim for additional costs will be entertained.
    2. The Contractor is to be aware that where feasible, access around building & facilities for occupiers and users is to be maintained at all times. Where access is disrupted, the Council should be notified immediately.

# Control of Noise and Pollution

* + 1. The Contractor shall comply with all statutory requirements for noise abatement and the control of pollution and take all necessary precautions to prevent nuisance from water, smoke, dust, rubbish and other causes.
    2. The Contractor shall at all times comply with the recommendations of BS 5228 Code of Practice for Noise Control on Construction Sites.
    3. The Contractor shall use the best possible means to minimise noise and shall select appropriate plant and provide acoustic shields or barriers where necessary. All equipment shall be maintained in first class condition in good working condition. The Contractor shall ensure that any pruning or lopping of branches and the like does not cause nuisance to any users of the building, adjacent buildings or roads etc. outside the site boundary.
    4. No smoking is permitted at any time within the grounds.

# Site Tidiness

* + 1. The Contractor shall always keep the site tidy. These are public paces which require the appropriate attention to H&S requirements. Sites must be left clean & tidy, waste removed after operations (except where arisings are not scheduled to be removed)

# Construction Design & Management Regulations 2015

* + 1. The CDM Regulations 2015 do not apply.

# Other Legislation

* + 1. The Contractor shall be bound to abide by and implement all other Regulations, Byelaws or other legislation relevant to the Health, Safety and Welfare of all persons on or about the works or likely to be affected by the execution of the works.
    2. Also, the Council’s byelaws for open spaces shall apply.

# Health and Safety Plan

* + 1. The Contractor is required to produce evidence of a H&S Plan for this Contract indicating where hazards are located and the Contractors mitigation to these.
    2. The Contractor should be aware that all of these sites are public places and appropriate safety precautions must be in place to protect both Staff & Members of the public when operations are taking place.
    3. Risk Assessments must be in place and the Contractor must evidence that all staff are adequately trained in identifying & managing risks to which their work is subject.

# Personnel

* + 1. The Contractor shall ensure suitably qualified personnel are responsible for preparing, implementing, and monitoring the Method Statements and Risk Assessments for the duration of the construction phase of the project.

# Hazards of Health and Safety Generally

* + 1. The Contractor shall advise the Contract Administrator immediately of any deficiencies in the Method Statements of Risk Assessments, or unforeseen hazards to Health and Safety which may become apparent as the project proceeds.
    2. There is no known asbestos or other hazardous compounds within the grounds to be managed save pipes & cables for the Service media suppliers.

# Sub-Contractors

* + 1. The Contractor shall take all necessary measures to satisfy themselves that all sub- contractors, if and whether appointed by themselves directly or not, are competent and have allocated sufficient resources to comply with the health and safety requirements of the project.
    2. The Contractor shall seek approval of the Supervising Officer for use of sub-Contractors and the sub-Contractor shall assume all the responsibilities and liabilities of the Contractor

# Contract Documents

The Contract Documents shall consist of Tender Information Documents: GM 002 - Tender Information,

GM 003 - Tender Specification,

GM 005 Bill of Quantities and

GM 011 - Tender Return & Offer.

ALL other documents are for information only to assist the Contractor in pricing the Bill of Quantities.

# Priced Schedule

* + 1. It will be assumed that the cost(s) of any unpriced item is included elsewhere in the Tender Sum together with risks ascertained by site inspection. Please note the Quantities are based on Desktop measurements. Hedge measurement are Total Lin m cuts which includes measure both sides where appropriate.
    2. This will be used in agreeing the cost of any additions or omissions which may occur during the contract and for the calculation of interim valuations.

# Pricing Notes

* + 1. The Contractor shall supply and do everything necessary for the proper execution and completion of the work that may be reasonably inferred from the Contract Documents whether described in detail or not, without any extra payment in respect thereof. The Contractor is assumed to have considered all the current economic factors facing the industry, have ascertained the availability of labour in the current Newbury Market and have accordingly priced this document for uninterrupted delivery of the service required.
    2. The Contractor shall in preparing their tender sum determine the actual extent of the works as mentioned or otherwise described necessary to complete the works scheduled and described within. Where quantities are not provided the Contractor is responsible for establishing the full quantity and extent to satisfactorily complete the works described. It is assumed that the Contractors Delivery Team has visited all the sites listed and confirmed the works as set out in the documents are deliverable as stated in the Tender documents.
    3. Any deviations, ambiguities or possible mis quantifying within the specification are to be highlighted to the Contract Administrator with clarification requested. The Contractor shall not deviate from the proposed specification unless by prior written agreement from the Contract Administrator.
    4. In conjunction with 4.2.4 either tender for a particular Package of works in the whole or do not tender for a particular Package of works.

