

DATED

6<sup>th</sup> February 2026

**THE COUNCIL OF THE CITY OF GLOUCESTER**

- and -

**VENTURER CONSTRUCTION LIMITED**

**CONTRACT FOR FOOTPATH IMPROVEMENTS AT HILLFIELD GARDENS, OFF  
LONDON ROAD, GLOUCESTER**

One Legal  
Public Services Centre  
Gloucester Road  
Tewkesbury  
GL20 5TT  
Ref. JB/ OL26721914

THIS AGREEMENT is made the 6<sup>th</sup> day of February 2026

**BETWEEN**

- (1) **THE COUNCIL OF THE CITY OF GLOUCESTER** of North Warehouse, The Docks, Gloucester, Gloucestershire, GL1 2FB ("Employer"); and
- (2) **VENTURER CONSTRUCTION LIMITED** incorporated and registered in England and Wales with company number 07488065 whose registered office is at Venturer House, The Street, Minsterworth, Gloucester, GL2 8JJ ("Contractor").

**BACKGROUND**

1. The Employer requires the excavation of the existing footpath and construction of new footpath within new edgings and self-binding gravel surface at Hillfield Gardens, Gloucester ("Works") under the direction of the Contract Administrator referred to in Article 4 and in accordance with the details set out or referred to in the Contract Documents.
2. The Employer has appointed a Contract Administrator to issue Orders for the required works and carry out the functions ascribed to the Contract Administrator by the Conditions.
3. The Orders shall be carried out subject to the incorporated Terms and Conditions of the JCT Minor Works Building Contract 2024 ("MW 2024") as modified by the Contract Particulars the schedule of amendments and the Articles of Agreement ("Conditions") and the Employer has had the following documents ("Contract Documents") prepared which show and describe the Works to be done, to include:
  - a. Request for Quotation;
  - b. PCIP;
  - c. Utility Returns;
  - d. Schedule of Works;
  - e. Preliminaries; and
  - f. Proposed Works Drawing,such Contract Documents as set out in Schedule 1.

4. Where there is any conflict or inconsistency between the provision of this Contract, such conflict or inconsistency shall be resolved according to the following order of priority:
  - a. MW 2024 and Conditions,
  - b. Contract Documents,
  - c. Quote Submission.
5. The Contractor has supplied the Employer with the pricing of the Contract Documents in their Quote Submission as set out in Schedule 2.
6. The Contractor offered to carry out the required works at specified rates or as otherwise determined in accordance with the Conditions and the Employer has accepted that offer.
7. The Contractor has supplied to the Employer the Contractor's safety policy complying with Statutory Requirements, a copy of which is set out in Schedule 2.
8. The extent of the application of the Construction (Design and Management) Regulations 2015 ("CDM Regulations") to the Works is stated in the Contract Particulars within Schedule 1.

## **ARTICLES OF AGREEMENT**

**Now it is hereby agreed as follows:**

### **1. Contractor's Obligations**

The Contractor shall carry out all and Complete the Works in accordance with the Contract Documents.

### **2. Payment**

The Employer shall pay the Contractor at the times and in the manner specified in the Conditions, the VAT exclusive amounts calculated by reference to the Schedule of Rates (referred to as the Schedule of Works in the Schedules) identified in the Contract Particulars (within the Quote Submission) ('the Contract Sum') or such other sum as becomes payable under this Agreement.

### **3. Collaborative working**

The parties shall work with each other project team members in a co-operative and collaborative manner, in good faith and in a spirit of trust and respect. To that end, each shall support collaborative behaviour and address behaviour which is not collaborative.

### **4. Architect/ Contract Administrator**

For the purposes of this Contract the Architect/Contract Administrator is the Employer or if they cease to be the Architect/Contract Administrator, such other person as the Employer nominates (such nomination to be made within 14 days of the cessation). No replacement appointee as Architect and/or Contract Administrator shall be entitled to disregard or overrule any certificate, opinion, decision approval or instruction given by any predecessor in that post, save to the extent that the predecessor if still in the post would have then had power under this Contract to do so.

**5. CDM Regulations - Principal Designer and Principal Contractor**

5.1 For the purposes of the CDM Regulations the Principal Designer is the Employer or such replacement as the Employer at any time appoints to fulfil that role.

5.2 For the purposes of the CDM Regulations the Principal Contractor is the Contractor or such replacement as the Employer at any time appoints to fulfil that role.

**6. Building Regulations - Principal Designer and Principal Contractor**

6.1 For the purposes of the Building Regulations (where applicable) the Principal Designer is the Employer or such replacement as the Employer at any time appoints to fulfil that role.

6.2 For the purposes of the Building Regulations (where applicable) the Principal Contractor is the Contractor or such replacement as the Employer at any time appoints to fulfil that role.

**7. Works Commencement Date and Date for Completion**

Subject to clause 6.10 of the Conditions, the "Contract Period" shall be the period of 12 weeks commencing on 12<sup>th</sup> February 2026.

**8. Adjudication**

If any dispute or difference arises under this Agreement either Party may refer it to the adjudication in accordance with clause 7.3.

**9. Arbitration**

Where Article 9 applies then subject to Article 8 and the exceptions set out below any dispute or difference between the Parties of any kind whatsoever arising out of or in connection with this Agreement shall be referred to arbitration in accordance with

Schedule 1 of the JCT 2024 edition of the Construction Industry Model Arbitration Rules (CIMAR). The exceptions to this Article 9 are:

- 9.1 any disputes or differences arising under or in respect of the Construction Industry Scheme or VAT to the extent that legislation provides another method of resolving such disputes or differences; and
- 9.2 any disputes or differences on connection with the enforcement of any decision of an Adjudicator.

**10. Legal Proceedings**

Subject to Article 8 and (where it applies) to Article 9 the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Agreement.

**IN WITNESS** whereof this agreement has been executed as a deed by the Employer and the Contractor the day and year first before written

Executed as a deed by  
THE COMMON SEAL OF THE  
COUNCIL OF THE CITY OF GLOUCESTER )  
affixed hereto is authenticated )  
by the undersigned a person authorised )  
by the said council to act for that purpose )



Authorised Signatory *H. Sims*  
HAYLEY SIMS  
HEAD OF LAW

Executed as a deed by  
VENTURER CONSTRUCTION  
LIMITED )  
acting by a Director in the )  
presence of: )

*Paul Gould*  
PAUL GOULD

Name of Witness *Ruben Gould*.....  
Signature of Witness *Ruben Gould*.....  
Address *6 Brooklyn Court*.....  
*Cheltenham, GL51 8LL*.....  
.....

**SCHEDULE 1 CONTRACT DOCUMENTS**



**Procurement Act 2023**  
**Regulated/Notifiable – Below**  
**Threshold Procurement**  
**Closed – Request for Quotation**  
**For the Provision of:-**  
**Hillfield Gardens Footpath**  
**Improvements**

**Our Ref: PL0004      Pro-Contract Ref: DN791682**

**Submission Deadline (Date & Time):**  
**15/10/2025@12:00 midday**

**Date 6/07/2025**

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## Definitions

In these definitions, unless the context otherwise requires, the following expressions shall have the following meanings:

Defined term	Definition
Conditions of Participation	means Part 3 of the Procurement Specific Questionnaire (PSQ)
Council	means The Council of the City of Gloucester
Contract	means an agreement/the contract to provide the specified requirements subject to the terms and conditions of the Contract specified in this document, to be entered into by the Council with the successful Supplier.
Key Performance Indicators or KPIs	means the key performance indicators (KPIs) set out in the Specification/Statement of Requirements.
Portal	means the Pro-Contract portal used by the Council for the purposes of this Procurement, and which can be accessed here: <a href="#">Pro-Contract Tender Opportunities</a> .
Procurement Specific Questionnaire (PSQ)	means the current Procurement Specific Questionnaire (PSQ) the current version can be located <a href="#">HERE</a> .
Procurement Timetable	The timetable for this Procurement as set out in this document.
Request for Quotation (RFQ)	means this document, including any annexes and appendices that have been issued to Suppliers
Requirement or Requirements	means Councils, Specification and any associated Minimum Requests and or Quality Questions.
Service Credits	means the service credits set out in the accompanying specification/statement of requirements – where applicable
Service Levels	means the service levels set out in the accompanying specification/statement of requirements – where applicable
Supplier or Suppliers	means a supplier or suppliers (as the case may be) participating in the Procurement.
Supplier or Suppliers shall include	means and shall include any person whom this RFQ is addressed, and any person who proposes to or does submit a tender for this procurement.
Tender Notice	means the tender notice with the reference and publication date contained within the header of this document on the Central Digital Platform.

In these conditions, unless the context otherwise requires:

- Words imparting the masculine gender include the feminine gender.
- Words imparting the singular shall include the plural and vice versa.
- Words imparting persons include corporations and vice versa; and
- All References to a 'paragraph' 'annex' or 'appendix' are to a paragraph, appendix or annex of this document unless otherwise stated.

## 1. Council - Background Information

Background information about the Council can be found within:

[Strategies, Plans & Policies | Gloucester City Council](#)

Gloucester City web address - [Home | Gloucestershire County Council](#)

The Council – Social Value Policy - [gloucester-city-council-social-value-policy-amended-january-2024.pdf](#)

### Safeguarding

The safeguarding risks to children and young people, and vulnerable adults can include the following types of harm: -

- Child Sexual Exploitation
- Domestic Abuse (including physical, financial, sexual, psychological, emotional and coercive control)
- Stalking
- Modern Slavery/Human Trafficking/Illegal Workers
- Honour Based Violence
- Forced Marriage
- Female Genital Mutilation
- Cyber bullying
- Self-neglect

The Council has a statutory responsibility and a duty of care to initiate and/or co-operate with investigations in to safeguarding concerns, and report issues relating to safeguarding to the appropriate authorities and partner agencies.

The Council believes that all children, young people and vulnerable adults have an equal right to protection from abuse, regardless of their age, race, religion, ability, gender, language, background or sexual identity and consider the welfare of children, young people and vulnerable adults is paramount.

### Armed Forces Covenant

The Council is committed to the Armed Forces Covenant and encourages its suppliers to also add their support. Information can be accessed via:

<https://www.armedforcescovenant.gov.uk/>

### Apprenticeships and Skills

Our apprenticeships are all about learning and developing. You'll get everything you need to thrive and grow.

Working within the council is a varied and exciting challenge. Not to mention the invaluable experience of working to help the people of Gloucester.

We've many roles needing different skills: from our customer facing visitor experience team who work in the museums and Guildhall to our many functions based at Shire Hall.

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As an apprentice, you'll be based in one of our dedicated departments and your role will depend on the team you join

For more information regarding our apprenticeships please visit: - [Apprenticeships | Gloucester City Council](#)

### **Growing the Local Economy**

The Council actively encourages tenders from small, medium enterprises (SME's). The Council also encourages consideration by larger companies of opportunities and social value benefits they can offer to the local community.

For more information please visit: - [Funding announced to support growth and investment in Gloucester | Gloucester City Council](#)

## **2. Central Digital Platform**

Suppliers that wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and any Associated Suppliers which are relevant for the purposes of this Procurement. Suppliers must notify the Council immediately if it is unable to register on the Central Digital Platform and/or provide accurate and up-to-date information via the Central Digital Platform.

## **3. Background Information**

The Friends of Hillfield Gardens have requested that works are done to improve aspects of the current path in the formal 1.4 hectare open space. Originally created in 1867, as the private gardens of the Italianate style Hillfield House for Charles Walker a timber merchant. Acquired by the City of Gloucester in the 1930s, the house is now a private residence, but the gardens remain in public ownership. Housing three historic monuments, St Mary Magdalen Chapel, Scriven's Conduit and The Kings Board, as well as many mature and impressive tree specimens, the gardens offer a tranquil space for informal recreation.

The path is well used but needs to be widened to 1.5m along the length of approximately 350m. An area that is often flooded needs to be sorted with a French drains or similar put in place in that area of approximately 10m.

Having consulted with local residents the park currently restricts participation of persons with mobility needs and forms a barrier to other thriving areas.

This document together with any other associated documents listed below provided to Suppliers in connection with this Request for Quotation contain procedural requirements on how the Procurement will be conducted, including details of the associated Procurement timetable, minimum requirements, award criteria, and how to respond to this opportunity. Suppliers are strongly encouraged to read this document before preparing their submission.

Documents provided are :

- Closed – Request for Quotation For the Provision of:- Hillfield Gardens Footpath Improvements
- Appendix A – Hillfield Gardens Footpath Improvements PCIP
- Appendix B – Hillfield Gardens Footpath Improvements Utility Returns
- Appendix C – Hillfield Gardens Footpath Improvements Schedule of Works
- Appendix D – Hillfield Gardens Footpath Improvements Preliminaries
- Drawing No GCC001\_Hillfield Gardens\_Proposed Works\_001

Failure to comply with or follow any procedural requirement may result in the exclusion of the Supplier from the Procurement at the Council's sole discretion.

Suppliers that have received this document are those that have either responded to the Below-threshold Tender Notice or contacted directly via the e-tendering portal. Such an organisation (whether a single organisation or a consortium) is referred to in this document as a 'Supplier'.

This is a regulated/notifiable below threshold competitive process, and Suppliers will need to satisfy all minimum requirements and ensure quality, continuity, accessibility, affordability, availability and comprehensiveness of the services.

#### **Budget**

The Council has a total project budget of £35,000.00 (thirty five thousand pounds), inclusive of VAT.

## **4. Deadline for Responding**

The deadline for responding to this Request for Quotation is 15 October 2025. All references to dates and times within this document shall be interpreted in accordance with the United Kingdom time zones applicable at the date of the Procurement (i.e. GMT/BST).

The Council will not accept submissions received after the deadline except, at its absolute discretion, where it considers it appropriate to do so in exceptional or genuinely unforeseeable circumstances. The Council may in its absolute discretion extend the tender deadline and at such time the Council will notify all Suppliers of the change.

Please note that Suppliers are responsible for ensuring safe receipt of their tenders. The Council will not accept responsibility or liability for or arising from late or non-receipt of a submission. Proof of transmission will not be accepted as proof of receipt.

***For further detail on how to submit a tender within the Portal, please see Section 8 below titled 'Information for Suppliers'.***

## **5. Procurement Timetable**

The indicative procurement timetable is set out below; please note that the Council reserves the right, in its absolute discretion, to amend the Procurement Timetable or extend any date and or time in connection with this Procurement. Any changes to the Procurement Timetable will be notified simultaneously to the Suppliers.

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Deadlines for the submission of responses to the Council are shown in bold. Please note that failure to meet these deadlines may result in a Supplier's submission not being considered unless there are exceptional mitigating circumstances such as a technical failure in connection with the e-tendering portal.

<b>Date(s) and time(s)</b>	<b>Procurement activity</b>
<b>25 September 2025</b>	Below Threshold Tender Notice and Procurement Documents Published
<b>25 September 2025</b>	Tender Clarification Questions Commence
<b>7 October 2025</b>	Deadline for Supplier's Clarification Questions
<b>8 October 2025</b>	Deadline for Response to clarification questions
<b>15 October 2025</b>	<b>Deadline for return of Tender</b>
<b>16 Oct – 21 Oct 2025</b>	Review and Assessment of Submissions using the published criteria below
<b>21 October 2025</b>	Successful and Unsuccessful letters issued to suppliers
<b>21 October 2025</b>	Prepare the Contract for Enactment
<b>21 October 2025</b>	Publish Contract Details Notice
<b>3 November 2025</b>	Service Onboarding/Go Live Date

## 6. Use of Contract by Third Parties

The Council are undertaking this procurement on behalf of itself as the lead commissioner. Accordingly, any resultant contract is for the use of the Council only

## 7. Contract and Form of Tender

The draft Contract that the Council will use for contracting can be found at Annex I and is the JCT Minor Works Contract, 2024 Edition Suppliers will be responsible for obtaining their own copies of the JCT Minor Works Contract, 2024 Edition.

By submitting a response, Suppliers are agreeing to be bound by the terms of this RFQ and the Contract without further negotiation or amendment. Responses must be submitted for this requirement based upon the terms and conditions of this RFQ and upon the terms of the Contract.

Suppliers must fully understand the content of the draft Contract to ensure they are familiar with their obligations should they be awarded a Contract.

Refusal to accept the terms of the draft Contract will cause a Supplier's response to be rejected.

Suppliers awarded a Contract will be required to complete and authorise the Contract in its entirety in a timely manner, and prior to contract commencement.

The Contract will be for a construction period of 4 weeks.

The Contract is scheduled to commence from 3 November 2025. Suppliers are required to read and ensure their compliance with the terms and conditions contained in, Annex I.

**In addition, ALL Suppliers are required to complete and return the Form of Tender in Annex II Certificate of non-collusion and non-canvassing in Annex III and Commercially Sensitive Information in Annex IV below.**

### **RFQ - Prices**

Prices must be quoted in pounds sterling. The Council will not accept any reliance on a variable exchange rate for pricing.

All pricing within a submission shall be firm for the period of the Contract and will not be subject to any variation (except where stated/provided for in accordance with the Contract).

Where applicable, prices submitted are required to be inclusive of any application of the Transfer of Undertakings (Protection of Employment) Regulations in relation to or arising out of the award of the Contract.

Suppliers must include all costs and expenses within their RFQ pricing as any shortfall in funding will be at the Suppliers' own risk.

Prices submitted must not be caveated or qualified and the Council reserves the right to reject responses which seek to do so.

Responses must be submitted inclusive of Value Added Tax (VAT) at the UK's designated percentage.

**In addition, ALL Suppliers are required to complete and return the Form of Tender in Annex I below.**

## **8. Information for Suppliers**

Procurement Lead

The procurement lead for this programme is:

Jonathan Lockett

Drainage Consultant

This procurement is being conducted as a 'Regulated/Notifiable', Below-threshold, Open – Request for Quotation, in accordance with the Procurement Act 2023, using a single stage procedure without a restriction on who can submit tenders. This document describes how the Procurement will be conducted, including details of the associated

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Procurement timetable, minimum requirements and award criteria and how to respond to this opportunity. Suppliers are strongly encouraged to read this document before preparing their submission.

This document has been prepared to assist Suppliers in deciding whether to submit a response for this Procurement.

- **Please read this document carefully, as failure to comply with this document may result in exclusion from the Procurement and/or the rejection of any submission.**

Where required, this document should be read in conjunction with the Below-threshold Tender Notice, and any other Procurement documents which have been made available at this stage of the Procurement.

The Council reserves the right to issue updated versions of this document to Suppliers as and when the need arises, to reflect any changes to the Procurement or any other new information.

Any amendments to this RFQ will be communicated at the earliest opportunity to all Suppliers through the Portal.

Where the Council makes such an amendment, it will ensure that Suppliers have an appropriate amount of time in which to understand and respond to the amendment, and if this is the case, all Suppliers will be notified via the e-tendering portal.

Common terms and expressions shall have the meanings ascribed to them in the definitions above.

All references to a 'paragraph', 'appendix' or 'annex' are to a paragraph, appendix or annex of this document unless otherwise stated.

Suppliers are solely responsible for obtaining the information which they consider is necessary to make decisions regarding the content of their tenders and to undertake any investigations they consider necessary to verify any information provided to them during the procurement process.

Suppliers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the tender process and their tenders.

Suppliers should be aware that each question will be scored on a 'stand-alone' basis and that the response to each question must therefore be self-contained and not rely on information provided in responses to other questions.

Suppliers must not assume that the Council has any prior knowledge of the Supplier or its involvement in existing services, projects or procurements.

### **Communications**

The Procurement Lead is the single point of contact for this procurement. All contact relating to this procurement must be undertaken through the Portal. Any direct contact

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made with any member of the project team in relation to this procurement will be re-directed through the Portal and may jeopardise the continuing participation of the Supplier in the process.

The Council will not be responsible for or bound by any communication or any other information or contact, occurring outside the official communication procedures specified herein.

The rules of contact set forth in this document apply throughout the procurement process. These rules are designed to promote an open, fair and unbiased procurement process. Contact for the purposes of this process includes in person, telephone, electronic mail (e-mail), written or other communication.

### **Supplier Clarifications**

Suppliers must read this RFQ as soon after receipt as possible alongside any other published background details (information published on the Find a Tender Service and all other relevant information provided by the Council). It is the Supplier's responsibility to seek clarification in interpretation of any information provided as part of the procurement.

The objective of Supplier clarifications is to give Suppliers the opportunity to submit questions to the Council concerning either the process or the substance of the requirement. Any queries including known or potential constraints and dependencies not already identified arising from this Request for Quotation (or any procurement documents and communications) which may have a bearing on the tender submission and the ability of the Supplier to perform or Council to secure performance should be raised.

Suppliers must submit clarification questions through the Portal messaging system. Clarification questions received by any other means will be rejected.

Responses to clarification questions will be anonymised and sent out to all Suppliers during the procurement process. Where Suppliers consider that the clarification questions and/or responses to such questions are commercially confidential, the request must be indicated 'commercial in confidence' and Suppliers should specify, where possible, such redactions as would render the request and any response non-confidential. The Council will consider the request for confidentiality.

However, the Council reserves the right to act in what it considers to be the best interests of a fair procurement process and in accordance with its obligations under the Freedom of Information Act (FOIA) or Environmental Information Regulations (EIR).

Where any response to a request for clarification or the Council's response contains information which should, in the interests of a fair procurement process, be disseminated to all Suppliers, the Council shall be free to disseminate such information to all Suppliers, with or without any redactions proposed by the Suppliers.

The Supplier clarification stage will close at the time and date specified in the timetable above. Clarifications submitted after this time will not receive a response except where the Council deems the circumstances to be exceptional.

### **Council Clarifications**

The Council reserves the right to require Suppliers to clarify their tender submissions but is not under any obligation to do so. The Council retains a general discretion at any stage of this procurement process to seek clarification from any Supplier in relation to any aspect of the tender submission.

Clarification questions for these purposes from the Council will be required to be answered. Failure to respond adequately or within the stipulated time limit to clarification questions may result in a Supplier being excluded from further participation in the procurement process, or the submission being assessed in an un-clarified state (at the Council's sole discretion).

The Council may contact (or may require the Supplier to contact on its behalf) any of the customers, subcontractors or consortium members to whom information relates in a Request for Quotation submission or any other document, to ask that they testify that information supplied is accurate and true.

The Council reserves the right to seek third party independent advice or assistance to validate information submitted by a Supplier and/or to assist in the tender assessment process.

Where a clarification is provided by the Supplier in relation to its tender submission, this may be considered for the purpose of the assessment of the tender provided that it is within the scope of the request for clarification.

### **Terms and Conditions of Tender**

Every tender received by the Council shall be deemed to have been made subject to the conditions of this Request for Quotation unless the Council shall previously have expressly agreed in writing to the contrary.

No alteration may be made in any of the Supplier declarations or the accompanying documents. If any alteration is made, or if any of the Conditions are not fully complied with, the tender may be rejected.

The Supplier shall be deemed to have satisfied themselves throughout the procurement process as to the correctness and sufficiency of their tender.

### **Preparation of Request for Quotation**

The Supplier must obtain for themselves at their own expense all information necessary for the preparation of its tender.

Information supplied to the Supplier by the Council, its agent(s) or assignees, is supplied to the Supplier only for general guidance in the preparation of the tender. The Supplier must satisfy by its own investigations the accuracy of any such information, and no responsibility is accepted by the Council or its agents for any loss or damage of whatever kind and howsoever caused arising from the use by the Supplier of such information.

### **Consortium Tenders**

Consortia and/or other forms of partnership/multiple-organisation tender will be accepted by the Council.

Such organisations are under no obligation to make legally binding arrangements at this stage.

Consortium Suppliers must identify one organisation as the lead organisation to co-ordinate their tender response (unless a new organisation is formed/determined in advance of the formal procurement commencing, in which case the Portal user profile should be set up under the new organisation's name).

The Council requires the Contract to be entered into by a lead single entity, as identified in their tender.

A Supplier must promptly provide notification of any change in control, or its composition or its membership, if any, that takes place at any point following their tender submission. The Council reserves the right to disqualify any Supplier that fails to provide notification, or to seek further assurance in the event of any changes, and to disqualify a Supplier who does not provide sufficient assurance around any changes.

### **Waiver**

An express waiver or variation of any of these conditions made in writing by an authorised officer for the Council shall bind the Council, otherwise, no other officer of the Council has the authority to vary or waive any of these conditions.

### **Non-Collusion**

The Council reserves the right to exclude (without prejudice to any other civil remedies available to them and without prejudice to any criminal liability which such conduct by a Supplier may attract) any Supplier who, in connection with the Request for Quotation:

- Fixes or adjusts the amount of their tender by or in accordance with any agreement or arrangement with any other Supplier or collaborative member of a Supplier, or any person or organisation involved in the preparation of a tender (other than a member of its own collaboration or supply chain).
- Enters into any agreement or arrangement with any other Supplier or collaborative member of a Supplier, or any person or organisation involved in the preparation of a tender, to the effect that they shall refrain from submitting a tender or as to the amount of any tender to be submitted; or
- Communicates to any person other than the Council the amount or approximate amount of its proposed tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a tender).

