

**SHORT DESCRIPTION OF WORKS**

All Permanent and Temporary Works in connection with\* Spraying of existing grass cover,  
Fraise mowing, power harrowing, blade grading, primary drainage installation  
and connection into wider drainage scheme, secondary drainage installation  
cultivations, seed bed preparation, seeding of working area and  
initial maintenance . Form of Tender

(NOTE: The Appendix forms part of the Form of Tender)

To Hyndburn Borough Council  
Scattelliffe House  
Ormerod Street Accrington BB5 0PF

Dear Sirs,

Having examined the Drawings, Conditions of Contract, Specification and Bill of Quantities for the construction of the above-mentioned Works (and the matters set out in the Appendix hereto) we offer to construct and complete the whole of the said Works in conformity with the said Drawings, Conditions of Contract, Specification and Bill of Quantities for such sum as may be ascertained in accordance with the said Conditions of Contract.

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

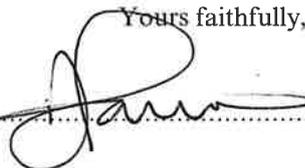
If our tender is accepted we will, if required, provide security for the due performance of the Contract as stipulated in the Conditions of Contract and the Appendix hereto.

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

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

Yours faithfully,

Signature



Address

Vale Lane, Lathom, L40 6JH

Date 17/11/2025 .

**Appendix**

NOTE: Relevant Clause numbers are shown in brackets

**Appendix – Part 1**

(to be completed prior to the invitation to tender)

- 1 Name of the Employer (Clause 1.1(k)) Hyndburn Borough Council  
 Address Hyndburn Borough Council, Willows Lane Depot, Willows Lane, Accrington Lancashire BB5 0RT
- 2 Name of the Engineer (Clauses 1.1(n) and 5.1) STR Ltd, St Ives Estate  
 Address BINGLEY, BD16 1AU represented by Mr Mark Murphy
- 3 Defects Correction Period (Clause 1.2(e) and Clause 10.5) 52 weeks
- 4 Parts or Sections of the Works or their design which shall not be sub-contracted without the Engineer's prior written approval (Clause 3.5)  
 .....  
 .....
- 5 Number and type or copies of drawings to be provided (Clause 4.3)
- 6 Performance Bond (Clause 18.1) Required Not Required  
 Amount of Performance Bond (if required) to be .....% of Tender Total
- 7 Other Security (Clause 18.3) N/A Specify if Required
- 8 Minimum amount of third party insurance (persons and property) (Clause 17.7)  
£5 Million for each and every occurrence
- 9 Time for Completion (Clause 10.3)<sup>a</sup>  
 EITHER for the whole of the Works ..... weeks  
 OR for Sections of the Works (Clause 1.1(s))<sup>b</sup>  
 Section A ..... (upto seeding) 6 weeks  
 Section B ..... (initial maintenance) 26 weeks  
 Section C ..... weeks  
 Section D ..... weeks  
 The Remainder of the Works ..... weeks
- 10 Name of Contractor's Designer(s) (if any) (Clause 3.4)  
N/A
- 11 Contemporary Records (Clause 13.1) (required format)<sup>c</sup> Excel

**12 Liquidated Damages for Delay (Clauses 10.6 – 10.8)**

	Per day/week	Limit of liability <sup>d</sup>
EITHER for the whole of the Works	£ <u>500</u>	£ <u>10% of contract total</u>
OR for Section A (as above)	£ .....	£ .....
Section B (as above)	£ .....	£ .....
Section C (as above)	£ .....	£ .....
Section D (as above)	£ .....	£ .....
the remainder of the Works (as above)	£ .....	£ .....

**13 Vesting of Materials not on Site (Clauses 11.4(d) and 16.3) (if required by the Employer)<sup>e</sup>**

1.....	4.....
2.....	5.....
3.....	6.....