# Tenders

* + 1. The items of work incorporated in the Contract Documentation have been described in reasonable detail, but the Contractor is to consider them in conjunction with the Contract Documents and the actual conditions and character of the work on site. Where necessary, the Contractor is to take all particulars from the area of work and is to allow for everything necessary for the complete execution of the work whether specifically described or not.

# Acceptance of Tenders

* + 1. The Tender will be evaluated in accordance with the Tender Score Matrix, the Employer does not bind themselves to accept the lowest or any tender as a result of this process.

# Discrepancies

* + 1. The Contractor is to read all the Contract Documentation as defined. Any discrepancies, errors or omissions must be drawn to the attention of the Contract Administrator by the Contractor prior to any work being carried out. All work carried out by the Contractor which is found to be wrong or defective arising out of a discrepancy as aforesaid, and which has not been referred to the Contract Administrator by the Contractor, will be put right to the entire satisfaction of the Contract Administrator at the cost of the Contractor.

# Protection of Public and Private Services

* + 1. The Contractor shall inform the Contract Administrator before commencing site operations and ascertain the location of all services, drains or sewers or confirm that there are none within the vicinity of the works other than those plotted on survey drawings held by the Employer.
    2. The Contractor shall also uphold, maintain and protect all pipes, duct, drains, sewers, services, overhead cables, etc. during the execution of the works and make good any

damage or pay any costs of charges in connection therewith. If any damage is caused the Contractor shall notify the Contract Administrator immediately.

* + 1. The Contractor shall also indemnify the Employer against all charges and costs in respect of damage to public and private services.

# Items of Convenience in Pricing

* + 1. The Contractor shall allow for the following:
       1. All Plant, tools and vehicles required to safely execute the contract works
       2. All access equipment and any licensing costs associated in order to execute and complete the works
       3. Safety, health and welfare of work people
       4. Transport for work people
       5. Disbursement arising from the employment of work people
       6. Safeguarding the works and plant during the execution of the works

* 1. **Staff**

4.26.1 As part of this Contract the following site staff shall be specifically allocated to functions

to ensure familiarity with the sites, the routines and the output required. The staff shall

be Nominated to these functions, the Contractor is not obliged to retain these staff to

only carry out these tasks. The Staff shall be the Council’s On the ground person acting

on behalf of the Contractor

|  |  |  |
| --- | --- | --- |
| Shaw Cemetery | One full time employee | Supervision of site, burials of cremated remains |
| Victoria Park & other beds | One employee | Management of all the Council bedding areas & hanging baskets |
| All sites | One employee | Management of all the bins / rounds, waste & litter |
| Playgrounds | One employee RoSPA qualified | Visual inspection & defect reporting of Play equipment |

4.26.2 **TUPE**

There is a likelihood that some form of TUPE will exist with Staff currently employed by

the current delivery Contract, Continental Landscapes Ltd and the Client, West Berkshire

Council, who manage & administer the current Grounds Maintenance outputs for

Newbury Town Council. The Tender will assume that the Tenderer has allowed for any

added costs due to any legal obligations to transfer Staff in accord with the TUPE regulations.

# Electricity and Water for the Works

* + 1. The Contractor may make use of electrical supply where available, and if necessary, otherwise is to make their own provision for electrical supply required for them to complete the works. Contractor to confirm during tender site visit.
    2. The Contractor may make use of water supply where available, and if necessary, otherwise is to make their own provision for electrical supply required for them to complete the works. Contractor to confirm during tender site visit.

# Telephone

* + 1. Contractors are to make their own arrangement in respect of telephone facilities and pay for all calls and communication costs pertinent to the project.