### **Whistleblowing**

All Council contracts include provisions under which the Contract will be terminated if the supplier or anyone on its behalf bribes or attempts to bribe anyone in connection with the Contract or commits an offence under the Bribery Act 2010.

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The Council strongly encourages any individuals or organisations to contact the Council via <https://www.gloucester.gov.uk/about-the-council/consultations-and-feedback/compliments-comments-and-complaints/> if any Councillor, employee, supplier, Supplier or potential Supplier attempts to engage in any such activity or suggests they will do so. The Council will treat all information raised in this way in confidence as per the protection offered to Council employees under the Council's whistle-blowing policy. This policy can be found on the Council's website.

### **Supplier Identity, Confidentiality and Publicity**

Save to the extent made publicly available by the Council, the information in this document (together with all attachments and any other information communicated to Suppliers during the Procurement) is made available on the condition that it is treated as confidential information by the Supplier and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except in order to comply with legal obligations or for the purpose of enabling a submission to be made to the Council, provided that such person has given an undertaking prior to the receipt of the relevant information (and for the benefit of the Council) to keep such information confidential.

Suppliers must not take part in any publicity activities with any part of the media about this Procurement without obtaining the express prior written agreement of the Council. When requesting prior written agreement, Suppliers are required to detail the proposed media coverage including format and content of any publicity.

### **Anti-competitive behaviour**

Suppliers are reminded of their obligations under applicable competition laws. The Council may require evidence from Suppliers that their arrangements are not anti-competitive and reserves the right to require any Supplier to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.

Any evidence of anti-competitive behaviour may result in a Supplier being disqualified from the Procurement. The Council also reserves the right to refer any suspected breaches of applicable competition laws to the relevant authorities including, but not limited to, the Competition and Markets Council and the Serious Fraud Office.

Suppliers should note that anti-competitive behaviour may result in the Supplier being excluded from bidding for contracts under Schedule 7, Paragraph 7 of the Act. Where a relevant decision has been made by the Competition and Markets Council under the Competition Act 1998, the Supplier may also be excluded from bidding for contracts under Schedule 6, paragraph 41 and may be added to the debarment list and/or be liable for civil and/or criminal penalties.

### **Canvassing**

If the Supplier or any person employed by the Supplier, whether or not to the Supplier's knowledge:

- Offers, gives or agrees to give to any person any gift or consideration of any kind as an inducement or reward for taking or for not taking action in relation to the Contract or any other contract with the Council; and/or
- Canvasses any of the project team in connection with the project; and/or
- Contacts any officer of the Council prior to the Contract being awarded about any aspect of the requirement in a manner not permitted by this document (including without limitation a contact for the purposes of discussing the possible transfer to the employment of the Supplier of such officer for the purpose of the project).
- The Supplier will be disqualified (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Supplier may attract).

### **Conflict of Interest**

All conflicts of interest and potential conflicts of interest will be monitored by the Procurement Team. Where identified, the Council will take appropriate measures wherever possible to effectively remedy conflicts of interest arising to avoid any distortion of competition and to ensure equal treatment of all economic operators.

Suppliers are required to complete a conflict-of-interest declaration as part of their tender. (please see Annex V – Conflict of Interest Declaration Form below). Suppliers are also under an ongoing obligation to update the Council as soon as possible should any declarations change.

Where a conflict of interest is arising from involvement in the preparation of the tender procedure, a Supplier shall only be excluded from the procedure where there are no other means to ensure compliance with the duty to treat economic operators equally. Prior to any such exclusion, candidates or Suppliers shall be given the opportunity to prove that their involvement in preparing the procurement procedure is not capable of distorting competition.

### **Confidentiality**

Subject to the exceptions referred to below, this Request for Quotation is being made available by the Council to the Supplier on the condition that the information contained within it is used solely in connection with this competitive procurement process and for no other purpose. Suppliers must not copy, reproduce, distribute or pass the information to any other person at any time or allow any of these things to happen:

- Suppliers shall not use the information for any purpose other than for the purposes of submitting, or deciding whether to submit, a tender.
- Suppliers shall not discuss information or any aspect of this procurement process in the media nor make any media or publicity statement or comment in relation to it without the express consent of the Council in writing.

Suppliers shall treat all information relating to the procurement, the Request for Quotation and their tender as confidential and where the information needs to be copied to parties supporting the Supplier, those parties shall treat it as confidential. Suppliers may disclose, distribute or pass information to another person associated with their tender if either:

- This is done for the sole purpose of enabling a tender to be submitted and the person receiving the information undertakes in writing to the Supplier to keep the information confidential on the same terms as set out in this Request for Quotation; or.
- The Supplier obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of information.

The Council may disclose detailed information relating to tenders to Council executives, joint commissioners, officers or advisors, stakeholders or any other relevant party.

The Council also reserves the right to disseminate information that is materially relevant to the project to all Suppliers, even if the information has only been requested by one Supplier, giving due regard to the confidentiality of the Supplier's tender at the relevant stages of the competition.

The Council is subject to the requirements of the Freedom of Information Act 2000 (the 'Act') and the Environmental Information Regulations 2004 ('EIR'). Accordingly, all information submitted to it may need to be disclosed by the Council in response to a request under either the Act or the EIR (a 'Request').

In making any submission during this procurement process, each Supplier acknowledges and accepts that information contained therein may be disclosed by the Council under the Act or EIR or to unsuccessful Suppliers as part of the assessment summaries without consulting the Supplier, although the Council will endeavour to consult with the Supplier and consider its views before doing so.

If Suppliers consider that any information made available to the Council is commercially sensitive, they should identify it within the relevant section of the form of tender and explain (in broad terms) what harm may result from disclosure, and the time period applicable to that sensitivity.

Even where information made available to the Council is marked commercially sensitive, the Council shall be entitled (acting in its sole discretion) to disclose it pursuant to a Request. Please also note that information marked 'confidential' or equivalent by Suppliers does not bind the Council to any duty of confidence by virtue of that marking.

Exemptions to disclosure pursuant to a Request do exist and the Council reserves the right to determine (acting in its sole discretion) whether there is any available exemption and whether to disclose any information made available to it by Suppliers pursuant to any Request. If you are unsure as to the Council's obligations under the Act or EIR regarding the disclosure of sensitive information, please seek independent legal advice.

Where council goods or services are supplied by a third-party contractor, the service information is subject to the Act. The contractor's organisation as a whole is not subject, only that part which relates to the service provided. Any information submitted to the Council may be considered for disclosure, therefore please ensure that only necessary information is submitted.

### **Copyright**

The copyright in this document is vested in the Council and its advisors and may not be reproduced, copied or stored in any medium without the prior written consent of the Council.

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This document, and any document issued as supplemental to it, are and shall remain the property of the Council and must be returned upon request.

### **Intellectual property**

Suppliers are reminded that all intellectual property rights, including copyright, in the documents and materials supplied by the Council and/or its advisers in this Procurement, in whatever format, belong to the Council, its advisers or the relevant owner/licensor. Suppliers shall not copy, reproduce, distribute or otherwise make available any part of these documents to any third party (except for the purpose of preparing a submission) without the prior written consent of the Council. All documentation supplied by the Council in relation to this Procurement must be returned or destroyed on demand, without any copies being retained by Suppliers.

### **Costs**

The Council accepts no liability to pay for any work undertaken by any Supplier or other organisation in connection with its tender or participating in this procurement process. All costs, expenses and liabilities incurred by Suppliers in connection with the tendering and due diligence process shall be borne by Suppliers.

For the avoidance of doubt this includes (but is not limited to) costs and fees incurred by Suppliers in negotiations, preparation and submission of any tender documentation, and any post-award due diligence processes.

By returning its response to this document, the Supplier confirms its understanding and acceptance of the fact that it shall have no claim whatsoever against the Council in respect of such costs and fees and in particular (but without limitation) the Council shall not make any payments to any Supplier save as expressly provided for in any Contract if and when any such Contract is entered into.

For the avoidance of doubt, the Council accepts no liability for abortive costs of unsuccessful Suppliers at any stage, or abortive costs in the event that the Council decides to abandon, vary or recommence the procurement.

### **Modification and Withdrawal of Tenders**

No tender submission may be modified after the deadline for receipt.

Tender submissions may be withdrawn at any time before the award of Contract, providing such intention is expressed in writing by the Supplier. Any such withdrawal must be made through the Portal.

Any withdrawal of a submission is irrevocable, and any Supplier withdrawing their submission will be automatically excluded from further participation in the procurement process for the requirement.

### **Law**

This Request for Quotation, the entire procurement process and any Contract arising from it shall be governed by and construed in accordance with the laws of England and in the event

of any dispute relating thereto the parties hereto submit to the jurisdiction of the Courts of England.

### **Accuracy of Information**

The information in this Request for Quotation has been prepared in good faith but does not purport to be accurate, complete and exhaustive, or to have been independently verified. Suppliers should not rely on the information set out in the Request for Quotation and should carry out their own due diligence checks to verify the accuracy of the information.

No information in this Request for Quotation is warranted by the Council or its advisors and further shall not be taken nor deemed a promise or representation as to the future. Neither the Council, its advisors, nor the officers, members, partners, employees, other staff, agents or advisors of any such person makes any representation or warranty (expressed or implied) as to the accuracy, reasonableness or completeness of the information provided in this document or at any other stage of the procurement process leading up to the execution of the Contract nor shall any of them be liable for any loss, damage or expense (other than in respect of fraudulent misrepresentation) arising as a result of reliance on any such information.

Any persons considering deciding to enter into contractual relationships with the Council on the basis of the information provided should make their own investigations and their own independent assessment of the requirements for the provision of the requirement and associated issues and should seek their own professional financial, technical and legal advice.

Except in relation to data warranted by the Council as finally agreed in the Contract, Suppliers shall be deemed to have carried out all necessary research, investigations and due diligence and all necessary enquiries in order to have satisfied themselves as to the nature, extent and volume of the requirements, their obligations described in this document, the extent of the personnel, equipment, property and assets which may be required and any other matter which may affect their tenders, pricing, projections or financial modelling.

The Council shall not make any payments to the successful Supplier, or any other Supplier save as expressly provided for in the Contract(s) and no compensation or remuneration shall otherwise be payable by the Council to the successful Supplier by reason of the scope of the services or requirements relating to the tender being different from that envisaged by the successful Supplier or otherwise.

This Request for Quotation is not intended to provide the basis of any investment decision and should not be considered as a recommendation by the Council or any of its advisors to any recipient.

### **Fair processing notice (FPN)**

The personal information we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money laundering and to verify your identity. If fraud is detected, you could be refused certain services, finances or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found at CIFAS: Fair Processing Notices for Cifas.

### **Parent company guarantee or other securities**

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The Council reserves the right to require a parent company guarantee or alternative equivalent form of security should the Supplier be successful in this Procurement. Where required this will be included in the contract.

Where the Supplier's parent company is incorporated outside the United Kingdom, the Council will require a legal opinion from an independent firm of lawyers practising in that jurisdiction (at the Supplier's own cost and expense) as to the capacity/authority of the parent company to enter into the parent company guarantee and the enforceability of the terms of the parent company guarantee in the relevant overseas jurisdiction.

Notwithstanding the above, the Council may specify minimum contractual financial security requirements as appropriate having regard to the financial assessment undertaken during this Procurement. Where the Council specifies any financial security requirements, acceptance of the requirements shall be considered a mandatory condition and failure to accept the same may result in the Supplier's exclusion from the Procurement.

## **TUPE**

Given the nature of the services and the way in which they are currently delivered the Council is of the view that TUPE does not apply in this instance upon commencement of the proposed Contract.

## **Tender Return Instructions**

Submissions must be received no later than the time and date specified within the timetable above.

Procurement Check List - The following must be completed as part of this Request for Quotation submission:

Completion and Return of the following Supplier Declarations: -

- Annex II: Form of Tender
- Annex III: Certificate of non-collusion and non-canvassing
- Annex IV: Commercially Sensitive Information
- Response to the Minimum Requirements
- Response to the Quality Questions/Statement of Requirements – please ensure this document is uploaded to the Portal in a PDF format.
- Priced schedule of works in a PDF format and .xls file format
- Any attachments that have been requested, ensuring these are clearly referenced to a specific requirement/question.

## **How to Submit a Response on the e-tendering System**

Please note that the Council use the Pro-Contract e-tendering; this system is owned and operated by Pro-Contract, should you experience any issues with this system please contact the Pro-Contract helpdesk via the Help Option within the system or via the following link: - [servicedesk@proactisservicedesk.com](mailto:servicedesk@proactisservicedesk.com)

Please note that the following guidance has been provided for information purposes only; the Council accepts no liability for its accuracy, in recognition that the system is wholly owned by

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Pro-Contract. Assistance on the Portal is available via the help and guidance within the site. Supplier guidance documents are also available to view and download.

All responses must be submitted via the Portal prior to the deadline in this RFQ. Please allow sufficient time to upload documentation as late submissions will not be accepted. Insufficient time allowed for upload will not be considered a justification for extension by the Council.

If Suppliers experience technical difficulties relating to the Portal, they should use the 'Help' button on the top menu bar on the homepage and follow the instructions for submitting a query.

#### **To view this opportunity**

1. Login to the system.
2. Click 'Find opportunities' in the 'Opportunities' section of the home screen.
3. Find the opportunity you are interested in and click the blue underlined title.
4. View the details.

#### **To register interest**

1. Click on 'Register interest in this opportunity' which informs the Council of your intention to respond to the opportunity.

#### **To respond**

1. On the home page click 'My activities' then select the 'Last viewed activities' tab. Click on the blue underlined title and click 'Open' in the event with a 'Respond by' date.
2. Read all information and documents.
3. Click 'Start my response' then click 'Edit' in the 'Additional information' section and complete the information required.
4. Click 'Edit' in the 'Question sets' section and answer all questions.
5. Click 'Add' in the 'Response documentation, files & links' section to upload required documents.
6. Click 'Accept terms and conditions' in the 'Terms and conditions' section.
7. In the 'Your response' section check all buttons are green before submitting your response. If not ready to submit you can save your response and come back to it.

If you do not wish to submit a response, click 'opt out' rather than submitting your response, giving reasons for withdrawing using the drop-down options.

## 9. Request for Quotation – Assessment and Associated Information

This Request for Quotation will be awarded based on the Most Advantageous Request for Quotation as further defined below.

The evaluation for this procurement will be undertaken based on Supplier responses to the Minimum Requirements and Statement of Requirements/Quality Questions criteria further described in Section 10 below.

### Request for Quotation - Assessment Criteria

Response documents submitted must be in accordance with the given templates

Suppliers must submit a tender based on the requirements of the Council as described in this Request for Quotation and any associated documents.

The tender shall be submitted in the format and order as stipulated, and derogations or omissions from that format may result in the Council rejecting the tender submission.

Suppliers are wholly responsible for the accuracy and completeness of the information provided in their tender. This includes information submitted in relation to third parties, e.g. subcontractors.

Suppliers must ensure that their submissions are complete when they are submitted and that all accompanying documentation is provided, as changes or additions to submissions will not be accepted after the submission due date. An exception to this is in the case of arithmetic or administrative errors that are clearly correctable and do not alter the substance of the tender.

Pricing must be submitted in compliance with the, Financial Wook book and the template must be fully completed.

Suppliers are strongly encouraged to clarify assumptions where relevant using the clarifications process.

### Additional Attachments

Suppliers may make use of supporting documents (appendices to questions etc) only where specifically requested as part of the question; any other documents submitted in support of a response will be ignored. Where specifically requested, additional documentation must be referred to in the narrative answer to the corresponding question. Embedded documents are not allowed and will not be reviewed. Any appendix that the Council judges to be essentially the continuation of a question response, and therefore a circumvention of any page limit, will be rejected and ignored.

Where a Supplier wishes to refer to an additional attachment that they are submitting as part of the tender, the Supplier must label the attachment with the question number and Supplier's name in the document title.

Where the Supplier wishes to append information from a lengthy document such as a staff handbook, they should only include the relevant extract from the document.

### Page Limits

Any pages submitted over and above the stated limit for that response will be ignored for the purpose of assessment.

Diagrams and charts will not count towards any stated page counts, although should only be included where specifically relevant to the question and requested to do so.

Language

All tenders must be completed in English.

Where the specification includes interface with members of the public. The government has introduced a statutory fluent English requirement for people working in public service customer-facing roles who have face-to-face conversations and / or telephone conversations with members of the public. This requirement does not extend, refer or apply to people with speech impediments or regional accents.

Signatures

All documents requiring a signature must be signed by a duly authorised person.

Where the Supplier is a consortium, the tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract.

In the case of a partnership, the tender must be signed by all partners, or one only may sign providing that partner has the authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of a sole trader, the individual should sign and give their name in full together with the relevant trading name.

Tender Validity

All tenders must be submitted on the basis that they are an unconditional offer and must remain open for acceptance for a period of 180 days from the deadline for final tenders set out in the Form of Tender above.

**Assessment process**

The Request for Quotation responses assessment will be conducted in the following stages:

Submissions will first be reviewed for completeness and compliance, to ensure that following instructions have been followed: -

The compliance review will check tenders: -

- Are submitted by the due date and time.
- Contain all completed and signed declarations.
- Are within set page limits for each relevant question (where applicable).
- Have used appendices and attachments in an acceptable manner.

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Where in the opinion of the Council a submission does not meet the above criteria then it may be deemed non-compliant, and the Supplier disqualified. In this event, no further assessment of the submission will not be undertaken.

1. Assessment of the Minimum Requirements: -

Minimum Requirements

The Council have a duty to ensure that the use of public monies is managed with honesty, impartiality, openness, accountability, accuracy, fairness, integrity, transparency, objectivity and reliability. Therefore, the Council are required to ensure that all goods, services and works commissioned, are undertaken to the letter of the law, in the public interest, to high ethical standards and achieving value for money.

In order to meet these duties this RFQ includes minimum requirements to enable and ensure effective performance, quality and compliance standards.

Minimum Requirements - Consequences of Misrepresentation

Where a Supplier seriously misrepresents any factual information in completing the Minimum Requires, and so induces the Council to enter into a contract, there may be significant consequences.

The Supplier may be excluded from the procurement procedure, and from bidding for other Council contracts for three years. If a contract has been entered into the Supplier may be sued for damages and the contract may be rescinded.

The Council will refer the Supplier to the relevant government minister to be added to the debarment list which may result in the Supplier being excluded from bidding for all public sector contracts for five years. If fraud, or fraudulent intent, can be proved, the Supplier or the Supplier's responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and must be excluded from further procurements for five years.

The following scoring matrix will be applied to the Minimum Requirement submissions:

Pass/Fail Questions

Assessment	Interpretation
Pass	Either confirms compliance with / acceptance of the requirement or provides acceptable and appropriate evidence of capability and capacity
Fail	Does not confirm compliance with / acceptance of the requirement, or does not provide acceptable and appropriate evidence of capability and capacity

- Any minimum requirement response that results in an assessment of "Fail" for any "Pass/Fail" questions may result in the response being assessed as a non-compliant submission.

Supporting Information

The Council reserves the right to request evidence in support of the minimum requirement responses, including but not limited to:

- A copy of insurance documents.
- Copy accreditations and or certifications

2. Qualitative assessment of the Request for Quotation: -

The quality and or technical submissions will be shared with the validated and approved assessment panel, for their independent review and assessment in readiness for moderations, which is chaired by an independent person.

No prior information or knowledge of Suppliers will be used, unless the information provided by a Supplier is known to be false or inaccurate.

The assessment methodology provides assessors with a way of applying a clear rationale to their decision making and will ensure equality in the treatment of Suppliers.

A moderation process will take place to agree a final score for each question for each Supplier. When the moderation process is complete, a final score will exist for each applicable question. This scoring will have the relevant weighting applied and the total weighted score will be used to determine the successful Supplier.

The Minimum Requires and Quality questions are provided in section 10. Below titled 'Tender Assessment Details'.

Scoring Matrices

The following scoring matrices will be applied to tender submissions:

**Pass/Fail Questions**

Assessment	Interpretation
Pass	Either confirms compliance with / acceptance of the requirement or provides acceptable and appropriate evidence of capability and capacity
Fail	Does not confirm compliance with / acceptance of the requirement, or does not provide acceptable and appropriate evidence of capability and capacity

- Any tender response that results in an assessment of "Fail" for any "Pass/Fail" question will result in the tender being disqualified.

All questions that are scored using the 0-5 scales, below have specified weightings. The assessment criteria including the individual question weightings are provided in Section 10 below.

Suppliers' scores for each question will be multiplied by the relevant weighting to give a weighted score for that question. The weighted scores will then be added together to give the total weighted score for each Supplier, as per the following worked example: -

Please Note the figures used in the example as for illustrative purposes only and are based on a Quality Criteria of 70%.

Supplier	Weighted Score	Maximum Available Score	Assessed Score	Assessed Weighted Score
Question 1	4	20	3	15
Question 2	3	15	3	15
Question 3	5	25	4	20
Question 4	4	20	5	20
<b>TOTAL SCORES</b>		<b>80</b>		<b>70</b>

Supplier	Total Maximum Points	Weighted Score (70% Award Criteria)
Supplier A	315	60.41%
Supplier B	325	62.33%
Supplier C	345	66.16%

#### Scored Quality Questions

Assessment	Interpretation	Score
Deficient	A significantly deficient answer, the response provides no confidence of successful delivery <b>OR</b> a response has not been provided to this question.	0
Very Poor	A very poor answer that gives very little detail or evidence. The response does not show understanding of the requirement and provides little confidence of successful delivery.	1
Poor	A poor answer that only partially addresses the requirement. The response illustrates some understanding of the requirement but does not provide sufficient confidence of successful delivery.	2
Acceptable	An acceptable answer meeting the requirement with a sufficient level of detail and evidence. The response illustrates an understanding of the requirement and provides sufficient confidence of successful delivery.	3
Good	A good answer, with a comprehensive level of detail and strong evidence. The response illustrates a comprehensive understanding of the requirement and provides good confidence of successful delivery.	4
Excellent	An excellent answer with exceptional detail and evidence. The response illustrates an excellent understanding of the requirement and provides an	5

Assessment	Interpretation	Score
	excellent level of confidence of successful delivery. Additionally, the response offers innovation and/or added value	

**Important -**

Suppliers are expected to achieve a minimum of an 'Acceptable' (numerical score of 3) standard for each question set out in the quality questions. The Council will reject any tender which does not meet this threshold as a minimum in respect to one or more of these criteria.

**3. Request For Quotation - Prices**

When the quality submissions are completed, the assessors will receive a copy of the Financial Workbook. The financial assessment will be based on the Supplier's completed Financial Workbook.

It is the responsibility of the Supplier to ensure they have checked their submitted Financial Workbook for accuracy, including any formulae, and that there are no errors in calculations.

The Council reserves the right to disqualify tenders that, in its sole opinion, are costed at an unrealistically or unsustainably low level, or where any supporting evidence or narrative response does not match the costs listed.

Where the Council considers that a tender is costed at an unrealistically or unsustainably low level (abnormally low tender), the Council will provide the Supplier with the opportunity to demonstrate that it will be able to perform the contract for the price offered.

The tender price submitted must include all costs to deliver the service as described in the specification and the Supplier's own narrative response. The Supplier's prices must include all that is necessary for the proper execution of the requirements.

Assessment of the Financial Workbook (Schedule of Works)

The Financial Workbook (Appendix C Schedule of Works) score will be determined by assigning full marks 60% to the lowest cost tender. All other tenders will be assigned marks in direct proportion to the lowest cost tender, using the following formula:

$$(\text{Lowest cost tender} / \text{Tender being assessed}) \times \text{## weighting ##}$$

Once assessed the weightings of the quality and financial submissions will be combined to confirm the most advantageous tender, therefore both quality and financial elements will be taken into account as detailed below.

### Scoring Weightings

Questions are split into sections with specified weightings, as below:

<b>Section</b>	<b>Section Weighting</b>
Quality	40%
Financial	60%
<b>Total</b>	<b>100%</b>

### Tiebreak Criteria

Where there is a tie in the scoring between Suppliers, the highest scoring Suppliers for the following criteria will be used to determine the rankings:

Tiebreak criteria 1, Question 1 Programme and then question 2 risk assessment and method statement

All Suppliers who submit tender responses will receive appropriate feedback from the Council at the conclusion of the process.

### Changes to Tender Information

Suppliers are under a duty to notify the Council promptly should any information contained in their tender response cease to be accurate. If a Supplier fails to do so, this will entitle the Council to disqualify that Supplier from the process, or where the Supplier has been awarded a Contract as a result of this procurement process, the Council shall be entitled to terminate that Contract.

All Supplier declarations completed must remain valid for the entirety of the procurement process.

If the Council is notified, or otherwise becomes aware, that any information supplied by a Supplier is incorrect, it may seek clarification and updated information and may re assess the Supplier against its assessment criteria and may, as a result of such re- assessment, remove the Supplier from the procurement process or if relevant re- assess the Supplier's tender and adjust that tender's ranking against the other tenders received.  
Council Rights

Without any liability to Suppliers, the Council reserves the right to:

- Disqualify any tender that is not compliant with the instructions in this Request for Quotation.
- Not to consider variant tenders.
- Amend the procurement process, contract, specification, procurement timetable or withdraw this Request for Quotation at any point.
- Cancel, withdraw or recommence the procurement at any stage; or
- Not to award any contract because of the procurement.