**14 Method of Measurement adopted in preparation of Bills of Quantities (Clause 11.1)<sup>f</sup>**

CESMM 3 AS MODIFIED IN PREAMBLE TO BILLS OF QUANTITIES

**15 Percentage of the value of goods and materials to be included in Interim Certificates (Clause 11.5(b)).....**

**16 Rate of retention (Clause 11.7) (recommended not to exceed 5% of Tender Total) 5..%**

**17 Limit of retention (% of Tender Total) (Clause 11.7) (recommended not to exceed 3%) 5..%**

**18 Bank whose Base Lending Rate is to be used (Clause 11.9)..... BARCLAYS**

**19 Restrictions on the Engineer's authority**

DETAILS TO BE GIVEN AND CLAUSE NUMBERS STATED (Clause 5.2)<sup>g</sup>  
 ..... N/A .....

**20 BIM Protocol (Clause 20) (if BIM is adopted)<sup>h</sup>..... N/A**

**21 Information Protocols (if any) (Clauses 5.2 and 20)<sup>i</sup>..... N/A**

**22 Dispute resolution procedures to be used**

- (a) Adjudication Procedure to be used (Clause 19.4) .....
- (b) Arbitration Procedure to be used/place of arbitration/number of arbitrators/ appointing person or body (Clause 19.6 and Clause 19.8).....

If no arbitration procedure is stated the Construction Industry Model Arbitration Rules shall be used.

- 23 The Adjudicator Nominating Body shall be (Clause 19.4).....
- 24 Name and Address of any CDM Co-ordinator<sup>j</sup> ..... O.M.I.T.T.E.D.....
- 25 Name and address of Principal Contractor (if appointed)<sup>i</sup>..... J MALLINSON (ORMSKIRK) LTD.....
- 26 Employer's Sustainability Policy (Clause 22.1) (specify if included)  
.....
- 27 Employer Furnished Materials (Clause 23.1) (list if any)<sup>k</sup>  
.....
- 28 Contract Documents to be provided (Clause 4.3) (list)  
..... 2 COPIES OF SPECIFICATION & CONTRACT DRAWINGS.....
- 29 Courts/Jurisdiction (Clause 2.4)  
..... ENGLISH.....
- 30 Contract Language (Clause 1.2(e))  
..... ENGLISH.....
- 31 Governing Law (Clause 1.2(j))  
..... ENGLISH.....
- 32 Third Party Rights (Clause 3.2) (list relevant laws or statutes)  
.....

<sup>a</sup> If not stated is to be completed by Contractor in Part 2 of the Appendix.  
<sup>b</sup> To be completed if required, with brief description. Where Sectional completion applies the item for "the Remainder of the Works" must be used to cover the balance of the Works if the Sections described do not in total comprise the whole of the Works.  
<sup>c</sup> To be completed to indicate the scope and manner in which such records are to be kept.  
<sup>d</sup> Delete where not required.  
<sup>e</sup> (If used) Materials to which the Clauses apply must be listed in Part 1 (Employer's option) or Part 2 (Contractor's option).  
<sup>f</sup> Insert here any amendment or modification adopted if different from that stated in Clause 11.1.  
<sup>g</sup> If there is any requirement that the Engineer has to obtain prior approval from the Employer before he can act full particulars of such requirements must be set out.  
<sup>h</sup> If Building Information Modelling (BIM) is adopted identify the Protocol to be used and any supporting requirements.  
<sup>i</sup> Identify any Information Protocols relevant to the Contract, including any which support any BIM Protocol (if used).  
<sup>j</sup> Insert if appropriate.  
<sup>k</sup> (If used) Materials to which the Clause applied must be listed by the Employer.