# General and Special Attendance Items

* + 1. The Contractor shall be responsible for the provision of general and special attendance items including all protection, hoarding and netting as required with regard to the works and / or associated site set up. Precaution is required when attending Hanging baskets

# Notification of Accidents and Dangerous Occurrences Regulations 1980

* + 1. The Contractor is to note that in accordance with the above regulations it is their responsibility to report notifiable accidents during the progress of the Contract Works.

# Safety, Health & Welfare

* + 1. The Contractor will be required to provide his own welfare provisions and will be required to provide health and safety provisions suitable for the nature and extent of the works.
    2. The attention of the Contractor is drawn to the Construction Head Protection Regulations 1989 and the need to ensure that helmets are worn at all appropriate times.
    3. Whilst on any NTC site whether setting up, executing the works or clearing away on an occupied or unoccupied site all Contractor’s staff, operatives, sub-contractors etc. shall wear so that they are visible their ID, a branded High Visibility vest or Jacket, steel toe capped boots and other personal Protective equipment (PPE) as may be necessary such as but not limited to gloves, googles and ear plugs / defenders.
    4. It will be necessary for the Contractors staff, operatives and visitors whether directly employed or otherwise and who will be engaged on the grounds maintenance contact to undertake a Health & Safety Induction for the sites prior to commencing the works at that site. The Parks & Green Spaces Officer of the Council will undertake this induction and given the nature of the work it is envisaged that this will involve a visit to site for an induction.

# Limitation of Working Hours

* + 1. Works are permitted to be carried out during normal working hours, 08:30 to 17:00 Monday to Thursday and on Friday 08:30 to 16.30
    2. Weekend works may be permitted by the Employer subject to prior agreement via the Supervising Officer, subject to the nature of works. Noisy works will generally not be permitted on Saturday afternoons (after 14:00), Sundays or Public Holidays.
    3. The Contractor shall not be permitted to undertake works out of normal working hours prescribed above.

# Cemetery Works ONLY – Use of Office For better performance, the Cemetery Package / Lot will include the free use of the Office with Toilet facility at Shaw Cemetery as well as the Storage shed. The cost of the service supplies & Business rates will be borne by the Council. There will also be a fax facility available for quicker & secure document distribution between the Council Officers & the Cemetery staff in matter of Burials.

# Storage of Tools & Materials On-Site

* + 1. Contractors will not be permitted to store tools or materials on any of the sites without the express consent of the Supervising Officer.

# Removing Rubbish

* + 1. Allow for clearing away all rubbish as it accumulates and for carrying out the works in a clean and orderly manner.
    2. Where a skip is required on site, this may only be located on the site by prior approval from the Supervising Officer. Skips may only reside within the demise of the site if the external ground is protected and made good to match existing following its removal. Any skips used during the works should be removed as soon as they are full. Contractors are advised to consider removal of all rubbish by van per day.

# Supervision

* + 1. The Contractor shall employ a designated and competent Supervisor who shall be experienced in carrying out works of a similar nature and shall not be discharged or transferred from the works without the written consent of the Council’s Supervising Officer. The name of the supervisor is to be advised to the Council’s Supervising Officer prior to works commencing on site. The Supervisor will act as day-to-day contact & liaison for the Council’s Supervising Officer and shall be authorised to take instructions.

# Damage Arising from the Works

* + 1. The Contractor will be held responsible for and shall make good any damage whatsoever if caused by his work to adjoining buildings, gates, paths, roadways, walls, fences etc. caused by the work and shall leave all sound and perfect on completion to the satisfaction of the Supervising Officer.

# Temporary Works

* + 1. The Contractor shall agree the positions and types of his temporary works if applicable with the Contract Administrator before putting the work in hand.
    2. The Contractor shall maintain, alter and adapt and move temporary works as from time to time may be necessary.

# Confinement of Employees to Site

* + 1. The Contractor shall keep all persons under his control confined to the site of the works and shall assist in keeping any unauthorised persons off the site and shall make good any damage done thereon and replace anything lost or stolen there from due to his failure to exercise adequate control.

# Welfare Facilities

* + 1. It should be assumed that there are no adequate welfare facilities located at each site where grounds maintenance is to be undertaken.