The Council is not bound to accept the lowest or any tender, nor will it be responsible for, or pay, any expenses or losses which may be incurred by any Supplier in the preparation and completion of their tender in line with section above titled 'Costs'.

Contract award is subject to the formal approval process of the Council. Until all necessary approvals are obtained, no Contract shall be entered into.

#### Award Stage

If and when a final contract award decision is reached, confirmation of award letters will be issued to all Suppliers who have submitted a response, and a Contract Award Notice will be published.

Award decisions are not binding on the Council and an award decision alone will not constitute any form of contract. Should post-award discussions break down between the Council and the successful Supplier, or between the incumbent provider and incoming Supplier, the Council may, at its absolute discretion, consider alternative options to ensure business continuity.

## 10. Tender Assessment Details - to be completed

Question No	Minimum Requirements	Response Criteria	Assessment Criteria
1	What is your name? (supplier name)	Supplier to provide details	For Information
2	Suppliers must be registered on the central digital platform (CDP). Please indicate by selecting Yes or No to confirm whether you/your organisation is registered.  What is your central digital platform unique identifier?	Supplier to select either Yes/No  Supplier to provide details	A response of No may be assessed as a failure to satisfy the minimum requirements and result in a non-compliant response  The absence of the CDP unique identifier may result in a non-compliant response
3	Please confirm if you are bidding as a single supplier (with or without sub-contractors) or as part of a group or consortium.  If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract), please provide:  a. the name of the group/consortium  b. the proposed structure of the group/consortium, including the legal structure where applicable  c. the name of the lead member in the group/consortium  d. your role in the group/consortium (e.g. lead member, consortium member, sub-contractor)	Supplier to select either Yes/No           Supplier to provide details or add N/A  Supplier to provide details or add N/A  Supplier to provide details or add N/A  Supplier to provide details or add N/A	For Information           For Information  For Information  For Information  For Information
4	Are you or any persons/organisations identified to deliver these services detailed on Central Governments debarment list?	Supplier to select either Yes/No	A response of Yes may be assessed as a failure to satisfy the minimum requirements and result in a non-compliant response.

	<p><b>Insurance</b></p> <p>Please confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below:</p> <ul style="list-style-type: none"> <li>• Employer's (Compulsory) Liability Insurance* = £10 million</li> <li>• Public Liability Insurance = £5 million</li> </ul> <p>*There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information:  <a href="http://www.hse.gov.uk/pubns/hse39.pdf">http://www.hse.gov.uk/pubns/hse39.pdf</a></p>		
	<p><b>Health and Safety</b></p> <p>Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the contract (including risks from the use of contractors, where relevant).</p>		

**Quality Questions & Criteria**

Question Number	Criterion	Weighting per question	Maximum Score Available (per question)	Total Available Score	Permitted Page Limit
1	Provide a programme that meets the restrictions set out in the Preliminaries (Appendix D).	20%	0-5	20	2 pages of A4 (please note that 1 page = one side of A4)
2	Provide a draft risk assessment and method statement to demonstrate that your organisation's understand the restrictions set out in the Preliminaries (Appendix D) and working within a site that will continue to be used by the public.	20%	0-5	20	50 pages of A4 (please note that 1 page = one side of A4)
<b>TOTALS</b>					

## **Annex I: Terms and Conditions**

The Terms and condition are JCT Minor Works Building Contract 2024.

Please refer to Appendix D Hillfield Gardens Footpath Improvments Preliminaries v3



# HILLFIELD GARDENS FOOTPATH IMPROVEMENTS PRE-CONSTRUCTION INFORMATION

## THE CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015

### 1.0 Contact Information

#### 1.1 Contact Information

Client: Gloucester City Council (tel: 01452 396396)  
Contract Administrator: Jon Lockett (tel: 01452 396028)

#### 1.2 Location:

Hillfield Gardens is located to the North of the City Centre in an area known as Kingsholm. This is a predominantly a residential area and with the site having London Road running East and Denmark Road running to the West. There are residential properties around the site and GCH homes adjacent to the London Road entrance. There are also buildings and monuments on the site that are of historical significance.

#### Site Access

The site is to be accessed off London Road and Denmark Road. The entrances are shared with users of the site so great care must be taken when entering and exiting the site. The gates are to be secured when not in use to prevent unauthorised vehicular access.

#### 1.3 Nature of Work:

The works comprise the following elements

- Excavation of existing footpath and adjacent grassed/planted areas.
- Install new timber edging and lay subbase and self-binding surface

#### 1.4 Timescale for completion:

The works are expected to take 4 weeks to complete

### 2.0 The Existing Environment

#### 2.1 Surrounding Land Uses and Related Restrictions:

Hillfield Gardens is open all year round to the public for formal and informal leisure and recreational use with gated entrances off London Road and Denmark Road.

Kingsholm is generally a residential area with a secondary school located at the Kingsholm Road end of Denmark Road. Adjacent to the site is the a church with limited on site parking so during services and events the parking can spill out into the area. Kingsholm Rugby club is some way from the site but on match days or events at the ground parking can extend as far as the site. There is a cycle route running up London Road that is proposed to be improved prior to the works commencing.

#### 2.2 Existing Underground Mains/Apparatus/Services:

Utility drawings will be provided but only show mains services and not private connections so a CAT scan and visual inspection will be required prior to works commencing.

### 2.3 Existing Traffic Systems and Restrictions:

The existing traffic restrictions that are in place must be followed.

### 2.4 Existing Structures:

See 4.4 below.

### 2.5 Ground Conditions:

The ground is likely to be soft under foot and care should be taken when traversing the slope with a vehicle in wet conditions and in some areas can become waterlogged

## **3.0 Existing Drawings**

### 3.1 Scheme Drawings:

Location Plan showing location of site and extent of works

### 3.2 Existing Underground Mains/Apparatus/Services.

The latest drawings will be supplied to the successful contractor

## **4.0 The Design, Significant Hazards/Work Sequences**

The following significant design hazards, which cannot be avoided, have been identified but the list should not be construed as exhaustive.

### 4.1 Handling of materials

A risk of personal injury exists due to the heavy, bulky nature of some of the materials. Appropriate lifting equipment to be used or where necessary cut down to a manageable size.

### 4.2 Working in the areas open to the public.

Operatives are required to carry out all work only within a designated and barriered working area. Operatives should be issued with and correctly use any necessary safety equipment and clothing.

### 4.3 Traffic management and public safety.

There is some potential for conflict with the contractors operations and the normal public use of the area.

Movement of contractor's vehicles and plant must be closely supervised at all times.

### 4.4 Adjacent properties/structures.

The works are to be undertaken in a manner such that the stability of adjacent structures is not affected.

4.5 Environmental pollution.

Appropriate action must be taken to prevent pollution.

4.6 Hand tools/power tools

Only operatives that are trained and hold the various certificates should use mechanical plant. The appropriate PPE for the piece of equipment being used is to be worn at all times

**5.0 Site Wide Elements**

5.1 Site access and egress will be via London Road and Denmark Road. All traffic restrictions are to be complied with.

5.2 Location of temporary site accommodation.

The contractor must make his own arrangements for welfare and agree the location with the client.

5.3 Location of unloading and storage areas

All arisings are to remain stored securely until they are to be removed from site. No storage will be permitted on the Highway.

5.4 Traffic and pedestrian routes.

The Contractor is required to maintain a safe clear and unobstructed way for pedestrians and vehicular movements at all times which must be clearly marked for their attention. Working areas are to be barriered off to exclude the public.

**6.0 Overlap with Client's Undertakings**

6.1 The site will continue to operate as it does now as public open space. The site is accessible 24 hours a day 7 days a week.

**7.0 Site Rules**

7.1 The site must be kept tidy at all times and allow unhindered safe access and egress for pedestrians and vehicular traffic.

7.2 All materials which can be easily lifted, and which are not currently in use shall either be stored within the vehicles or securely away from site.

**8.0 Continuing Liaison**

8.1 Normal arrangements between the Contractor and the client's representative will apply. The client's representative must be notified of any unforeseen eventualities encountered during the works. The client's representative will be Mark Graham on (01452) 396785.

HILLFIED GARDENS

UTILITY RETURNS



## Enquiry Confirmation

LSBUD Ref: 38645984

Date of enquiry: 10/09/2025  
Time of enquiry: 06:53

Enquirer			
Name	Mr jon lockett	Phone	01452 396028
Company	gloucester city council	Mobile	Not Supplied
Address	herbert warehouse the docks gloucester Gloucestershire GL1 2EQ		
Email	jonathan.lockett@gloucester.gov.uk		

Enquiry Details		Site Map
Enquiry type	Planned Works	
Work category	Excavations Non Utility	
Work type	Road/track construction	
Work type buffer*	25 metres	
Start date	30/09/2025	
End date	31/10/2025	
Schema/Reference	h00field	
Search location	denmoor ROAD gloucester	
Confirmed location	384245 219038	
Site size	231.73 metres square	
Site Contact Name	jonathan lockett	
Site Phone No.	01452396028	
Description of Works	Footpath works	
<p>* The WORK TYPE BUFFER is a distance added to your search area based on the Work type you have chosen.</p>		
<p>Please note that the above map only displays the location of the proposed work site and will not display any of the Members' pipes and cables. It is imperative that this area accurately reflects the proposed work site.</p>		

Affected LSBUD members (LSBUD Members who have assets registered on LSBUD within the vicinity of your search area.) Do not proceed until all Members listed below have confirmed that your works can continue.			
Asset Owner	Phone/Email	Emergency Only	Status
ESP Utilities Group	01372227580	01372227580	Await response
National Grid Electricity Distribution	08000963080	08006783105	Await response
Wales and West Utilities	02920278912	0800111999	Await response

**Status explanation**  
**Await Response** means that the asset owner will contact you. This is typically by sending the plan response but they may ask for further information before being able to do so, particularly if any payments or authorisations are required.  
**Email Additional Info** means that the asset owner needs further information about your works to assess your enquiry before providing a response. Please provide any details you have available including plans, method statements etc. if available.



## Enquiry Confirmation

LSBUD Ref: 38645984

Date of enquiry: 10/09/2025  
Time of enquiry: 08:53

### Important notices

It is very important that you correctly understand what the service does and the procedures in order for you to work safely. Please refer to the LSBUD Support Page ([www.lsbud.co.uk/linesearchbeforedig-support](http://www.lsbud.co.uk/linesearchbeforedig-support)) for further guidance.

This information includes how to provide additional information to the LSBUD Members who request it to provide a response to your enquiry.

**Validity and search criteria.** The results of this enquiry are based on the confirmed information you entered and are valid only as at the date and time of the enquiry. It is your responsibility to ensure that the Enquiry Details are correct, and LineSearchbeforeDig (LSBUD) accepts no responsibility for any errors or omissions in the Enquiry Details or any consequences thereof. LSBUD Members update their asset information on a regular basis so you are advised to consider this when undertaking any works. It is your responsibility to choose the period of time after which you need to resubmit any enquiry but the maximum time (after which your enquiry will no longer be dealt with by the LSBUD Helpdesk and LSBUD Members) is 28 days. If any details of the enquiry change, particularly including, but not limited to, the location of the work, then a further enquiry must be made.

**Terms and Conditions.** Please note that this enquiry is subject always to our standard terms and conditions available at [www.lsbud.co.uk](http://www.lsbud.co.uk) ("Terms of Use") and the disclaimer at the end of this document. Please note that in the event of any conflict or ambiguity between the terms of this Enquiry Confirmation and the Terms of Use, the Terms of Use shall take precedence.

### List of not affected LSBUD members

(LSBUD Members who do not have assets registered on the LSBUD service within the vicinity of your search area.)

Advanced Electricity Networks	Air Products PLC	AllPoint Fibre
Angus Energy	Arve Pipeline	B & D Energy Limited
Baird Beatty Investments Limited	BCC Limited (A Member of the Linde Group)	Bou Broadband
BP Exploration Operating Company Limited	BPA	Burwell 11 Solar Limited
Cadent Gas	Cambridge Water	Cambridgeshire County Council Climate Change and Energy Services
CATS Pipeline c/o Wood Group PSN	Caracas	Centrica Storage Ltd
CB&I Services Ltd	Concord Solutions People Ltd	Comsol/Poliso (UK) Teesside Cooperator Ltd
D.S. Smith	Diamond Transmission Corporation	DRD (MOD Live Pipelines)
Dra Power Limited	Eden Estuary Energy Limited	EDF Energy Renewables Ltd
EET Fuels	EnGrid	Electric Limited
Electricity North West Limited	Energy Assets Networks	ENI & Hiron c/o Penopan Ltd
EnQuest Heather Ltd	EP Langage Limited	ESB COGT Power station (Carrington Gas Pipeline)
Esso Petroleum Company Limited	euNetworks Fiber UK Ltd	EXA Infrastructure
Exolum Pipeline System	Fulcrum Electricity Assets Limited	Fulcrum Pipeline Limited
G-Network Communication Ltd c/o JSM Group Ltd	Gamma	Gas Networks Ireland (UK)
Gatehead Energy Company	Glaxoair Ltd	Greenlink Interconnector Ltd
Harbour Energy	Heathrow Airport LTD	Humbly Grove Energy
IGas Energy	Impala Ferrous Infrastructure Ltd	INEOS FPS Pipelines
INEOS Manufacturing (Scolbred and TSEI)	INDVYN ChlorVinyls Limited	INDVYN Enterprises Limited
Intergen (Conyon Energy or Spalding Energy)	Kansa Utilities	Last Mile
Liverpool City Region Connect	Mainline Pipelines Limited	Mercheader Jetline Limited
Mesa Cable Company	Meredwood Power Ltd (Gas Pipeline)	Melbourn Solar Limited
MJA Group Limited	Mubal Energy	National Gas Transmission
National Grid Electricity Transmission	National Grid Ventures	Neca Networks
Northern Gas Networks Limited	Northumbrian Water Group	NPower CHP Pipelines
NTT Global Data Centers EMEA UK Ltd	Nymed Ltd	Ogi
Dikos Storage Limited	Obaid	Palm Paper Ltd
Perenco UK Limited (Furber Southampton Pipeline)	Paloneco	Phillips 66
Portsmouth Water	Redundant Pipelines - LPDA	RWE - Great Yarmouth Pipeline (Sector to Great Yarmouth Power Station)
RWIPower (Llew Harford and South Haven)	SABIC UK Petrochemicals	SAS Utility Services Ltd
Scottish and Southern Electricity Networks	Scottish Power Generation	Seabank Power Ltd



## Enquiry Confirmation

LSBUD Ref: 38645984

Date of enquiry: 10/09/2025  
Time of enquiry: 08:53

SES Water	SDN	Shell
Shell NOP	South Staffs Water	SP Energy Networks
Spring Fibre Limited	Squire Energy Networks	SSE Generation Ltd
SSE Transmission	SSE Utility Solutions Limited	Storaggy
Sutton Bridge Power Generation	Tate Communications (c/o JSM Construction Ltd)	TIL - London Underground HV Cables (Road & Track Side Cables)
toob Limited	Total (Colnbrook) c/o Penapen	Total Pipeline Pipelines
Transmission Capital	Trojan Energy Limited	UK Power Distribution
UK Power Networks	Uniper UK Ltd	University of Cambridge Grants Backbone Network
Vodafone	Veeva ES SEICHP Limited	Veeva ES Sheffield Ltd
Virgin Media DC	Voneus Limited	VPI Power Limited
Welsh Power	West of Dutton Sands Transmission Ltd	West Sussex OpenNetwork (Cooperative National Infrastructure)
Westminster City Council	Whinington CHP Ltd	Zayo Group UK Ltd c/o JSM Group Ltd

### Non-LSBUD members (Asset owners not registered on LSBUD)

(The following Non-LSBUD Members may have assets in your search area. It is YOUR RESPONSIBILITY to contact them before proceeding.)

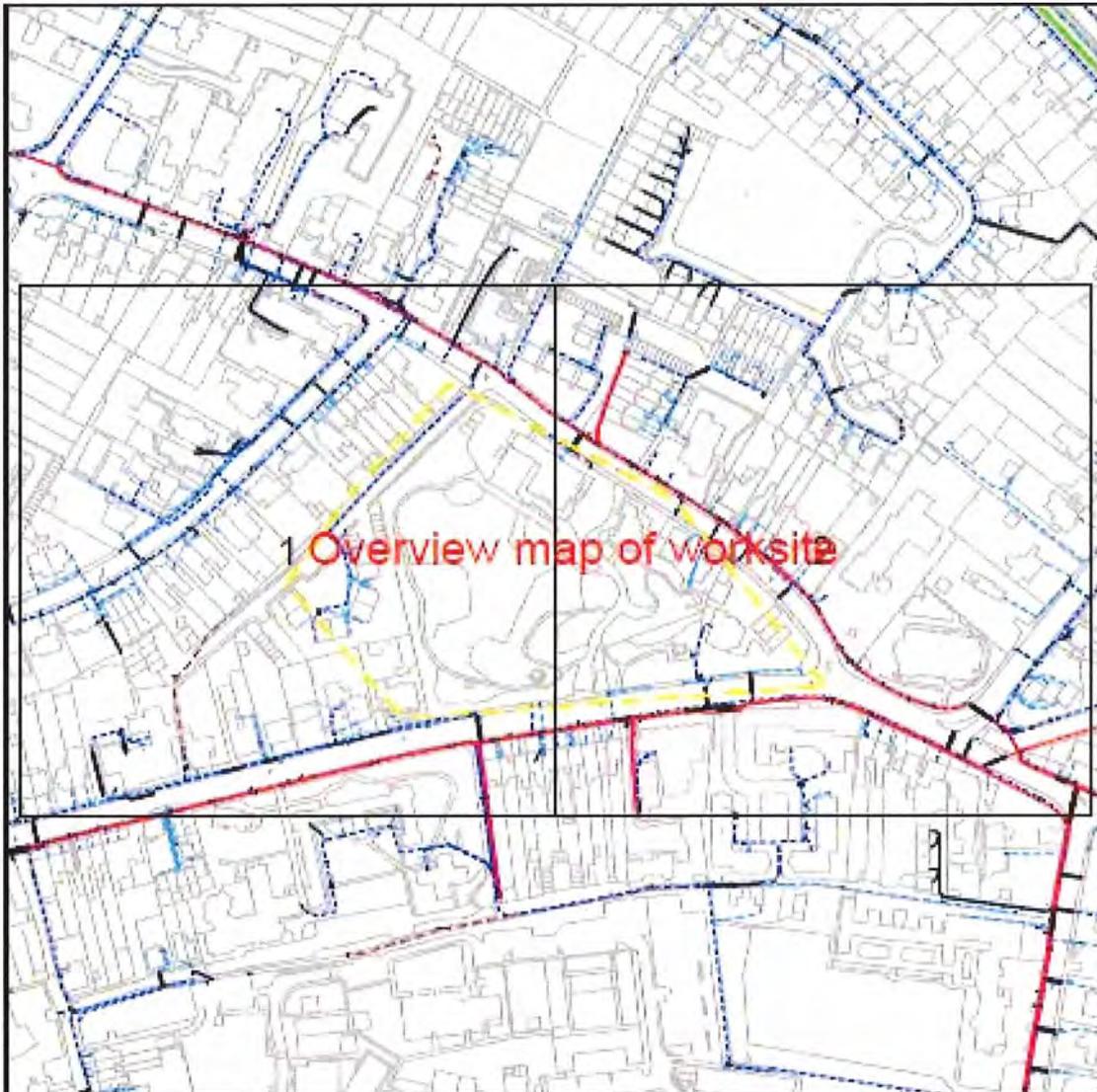
Please be aware this list is not exhaustive and it is your responsibility to identify and contact all asset owners within your search area.)

Asset Owner	Preferred contact method	Phone	Status
Axion UK Ltd	axion-networks@axion.com		Not Notified
Bring Energy	nrwa@bringenergy.com	0800 130 3600	Not Notified
BT	https://www.bt.com/pla/mb/welcome-home	08000210020	Not Notified
City Fibre	asset.team@cityfibre.com	033 3150 7262	Not Notified
Coit	plantenquiries@coittelecomuk.com	01227 766427	Not Notified
Gloucestershire County Council	highways@gloucestershire.gov.uk	08000514514	Not Notified
GTC	https://pa.gtc-uk.co.uk/PlantEnqMembership	01266240383	Not Notified
Lumen Technologies	plantenquiries@ocugroup.com	02087314613	Not Notified
Mobile Broadband Network Limited	mbnl.plant.enquiries@lumdown.com	01212 621 100	Not Notified
Severn Trent Water	www.stwater.co.uk/building-and-developing/watermains-and-maps/request-a-water-sewer-map		Not Notified
Sky UK Limited	nrwa@sky.uk	02070325234	Not Notified
Sota	sota.plantenquiries@ocugroup.com		Not Notified
Utility assets Ltd	assetrecords@utilityassets.co.uk		Not Notified
Verizon Business	exp-team@uk.verizonbusiness.com	0125081 1738	Not Notified
Virgin Media	http://www.digital.co.uk	08708883115	Not Notified
Vodafone	com_enquiries@edtinglobal.com	01454662581	Not Notified

#### Disclaimer

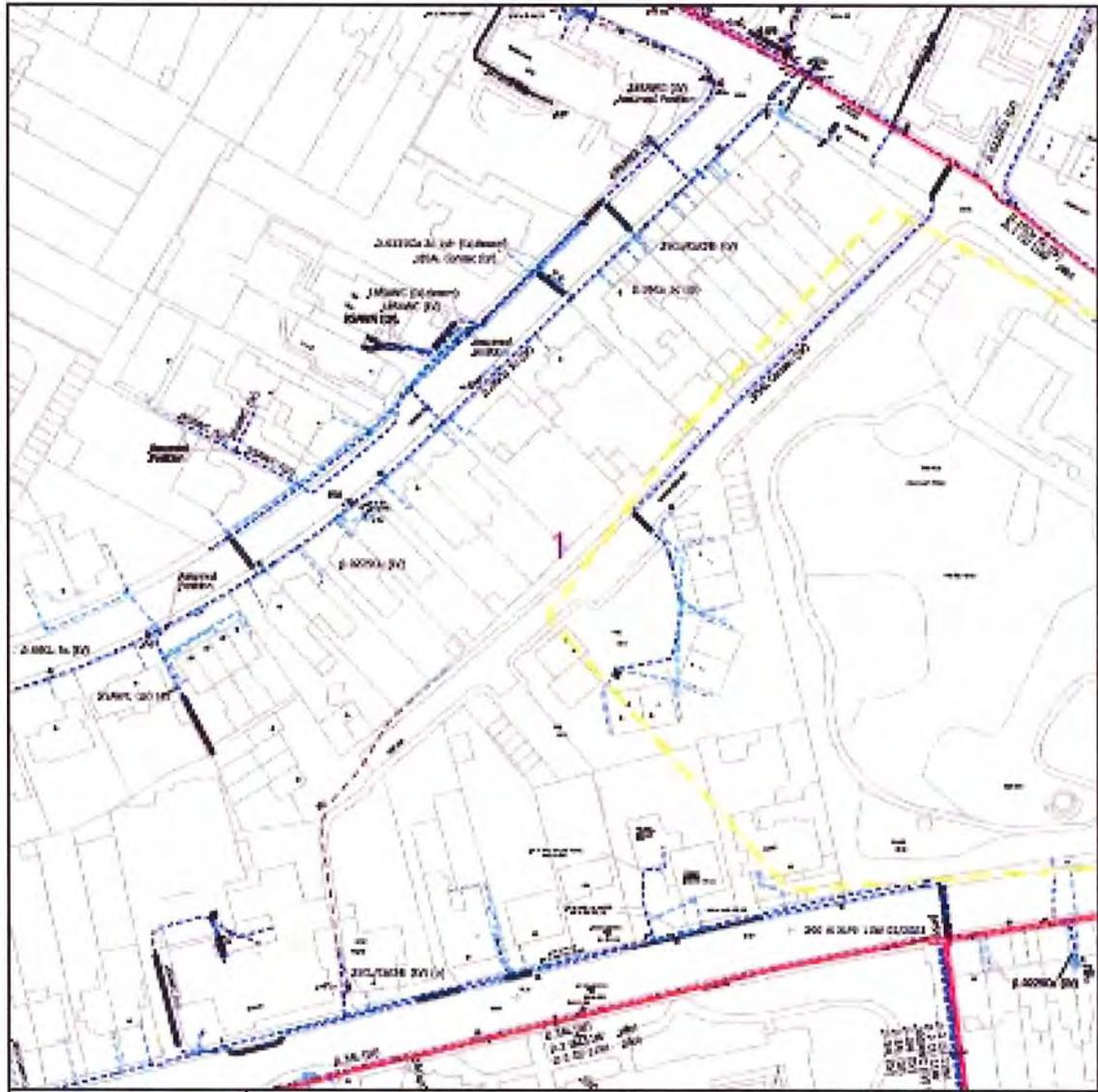
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<p>Date Requested: 10/06/2025 Job Reference: 38845084 Site Location: 384245 219038 Requested by: Mr jon luskett Your Scheme/Reference: hillfield</p>	<p><b>Report damage immediately – KEEP EVERYONE AWAY FROM THE AREA: 0800 6783 105</b></p> <p><small>Down Copyright: All Rights Reserved. Ordnance Survey Licence Number: 10002620 NGED Copyright. This copy has been made by or with the authority of National Grid Electricity Distribution (NGED) pursuant to Section 47 of the Copyright Designs and Patents Act 1988 unless the Act provides a relevant exception to copyright the copy must not be copied without the prior permission of the copyright owner.</small></p>																								