Appendix – Part 2

(To be completed by Contractor)

- 1 Insurance Policy Excesses (Clause 17.12)
- \* Insurance of the Works (Clause 17.1)
  - Third party (property damage) (Clause 17.7) £ 20 million \*
  - Professional Indemnity Insurance (Clause 17.10) £ 20 million
  - £ 1 million
- 2 Time for Completion (Clause 10.3) (if not completed in Part 1 of the Appendix)
  - EITHER for the whole of the Works ..... weeks
  - OR for Sections of the Works (Clause 1.1(s) (as detailed in Part 1 of the Appendix)
    - Section A ..... (upto seeding) 12 ..... weeks
    - Section B ..... (initial maintenance) 26 ..... weeks
    - Section C ..... weeks
    - Section D ..... weeks
    - the remainder of the Works ..... weeks
- 3 Vesting of materials not on Site (Clauses 11.4(d) and 16.3) (at the option of the Contractor – see Part 1)
  - 1..... 4.....
  - 2..... 5.....
  - 3..... 6.....
- 4 Adjustment(s) for Nominated Sub-Contractors for overhead charges and profit (Clause 7.3) (with details if required).....
- 5 Contractor's Designer(s) (Clause 3.4).....

Form of Agreement

THIS AGREEMENT made the 28 day of AUGUST 2025  
 BETWEEN HYNDBURN BOROUGH COUNCIL  
 of SCATCLIFFE HOUSE, ORMEROD STREET, ACCRINGTON BBS 0PF  
 in the County of LANCASHIRE (hereinafter called "the Employer")  
 and J MALLINSON (ORMSKIRK) LTD  
 of LATHOM VALE, VALE LANE, LATHOM L40 6JH  
 in the County of LANCASHIRE (hereinafter called "the Contractor").

WHEREAS the Employer is desirous that certain Works should be constructed, namely the Permanent and Temporary Works in connection with PRIMARY & SECONDARY DRAINAGE WORKS & THE ESTABLISHMENT OF GRASS SWARD SUITABLE FOR FOOTBALL and has accepted a Tender by the Contractor for the construction and completion of such Works.

NOW THIS AGREEMENT WITNESSETH as follows

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, namely
  - (a) the said Tender and the written acceptance thereof
  - (b) the Drawings
  - (c) the Conditions of Contract
  - (d) the Specification
  - (e) the priced Bill of Quantities
  - (f) the Works Data.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to construct and complete the Works in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay to the Contractor in consideration of the construction and completion of the Works the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first above written.

SIGNED on behalf of the said HYNDBURN BOROUGH COUNCIL Ltd/plc (the Employer)

Signature Craig Fenwick Signature .....

Position HEAD OF ENVIRONMENTAL SERVICES Position .....

In the presence of MARK PICKUP In the presence of .....

SIGNED on behalf of the said J MALLINSON (ORMSKIRK) Ltd/plc (the Contractor)

Signature James ATP Signature .....

Position DIRECTOR Position .....

in the presence of James ATP In the presence of .....

or

SIGNED [and SEALED\*] AS A DEED by the said .....

..... Ltd/plc (the Employer)

In the presence of .....