# Construction Industry Scheme (CIS)

* + 1. The Contractor Industry Scheme (CIS) standards do not apply to these works.

# Site Records

* + 1. Take all necessary records of the works progress. These records as a minimum shall record the following.
       1. Site diary with details of personnel attendance, weather conditions, time on site and brief description of works undertaken.
       2. Requests for information or further instruction in respect of work.
       3. Receipt of written and or verbal instructions / confirmations as given.
       4. Evidence of sign off by NTC Representative.

# Protection

* + 1. The Contractor will be responsible for the protection of his work at all times.

# Site Meetings

A representative of the Contractor must be available to attend site meetings as required by the Supervising Officer, which are likely to be monthly. This meeting will also serve as a Valuation meeting for the monthly account.

# Unloading, etc.

* + 1. Unloading, distributing and lifting the Contractor's materials and plant shall be the responsibility of the Contractor and is deemed to be included in the Contract Sum.

# Restrictions by Local Authorities

* + 1. The Contractor is to comply with any restrictions that may be imposed by the Police or the Local Authority with regard to the site during the course of the works and with regard to access to and from the site, loading, unloading or waiting in or from the surrounding streets, positioning and all other matters affecting any fans, barricades, walkways, gantries and the like on the street frontages.

# Security

* + 1. The successful contractor, if not already registered, must be willing to submit their company information on the Town Council Pre-Qualification Questionnaire (PQQ) and provide any additional documents call for.
    2. Prior to the contract start date (7th January 2023) the successful contractor shall undertake that all staff working on Newbury Town Council site will make a DBS (the Baseline) application for a basic Disclosure and Barring Service (DBS) check to get a copy of any criminal record. This is called ‘basic disclosure’ for each and every individual working or visiting the sites subject to grounds maintenance. The Check & its reporting / management & updating must be undertaken in a comprehensive, through and timely manner.

* + 1. The Record shall be open & available for inspection by the Council at all times.

# Master Programme

* + 1. Tenderers should provide as part of their tender submission an indicative programme for the dates for undertaking the works across each site over the three-year period considering and including the key dates and restrictions on working hours contained within this document.
    2. At award of contract the Contractor is to prepare before commencing work and satisfy the Contract Administrator of its adequacy, a detailed master programme for the execution of the works across each and every site over the three-year period. To facilitate this the contractor is allowed to download site plans from a site such as Google Earth or similar and will be provided with any site plans held by The Council which the Contractor can colour code and annotate as required to aid in the programming of the works.
    3. The Master Program and any colour coded / annotated plans will, once completed, become the property of The Town Council The cost for producing this program and plans can be allowed for in the first year of costs only. In the event that this is to be allowed for a clearly identified figure needs to be included within the Grounds Maintenance Tender Location List

– Excel Spreadsheet which is also the priced schedule of works.

# 'Change of Scope' Items

* + 1. Where an item is agreed to be 'a change of scope', costs, whenever possible, must be agreed before the work is carried out. If this is not possible due to the time scale, a budget cost must be submitted followed by the agreed final cost within one week. Any effect on the program due to such changes must be notified immediately.

# SCHEDULE OF WORKS

Please refer to the Ground Maintenance Tender Documentation consist of the following documents:

* + 1. GM 001 – PQQ- Key Tender document
    2. GM 002 – Tender Information & preambles – Information document
    3. GM 003 – Proposed Specification of the works required- Information document
    4. GM 004 – Site details with schedule of prosed works – Information document
    5. GM 005 – Bill of Quantities – Key Tender documents
    6. GM 006 – Breakdown of Tender packages – information documents
    7. GM 007 – Summary of location & works proposed – Information decrement
    8. GM 008 – Latest Grit bin locations survey – information documents
    9. GM 009 – Playground list – information document
    10. GM 010 – Tender score matrix – Information document
    11. GM 011 – Tender Return & Offer – Key Tender documents
    12. GM 012 – Schedule of site maps – Information document

# 5.2 FORM OF TENDER

**The Tender will be as set out in GM 005 Bills of Quantities and the Tender Return Summary Documents GM 011. These documents will form the basis of the Contract along with documents GM 002 & GM003.**

**All other documents are for information to assist in pricing for this Project.**

DWI/GM/CS/Mar 2022