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<p><b>Contact Us</b></p> <p>Mapping Inquiries: All areas: 0121 633 9350</p> <p>General Inquiries: All areas: 0800 096 3060</p>	<p>PDF designed for A4 colour print only with no page scaling</p> <table border="1"> <thead> <tr> <th>Site Location</th> <th>Private Cables</th> <th>PME Earth</th> <th>Underground Earth</th> <th>Pole Mounted Transformer</th> <th>Ground Mounted Transformer</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Site Location	Private Cables	PME Earth	Underground Earth	Pole Mounted Transformer	Ground Mounted Transformer						
Site Location	Private Cables	PME Earth	Underground Earth	Pole Mounted Transformer	Ground Mounted Transformer								
<p>Date Requested: 10/09/2025 Job Reference: 38546584 Site Location: 384245 219238 Requested by: Mr Jon Luskett Your Scheme/Reference: nullfield</p>	<p><b>IMPORTANT NOTICES</b></p> <ul style="list-style-type: none"> <li>- This information is given as a guide only and its accuracy cannot be guaranteed. Some lines or record sections to the network may not be shown.</li> <li>- Cables, overhead lines &amp; structures owned by other electricity retailers or private companies may be present and may not be shown.</li> <li>- You should always verify exact locations of cables using a cable locator and by careful use of hand tools in accordance with HSE guidance note 182647.</li> <li>- When working within 3m of any overhead electric line you should follow the 3 rules of HSE Guidance Note C26.</li> <li>- For further advice on working near our electricity cables or lines, call our General Enquiries number.</li> <li>- Advice should be sought from the National Grid Electricity Distribution General Enquiries team for any work that is to take place in proximity to 132kV underground cables and 132kV overhead lines.</li> </ul> <p><b>Report damage immediately – KEEP EVERYONE AWAY FROM THE AREA: 0800 6761 100</b></p> <p>Drawn Copyright GMI Rights Reserved Ordnance Survey Licence numbers: 100004302 NESLI Copyright. This copy has been made by or on the authority of National Grid Electricity Distribution (NESLI) pursuant to Section 17 of the Copyright Designs and Patents Act 1988 unless that Act provides a relevant exception to copyright the copy must not be copied without the prior permission of the copyright owner.</p> <p>Scale: 1:1250 (When plotted at A4)</p>												





ESP Utilities Group Ltd  
 Bluebird House  
 Mole Business Park  
 Leatherhead  
 Surrey  
 KT22 7BA  
 Phone: 01372 587500  
 Email: [PlansResponses@espug.com](mailto:PlansResponses@espug.com)

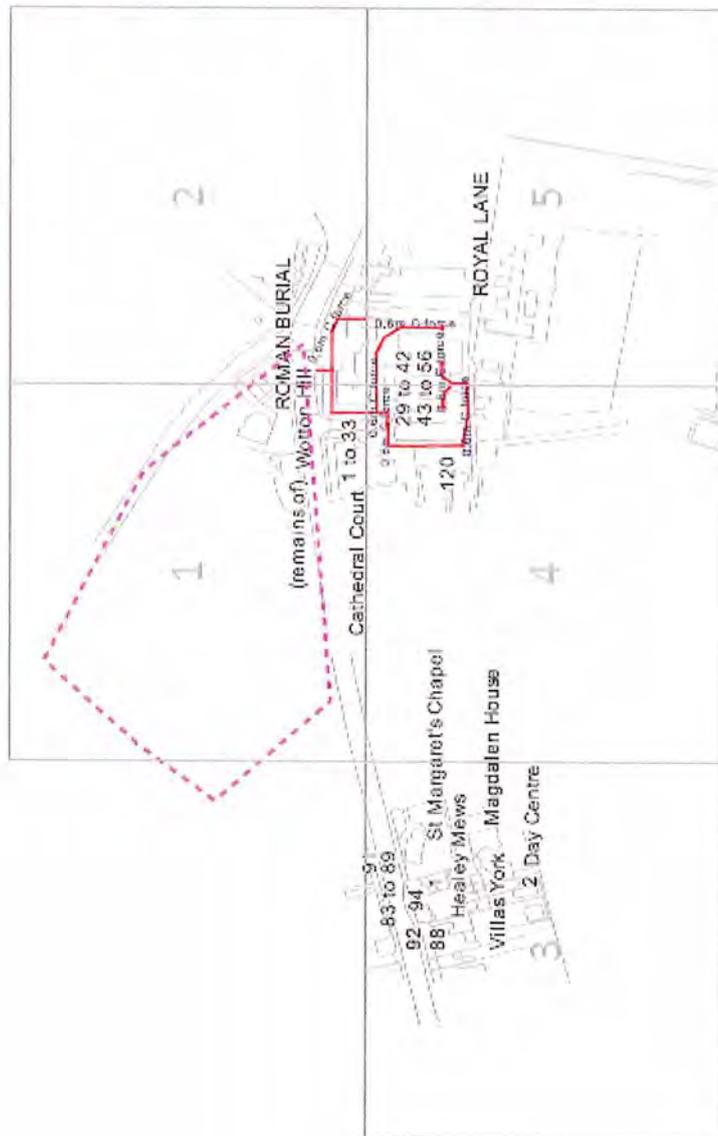
**Legend**

- Existing LP mains or services operating up to 75 millibar gauge
- Existing MP mains or services operating between 75 millibar and 2 bar gauge
- Existing IP mains or services operating between 2 bar and 7 bar gauge
- ⋯ Digrite

Date requested: 10 Sep 2025  
 Requested by: Mr Jon Luckett  
 Company: Gloucester City Council  
 Job reference: 38645984  
 Your reference: Hillfield  
 Scale on A4 paper: 1:3075

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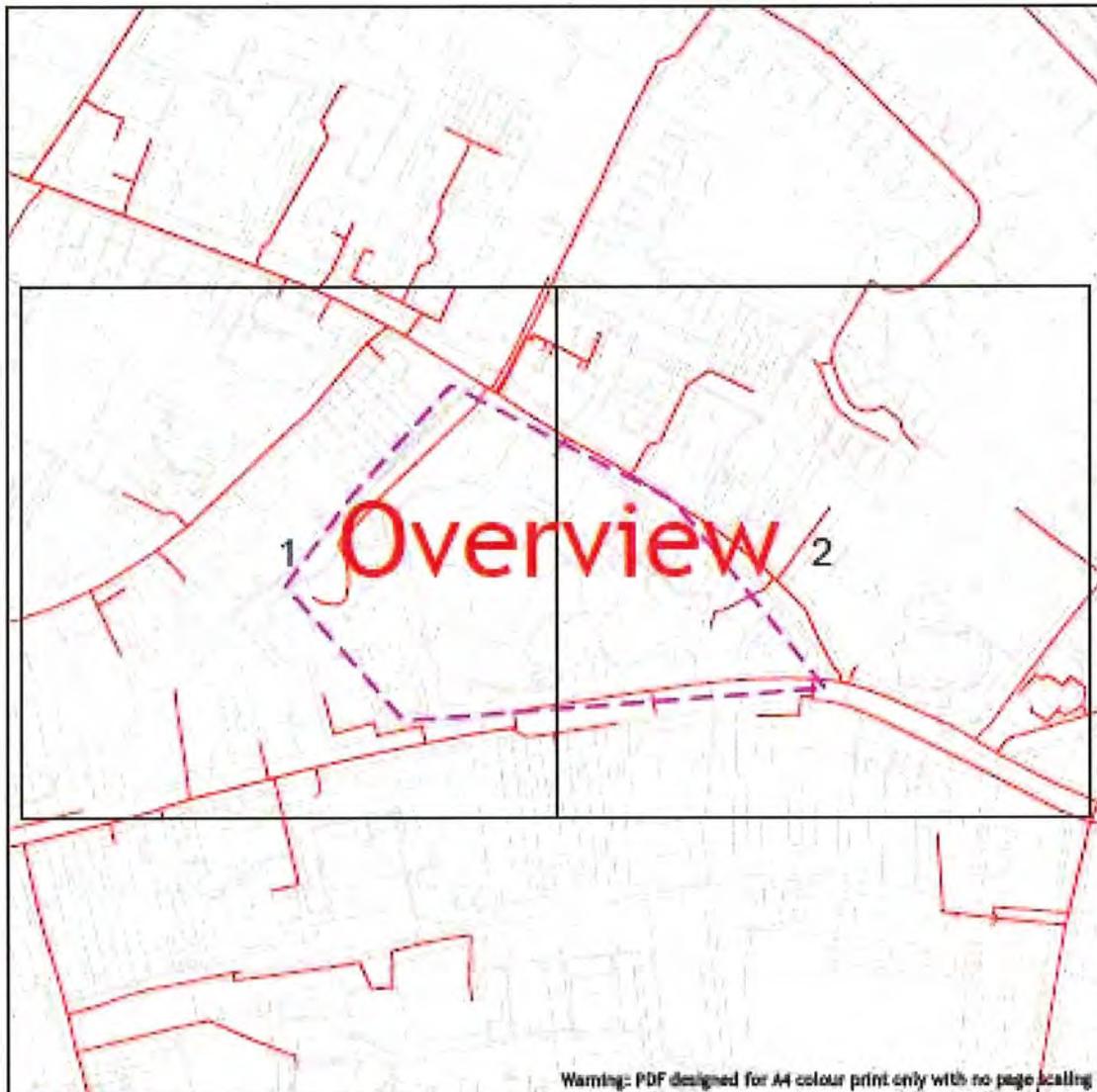
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 All areas 0300 278 812  
 General Enquiries  
 All areas 0800 812 2888

Dig Sites Area: ○○○○ Line: - - - -

- |  |  |  |                    |  |                  |
|--|--|--|--------------------|--|------------------|
|  | Low Pressure (LP) 21bar - 7bar         |  | Change of Diameter |  | Line/No Valve    |
|  | Medium Pressure (MP) 350bar - 2bar     |  | End Cap            |  | Governor Station |
|  | Intermediate Pressure (IP) 2bar - 7bar |  | Depth of cover     |  |                  |
|  | High Pressure (HP) 47 bar              |  |                    |  |                  |

Date Requested: 18/09/2025  
 Job Reference: 1845584  
 Site Location: 184245 219038  
 Requested by: WJ [on behalf]  
 Your Scheme/Reference: 181562

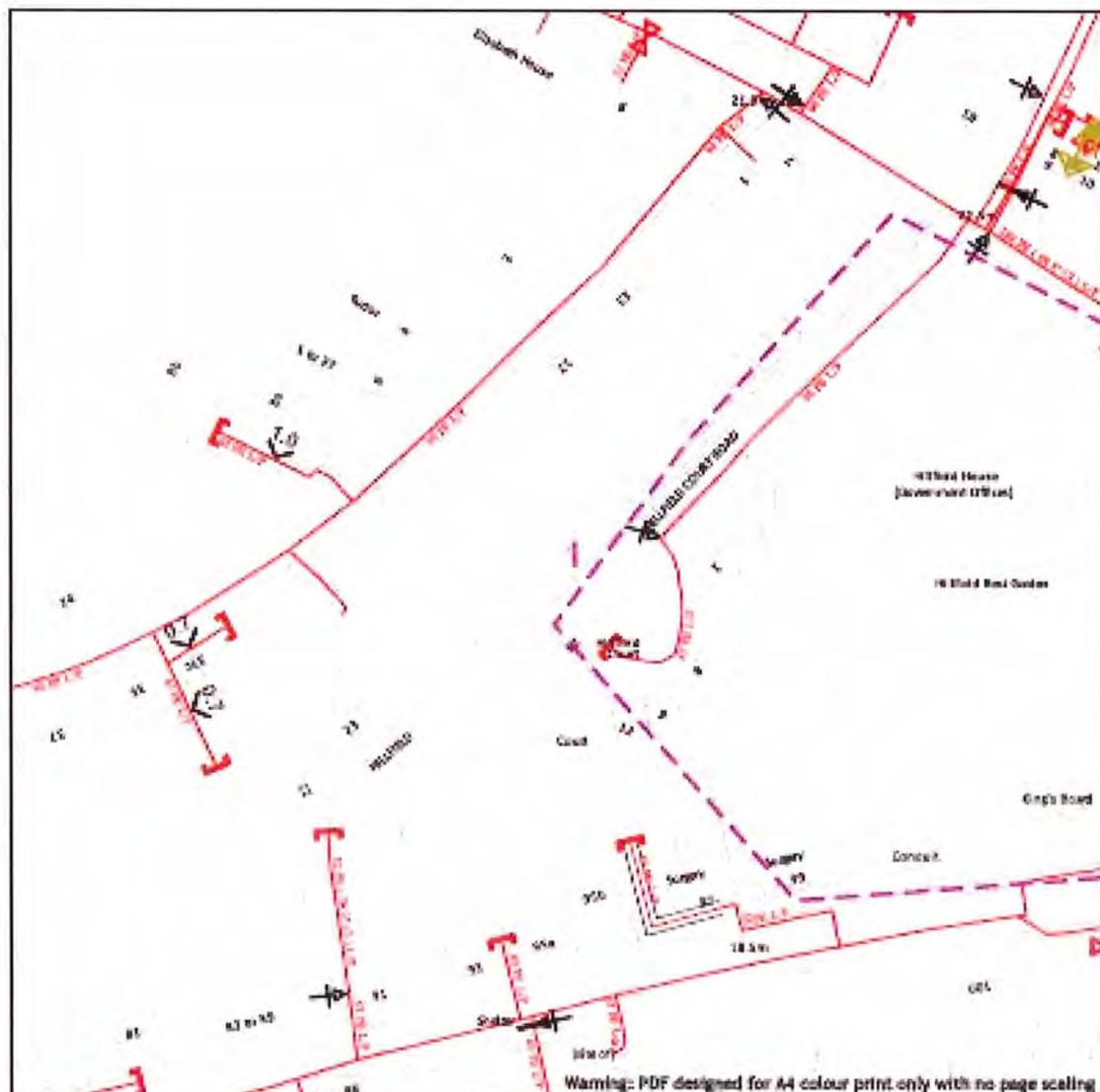
**IMPORTANT NOTICES**

- This information is given as a guide only and its accuracy cannot be guaranteed
- The plan only shows those pipes owned by Wales & West Utilities (W&WU) or its role as a Licensed Gas Transporter
- Service pipes, valves, appliances, appliances etc. may not be shown but their presence should be anticipated
- You must use safe digging practices in accordance with PD/05/17 to establish the actual position of wires, services and other apparatus before any mechanical excavation is used
- It is your responsibility to ensure this information is provided to all persons working near our plant
- If in doubt call the W&WU dig team on 0300 278812

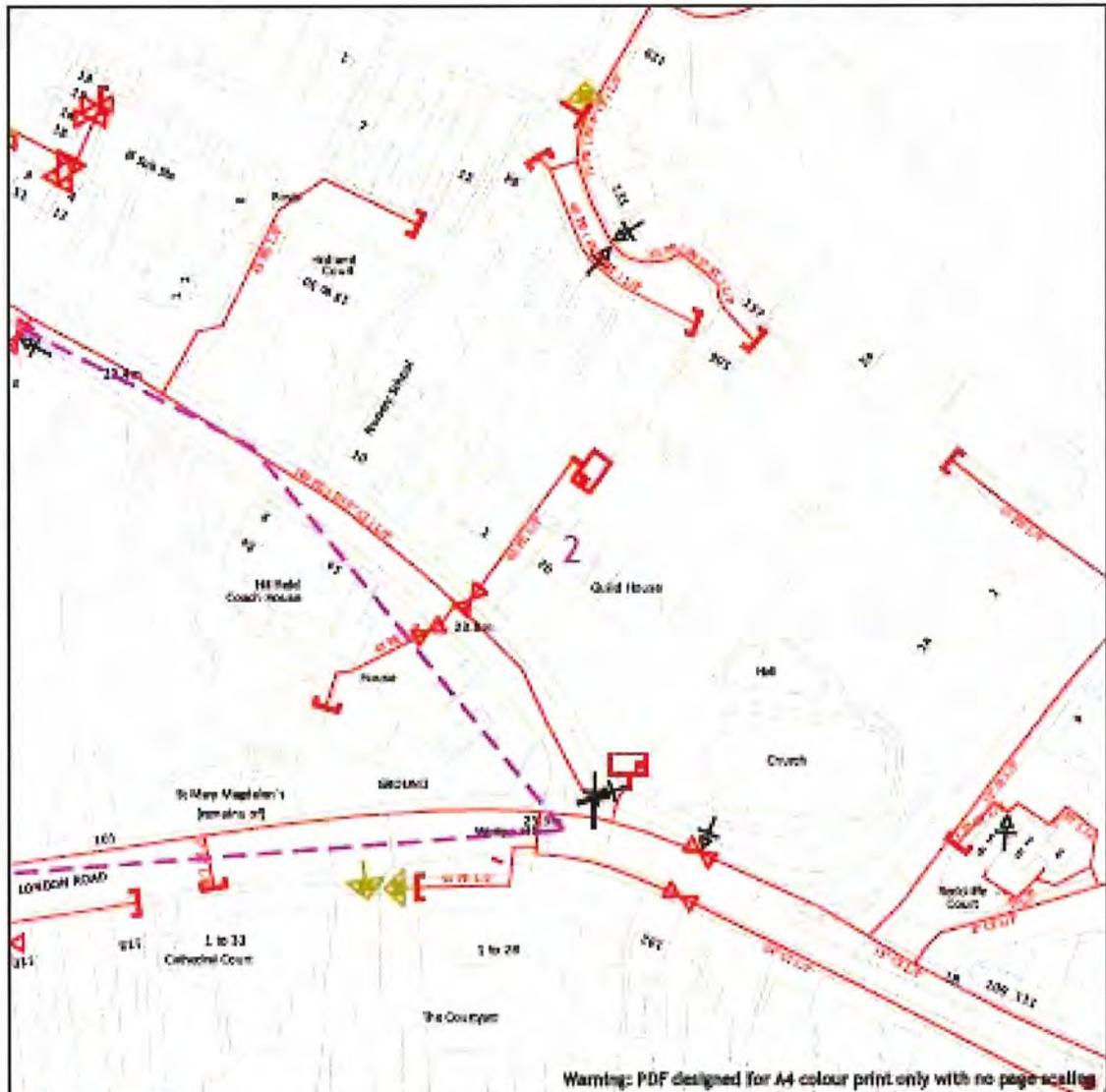
**Report damage Immediately - KEEP EVERYONE AWAY FROM THE AREA**  
 0800 111 999

Scale: 1:250 (When printed at A4)

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	<p>100m</p>	
<p><b>Contact Us</b>          Mapping Enquiries          Alliance 01502 179 512          General Enquiries          Alliance 0800 912 3998</p>	<p><b>Dig Sites</b>    Areas: - - - -    Lines: - - - -</p> <p>— Low Pressure (LP) 2-inch – Floor          - - - - Medium Pressure (MP) 250mm – 2nd          . . . . Intermediate Pressure (IP) 2-inch – Floor          — High Pressure (HP) 2-inch</p>	<p>+ Change of Diameter    X Line/Free Valve          [ Grid Cap    ⊗ Cableway Station          &lt; Depth of cover</p>
<p>Date Requested: 18/09/2023          Job Reference: 3845964          Site Location: 384245 219238          Requested by: WJ (on behalf)          Your Scheme/Reference: 681648</p>	<p><b>IMPORTANT NOTICES</b></p> <ul style="list-style-type: none"> <li>The information is given as a guide only and its accuracy cannot be guaranteed.</li> <li>The plan only shows those pipes owned by Wales &amp; West Utilities (W&amp;WU) in its role as a Licensed Gas Transporter.</li> <li>Service pipes, valves, appliances, sub-surface tanks etc. may not be shown but their presence should be anticipated.</li> <li>You must use safe digging practices in accordance with BS7017 to establish the actual position of mains, services and other apparatus before any mechanical excavation is used.</li> <li>It is your responsibility to ensure this information is provided to all persons working near our plant.</li> <li>If you detect the W&amp;WU dig marks on 384245 219238.</li> </ul> <p><b>Report damage immediately – KEEP EVERYONE AWAY FROM THE AREA</b>          0800 111 999</p>	
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<p><b>Contact Us</b>  <b>Mapping Enquiries</b>          All areas 0300 112 3333  <b>General Enquiries</b>          All areas 0800 912 3333</p>	<p>100m</p> <p><b>Dig Sites</b> Area:  Line: </p> <p> Low Pressure (LP) 21 bar – 75 bar</p> <p> Medium Pressure (MP) 350 bar – 2 bar</p> <p> Intermediate Pressure (IP) 2 bar – 1 bar</p> <p> High Pressure (HP) 1 bar</p> <p> Change of Diameter</p> <p> End Cap</p> <p> Depth of cover</p> <p> Line/Flow Valve</p> <p> Governor Station</p>	
<p>Date Requested: 10/09/2025          Job Reference: 38645864          Site Location: 384247 219038          Requested by: HQ Jon Guckett          Your Scheme/Reference: 181 Field</p>	<p><b>IMPORTANT NOTICES</b></p> <ul style="list-style-type: none"> <li>This information is given as a guide only and its accuracy cannot be guaranteed</li> <li>The plan only shows those pipes owned by Wales &amp; West Utilities (W&amp;W) as its role as a Licensed Gas Transporter</li> <li>Drains, pipes, valves, syphons, sub-conduits etc. may not be shown but their presence should be anticipated</li> <li>You must use safe digging practices in accordance with PROTECT to establish the actual position of mains, services and other apparatus before any mechanical excavation is used</li> <li>It is your responsibility to ensure this information is provided to all persons working near our plant</li> <li>It is crucial that the W&amp;W dig team on 0300 112 3333</li> </ul> <p><b>Report damage immediately - KEEP EVERYONE AWAY FROM THE AREA</b>  <b>0800 111 333</b></p>	
<p>Scale: 1:1250 (When plotted at A4) <span style="float: right;">© Crown Copyright. The electronically published Ordnance Survey map based on OSMBT, Ordnance Survey, 1996. All Rights reserved. Ordnance Survey. Use not subject to OS Licence.</span></p>		







<b>Project:</b>	Hillfield Gardens Footpath Improvements
<b>Site:</b>	Hillfield Gardens , off London Road, Gloucester

<b>Bill No.</b>	1
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Contractor to complete cells shaded blue  
Refer to drawings and Preliminaries to assist in pricing the proposed works

Item	Unit	Quantity	Rate (£/Unit)	Sum (£)	Notes
<b>Preliminaries</b>					
1					
1.1	Item	1		0	
<b>Works</b>					
2					
2.1	m <sup>2</sup>	525		0	On award of contract, the Authority and the Contractor will agree on site, the exact location and line of footpath.
2.2	m	10		0	Refer to location plan drawing
2.3	item	1		0	Note: The grass seed mix used MUST NOT contain ryegrass. The ground is to be flat and level and prepared for seeding
1.7	no.	1		0	GCC to be supplied with a copy of all waste transfer certificates
<b>Provisional sum</b>					
3.1				1000	<i>This is an obligatory sum that should not be altered and is only to be claimed against in the event of a variation agreed by GCC.</i>

<b>Grand Total</b>	<b>1000</b>
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**Notes**

Contractor not to make any alterations to this document other than completing the cells shaded blue  
# Provisional sum an obligatory sum not to be altered - only to be claimed against in the event of variations agreed with GCC  
Contractor responsible for ensuring that the maths is correct within tabs and between tabs, and that the totals include all the sums entered.

**Preliminaries**

**Hillfield Gardens Footpath Improvements**

**August 2025**

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**JCT 2024 Minor Works Building Contract**

## A10 PROJECT PARTICULARS

### 110 THE PROJECT

- Name: Hillfield Gardens Footpath Improvements
- Nature: Excavation of the existing footpath and construction of new footpath with new edgings and self-binding gravel surface
- Location: Hillfield Gardens, off London Road, Gloucester.
- Length of contract: 4 weeks

### 120 EMPLOYER (CLIENT)

- Name: The Council of the City of Gloucester.
- Address: North Warehouse, the Docks, Gloucester, GL1 2FB.
- Contact: Mark Graham.
- Telephone: 01452 396785
- E-mail: mark.graham@gloucester.gov.uk.

### 130 PRINCIPAL CONTRACTOR (CDM)

- Name: Successful Contractor.
- Address: Successful Contractor.
- Contact: Successful Contractor.
- Telephone: Successful Contractor.
- E-mail: Successful Contractor.