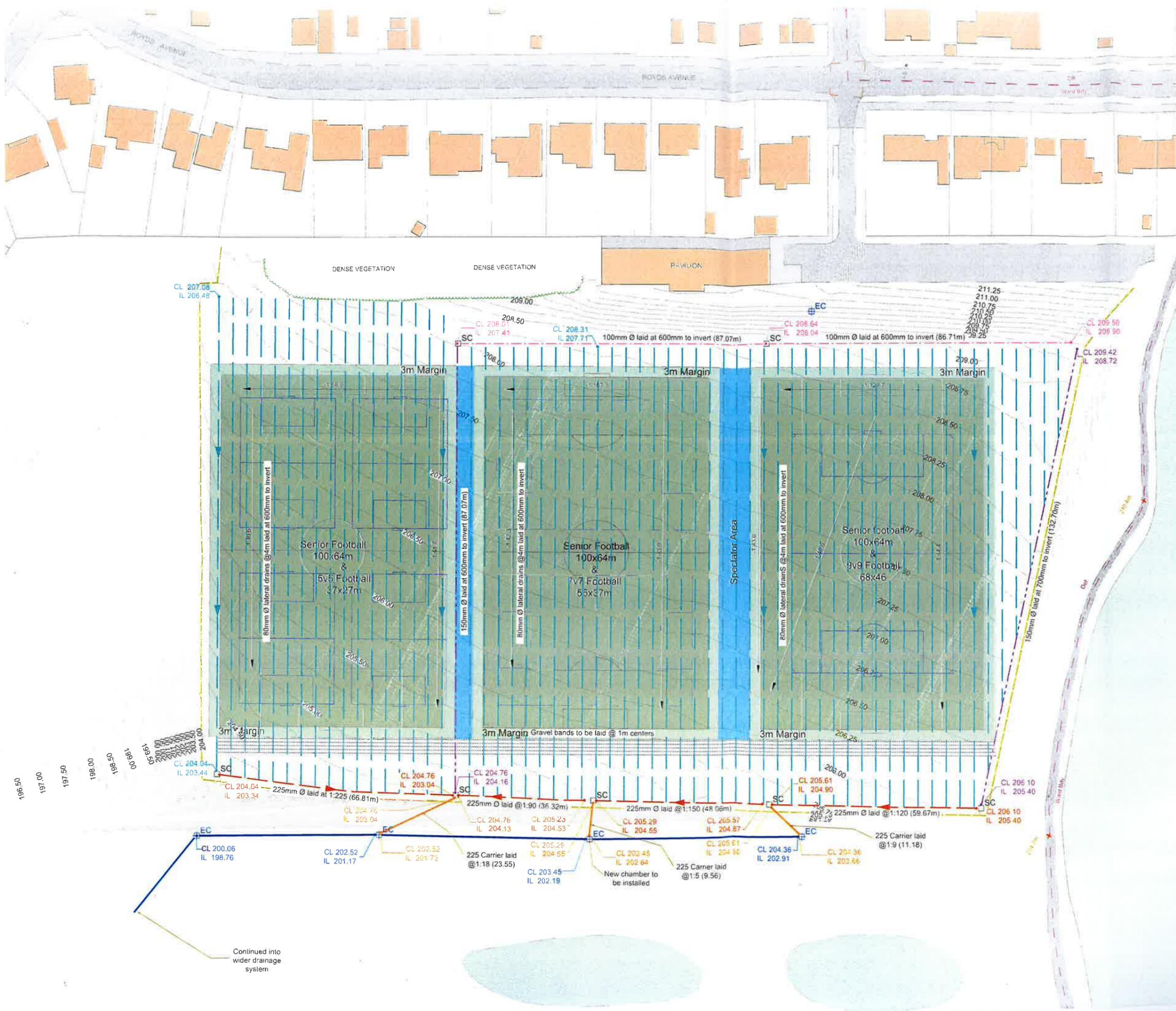
or

SIGNED [and SEALED\*] AS A DEED by the said .....

..... Ltd/plc (the Contractor)

In the presence of .....

\* Delete as appropriate



- Legend:
- Fence
  - Existing tree line
  - Existing contour
  - Existing level
  - Existing gradient
  - Proposed 2m spectator area
  - 80mm lateral drain
  - 100mm catchwater drain
  - 150mm main drain
  - 225mm carrier drain
  - SC
  - Gravel bands
  - Existing chamber

Client: \_\_\_\_\_ Project: \_\_\_\_\_ Drawing title: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

GA JAD



196.50  
197.00  
197.50  
198.00  
198.50  
199.00

Continued into wider drainage system



- Legend
- Fence
  - Existing tree line
  - Existing contour
  - Existing level
  - Existing gradient
  - Proposed 2m spectator area

Account details

client:	project:	drawing title:

CA APP



STR1

196.50  
197.00  
197.50  
198.00  
198.50  
199.00  
199.50  
200.00  
200.50  
201.00