### 140 LANDSCAPE ARCHITECT/ CONTRACT ADMINISTRATOR

- Name: The Council of the City of Gloucester
- Address: North Warehouse, the Docks, Gloucester, GL1 2FB
- Contact: Jon Lockett.
- Telephone: 07709 924394..
- Email: Jonathan.lockett@gloucester.gov.uk

### 150 PRINCIPAL DESIGNER

- Name: The Council of the City of Gloucester
- Address: North Warehouse, the Docks, Gloucester, GL1 2FB
- Contact: Mark Graham.
- Telephone: 01452 396785.
- E-mail: mark.graham@gloucester.gov.uk.

### 200 CONSULTANTS

- Description: Project support and Draughting.
- Name: Jon Lockett Ltd.
- Address: 42 Thomas Stock Gardens, Gloucester. GL4 5GH.
- Telephone: 07709 924394.

## **A11 TENDER AND CONTRACT DOCUMENTS**

### 110 TENDER DRAWINGS

- The tender drawings are: GCC001\_Hillfield Gardens\_Proposed Works\_001

### 120 CONTRACT DRAWINGS

- The Contract Drawings: The same as the tender drawings.

### 160 PRECONSTRUCTION INFORMATION

- Format: Please refer to the PCIP

### 180 OTHER DOCUMENTS

N/A

## A12 THE SITE/ EXISTING BUILDINGS

### 110 THE SITE

- Description: Hillfield Gardens is located to the North of the City Centre in an area known as Kingsholm. This is a predominantly a residential area and with the site having London Road running East and Denmark Road running to the West. There are residential properties around the site and GCH homes adjacent to the London Road entrance. There are also buildings and monuments on the site that are of historical significance.

### 120 EXISTING BUILDINGS ON/ ADJACENT TO THE SITE

- Description: Refer to clause 110.

### 140 EXISTING UTILITIES AND SERVICES

- Drawings: (Information shown is indicative only):
  - Please refer to utility returns

### 200 ACCESS TO THE SITE

- Description: Hillfield Gardens is open all year round to the public for formal and informal leisure and recreational use with gated entrances off London Road and Denmark Road.
- Limitations: The entrances are shared with users of the site so great care must be taken when entering and exiting the site. The gates are to be secured when not in use to prevent unauthorised vehicular access.

### 210 PARKING

- Restrictions on parking of the Contractor's and employees' vehicles: Restrictions on parking of the contractor's and employees' vehicles: All parking restrictions are to be complied with during the works and the contractor is to obtain any permits that may be required during the works. If vehicles are parked within the park they must not be parked in any plant beds or under any tree canopies and not as to cause an obstruction to users of the area.

### 220 USE OF THE SITE

- General: Do not use the site for any purpose other than carrying out the Works.
- Limitations:
  - The contractor's operations are to be confined to the minimum area required to carry out the works, which shall be executed carefully to cause minimum nuisance and inconvenience to other users of the site or adjoining properties
  - No storage of materials will be allowed on the roads or pavements outside the working area.

### 230 SURROUNDING LAND/ BUILDING USES

- General: Adjacent or nearby uses or activities are as follows:
  - All reasonable means shall be used to avoid inconveniencing adjoining land owners and occupiers. No person employed on the works shall be allowed to trespass on the adjoining properties
- The Contractor shall indemnify the Employer against any claims or action for damage on the account of any trespass or other misconduct of the Contractors employees.

### 240 HEALTH AND SAFETY HAZARDS

- General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present:
  - no hazards envisaged.
- Information: The accuracy and sufficiency of this information is not guaranteed by the Employer or the Employer's representative. Ascertain if any additional information is required to ensure the safety of all persons and the Works.
- Site staff: 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.

### 250 SITE VISIT

- Assessment: Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.
- Arrangements for visit:
  - The site is open to the public and therefore no restrictions on visiting the site.

## **A13 DESCRIPTION OF THE WORK**

### **110 PREPARATORY WORK BY OTHERS**

- Works: Carried out under a separate contract and completed before the start of work on site for this Contract.
- N/A

### **120 THE WORKS**

- Description:
  - Excavation of the existing footpath and construction of new footpath with new edgings and self-binding gravel surface

### **130 WORK BY OTHERS CONCURRENT WITH THE CONTRACT**

- Description:
  - The grounds maintenance contractor will continue to maintain the park during the works and this will include the upkeep of the beds and the cutting of the grass

### **140 COMPLETION WORK BY OTHERS**

- Description: N/A

## **A20 JCT MINOR WORK BUILDING CONTRACT (MW)**

### **JCT MINOR WORKS BUILDING CONTRACT**

- The Contract: JCT Minor Works Building Contract 2024 Edition.
- Requirement: Allow for the obligations, liabilities and services described.

### **THE RECITALS**

#### **First - THE WORKS AND THE CONTRACT ADMINISTRATOR**

- The work comprises:
  - Excavation of the existing footpath and construction of new footpath with new edgings and self-binding gravel surface at Hillfield Gardens, Kingsholm.
- Architect/ Contract Administrator: See clause A10/140.

#### **Second - CONTRACT DOCUMENTS**

- Contract drawings: As listed in clause A11/120.  
Contract documents: The following have been prepared which show and describe the work to be done: Work schedule.

#### **Third - PRICED DOCUMENTS**

- Documents to be priced or provided by the Contractor: Work schedules.

### **THE ARTICLES**

#### **4 - ARCHITECT/ CONTRACT ADMINISTRATOR**

- Architect/ Contract Administrator: See clause A10/140.

#### **5 – CDM REGULATIONS - PRINCIPAL DESIGNER AND PRINCIPAL CONTRACTOR**

- Principal Designer: See clause A10/150.
- Principal Contractor: See clause A10/130.

#### **6 – BUILDING REGULATIONS – PRINCIPAL DESIGNER AND PRINCIPAL CONTRACTOR**

- Principal Designer: See clause A10/150.
- Principal Contractor: See clause A10/130.

### **CONTRACT PARTICULARS**

Fourth Recital and the JCT Fluctuation Options (paragraph 1.1, 1.2, 1.5, 1.6, 2.1 and 2.2

#### **- BASE DATE**

- Base date: 2 August 2025

#### **Fourth Recital and clause 4.2 - CONSTRUCTION INDUSTRY SCHEME (CIS)**

- Employer at the Base Date is a 'contractor' for the purposes of the CIS.

#### **Fifth Recital - CDM REGULATIONS**

- The project is not notifiable.

#### **Sixth Recital – FRAMEWORK AGREEMENT**

- Not Applicable

#### **Seventh Recital – SUPPLEMENTAL PROVISIONS**

- Supplemental Provision 1: Health and Safety applies
- Supplemental Provision 2: Cost savings and value improvements applies
- Supplemental Provision 3: Performance Indicators and monitoring does not apply

#### Article 8 - ARBITRATION

- Article 8 and Schedule 1 apply.

#### Clause 1.6.2 – Addresses for services of notices by the Parties

- Employer:
  - Address: See clause A10/120
  - Email Address: Ruth.Saunders@Gloucester.gov.uk
- Contractor:
  - Address: TO BE COMPLETED BY CONTRACTOR
  - Email: TO BE COMPLETED BY THE CONTRACTOR

#### Clause 2.2 - COMMENCEMENT AND COMPLETION

- Works Commencement date: 3 November 2025
- Date for completion: 28 November 2025.

#### Clause 2.8 - LIQUIDATED DAMAGES

- At the rate of £200 per calendar week or pro-rata thereto.

#### Clause 2.10 - RECTIFICATION PERIOD

- Period: 12 months from the date of practical completion.

#### Clause 4.3 and 4.4 - INTERIM PAYMENTS

- Interim Valuation Dates:
  - The first Interim Valuation Date is: 1 month after works commence.
  - Thereafter at intervals of: 1 month.
- Payments due prior to practical completion:
  - Percentage of total value of the work etc.: 95 per cent.
- Payments becoming due on or after practical completion:
  - Percentage of the total amount to be paid: 97½ per cent.

#### Clause 4.4 and 4.9 - FLUCTUATIONS PROVISION

- The following fluctuations provision applies: No fluctuations provision applies.

#### Clause 4.9.1 - SUPPLY OF DOCUMENTATION FOR COMPUTATION OF AMOUNT TO BE FINALLY CERTIFIED

- Period: Three months from the date of practical completion.

#### Clause 5.3 - CONTRACTOR'S PUBLIC LIABILITY INSURANCE - INJURY TO PERSONS OR PROPERTY

- The required level of cover for any one occurrence or series of occurrences arising out of one event:
  - Not less than: £5,000,000.

Clauses 5.4, 5.5 and 5.6 - INSURANCE OF THE WORKS, ETC. - ALTERNATIVE PROVISIONS

- Clause 5.4 applies.
- Where clause 5.4 or 5.5 applies. Percentage to cover professional fees: 15 per cent.
- Where clause 5.6 applies, insurance arrangements – details of the required policy or policies:n/a

Clause 6.2.3.2 – SERVICE OF NOTICES BY EMAIL

- Clause 6.2.3.2 applies
- Employer's email: Ruth.Saunders@gloucester.gov.uk • Contractor's nominee: TO BE COMPLETED BY CONTRACTOR

Clause 7.1 – NOTIFICATION AND NEGOTIATION OF DISPUTES

- The respective nominees of the Parties are
- Employer's nominee: TBC
- Contractor's nominee: TO BE COMPLETED BY CONTRACTOR

Clause 7.3 - ADJUDICATION

- The Adjudicator is: TBC
- Nominating body: Royal Institution of Chartered Surveyors.

Schedule 1 paragraph 2.1 - ARBITRATION

- Appointor of Arbitrator (and of any replacement): President or a Vice president of the: The Royal Institution of Chartered Surveyors.

**THE CONDITIONS**

SECTION 1: DEFINITIONS AND INTERPRETATION

SECTION 2: CARRYING OUT THE WORKS

SECTION 3: CONTROL OF THE WORKS

SECTION 4: PAYMENT

SECTION 5: INJURY, DAMAGE AND INSURANCE

SECTION 6: TERMINATION

SECTION 7: SETTLEMENT OF DISPUTES

EXECUTION

- The Contract: Will be executed as a deed.

## **A30 TENDERING/ SUBLETTING/ SUPPLY**

### **MAIN CONTRACT TENDERING**

#### 110 SCOPE

- General: These conditions are supplementary to those stated in the Invitation to Tender and on the form of tender.

#### 145 TENDERING PROCEDURE

- General: In accordance with NBS Guide to Tendering for Construction Projects.
- Errors: Alternative 2 is to apply.

#### 160 EXCLUSIONS

- Inability to tender: Immediately inform if any parts of the work as defined in the tender documents cannot be tendered.
- Relevant parts of the work: Define those parts, stating reasons for the inability to tender.

#### 170 ACCEPTANCE OF TENDER

- Acceptance: No guarantee is offered that any tender will be recommended for acceptance or be accepted, or that reasons for non acceptance will be given.
- Costs: No liability is accepted for any cost incurred in the preparation of any tender.

#### 190 PERIOD OF VALIDITY

- Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 3 months.
- Date for possession/ commencement: See section A20.

### **PRICING/ SUBMISSION OF DOCUMENTS**

#### 210 PRELIMINARIES IN THE SPECIFICATION

- The Preliminaries/ General conditions sections (A10-A56 inclusive) must not be relied on as complying with SMM7/ NRM2.

#### 250 PRICED DOCUMENTS

- Alterations: Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.
- Measurements: Where not stated, ascertain from the drawings.
- Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender.
- Submit: Within one week of request.

#### 310 TENDER

- General: 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.

#### 500 TENDER STAGE METHOD STATEMENTS

- Method statements: Prepare, describing how and when the following is to be carried out:
  - erection and dismantling of light display on public highways, including ongoing maintenance of the arrays.
- Statements: Submit with the tender.

#### 510 ALTERNATIVE METHOD TENDERS

- General: 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.
- Alternative tenders: 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.
- Safety method statement: 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.
- Full technical data: Submit for each alternative together with details of any consequential amendments to the design and/ or construction of other parts of the Works.

#### 515 ALTERNATIVE TIME TENDERS

- General: In addition to and at the same time as tendering based upon the date or period specified in section A20, an alternative tender based upon a different date for completion or period may be submitted.
- Date for completion: 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.

#### 530 SUBSTITUTE PRODUCTS

- Details: 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 notified at tender stage, may not be considered.
- Compliance: Substitutions accepted will be subject to the verification requirements of clause A31/200.

#### 550 HEALTH AND SAFETY INFORMATION

- Content: Describe the organisation and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.
- Include:
  - A copy of the contractor's 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.
  - The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
- Submit: 1 weeks notice

#### 570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

- Content: Submit the following information within one week of request:
  - Method statements on how risks from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed.
  - Details of the management structure and responsibilities.
  - Arrangements for issuing health and safety directions.
  - Procedures for informing other contractors and employees of health and safety hazards.
  - Selection procedures for ensuring competency of other contractors, the self-employed and designers.
  - Procedures for communications between the project team, other contractors and site operatives.
  - Arrangements for cooperation and coordination between contractors.
  - Procedures for carrying out risk assessment and for managing and controlling the risk.
  - Emergency procedures including those for fire prevention and escape.
  - Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
  - Arrangements for welfare facilities.
  - Procedures for ensuring that all persons on site have received relevant health and safety information and training.
  - Arrangements for consulting with and taking the views of people on site.
  - Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
  - Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
  - Review procedures to obtain feedback.

#### 599 FREEDOM OF INFORMATION

- Records: Retain, make available for inspection and supply on request information reasonably required to allow response to requests made under the provisions of the Freedom of Information Act.
- Determination: Submit requests received. Do not supply information to anyone other than the project participants without express written permission.
- Confidentiality: Maintain at all times.

## A31 PROVISION, CONTENT AND USE OF DOCUMENTS

### DEFINITIONS AND INTERPRETATIONS

#### 110 DEFINITIONS

- Meaning: Terms, derived terms and synonyms used in the preliminaries/ general conditions and specification are as stated therein or in the appropriate British Standard or British Standard glossary.

#### 120 COMMUNICATION

- Definition: Includes advise, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.
- Format: In writing to the person named in clause A10/140 unless specified otherwise.
- Response: Do not proceed until response has been received.

#### 130 PRODUCTS

- Definition: Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation in the Works.
- Includes: Goods, plant, materials, site materials and things for incorporation into the Works.

#### 135 SITE EQUIPMENT

- Definition: All appliances or things of whatsoever nature required in or about the construction for completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.
- Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.

#### 140 DRAWINGS

- Definitions: To BSRIA BG 6 A design framework for building services. Design activities and drawing definitions.
- CAD data: In accordance with BS 1192.

#### 145 CONTRACTOR'S CHOICE

- Meaning: Selection delegated to the Contractor, but liability to remain with the specifier.

#### 155 SUBMIT PROPOSALS

- Meaning: Submit information in response to specified requirements.

#### 160 TERMS USED IN SPECIFICATION

- *Remove*: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.
- *Fix*: Receive, unload, handle, store, protect, place and fasten in position and disposal of waste and surplus packaging including all labour, materials and site equipment for that purpose.
- *Supply and fix*: As above, but including supply of products to be fixed. All products to be supplied and fixed unless stated otherwise.
- *Keep for reuse*: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer/ Purchaser or for use in the Works as instructed.
- *Make good*: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- *Replace*: Supply and fix new products matching those removed. Execute work to match original new state of that removed.
- *Repair*: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- *Refix*: Fix removed products.
- *Ease*: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.
- *Match existing*: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.
- *System*: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.

#### 170 MANUFACTURER AND PRODUCT REFERENCE

- *Definition*: When used in this combination:
  - *Manufacturer*: The firm under whose name the particular product is marketed.
  - *Product reference*: The proprietary brand name and/ or reference by which the particular product is identified.
- *Currency*: References are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender.

#### 200 SUBSTITUTION OF PRODUCTS

- *Products*: If an alternative product to that specified is proposed, obtain approval before ordering the product.
- *Reasons*: Submit reasons for the proposed substitution.
- *Documentation*: Submit relevant information, including:
  - manufacturer and product reference;
  - cost;
  - availability;
  - relevant standards;
  - performance;
  - function;
  - compatibility of accessories;
  - proposed revisions to drawings and specification;
  - compatibility with adjacent work;
  - appearance;
  - copy of warranty/ guarantee.
- *Alterations to adjacent work*: If needed, advise scope, nature and cost.
- *Manufacturers' guarantees*: If substitution is accepted, submit before ordering products.

## 210 CROSS REFERENCES

- Accuracy: Check remainder of the annotation or item description against the terminology used in the section or clause referred to.
- Related terminology: Where a numerical cross-reference is not given the relevant sections and clauses of the specification will apply.
- Relevant clauses: Clauses in the referred to specification section dealing with general matters, ancillary products and execution also apply.
- Discrepancy or ambiguity: Before proceeding, obtain clarification or instructions.

## 220 REFERENCED DOCUMENTS

- Conflicts: Specification prevails over referenced documents.

## 230 EQUIVALENT PRODUCTS

- Inadvertent omission: Wherever products are specified by proprietary name the phrase 'or equivalent' is to be deemed included.

## 240 SUBSTITUTION OF STANDARDS

- Specification to British Standard or European Standard: Substitution may be proposed complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK.
- Before ordering: Submit notification of all such substitutions.
- Documentary evidence: Submit for verification when requested as detailed in clause A31/200. Any submitted foreign language documents must be accompanied by certified translations into English.

## 250 CURRENCY OF DOCUMENTS AND INFORMATION

- Currency: References to published documents are to the editions, including amendments and revisions, current on the date of the Invitation to Tender.

## 260 SIZES

- General dimensions: Products are specified by their co-ordinating sizes.
- Timber: Cross section dimensions shown on drawings are:
  - Target sizes as defined in BS EN 336 for structural softwood and hardwood sections.
  - Finished sizes for non-structural softwood or hardwood sawn and further processed sections.

### **DOCUMENTS PROVIDED ON BEHALF OF THE EMPLOYER**

## 410 ADDITIONAL COPIES OF DRAWINGS/ DOCUMENTS

- Additional copies: Issued free of charge.

## 410 ADDITIONAL COPIES OF DRAWINGS/ DOCUMENTS

- Additional copies: Issued on request and charged to the Contractor.

## 440 DIMENSIONS

- Scaled dimensions: Do not rely on.

## 450 MEASURED QUANTITIES

- Ordering products and constructing the Works: The accuracy and sufficiency of the measured quantities is not guaranteed.
- Precedence: The specification and drawings shall override the measured quantities.

## 460 THE SPECIFICATION

- Coordination: All sections must be read in conjunction with Main Contract Preliminaries/ General conditions.

## **DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS**

### **630 TECHNICAL LITERATURE**

- Information: Keep on site for reference by all supervisory personnel:
  - Manufacturers' current literature relating to all products to be used in the Works.  
Relevant British, EN or ISO Standards.

### **640 MAINTENANCE INSTRUCTIONS AND GUARANTEES**

- Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.
- Information location: In Building Manual.
- Emergency call out services: Provide telephone numbers for use after completion. Extent of cover: Full 24 hour call out required.

## **A32 MANAGEMENT OF THE WORKS**

### **GENERALLY**

#### **110 SUPERVISION**

- General: Accept responsibility for coordination, supervision and administration of the Works, including subcontracts.
- Coordination: Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for coordination of the work.

#### **118 FREIGHT VEHICLE SAFETY REQUIREMENTS**

- Vehicle equipment: Ensure that all freight vehicles have the following:
  - Audible alert to other road users to the planned movement of the vehicle when the vehicle's indicators are in operation.
  - Prominent signage at the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
  - Properly adjusted class VI mirror/s or Fresnel lens to eliminate the near side blind spot.
  - Side under run guards.
- Driver training:
  - Drivers must be trained on vulnerable road user safety through an approved course and hold a current valid Certificate of Competence.
  - Drivers must have a valid driving licence and be legally able to drive the vehicle.

#### **120 INSURANCE**

- Documentary evidence: Before starting work on site submit details, and/ or policies and receipts for the insurances required by the Conditions of Contract.

#### **130 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 A10/140 and the Insurers.
- Failure to notify: Indemnify the Employer against any loss, which may be caused by failure to give such notice.

### **PROGRAMME/ PROGRESS**

#### **210 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
  - Sequence of works so that users of the park can be notified when sections of path will be out of use.
- Submit with tender.

#### **245 START OF WORK ON SITE**

- Notice: Before the proposed date for start of work on site give minimum notice of 1 week

#### **250 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 minimize any delay and to recover any lost time.
- Key Performance Indicators:
  - Details: N/A

260 SITE MEETINGS

- General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
- Frequency: weekly
- Location: according to program.

280 PHOTOGRAPHS

- Number of locations: As works are progressing
- Frequency of intervals: Daily progress
- Image format: \_JPEG
- Number of images from each location: 1

290 NOTICE OF COMPLETION

- Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works.
- Associated works: Ensure necessary access, services and facilities are complete.
- Period of notice (minimum): 1 week.

310 EXTENSIONS OF TIME

- Notice: When a notice of the cause of any delay or likely delay in the progress of the works is given under the contract, written notice must also be given of all other causes which apply concurrently.
- Details: As soon as possible submit:
  - Relevant particulars of the expected effects, if appropriate, related to the concurrent causes.
  - An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion.
  - All other relevant information required.

**CONTROL OF COST**

420 REMOVAL/ REPLACEMENT OF EXISTING WORK

- Extent and location: Agree before commencement.
- Execution: Carry out in ways that minimize the extent of work.

430 PROPOSED INSTRUCTIONS

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

440 MEASUREMENT

- Covered work: Give notice before covering work required to be measured.

450 DAYWORK VOUCHERS

- Before commencing work: Give reasonable notice to person countersigning day work vouchers.
- Content: Before delivery each voucher must be:
  - Referenced to the instruction under which the work is authorised.
  - Signed by the Contractor's person in charge as evidence that the operatives' names, the time daily spent by each and the equipment and products employed are correct.
- Submit: By the end of the week in which the work has been executed.

470 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.

## A33 QUALITY STANDARDS/ CONTROL

### STANDARDS OF PRODUCTS AND EXECUTIONS

#### 110 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.
- Contract documents: Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.

#### 120 WORKMANSHIP SKILLS

- Operatives: Appropriately skilled and experienced for the type and quality of work.
- Registration: With Construction Skills Certification Scheme.
- Evidence: Operatives must produce evidence of skills/ qualifications when requested.

#### 130 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.

#### 135 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.

#### 140 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.

#### 150 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.

#### 160 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.

#### 170 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.
- Agrément certified products: Comply with limitations, recommendations and requirements of relevant valid certificates.

### **ACCURACY/ SETTING OUT GENERALLY**

#### 320 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.

#### 330 APPEARANCE AND 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.
- General tolerances (maximum): To BS 5606, tables 1 and 2.

#### 360 RECORD DRAWINGS

- Site setting out drawing: Record details of all grid lines, setting-out stations, benchmarks and profiles. Retain on site throughout the contract and hand over on completion.

### **SERVICES GENERALLY**

#### 410 SERVICES REGULATIONS

- New or existing services: Comply with the Byelaws or Regulations of the relevant Statutory Authority.

#### 445 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.

#### 530 OVERTIME WORKING

- Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done.
  - Minimum period of notice: 1 day
- Concealed work: If executed during overtime for which notice has not been given, it may be required to be opened up for inspection and reinstated at the Contractor's expense.

#### 540 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.

#### 560 TESTS AND INSPECTIONS

- Timing: Agree and record dates and times of tests and inspections to enable all affected parties to be represented.
- Confirmation: One working day prior 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.

#### 610 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.

### **WORK AT OR AFTER COMPLETION**

#### 710 WORK BEFORE COMPLETION

- General: Make good all damage consequent upon the Works.
  - 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 methods: As recommended by manufacturers 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, windows, drawers, ironmongery, appliances, valves and controls.

#### 720 SECURITY AT COMPLETION

- General: Leave the Works secure with, where appropriate, all accesses closed and locked.
- Keys: Account for and adequately label all keys and hand over to Employer with itemized schedule, retaining duplicate schedule signed by Employer as a receipt.

#### 730 MAKING GOOD DEFECTS

- Remedial work: Arrange access with Employer.
- Rectification: Give reasonable notice for access to the various parts of the Works.
- Completion: Notify when remedial works have been completed.

## **A34 SECURITY/ SAFETY/ PROTECTION**

### **SECURITY, HEALTH AND SAFETY**

#### **120 EXECUTION HAZARDS**

- Common hazards: Not listed. Control by good management and site practice.
- Significant hazards: The design of the project includes the following:
  - Hazard: Access to works by members of the public, lifting operations, use of mechanical plant and machinery.
  - Precautions assumed: Proper management of workplace

#### **130 PRODUCT HAZARDS**

- Hazardous substances: Site personnel levels must not exceed occupational exposure standards and maximum exposure limits stated in the current version of HSE document EH40: Workplace Exposure Limits.
- Common hazards: Not listed. Control by good management and site practice.

#### **150 SECURITY**

- Protection: 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 unauthorized access to the site, the Works and adjoining property.
- Special requirements: Pedestrian access to area.

#### **160 STABILITY**

- Responsibility: Maintain the stability and structural integrity of the Works and adjacent structures during the Contract.
- Design loads: Obtain details, support as necessary and prevent overloading.

#### **210 EMPLOYER'S REPRESENTATIVES SITE VISITS**

- Safety: Submit details in advance, to the Employer or the person identified in clause A10/140, 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 and/ or equipment: Provide and maintain on site for the Employer and the person stated in clause A10/140 and other visitors to the site.

#### **220 WORKING PRECAUTIONS/ RESTRICTIONS**

- Hazardous areas: Operatives must take precautions as follows:
  - Work area: Footpaths and users of the site.
  - Precautions: Protect members of the public from works.

### **PROTECT AGAINST THE FOLLOWING**

#### **360 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.

#### **380 FIRE PREVENTION**

- Duty: Prevent personal injury or 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 Construction Industry Publications and The Fire Protection Association (The 'Joint Fire Code').

#### **390 SMOKING ON SITE**

- Smoking on site: Not permitted.

## **PROTECT THE FOLLOWING**

### **510 EXISTING SERVICES**

- Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.
- Identification: Before starting work, check and mark positions of utilities/ 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;
  - 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 or protective covers: Replace, if disturbed during site operations, to service authority's/ statutory undertakers recommendations.

### **520 ROADS AND FOOTPATHS**

- Duty: Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.
- Damage caused by site traffic or otherwise consequent upon the Works: Make good to the satisfaction of the Employer, Local Authority or other owner.

### **530 EXISTING TOPSOIL/ SUBSOIL**

- Duty: Prevent over compaction of existing topsoil and subsoil in those areas which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the Works.
- Protection: Before starting work submit proposals for protective measures.

### **540 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.

### **550 RETAINED TREES**

- Protected area: Unless agreed otherwise do not:
  - Dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within an area which is the larger of the branch spread of the tree or an area with a radius of half the tree's height, measured from the trunk.
  - Sever roots exceeding 25 mm in diameter. If unintentionally severed give notice and seek advice.
  - Change level of ground within an area 3 m beyond branch spread.

### **555 WILDLIFE SPECIES AND HABITATS**

- General: Safeguard the following: A habitat and species survey has been undertaken and the report is included as part of the tender information .
- Protected habitats and species: Upon discovery immediately advise. Do not proceed until instruction is received.
- Education: Ensure employees and visitors to the site receive suitable instruction and awareness training.

### **560 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.
- Special requirements: none.

### **610 ESPECIALLY VALUABLE/ VULNERABLE ITEMS**

- Protection: Ensure provision and maintenance of special protective measures to prevent damage to the following:
  - Trees, vegetation and landscaped areas that are to remain as part of the proposed works -
  - Footways and footpaths that are to remain as part of the proposed works.
- Method statement: Submit within one week of request describing special protection to be provided.

#### 625 ADJOINING PROPERTY RESTRICTIONS

- Precautions:
  - Prevent trespass of workpeople and take precautions to prevent damage to 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.

#### 630 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 and BS EN 12812.

#### 640 MATERIALS FOR RECYCLING/ REUSE

- Duty: Sort and prevent damage to stated products or materials, clean off bedding and jointing materials and other contaminants.
- Storage: Stack neatly and protect until required by the Employer or for use in the Works as instructed.

## **A35 SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMING**

### **130 METHOD/ SEQUENCE OF WORK**

- Specific Limitations: Include the following in the programme:
  - Works to be carried out to minimise disruption to public and users of the site
  - The existing access points are to remain open and the works undertaken in these areas in a manner to maintain access.

### **170 WORKING HOURS**

- Specific limitations:
  - Monday to Friday 8:00am to 17:00pm
  - Saturday 8:00am to 13:00pm
  - Works outside of these hours may be granted by prior arrangement

### **180 PARTIAL POSSESSION**

- General: Where the Employer is to take possession of any part of the Works and such part will, after its practical completion, depend for its adequate functioning on work located elsewhere on the site: Complete such other work in time to permit such possession to take place.
- Remainder of the Works: During execution, ensure that completed parts of the Works have continuous and adequate provision of services, fire precautions, means of escape and safe access

## **A36 FACILITIES/ TEMPORARY WORK/ SERVICES**

### **GENERALLY**

#### **110 SPOIL HEAPS, TEMPORARY WORKS AND SERVICES**

- Location: Give notice and details of intended siting.
- Maintenance: Alter, adapt and move as necessary. Remove when no longer required and make good.

### **ACCOMMODATION**

#### **230 TEMPORARY ACCOMMODATION**

- Proposals for temporary accommodation and storage for the Works: Submit two weeks prior to starting on site.
- Details to be included: Type of accommodation and storage, its siting and the programme for site installation and removal.

### **TEMPORARY WORKS**

#### **330 TEMPORARY PROTECTION TO EXISTING TREES/ VEGETATION**

- Temporary protection: Provide before starting work in locations shown on drawing TP01.
- Protective barriers and any other relevant physical protection measures: To BS 5837.
- Design details of the proposed physical means of protection: BS5837.
- Areas of structural landscaping to be protected from construction operations: The existing bridges and their abutments are to be protected from damage during the works
- Integrity of protection: Maintain for the duration of the Works. Remove on completion of the works and make good disturbed area.

#### **340 NAME BOARDS/ ADVERTISEMENTS**

- General: Obtain approval, including statutory consents, and provide a temporary name board displaying: Permission to be obtained from the Client

### **SERVICES AND FACILITIES**

#### **430 WATER**

- Supply: Clean fresh water for the execution of the Works.
- Approval: Obtain before using a supply other than potable mains water.

#### **435 WATER RESTRICTIONS**

- Emergency legislation: If the water supply is or is likely to be restricted inform without delay and ascertain the availability of water from alternative sources.
- Suitability: Check pH value of water from the new source and ensure that it is suitable for the plants/ soil/ turf being watered.
- Cost: no extra payment will be instructed.

#### **440 TELEPHONES**

- Direct communication: As soon as practicable after the Date of Possession provide the Contractor's person in charge with a mobile telephone.

#### **550 THERMOMETERS**

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

## **A37**

### **OPERATION/ MAINTENANCE OF THE FINISHED WORKS**

#### **120 THE HEALTH AND SAFETY INFORMATION**

- Content: Obtain and provide the following information Health and Safety File including
  - location of underground services encountered
  - groundwork information including depth of fill and any unusual ground conditions encountered.
  - any specialist treatments undertaken and chemicals used.
- Submit:
  - To: Contract Administrator.
  - Number of copies: 1 electronic copy.
  - No later than: 2 weeks following issuing of substantial completion.

**SCHEDULE 2 QUOTE SUBMISSION**



Venturer Construction Ltd

# Tender Assessment Details

T 01452 750 001

E [Info@venturerconstruction.co.uk](mailto:Info@venturerconstruction.co.uk)

W [www.venturerconstruction.co.uk](http://www.venturerconstruction.co.uk)



**The Building Safety Group**

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F. Tree Protection Layout

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# Schedule of Rates

<b>Project:</b>	Hillfield Gardens Footpath Improvements
<b>Site:</b>	Hillfield Gardens , off London Road, Gloucester

<b>Bill No.</b>	1
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Contractor to complete cells shaded blue  
Refer to drawings and Preliminaries to assist in pricing the proposed works

Item	Unit	Quantity	Rate (£/unit)	Sum (£)	Notes
<b>Preliminaries</b>					
1					
1.1	Item	1	3650	3650	
2					
<b>Works</b>					
2.1	m <sup>2</sup>	525	57.9	26694	On award of contract, the Authority and the Contractor will agree on site, the exact location and line of footpath.
2.2	m	10	42	420	Refer to location plan drawing
2.3	item	1	940	640	Note: The grass seed mix used MUST NOT contain ryegrass. The ground is to be flat and level and prepared for seeding
1.7	no.	1	2560	2560	GCC to be supplied with a copy of all waste transfer certificates
<b>3</b>					
3.1				1000	This is an obligatory sum that should not be altered and is only to be claimed against in the event of a variation agreed by GCC.

<b>Grand Total</b>	34964
<b>PRICE EXCLUDING VAT</b>	

**Notes**

Contractor not to make any alterations to this document other than completing the cells shaded blue  
# Provisional sum an obligatory sum not to be altered - only to be claimed against in the event of variations agreed with GCC  
Contractor responsible for ensuring that the maths is correct within tabs and between tabs, and that the totals include all the sums entered.

# Tender Assessment Details

*\*Please update as necessary*

## Annex II: Form of Tender

Dear Sir or Madam

### Form of Tender

\*I/We, the undersigned, tender and offer to provide the Contract as listed below, which is more particularly referred to in the Request for Quotation supplied to \*me/us for the purpose of tendering for the provision of the Contract and on the terms of the draft Contract.

**Note:** If Suppliers do not provide a completed Form of Tender, this may result in the response being treated as non-compliant and therefore rejected.

\*I/We confirm that \*I/we can supply the contract as specified in our Tender and in accordance with the financial model response submitted.

Please include the details below of the whole life costs inclusive of VAT

£41 956.80 and in words *forty one thousand nine hundred and fifty six pounds and eighty pence*

\*I/We confirm that we accept the terms of the draft Contract as issued with the Request for Quotation.

\*I/We understand that the Council reserves the right to accept or refuse this Tender in accordance with the Procurement Act 2023 and/or the Request for Quotation.

\*I/We confirm that all information supplied to the Council and forming part of this Tender and any previous submissions is true and accurate.

\*I/We confirm that \*I/we the Supplier, together with all Associated Suppliers:

- are registered on the Central Digital Platform.
- have ensured our information contained on the Central Digital Platform is true and accurate.

\*I/We confirm that this Tender will remain valid for a minimum of 180 days from the date of this Form of Tender or until any procurement challenge/s have been resolved.

\*I/We confirm that \*I/we are authorised to commit ourselves and where applicable all Associated Suppliers to the contractual obligations contained in our Tender and the draft Contract.

\*I/We understand that non-compliance with the requirements of the Request for Quotation or with any other instructions given by the Council may lead to \*me/us being excluded by the Council from participation in the Procurement.

Closed – Request for Quotation

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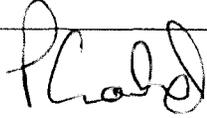
## 10. Tender Assessment Details - to be completed

Question No	Minimum Requirements	Response Criteria
1	What is your name? (supplier name)	Venturer Construction Ltd
2	Suppliers must be registered on the central digital platform (CDP). Please indicate by selecting Yes or No to confirm whether you/your organisation is registered.	YES
	What is your central digital platform unique identifier?	<b>CDP Completed no UI issued</b>
3	Please confirm if you are bidding as a single supplier (with or without sub-contractors) or as part of a group or consortium.	Single Supplier
	If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract), please provide:	
	a. the name of the group/consortium	N/A
	b. the proposed structure of the group/consortium, including the legal structure where applicable	N/A
	c. the name of the lead member in the group/consortium	N/A
	d. your role in the group/consortium (e.g. lead member, consortium member, sub-contractor)	N/A
4	Are you or any persons/organisations identified to deliver these services detailed on Central Governments debarment list?	No
	<b>Insurance</b>	<b>Attached</b>

	<p>Please confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below:</p> <ul style="list-style-type: none"> <li>• Employer's (Compulsory) Liability Insurance* = £10 million</li> <li>• Public Liability Insurance = £5 million</li> </ul> <p>*There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information:  <a href="http://www.hse.gov.uk/pubns/hse39.pdf">http://www.hse.gov.uk/pubns/hse39.pdf</a></p>	
	<p><b>Health and Safety</b></p> <p>Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the contract (including risks from the use of contractors, where relevant).</p>	<p><b>Attached</b></p>

\*I/We agree that the Council may disclose the Supplier's information/documentation (submitted to the Council during this Procurement) more widely within government for the purpose of ensuring effective cross-government procurement processes, including value for money and related purposes.

**Signature** (please note that electronic signatures are accepted)



Full Name of Signatory

PAUL GOULD

Position/Role of Signatory

MANAGING DIRECTOR

Lead Supplier Name

VENTURER CONSTRUCTION LIMITED

Associated Suppliers (where applicable)

Please confirm, by inserting 'Yes' that you have the necessary permissions and authority to include and act upon the Associated Suppliers above (where applicable)

Yes

Date of Signature

15<sup>th</sup> October 2025

## **Annex III - Certificate of non-collusion and non-canvassing**

### **Statement of non-canvassing**

I/we hereby certify that I/we have not canvassed any councillor, official, representative or adviser of the Council in connection with this Procurement and the proposed award of the contract by the Council, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act. I/we agree that the Council may, in consideration of our tender, and in any subsequent actions, rely on the statements made in this certificate.

I/we further hereby undertake that I/we will not canvass any councillor, official, representative or adviser of the Council in connection with the Procurement and/or award of the contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

### **Statement of non-collusion**

The Council must receive bona fide competitive tenders from all Suppliers.

In recognition of this requirement, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer or the price in accordance with any agreement or arrangement with any other person (except any Associated Supplier identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time during the Procurement or, in the event of my/our final tender being successful, during the term of the contract, any of the following acts:

1. communicate to any person, other than the Council, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence was essential to obtain insurance premium quotations required for its preparation
2. enter into any agreement or agreements with any other person that they shall refrain from participating in the tendering process carried out by the Council or as to the amount of any offer submitted by them during this process
3. cause or induce any person to enter into such an agreement as is mentioned in paragraph 2 above or to inform us of the amount or the approximate amount of any other tender for the contract
4. commit any offence under the Bribery Act 2010
5. offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other tender or proposed tender for the performance of the contract

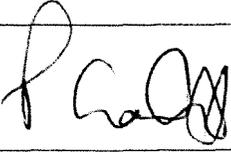
In this certificate, the word 'person' includes any person, body or association, corporate or incorporate and 'agreement' includes any arrangement whether formal or informal and whether legally binding or not.

Closed - Request for Quotation

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I/we agree that the Council may, in its consideration of the tender and in any subsequent actions, rely on the statements made in this Certificate.

**Signature**



**Name (print)**

Paul Gould

**Position**

Managing Director

**Supplier name**

Venturer Construction Ltd

**Date**

15<sup>th</sup> October 2025

## Annex IV: Commercially Sensitive Information

This appendix should be read in conjunction with the relevant paragraphs relating to freedom of information (FOIA) and environmental information (EIR) in the Procurement terms and conditions.

I declare that I wish the following information to be designated as commercially sensitive:

N/A

The reason(s) it is considered that this information should be exempt under FOIA and EIR is:

N/A

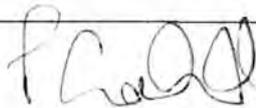
The period of time for which it is considered this information should be exempt is:

N/A

Supplier to amend as appropriate [until award of contract OR during the period of the contract OR for a period of [number] years until [month], [year]].

N/A

Signature



Name (print)

Paul Gould,

**Position**

MANAGING DIRECTOR.

**Supplier name**

VENTURER CONSTRUCTION LTD

**Date**

15<sup>th</sup> OCTOBER, 2025

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## Annex V – Conflict of Interest Declaration Form

Unique identifier <sup>1</sup> (UI) number	CDP COMPLETE - NO UI ISSUED
Procurement/contract title/ref number (if different to UI number)	GLoucester City Council HILLFIELD GARDENS - FOOTWAY IMPROVEMENTS
Contracting Authority name	GLoucester City Council
Individual name	PAUL GOULD
Organisation and team	VENTURER CONSTRUCTION LTD
Authorised Individual(s)	PAUL GOULD

### PART ONE

#### Statements

1. I acknowledge that my official duties require me to have access to documents or data relating to the above procurement, and that in carrying out my duties I may be in a position to influence the procurement process.
2. I understand that I am under a duty to disclose details of any conflicts of interest, whether actual, potential or perceived, and that I may be required to take steps to mitigate such conflicts.
3. I understand that the details of any conflict of interest I may have (whether actual, potential or perceived, and any steps taken to mitigate this conflict) may<sup>2</sup> be recorded

<sup>1</sup> Unique identifier is the globally unique (OCID) number generated by the central digital platform

<sup>2</sup> The [Procurement Act 2023 guidance](#), on conflicts of interest, outlines when Contracting Authorities must prepare a conflicts assessment (though Contracting Authorities may also opt to use a Conflicts Assessment for other procurements).

within a conflicts assessment and that my interests will be kept under review (as required). I also understand that the conflicts assessment may be disclosed to a third party in the event that any investigations and/or proceedings are brought against the Contracting Authority in respect of the above procurement.

4. In carrying out my duties, I am aware that I will have access to confidential documents or data and that unauthorised disclosure of information could damage the integrity of the procurement and that transmission or revelation of such information to unauthorised persons will subject me to disciplinary action.
5. I will not divulge, publish or reveal by word, conduct, or any other means such information or knowledge, except as necessary to do so in the performance of my official duties related to this procurement and in accordance with the laws of the United Kingdom. Otherwise, I will need special authorisation in writing in each and every case by an **“Authorised Individual”**<sup>3</sup> of the Contracting Authority.
6. If at any time during the procurement my participation might result in an actual, potential or perceived conflict of interest, or my circumstances change in respect of an interest already disclosed, I will immediately report the circumstances to the appropriate Authorised Individual.

#### **Individual declaration (choose from Declaration A or Declaration B)**

Please consider any interests relevant to the procurement. An “interest” includes a personal, professional or financial interest and may be direct or indirect.

- An **‘actual conflict of interest’** exists where there is a conflict of interest now.
- A **‘potential conflict of interest’** exists where a conflict of interest will arise in **future** if certain circumstances occur.
- A **‘perceived conflict of interest’** exists where there are circumstances which the Contracting Authority considers likely to **cause a reasonable person to wrongly believe there to be a conflict or potential conflict of interest.**<sup>4</sup>

Check the box that applies:

---

<sup>3</sup> An “Authorised Individual” is any person(s) to whom management has been delegated (for example from an accounting officer) to be responsible for managing the disclosure of procurement information and conflicts of interest. For example, this may be a Commercial Officer, Manager or Lead.

<sup>4</sup> It is the Individual’s responsibility to consider whether there may be any circumstances which the Contracting Authority should be made aware of that may amount to a perceived conflict of interest.

**Declaration A (if no conflicts of interest)**

By signing this Form, I declare that:

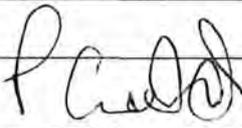
- a. I have read, understand and accept the Statements above.
- b. I confirm that there are no conflicts of interest of any nature which are relevant to this procurement; and
- c. if any actual, potential or perceived conflicts of interest arise in the future, I will inform an Authorised Individual immediately.

**Declaration B (if actual, potential or perceived conflicts of interest exist)**

By signing this Form, I declare that:

- a. I have read, understand and accept the Statements above.
- b. I confirm that I have declared any conflicts of interest of any nature relevant to the above procurement in the table below.
- c. I will carry out any agreed mitigations as may be set out in Part Two of this Form, in consultation with the Authorised Individual; and,
- d. if any other actual, potential or perceived conflicts of interest arise in the future, or if my circumstances in respect of the interests identified below change, I will inform an Authorised Individual immediately.

Name	PAUL GOULD
------	------------

Signature	
-----------	---

Date	15 <sup>th</sup> October 2025
------	-------------------------------

**My actual, potential or perceived conflict(s) of interest:**

**Interest(s) identified in Part One**

1.

2.

3.

\*Add or delete rows as required

**PART TWO**

**Conflict of Interest Mitigations**

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**Agreed mitigations include:**

Interest(s) identified in Part One	Supplier(s) impacted	Details of Agreed Mitigations (steps taken or will be taken)
4.		
5.		
6.		

**Declaration**

Upon discussion with the Individual in respect of the Interests identified in Part One, I consider that:

- A) **Mitigations are sufficient** and therefore [INSERT INDIVIDUAL]'s role in the procurement will be [BRIEF DESCRIPTION OF ROLE].  
or,
- B) **Mitigations are not sufficient** and therefore [INSERT INDIVIDUAL] will not have a role in the procurement.

**Authorised Individual/s**

By signing this Form, I confirm that the interests identified in Part One have been or will be mitigated. Any steps taken or that will be taken in the future are detailed in Part Two.

Name	PAUL GOUND
Job title	Managing Director
Signature	
Organisation and team	Venturer Construction Ltd.
Date	15 <sup>th</sup> October, 2025

## Annex - Guidance Notes

This form should be considered a live document and should be routinely updated throughout key stages of the commercial lifecycle of a procurement (including the planning, assessment and contract award, contract management and contract termination or expiry stages).

This Declaration Form is intended to identify conflicts and potential conflicts of interest relating to an "Individual" involved in a procurement. This is to help ensure the procurement's integrity and that suppliers are treated fairly.

Guidance on the Procurement Act 2023 conflicts of interest requirements can be found here. For procurements not covered by the Procurement Act, this form may still be used as good practice.

"Procurement" in this Form refers to all stages of a procurement, including:

- a) the award and entry into a contract; and,
- b) the management of a contract, including any modifications and up until contract expiry or termination.

Individuals must avoid placing themselves in a position where there is an actual or potential conflict between their personal, professional or financial interests and their official duties regarding the procurement, whether directly or indirectly, and where a conflict might be unavoidable, disclose this interest to an Authorised Individual. Furthermore, Individuals should be aware that circumstances that may give rise to a perceived conflict should be discussed with an Authorised Individual to reduce the risk of this impacting the procurement. Individuals must also comply with internal policy relating to gifts, hospitality and conflicts of interest at all times.

Examples of conflicts of interest may include, but are not restricted to:

- if you are a current or previous employee of a supplier, or have a member of your family, your partner (married, civil partnership or not), your siblings, your children, or any close personal or professional relationships that are an employee of a supplier, that is likely to be interested in taking part in the relevant procurement.
- if you, or a member of your family/friends (as set out above), has a financial interest in a supplier that is seeking to do business with the Contracting Authority.

**This is a non-exhaustive list of examples, and it is your responsibility to ensure that any, and all actual, potential or perceived conflicts are disclosed prior to you being involved in the procurement.**

If you are unsure whether your current or previous relationship or involvement with a supplier that is seeking to do business with the Contracting Authority constitutes a conflict of interest, you should seek advice from an Authorised Individual within your organisation.

This form also includes a requirement for individuals involved in the procurement to treat information (including but not restricted to bid documents, supplier evaluations etc.) with the appropriate level of confidentiality, and not make any unauthorised disclosures of this information.

**Declaration A** should be signed if there are no actual, potential or perceived conflicts of interest.

**Declaration B** should be signed if there are actual, potential or perceived conflicts of interest. The conflicts of interest and mitigations must be stated, as must the role that the individual will be carrying out (where appropriate) within the procurement. An Authorised Individual must also sign Part Two to confirm that they accept that appropriate mitigations have been put in place.

### **Individual and Authorised Individual**

An **Individual** is any person(s), acting for or on behalf of a Contracting Authority (or a Minister) where those individual influences a decision made by or on behalf of a Contracting Authority in relation to a procurement.

By way of example, this could include (but is not limited to) any of the following individuals:

the project management team, the senior responsible officer, the budget holder, the commercial director, members of the management board, commercial staff, specification writers, people who will assess tenders, contractors, external experts, private sector secondees and consultants, non-executive board members, special advisers, private office employees and Ministers.

If conflicts of interest arise during the commercial lifecycle, an Authorised Individual must be notified immediately. Any disclosure of procurement information without written approval from an Authorised Individual will be considered a breach of this agreement.

An **Authorised Individual** is any person(s) to whom management has been delegated (for example from an accounting officer) to be responsible for managing the disclosure of procurement information and conflicts of interest. For example, this may be a Commercial Officer, Manager or Lead.

# Health & Safety Policy Statement

## Health and Safety Statement

It is the policy of Venturer Construction to take all practicable steps to safeguard the health, safety and welfare of all employees and other persons arising from work activities.

I will provide adequate and proper facilities to safeguard the health and safety of employees and will maintain close co-operation with clients, subcontractors suppliers and other persons as appropriate to reduce inherent risks to an absolute minimum.

Employees and subcontractors will be encouraged to co-operate with the management of the Company in the promotion of the Safety Policy and the Company Safety Rules.

Each employee is reminded that he has a legal responsibility not to endanger himself or others by his acts or omissions whilst at work.

The Management have the final responsibility for any matter affecting health and safety, including a responsibility for the provision of Safety Training. The Building Safety Group has been delegated to act in a coordinating role for all safety and related issues.

I am committed to the continuing development of all members of staff and wish to emphasise the importance the Company place on Health and Safety training.

It is of particular importance that all employees involve themselves in matters relating to health and safety, by the very nature of the operations of the Company and in those situations which appear to have a high risk, reasoned reporting to their supervisor is encouraged. This active involvement refers to equipment, tools, working practices and conditions. All constructive suggestions will be actioned to continue our commitment to health and safety, quality of service and customer satisfaction.

All employees are responsible for ensuring that all accidents are reported to the office and that the relevant details are entered into the Accident Book the day the accident occurs or as soon as practical the next working day. This includes Dangerous Occurrences which must be similarly reported. An Accident Report Form will be carried by all supervisors.

The Company Safety Policy will be reviewed annually and following changes in legislation or a change to the Company Policy.

Signed: P Gould  
Managing Director

5<sup>th</sup> August, 2025

# Tender Program

ID	Task Name	19 Oct '25	26 Oct '26	02 Nov '25	09 Nov '25	16 Nov '25	23 Nov '25	30 Nov '25
1	<b>Construction</b>							
2	Mobilisation - Erect Tree Protection fencing, Fence compound and set up welfare facilities and Set up Traffic management, site fencing, pedestrian route							
3	<b>Section 1</b>							
4	Erect fencing to enclose 55m work zone. Excavate down to formation, pile arisings set back adjacent to the dig and compact excavation							
5	Install timber edgings. Lay and compact type 1 stone to 100mm, and regrade topsoil to meet timber edgings. Excess will be removed from site. Collapse fencing to enclose next section							
6	<b>Section 2</b>							
7	Erect fencing to enclose 55m work zone. Excavate down to formation, pile arisings set back adjacent to the dig and compact excavation							
8	Install timber edgings. Lay and compact type 1 stone to 100mm, and regrade topsoil to meet timber edgings. Excess will be removed from site. Collapse fencing to enclose next section							
9	<b>Section 3</b>							
10	Erect fencing to enclose 55m work zone. Excavate down to formation, pile arisings set back adjacent to the dig and compact excavation							
11	Excavate 10m x 300mm x 300mm trench in preparation for land drain							
12	Lay 100mm perforated pipe and backfill with pea shingle to form french drain							
13	Install timber edgings. Lay and compact type 1 stone to 100mm, and regrade topsoil to meet timber edgings. Excess will be removed from site. Collapse fencing to enclose next section							
14	<b>Section 4</b>							
15	Erect fencing to enclose 55m work zone. Excavate down to formation, pile arisings set back adjacent to the dig and compact excavation							
16	Install timber edgings. Lay and compact type 1 stone to 100mm, and regrade topsoil to meet timber edgings. Excess will be removed from site. Collapse fencing to enclose next section							
17	<b>Section 5</b>							
18	Erect fencing to enclose 55m work zone. Excavate down to formation, pile arisings set back adjacent to the dig and compact excavation							
19	Install timber edgings. Lay and compact type 1 stone to 100mm, and regrade topsoil to meet timber edgings. Excess will be removed from site. Collapse fencing to enclose next section							
20	<b>Section 6</b>							
21	Erect fencing to enclose the remainder of the work zone. Excavate down to formation, pile arisings set back adjacent to the dig and compact excavation							
22	Install timber edgings. Lay and compact type 1 stone to 100mm, and regrade topsoil to meet timber edgings. Excess will be removed from site. Collapse fencing to enclose next section							
23	Grass seed to topsoil - whole site - remove surplus materials							
24	Lay, water down and compact 12mm - dust self binding gravel							
25	Demobilisation - Remove fencing and compound/welfare							
26								

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

# Insurance

To Whom It May Concern,

20<sup>th</sup> August 2025

**RE:** Venturer Construction Ltd

**Our Reference:** 38150377

**Business Description:** Civil Engineering, Groundworkers & Highway

We can confirm that we act as insurance brokers on behalf of the above insured, and that the following cover is in place:

#### Employers Liability

---

<b>Insurer:</b>	Allied World Assurance Company (Europe) dac
<b>Policy number:</b>	GCAR0627
<b>Cover period:</b>	20th August 2025 to 19th August 2026
<b>Indemnity limit:</b>	£10,000,000

#### Public and Products Liability

---

<b>Insurer:</b>	Allied World Assurance Company (Europe) dac
<b>Policy number:</b>	GCAR0627
<b>Cover period:</b>	20th August 2025 to 19th August 2026
<b>Indemnity limit:</b>	£5,000,000

**Please Note:**

The information provided in this document provides a brief overview of cover in place at the time this was sent. The full details of the above policy, including terms and conditions, are provided in their respective policy documentation. The expiry date given represents the normal expiry date of the policy. This document does not change cover provided. The cover stated above may change or be cancelled, and we are under no obligation to advise you as such.

Please contact us if you require any further information.

Yours faithfully,



Thomas Quick Cert CII  
Account Executive  
Part of the JMG Group of Companies  
Email: [thomas.quick@butterworthspengler.co.uk](mailto:thomas.quick@butterworthspengler.co.uk)

Appendix A

# Methodology

## Methodology for Hillfield Gardens Footpath Construction

Our approach to manage the works and to conform to the requirements would be to supply a competent working site foreman with the necessary SSSTS and First Aid qualifications and the ability to manually undertake the works therefore providing an extremely competitive package to our client.

Our programme is based on have three operators working, and having a 12ft mobile welfare unit for 6 people that has a serviced toilet, hot and cold water, drying room, and canteen.

The site compound, the work area and the tree protection areas will be herras fenced prior to any work. Fences will have construction site keep out signs attached on all aspects. Once erected we shall carry out a CAT scan of the area and establish positions of services if they are in the near vicinity of our excavations.

Excavations will be done mechanically using 3t excavator except in areas marked for tree root protection, in these areas we will dig with extra caution with a banksman watching for tree roots.

## Method statement for Footpath Construction.

Utility reports have been studied prior to works commencing, nevertheless a full Cat scan will be carried out, and any services marked out. Knowing there are no potential issues we shall start on site by erecting erect a Heras fencing for the tree protection zones to segregate the trees with TPO's from construction traffic and personnel, following this we will fence of the site compound containing welfare, plant and material storage, and finally the first 55m section of the project, the works will be carried out in these 55m sections to ensure that construction can be carried out and brought to a safe standard in an enclosed site before being released. This will have information boards and danger signs indicating construction works and authorised entry only.

The compound with an Oasis type of office/welfare unit will be set up. All access will be from Hillfield Court Road, the welfare unit and plant will be off loaded inside the erected herras fencing.

Our proposed plant for the works would be a 3 tonne 360 excavator, a 3-tonne swivel dumper and a ride-on 120 twin roller.

With the excavator we will strip back the topsoil down to formation, and the arisings set aside to later backfill. Expected dig to be 100mm to 125mm. Spoil piles will be set back from the dig to avoid causing obstruction and from falling back into the excavation.

Once the excavation is complete the timber edgings will be installed these will be brought in in 4800mm lengths and cut to size on site, we will be using 450mm timber pegs at 1000mm centers to secure the edges. Once the formwork is completed quarried type 1 stone will be imported via 20t tipper lorries and transported from material storage to the work area using the dumper, stone will be laid and compacted to 100mm depth, and the stored topsoil will then be regraded meet the timber edgings and seeded. Any excess removed from site via a grab lorry. The work area fencing will then be collapsed and moved to the next section of work.

After this process has been carried out for all sections, as the type 1, we will then import the 12mm – dust, self-binding gravel. This will be graded using the excavator and appropriate bucket and compacted using a 120 vibrating twin roller to a depth of 50mm, during compaction, water will be sprayed onto the gravel to ensure effective binding. This will be achieved by using a mobile water bowser towed behind the dumper.

When this is complete all compound and remaining construction fencing can be collapsed and finally the Tree Protection fencing and this along with plant, welfare and any remaining waste or materials removed from site.

## Method statement for French Drain Construction.

Construction of the drainage will take place when the footpath construction and enclosing fencing has reached the relevant section of the site in the south-west corner. The exact positioning of the drain and it's outfall will be agreed on site.

This will commence with excavation, due to the proximity of the dig to the trees with protection orders, this will be accomplished by hand digging to form the 10m x 300mm x 300mm trench. The bottom of the trench will be lined with pea shingle. A length of 100mm perforated pipe can then be installed, and the trench back filled with more shingle to form the French drain.

Appendix B

# Risk Assessments

# Venturer Construction Ltd

**Assessment Name:** Site Based Hazards: Breaking Out Operations

**Location:** Hillfield Gardens

**Created By:** Paul Gould : Managing Director

**Created On:** 01-10-2025

**Persons at Risk:** Site Personnel

**Review Date:** 15-12-2025



Hazard	Risk	Severity	Likelihood	Risk	Controls	Residual Risk	Risk
	Noise	3	2	6	Select method of work and equipment so as to minimise noise and vibration. Where possible eliminate hand arm vibration hazard using other mechanical means i.e. excavator with pecker device for demolition.	1	3
	Vibration	3	2	6	Wear appropriate ear defenders if loud noises persist . Where vibration handheld tools must be used, Site Management must encourage job rotation ensuring that all tool usage is logged on tool trigger cards and that recommended time periods using the tools are not exceeded	1	3
	Material falling	3	1	3	Ensure appropriate PPE is provided including gloves to keep hands warm and help reduce effect of vibrations Ensure appropriate PPE is worn such as a safety helmet, and only safe, planned methods to be used when carrying out any demolition activities.	1	3

# Venturer Construction Ltd

**Assessment Name:** Site Based Hazards: Excavations: Buried Services

**Location:** Hillfield Gardens

**Created By:** Paul Gould ; Managing Director

**Created On:** 01-10-2025

**Persons at Risk:** Site Personnel  
Client Personnel  
General Public

**Review Date:** 15-12-2025



Hazard	Risk	Severity	Likelihood	Risk	Controls	Residual Risk	Risk
 Contact with underground power cables.	Electric shock, explosion, fire from ruptured power cable. Serious or fatal burns	4	2	8	A separate risk assessment for Electricity- Existing services must be carried out. Prior to commencement of excavation, all public and local utilities will be requested to provide information of services in the ground of the proposed work area, consult the safety file if applicable.  A 'Permit to Dig' system shall be in position to control works. After use of locators, trial holes should be carefully dug, using hand tools, to confirm the position of buried services.  The use of hand-held power tools and mechanical excavators too close to underground services shall be barred. Where practicable, such tools should not be used within 500 mm of the indicated line of a cable buried in or below a paved surface. All exposed cables should be given suitable protection against damage and slings or props should support those more than 1m long.  Use suitably insulated tools	1	4

Hazard	Risk	Severity	Likelihood	Risk	Controls	Residual Risk	Risk
 Rupturing of gas pipes leading to leaks, fire or explosion.	Explosion, fire from ruptured gas pipe Serious or fatal burns	4	2	8	Operatives should look for obvious signs of underground services, e.g. valve covers or patching of the road surface. Use locators to trace any services. Mark the ground accordingly. Make sure that the person supervising excavation work has service plans and knows how to use them.  When excavating near gas mains constant checks should be carried out to ensure that there are no gas leaks. Any damage, however minor, which occurs to the coating of a gas pipe, must be notified to the Gas region. Should an escape of gas be caused or suspected the following action should be taken: Remove all personnel from the immediate vicinity of the escape; Inform the Gas region by telephone; Prevent any approach by the public, prohibit smoking, and extinguish all naked flames or other sources of ignition for at least 5 m from the leakage; Assist Gas personnel, police or fire services as requested.  Digging should be carried out alongside the service, rather than directly above it; final exposure of the service should be by horizontal digging. Only spades and shovels should normally be used, but the careful use of picks or forks may be necessary to free lumps of stone or to break up hard layers of chalk or sandstone.  Prior to commencement of excavation, all public and local utilities will be requested to provide information of services in the ground of the proposed work area, consult the safety file if applicable.	1	4
 Rupturing of water pipes causing flooding and damage	Water ingress from ruptured water pipe	4	2	8	A 'Permit to Dig' system shall be in position to control works. Digging should be carried out alongside the service, rather than directly above it; final exposure of the service should be by horizontal digging. Only spades and shovels should normally be used, but the careful use of picks or forks may be necessary to free lumps of stone or to break up hard layers of chalk or sandstone.  Any damage to buried services must be reported to the appropriate utility immediately.  Prior to commencement of excavation, all public and local utilities will be requested to provide information of services in the ground of the proposed work area, consult the safety file if applicable.	1	4
 Cutting of underground telecommunications and interrupting services.	Potential loss of essential services	4	2	8	A 'Permit to Dig' system shall be in position to control works. After use of locators, trial holes should be carefully dug, using hand tools, to confirm the position of buried services  All exposed cables should be given suitable protection against damage and slings or props should support those more than 1m long. Any damage to buried services must be reported to the appropriate utility immediately.	1	4
 Rupturing of drains, sewers, culverts etc., and causing health hazards	Onset of chronic and fatal diseases	3	2	6	Care must be taken near sewers and sewage pipes, since damaging them carries a double risk; toxic or flammable gases may be present in a foul sewer, from which there is also risk of infection from contact with the materials flowing.	1	3

# Venturer Construction Ltd



**Assessment Name:** Plant & Lifting; Dumpers  
**Location:** Hillfield Gardens  
**Created By:** Paul Gould : Managing Director  
**Created On:** 01-10-2025  
**Persons at Risk:** Site Personnel  
**Review Date:** 15-12-2025

Hazard	Risk	Severity	Likelihood	Risk	Controls	Residual Risk	Risk
	Fatal or severe crush injuries Death or loss of limbs	4	3	12	<p>Site management shall ensure that the dumpers can operate safely on the gradients, which exist or will exist on site. Operators must be given information as to the capabilities and restrictions of the dumper, which must not be exceeded.</p> <p>Dumpers must not be driven across slopes where the angle is greater than that for which it has been designed to operate - drivers shall be instructed to manoeuvre carefully on gradients.</p> <p>Dumpers will be equipped with a roll-over protective structure (ROPS) and seat restraint, which will be used. Compact dumpers must not travel with the skip is elevated.</p>	1	4
	Serious or fatal impact injury	4	3	12	<p>Dumpers will only be operated by trained and competent people who are authorised - a record will be kept. Site management shall ensure a safe system of work is developed, followed and monitored - i.e. provide safe movement of dumpers around the site to ensure no conflict between other plant, structures and pedestrians.</p>	1	4
	Serious impact injury	4	2	8	<p>Suitable speed limits for the ground conditions and vehicle capabilities will be set and enforced. Dumpers will be: reversed only when there is adequate rear view visibility or under the directions of a banksman; equipped with suitable visibility aids i.e. mirror; with suitable reversing alarm and horn; equipped with hazard warning lights.</p> <p>Seat belts to be worn whenever the dumper is in motion Controls to be clearly marked - drivers must not to operate any controls unless they are sat on the driver's seat.</p>	1	4
	Serious or fatal head and other injuries	4	2	8	<p>When tipping into any excavations, spoil heaps, pits, etc., suitable measures will be taken to prevent 'over-running' the edge, i.e. stop blocks at a sufficient distance from the edge.</p>	1	4



Hazard	Risk	Severity	Likelihood	Risk	Controls	Residual Risk	Risk
 Materials or equipment falling from machine.	Serious or fatal head and other injuries	4	2	8	Operators will ensure loads, which might cause injury if they move or come off, are securely fixed. No person is to remain seated on the dumper while it is being mechanically loaded, unless it is fitted with a falling object protective structure (FOPS). Dumpers will not be overloaded.	1	4
 Persons being endangered by machine operations.	Serious or fatal impact injury	4	2	8	Site management shall ensure a safe system of work is developed, followed and monitored – i.e. provide safe movement of dumpers around the site to ensure no conflict between other plant, structures and pedestrians. Passengers will not be carried on dumper unless the machine has been so designed. Keys will be removed from the vehicle when not in use to prevent any unauthorised usage.	1	4
 mechanical failure of dumper	Fatal or severe crush injuries Death or loss of limbs	4	2	8	Operators will be responsible for routine maintenance and reporting defects to site management, who will ensure any faults on the dumper, are rectified immediately, or the vehicle is taken out of action.	1	4
 Exposure to diesel engine exhaust emissions	Diesel engine exhaust emissions contain many known carcinogenic substances	3	1	3	A competent person (normally the operator) will inspect the dumper according to the manufacturer's instructions – a record will be kept. Follow the guidance in HSG 187 Control of diesel engine exhaust emissions in the workplace.	1	3

# Venturer Construction Ltd

**Assessment Name:** Site Based Hazards: Excavations: General  
**Location:** Hillfield Gardens  
**Created By:** Paul Gould : Managing Director  
**Created On:** 01-10-2025  
**Persons at Risk:** Site Personnel  
 Client Personnel  
 General Public  
**Review Date:** 15-12-2025



Hazard	Risk	Severity	Likelihood	Risk	Controls	Residual Risk	Risk
 Contaminated ground fumes and gases.	Onset of chronic and fatal diseases can occur long after the original exposure	3	2	6	A ground investigation survey will be undertaken and the recommended control measures will be implemented  Plant and equipment should not be left idling close to excavations creating fumes hazard	1	3
 Collapse of unsupported excavations. Materials falling onto people working in the excavation.	Death or serious injury by engulfment Death or serious injury by being struck by falling objects	4	1	4	Unless the excavation can be battered to a safe slope, the sides will need supporting to prevent the possibility of collapse. Operatives shall not go into unsupported excavations, or work ahead of the support.  A structural engineer will design temporary support systems, with design details held on site (Temporary Works Register). Any excavation used as a place of work must be inspected: at the start of each shift before work begins; after any event likely to have affected the strength or stability of the excavation; and after any accidental fall of rock, earth or other material. A written report should be made after each inspection.	1	4
All excavations where people entry is necessary are to be treated as a confined space and be subject to a permit to work. Safe means of access to and from excavations must be provided, as must easy means of escape in an emergency							

Hazard	Risk	Severity	Likelihood	Risk	Controls	Residual Risk	Risk
 People and vehicles falling into the excavation.	Serious or fatal injury could occur if a worker falls.	4	1	4	Materials shall be stock piled a suitable distance clear of the edge of the excavation. Barriers, or stop blocks, shall be used to stop cranes, dumpers, lorries, tipping vehicles, etc. from manoeuvring too close to the edge of an excavation and endangering its stability.  Rigid barriers must protect the edges of all excavations, where anyone might fall and be injured, or, alternatively, excavations must be securely covered - back filled as soon as practicable.	1	4
 Undermining nearby structures	Death or loss of limbs and others sustaining fatal or severe crush injuries due to collapse of structures.	4	1	4	Gangways are often needed for access purposes across excavations. Where persons might fall and be injured, such gangways must be fitted with edge protection.  Fence off all excavations in public places to prevent pedestrians and vehicles falling into them.	1	4
 Contact with underground services	Electric shock, explosion, fire from ruptured gas pipe or power cable Water ingress from ruptured water pipe	4	1	4	Precautions will be taken to ensure that excavations do not affect the footings of scaffolds or the foundations of nearby structures. Walls may have very shallow foundations that can be undermined by even small trenches.  Separate risk assessments for Excavations: Buried services & Electricity- Existing services must be carried out.  A permit to dig regime will be implemented.	1	4

# Venturer Construction Ltd



**Assessment Name:** Plant & Lifting: Excavators  
**Location:** Hillfield Gardens  
**Created By:** Paul Gould : Managing Director  
**Created On:** 01-10-2025  
**Persons at Risk:** Site Personnel  
 General|Public  
**Review Date:** 15-12-2025

Hazard	Risk	Severity	Likelihood	Risk	Controls	Residual Risk	Risk
 Materials or equipment falling from machine	Serious or fatal head and other injuries to workers, others on site	4	2	8	The excavators shall only be used as a crane if it complies with the requirements of LOLER 1998 and thorough examination certificates retained in the vehicle or on site  Lifting accessories will only be attached to suitably tested anchor points – NOT THE BUCKET TEETH.	1	4
 Persons being endangered by machine operations	Serious or fatal impact injury	4	2	8	No excavator bucket or load should be slewed directly over personnel or vehicle cabins: vehicles should be loaded over the side or rear, and the material should not be dropped from an unnecessary height.  The operator will be responsible for ensuring the machine is not misused, is properly maintained in accordance with manufacturer's instructions and reporting of defects. A competent person (normally the operator) will inspect the excavator according to the manufacturer's instructions; the results of the inspections must be recorded Mirrors (including convex type) and/or other equipment (i.e. CCTV) must be in place to ensure maximum all round driver visibility (HSE recommends 1 metre).	1	4

It must always be ensured that, when the machine is being operated in confined places, or near other site personnel, there is clearance of at least 600mm for "tail swing"; the danger area must be barricaded if necessary. The machine operator will ensure that operations do not endanger any person.

The excavator shall be equipped with an audible reversing alarm and necessary hazard warning lights. Excavators will be equipped with FOPS, ROPS and seat restraint.



Hazard	Risk	Severity	Likelihood	Risk	Controls	Residual Risk	Risk
 Failure of quick hitch mechanism	Serious or fatal injuries to workers in the proximity from attachments flying off	4	2	8	Operators shall be competent to use any specific quick hitch mechanism fitted to the machine.	1	4
 Machine overturning	Operatives and others sustaining fatal or severe crush injuries Death or loss of limbs	4	1	4	Operators must be competent, trained and authorised to use the excavator. The machine operator will ensure that operations do not endanger any person.	1	4
 Arcing or contact with overhead power line or underground services	Operatives and persons nearby suffering Serious or fatal burns. Severe injury or death by electric shock	4	1	4	Before excavations take place a ground survey will be made to locate any underground services and a visual survey will be made to identify any overhead power lines Carry out a separate Existing Services Risk Assessment	1	4
 Exposure to diesel engine exhaust emissions	Diesel engine exhaust emissions contain many known carcinogenic substances	3	1	3	It is the responsibility of site management to ensure that all personnel on site are familiar with the location of overhead and underground cables. Where overhead power lines are likely to cause danger, the electricity distributor who owns the lines should always be contacted to calculate the safe working distances – these will depend on voltage, maximum sag and lateral swing (also see HSE Guidance Note GS6). Follow the guidance in HSG 187 Control of diesel engine exhaust emissions in the workplace	1	3

# Venturer Construction Ltd

**Assessment Name:** Site Based Hazards : Manual Handling

**Location:** Hillfield Gardens

**Created By:** Paul Gould : Managing Director

**Created On:** 01-10-2025

**Persons at Risk:** Site Personnel

**Review Date:** 15-12-2025



Hazard	Risk	Severity	Likelihood	Risk	Controls	Residual Risk	Risk
 Heavy loads Awkward shaped loads	Musculo-skeletal injury. Strains, sprains & subluxations	3	2	6	All operatives to complete musculoskeletal self - assessment forms (HS1 or HS2) to be retained as per company procedure. Implement the TILE assessment principle: Task - What to where individual(s) - Suitably fit, willing and able Load - Heavy, hot, awkward or sharp Environment - Free from obstruction and changes in height, level etc.  Lifting aids will be employed where practicable. Good handling techniques are essential in the prevention of injury from manual handling operations. The correct method of lifting is to use the strong leg and thigh muscles and to maintain the natural shape of the spine throughout the lift. Operatives will have been trained in the methods of kinetic lifting and handling techniques.	1	3
 Sharp edges	Cuts and abrasions	3	2	6	Establish whether the load is hot or cold, or if it has any sharp edges or corners.	1	3



# Venturer Construction Ltd

**Assessment Name:** Site Based Hazards: Traffic management

**Location:** Hillfield Gardens

**Created By:** Paul Gould : Managing Director

**Created On:** 01-10-2025

**Persons at Risk:** Site Personnel  
Client Personnel  
General Public

**Review Date:** 15-12-2025



Hazard	Risk	Severity	Likelihood	Risk	Controls	Residual Risk	Risk
Injury to site personnel	Injury to site personnel	4	3	12	Every construction site shall be organised in such a way that, so far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health.	1	4
Damage to plant, vehicles or property	Damage to plant, vehicles or property	4	3	12	Arrange separation of pedestrian traffic and construction vehicle traffic at or before the site entrance. Safe pedestrian routes to and from work locations shall be provided. Pedestrians, including drivers exiting from vehicles, to wear high visibility clothing  Layout site to avoid reversing manoeuvres, where possible introduce one-way systems, including storage areas, where deliveries are made one way in and another way out to eliminate the need for vehicles to reverse.	1	4
Contact with overhead power lines.	Contact with overhead power lines.	4	2	8	Large vehicles shall have the assistance of a banks man to aid where space is restricted or visibility limited, particularly when reversing.  Traffic routes across site shall be of sufficient size/width to accommodate the largest required construction vehicle and peak construction vehicle traffic.  Competent plant operators shall have maximum all round visibility with clear windows and rear view mirrors or/and CCTV. Reverse warning instruments must be effective and maintained. They will ensure proper maintenance of mobile plant i.e. brakes, steering, tyres, mirrors, ROPS, FOPS, etc	1	4
					Traffic routes across site shall be free of obstruction, overhead power lines, unfenced excavations and steep gradients. They shall be clearly signed, indicating routes, hazards and warnings, speed limits, etc, including road markings where possible.		

# Venturer Construction Ltd

**Assessment Name:** Site Based Hazards: Unauthorised Visitors to Site

**Location:** Hillfield Gardens

**Created By:** Paul Gould : Managing Director

**Created On:** 01-10-2025

**Persons at Risk:** General Public

**Review Date:** 15-12-2025



Hazard	Risk	Severity	Likelihood	Risk	Controls	Residual Risk	Risk
 <p>Non inducted persons</p>	Serious or fatal injury by unfamiliarity with site	4	2	8	<p>All reasonable and practicable steps will be taken to ensure safety of members of public and children who may have unlawfully gained access to site. Where reasonably practicable, a suitable 2m high enclosure with gates for access will be erected around the site boundary. Where 'Heras' type fencing is used this will be 30mm anti-climb mesh, with any sharp edges removed.</p> <p>Notices will be prominently displayed at gates advising parents that 'BUILDING SITES ARE A HAZARDOUS PLAY AREA FOR CHILDREN'. All access gates will be kept closed when not in use and locked in absence of workforce.</p> <p>Steps will be taken to guard or protect obvious hazards, i.e. excavations and pits, slips/trips/falls, etc. Holes and excavations, likely to cause a danger will be securely covered or fenced. Those containing water, which are more than 250 mm deep, will be treated in a like manner.</p>	1	4
 <p>Vandalism/Arson</p>	Serious or fatal injury by site and plant being made unsafe. Loss of life. Serious or fatal burns	4	2	8	<p>All vehicles and plant will be effectively immobilised after work ceases (where possible kept within the site compound), and tools kept in locked containers. Materials will be stacked in such a manner that they cannot be dislodged or easily moved. Sand and spoil heaps must be kept to lowest reasonable levels and battered to safe angle of repose. Hazardous substances will be stored in a secure manner i.e. in locked containers.</p> <p>Gas cylinders will be kept in secure enclosures. Electricity supplies will be isolated in locked buildings or compounds and 'locked off' in absence of workforce. Access to incomplete building, where there is danger, will be prevented.</p> <p>Access to scaffolds or elevated places (including tower-cranes) will be prevented, so far as practicable, by securely boarding or removing and chaining access ladders after work ceases. Effectiveness of measures will be monitored and advice of the Safety Advisor sought when problems are found. Where there is evidence of trespass the local Police should be informed</p> <p><a href="http://www.bsgrid.co.uk">www.bsgrid.co.uk</a></p>	1	4

# Venturer Construction Ltd

**Assessment Name:** Power Tools: Hand held power tools  
**Location:** Hillfield Gardens  
**Created By:** Paul Gould : Managing Director  
**Created On:** 01-10-2025  
**Persons at Risk:** Site Personnel  
**Review Date:** 15-12-2025



Hazard	Risk	Severity	Likelihood	Risk	Controls	Residual Risk	Risk
 Air/hydraulic lines becoming detached or bursting due to damage	Operatives and persons nearby suffering Serious or fatal injury	4	2	8	All power feeds: pneumatic or hydraulic, to comply with European or British Standards and maintained in good condition. All air/hydraulic pipes and lies will be visually checked before each use	1	4
 Hair or clothing becoming entangled in moving parts	Operatives sustaining severe crush or entanglement injuries Death or loss of limbs	4	2	8	Loose clothing and long hair to be kept clear of moving parts of power tools. Portable power tools shall only be used in well-lit and ventilated areas.	1	4
 Contact with electricity.	Severe injury or death by electric shock	3	2	6	Operatives shall be trained in the correct use of portable power tools. All permanent and temporary electrical supplies to comply with European or British Standards and maintained in good condition. A competent person will inspect all portable 230-volt equipment daily and carry out tests monthly.	1	3
 Flying particles	Lacerations to eyes and exposed skin	3	2	6	Where practicable only 110 volt or lower voltage electrical tools will be used. A competent person will test all portable electrical equipment at recommended regular intervals, i.e.: equipment in offices 12 months, equipment in workshops 6 months and equipment on site 3 monthly intervals. Evidence of such test shall be available. Electricity and water make a very dangerous combination. Keep electrical equipment away from rain and water. Suitable eye protection shall be worn where there is a foreseeable risk of eye injury.	1	3

Hazard	Risk	Severity	Likelihood	Risk	Controls	Residual Risk	Risk
 Wrist and hand injuries due to tool jamming or binding.	Operatives sustaining severe crush and sprain injuries	3	2	6	Tools must be used and maintained in accordance with training and the manufacturer's instructions. The correct tools and accessories (drill bits, blades etc.) to be used for the task	1	3
 Exposure to noise	Hearing loss Tinnitus	3	2	6	Noise will be reduced to lowest possible level and where action levels are likely to be reached, assessments will be conducted, information given to all persons likely to be affected, ear protection provided, which must be worn when required. Carry out a separate Exposure to noise risk assessment for each piece of equipment.	1	3
 Exposure to dust	Chronic Obstructive Pulmonary Disease (COPD)	3	2	6	A separate COSHH assessment will be carried out where dust is likely to be a hazard to health, and suitable personal protective equipment (PPE) will be provided and worn.	1	3
 Exposure to vibration	Vibration white finger (HAVS)	3	1	3	Carry out a separate Exposure to vibration risk assessment for each piece of equipment. Select power tools with lowest vibration level. To avoid HAVS, minimise the time individuals use the equipment i.e. job rotation.	1	3

# Venturer Construction Ltd

**Assessment Name:** Plant and Lifting - Use of HIAB's

**Location:** Hillfield Gardens

**Created By:** Paul Gould : Managing Director

**Created On:** 01-10-2025

**Persons at Risk:** Site Personnel  
General Public

**Review Date:** 15-12-2025



Hazard	Risk	Severity	Likelihood	Risk	Controls	Residual Risk	Risk
 Loading and Unloading of Materials	Falls from Height	4	2	8	Reduce the need for working at height, ensure that materials are secured, prior to delivery. Ensure that adequate fall protection is in place, the use of fall arrest or fall prevention/protection equipment.	1	4

 Reversing	Contact with people	4	2	8	Ensure that adequate access/egress is in place to allow safe access to the vehicle, including secured ladder and handrails. Ensure that adequate edge protection is in place to prevent materials falling, including secured loads and toe boards around the flat bed area of the vehicle. Ensure that suitable access/egress is available to reduce the need for reversing and adequate space is provided. Ensure reversing assistant is available to assist vehicle into position.	1	4
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Audible alerts and visual lighting are installed on vehicle to alert personnel on moving plant.

Ensure that area is clear and inaccessible by unauthorised personnel, clear segregation to be installed around work areas.

Hazard	Risk	Severity	Likelihood	Risk	Controls	Residual Risk	Risk
 Overturning of Vehicle	Injury to Person, Vehicle and Property Damage.	3	2	6	Ensure that vehicle is positioned on level ground.	1	3
					Ensure jacks, stabilisers and spreader plates are adequately positioned and in use Ensure that adequate space is provided and exclusion zone is clearly established. Ensure competent personnel operating plant and adequate training, information and training is provided.		
 Mechanical Failure	Uncontrollable movements	2	2	4	Ensure that pre user checks are completed and thorough examination documentation is in place including lifting accessories.	1	2
					Ensure that clear exclusion zone is provided along with clear signage. Ensure that adequate information, instruction and training is provided. Including competency of the driver and operator. Ensure that pre users checks are completed prior to use. Ensure that regular inspection and maintenance is completed on plant including lifting accessories.		

# Venturer Construction Ltd



**Assessment Name:** Plant & Lifting: Ride on Rollers  
**Location:** Hillfield Gardens  
**Created By:** Paul Gould : Managing Director  
**Created On:** 01-10-2025  
**Persons at Risk:** Site Personnel  
 General Public  
**Review Date:** 15-12-2025

Hazard	Risk	Severity	Likelihood	Risk	Controls	Residual Risk	Risk
 Driver falling from the roller	Serious impact injury	4	3	12	Seat belts to be worn whenever the roller is in motion Controls to be clearly marked - drivers must not to operate any controls unless they are sat on the driver's seat.	1	4
 Machine overturning	Fatal or severe crush injuries Death or loss of limbs	4	2	8	Site management shall ensure that the rollers can operate safely on the gradients, which exist or will exist on site. Operators must be given information as to the capabilities and restrictions of the dumper, which must not be exceeded.  Rollers must not be driven across slopes where the angle is greater than that for which it has been designed to operate - drivers shall be instructed to manoeuvre carefully on gradients.  Site management shall ensure that the rollers can operate safely on the gradients, which exist or will exist on site. Operators must be given information as to the capabilities and restrictions of the roller, which must not be exceeded.	1	4
 Fuel leaks - Fire	Serious or fatal burn injuries	4	2	8	Ride on Rollers will be equipped with a roll-over protective structure (ROPS) and seat restraint, which will be used.  Operators will check fuel lines daily and before refuelling  Engine must be turned off during refuelling	1	4

NO SMOKING or naked flames in designated refuelling area A suitable fire extinguisher to be located in designated refuelling area

Hazard	Risk	Severity	Likelihood	Risk	Controls	Residual Risk	Risk
 Collision with other plant	Serious or fatal impact injury	3	2	6	Rollers will only be operated by trained and competent people who are authorised – a record will be kept. Site management shall ensure a safe system of work is developed, followed and monitored – i.e. provide safe movement of rollers around the site to ensure no conflict between other plant, structures and pedestrians.  Suitable speed limits for the ground conditions and vehicle capabilities will be set and enforced. Rollers will be: reversed only when there is adequate rear view visibility or under the directions of a banksman; equipped with suitable visibility aids i.e. mirror; with suitable reversing alarm and horn; equipped with hazard warning lights.	1	3
 Persons being endangered by machine operations	Serious or fatal impact injury	4	1	4	Site management shall ensure a safe system of work is developed, followed and monitored – i.e. provide safe movement of rollers around the site to ensure no conflict between other plant, structures and pedestrians. Passengers will not be carried.  Keys will be removed from the vehicle when not in use to prevent any unauthorised usage.	1	4
 mechanical failure of roller	Fatal or severe injuries Death or loss of limbs	4	1	4	Operators will be responsible for routine maintenance and reporting defects to site management, who will ensure any faults on the roller, are rectified immediately, or the vehicle is taken out of action.  A competent person (normally the operator) will inspect the roller according to the manufacturer's instructions – a record will be kept	1	4
 Over-running the edge of an excavation.	Serious or fatal head and other injuries				When working close to any excavations, spoil heaps, pits, etc., suitable measures will be taken to prevent 'over-running' the edge, i.e. stop blocks at a sufficient distance from the edge		

## Additional Hazards

Hazard	Risk (Consequences)	Risk (low/medium/high)	Control Measures	Residual Risk (low/medium/high)	Assessor Name Print & Signature
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I have read and understand the requirements of this risk assessment.

PAUL GOULD

Venturer Construction Ltd

01-10-2025

**Other Signatories as required:**

**I have read and understand the requirements of this risk assessment**

Name (in capitals)

Company Name

Signature

Date



Appendix C

# Construction Method Statement

# Venturer Construction Ltd

<b>Document Reference:</b>	Hillfield Gardens   Footpath Construction
<b>Method Statement Title:</b>	Construction Method Statement

This Method Statement has been produced to assist the site staff to carry out an operation safely and efficiently. It is therefore essential that all relevant information is passed onto and understood by those carrying out the work.

**Note:** No variation or deviation of this Method Statement will be made without the agreement of the Contracts Manager/Supervisor.

<b>Company Name:</b>	Venturer Construction Ltd
<b>Contract Name:</b>	Hillfield Gardens
<b>Address:</b>	Kingsholm and Wotton ward, London Road Gloucestershire GL1 3HN
<b>Site Manager:</b>	Paul Gould
<b>Contact Details:</b>	<b>Phone:</b> 01452 750001 <b>Email:</b> info@venturerconstruction.co.uk

<b>1.</b>	<b>Relevant information supplied by Client / Principal Contractor</b> Construction Information
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<b>2.</b>	<b>Pre-Commencement Checks</b> Utility Information and notification of works in place.
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<b>3.</b>	<b>Description of Work</b> Works to construct a new gravel footpath, this is to include excavating for new footings, installation of timber edgings, supply, install and compaction of a type 1 base and self binding gravel. Woks to install a french drain in the south - west corner of the site.
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<b>4.</b>	<b>Sequence of Work</b> A full construction program is attached, and A full method statement regarding Tree Protection will be issued, Before construction work commences herras fencing will be used to create barrier around the protected trees. This will segregate them further from any plant and site personnel. Following this a site compound will be erected containing welfare, plant and material storage, next the first 55m section of the project will be enclosed using herras fencing, the works will be carried out in these 55m sections to ensure that construction can be carried out and brought to a safe standard in an enclosed site before being released. Once the work are is enclosed works will commence with the stripping back of the topsoil and excavating down to formation, the timber edgings will then be installed using timber pegs to secure them. Following this type 1 stone will be imported, laid and compacted to 100mm, the topsoil will then be regraded and seeded to meet the timber edgings and any excess removed from site. the fencing will then be collapsed and moved to the next section of work. Once this has been carried out for all sections we will go back lay and compact the 12mm - dust self binding gravel using a twin roller. When complete all fencing can be collapsed and removed from site. Construction of the drainage will take place when the footpath construction and enclosing fencing has reached the relevant section of the site in the south-west corner (positioning and outfall to be agreed) This will begin with excavation to form the 10m x 300mm x 300mm trench. A length of 100mm perforated pipe can then be installed, and the trench back filled with shingle to form the French drain.
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<b>5.</b>	<b>Plant or Equipment Required</b> 3t Excavator 3t Swivel Dumper Twin Roller Hand Tools
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<b>6.</b>	<b>Personnel Involved</b> Mr Erith Mr Rayworth Mr Hillier
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<b>7.</b>	<b>PPE Required</b> 
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<b>8.</b>	<b>Site Specific Hazards</b> Site traffic and pedestrian management will be a high priority, excavations, working with plant, tree roots and manual handling as well as the presence of the public will need consideration on this site.
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<b>9.</b>	<b>Access to Work area</b> Access and deliveries will be from the service gates on Hillfield Court Road.
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<b>10.</b>	<b>Emergencies Arising From These Works</b> 1. Stop work immediately 2. Remove all personnel from danger area 3. If emergency involves structural problems contact Contract Manager 4. If emergency involves injury to persons or other property, follow Company safety procedures.
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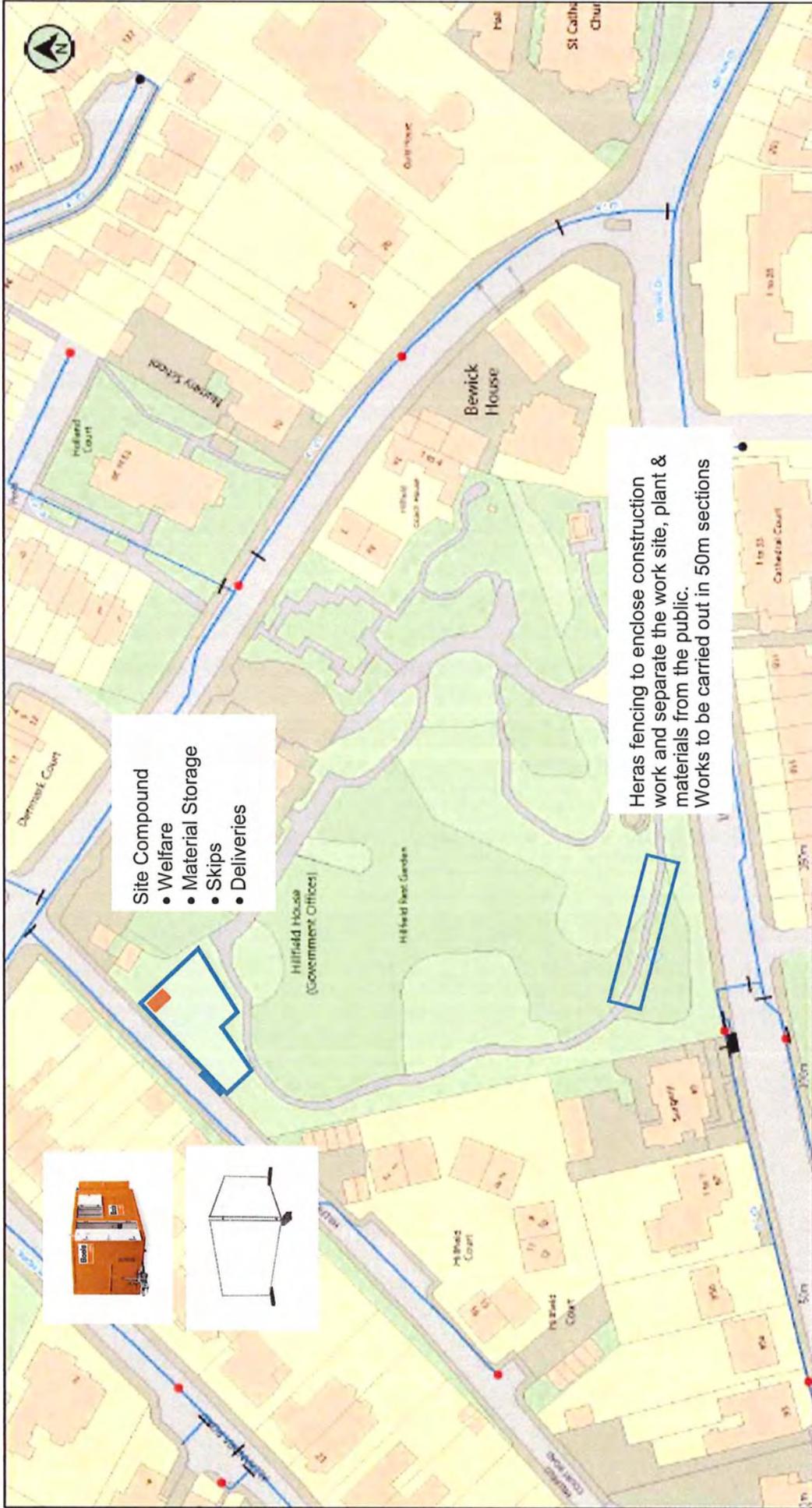
<b>11.</b>	<b>Amendments and Additional Information</b> A full method statement regarding tree protection will be issued
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<b>12.</b>	<b>Signatures</b>          <table border="1" style="width: 100%;"> <tr> <td style="width: 40%;"><b>Date:</b></td> <td colspan="3"></td> </tr> <tr> <td><b>Prepared By (please print)</b></td> <td style="width: 20%;"></td> <td><b>Signed</b></td> <td style="width: 20%;"></td> </tr> <tr> <td><b>Monitored By (please print)</b></td> <td></td> <td><b>Signed</b></td> <td></td> </tr> </table>	<b>Date:</b>				<b>Prepared By (please print)</b>		<b>Signed</b>		<b>Monitored By (please print)</b>		<b>Signed</b>	
<b>Date:</b>													
<b>Prepared By (please print)</b>		<b>Signed</b>											
<b>Monitored By (please print)</b>		<b>Signed</b>											



Appendix D

# Site Layout



**Site Compound**

- Welfare
- Material Storage
- Skips
- Deliveries

Heras fencing to enclose construction work and separate the work site, plant & materials from the public. Works to be carried out in 50m sections

Appendix E

# Tree Protection Method Statement

# Venturer Construction Ltd

<b>Document Reference:</b>	Hillfield Gardens   Footpath Construction
<b>Method Statement Title:</b>	Tree Protection Method Statement

This Method Statement has been produced to assist the site staff to carry out an operation safely and efficiently. It is therefore essential that all relevant information is passed onto and understood by those carrying out the work.

**Note:** No variation or deviation of this Method Statement will be made without the agreement of the Contracts Manager/Supervisor.

<b>Company Name:</b>	Venturer Construction Ltd
<b>Contract Name:</b>	Hillfield Gardens
<b>Address:</b>	Kingsholm and Wotton ward, London Road Gloucestershire <a href="https://hub.bsgonlineservices.co.uk">https://hub.bsgonlineservices.co.uk</a> GL1 3HN
<b>Site Manager:</b>	Paul Gould
<b>Contact Details:</b>	<b>Phone:</b> 01452 750001 <b>Email:</b> <a href="mailto:info@venturerconstruction.co.uk">info@venturerconstruction.co.uk</a>

<b>1.</b>	<b>Relevant information supplied by Client / Principal Contractor</b> Tree Protection Fencing
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<b>2.</b>	<b>Pre-Commencement Checks</b> Utility Information and notification of works in place.
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<b>3.</b>	<b>Description of Work</b> Tree roots keep a tree healthy and upright. Most roots are found in the top 600mm of soil and often grow out further than the tree's height. Most of these roots are very fine; even close to a tree few will be thicker than a pencil. If roots are damaged the tree may suffer irreversible harm and eventually die.  Roots smaller than 25 mm diameter may be pruned back, making a clean cut with a suitable sharp tool (e.g. bypass secateurs or handsaw) as per 7.2.2 BS5837:2012. Roots, whilst exposed, should immediately be wrapped or covered to prevent damage.  Sections of the work to construct the new footpath at Hillfield Gardens are in proximity to trees with protection orders on them. Although the works will not directly involve these trees, controls will be put in place to provide an additional layer of protection
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<b>4.</b>	<b>Sequence of Work</b> A full construction programme is attached. Before construction work commences herras fencing will be used to create barrier around the protected trees. This will segregate them further from any plant and site personnel.
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<b>5.</b>	<b>Plant or Equipment Required</b> Herras anti climb panels, Rubber blocks, Clips
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## METHOD STATEMENT RECORD

<b>Method Statement Title:</b>	Tree Protection Method Statement
<b>Document Reference:</b>	Hillfield Gardens   Footpath Construction

**I have read and understand the requirements of this risk assessment**

**Name (in capitals)**

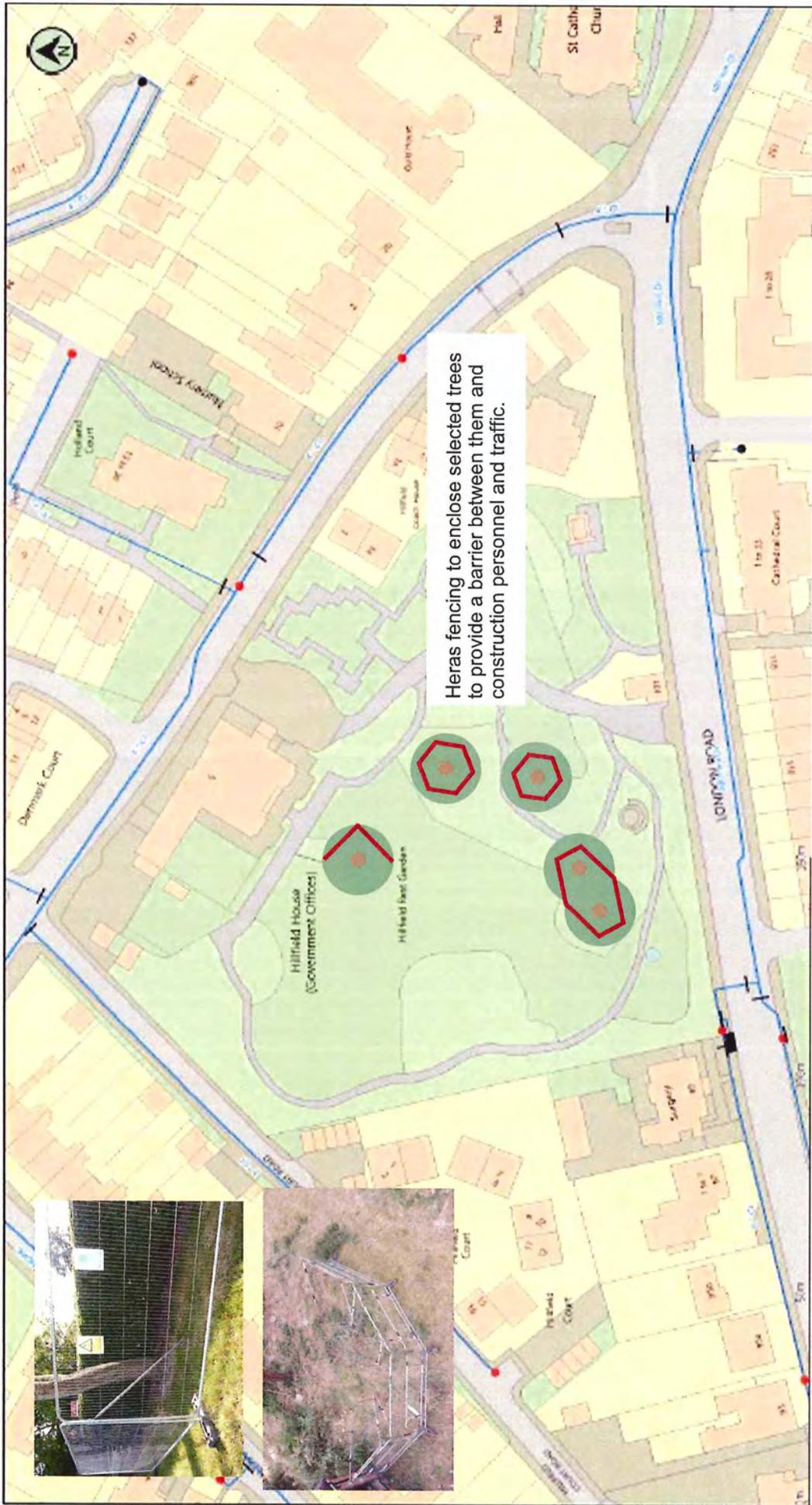
**Company**

**Signature**

**Date**

Appendix F

# Tree Protection Layout



Heras fencing to enclose selected trees to provide a barrier between them and construction personnel and traffic.