211.25  
211.00  
210.75  
210.50  
210.25  
209.75  
209.25

206.75  
206.50



- Legend
- Fence
  - Existing tree line
  - Existing contour
  - Existing level
  - Existing gradient
  - Existing chamber

client: \_\_\_\_\_ project: \_\_\_\_\_ drawing title: \_\_\_\_\_

DATE: \_\_\_\_\_



STR

NOBURN BOROUGH COUNCIL  
 PITCH IMPROVEMENT WORKS OF KING GEORGE V PLAYING FIELDS, ACCRINGTON  
 THE ORDERER:

**BILLS OF QUANTITIES**

No.	Description	Unit	Quantity	Rate £	Cost £
5100	Contract Preliminaries Transport & General Requirements for initial playing field works and secondary drainage	item	1	12,000	£12,000.00
5300	Pitch improvement works				
5301	Site Access				
1	Prepare and maintain site access	item	1	2500	£2,500.00
5302	Storage compound				
1	Prepare and maintain compound area for duration of the playing field improvement works	item	1	3500	£3,500.00
5303	Site preparatory works				
1	Setting out in accordance with the drawings	item	1	1250	£1,250.00
2	Vegetation removal	Provisional m2	30,758	0.20	£3,075.80
3	Spray with glyphosate	m2	30,758	0.04	£1,230.32
5304	Frise Mowing				
1	Strip off existing turf to a depth of 25mm	m3	30,758	0.20	£6,151.60
2	Removal of material arising off site	Provisional m3	73	90.00	£3,650.00
5304	Initial Cultivations				
1	Cultivate topsoil across the working area	m2	30,758	0.25	£7,689.50
2	Stone removal	m2	30,758	0.15	£4,613.70
5305	Pitch drainage installation				
4	Supply and install of primary drainage system				
5	i) 80 mm perforated laterals	m	7,567	12.45	£94,209.15
6	ii) 150 mm perforated main	m	360	10.50	£3,780.00
6	iii) 225 mm perforated main	m	211	36.50	£7,701.50
7	iv) 225 TW un-perforated carrier - Connections to Existing Chambers	m	45	75.00	£3,375.00
8	v) Laterals/main junctions - 80 mm/150 mm	no.	53	15.00	£795.00
8	vi) 100 mm catchwater perforated	m	174	15.50	£2,697.00
9	Silt chambers				
10	i) 500x600 silt chamber	no.	6	1550	£9,300.00
11	Removal of drainage arisings - deposit on site in landscape mounds	Provisional item	1	3000	£3,000.00
5306	Secondary drainage				
	Supply and install gravel bands with sand backfill @ 3m centres during establishment period	m2	30,758	2.90	£89,198.20
	Removal of drainage arisings - deposit on site in landscape mounds	Provisional m2	30,133	0.10	£3,013.30
5308	Seed bed preparation				
1	Prepare seed bed	m2	30,758	0.45	£13,841.10
2	Supply and apply 12-12-12 fertilizer @ 350 kg/ha	m2	30,758	0.07	£2,153.06
5309	Seeding				
1	Supply and sow seed for graded pitch areas @ 400 kg/ha	kg	1,166	0.35	£408.10
2	Willowow mixture on drainage arisings have been landscaped	item	1	750	£750.00
5400	INITIAL MAINTENANCE PERIOD				
5402	Mowing				
1	When the grass is 50 mm high remove stones & other debris > 20 mm from surface and roll with flat roller	m2	30,758	0.03	£922.74
2	Mowing - commence with rotary mower	no.	8	525	£4,200.00
	Mowing - further cuts with mounted cylinder mower maintaining a height of 35 mm	no.	22	525	£11,550.00
5403	Fertiliser				
1	Supply and evenly apply fertilizer with analyses as follows:				
	A) Conventional granular fertilizer with analysis 12-12-12 at a rate of 350 kg/ha.	m2	30,758	0.07	£2,153.06
	B) Slow release granular fertilizer with analysis 10-10-10 at a rate of 90 kg/ha.	m2	30,758	0.07	£2,153.06
	C) Granular fertilizer with analysis 16-6-6 at a rate of 350 kg/ha.	m2	30,758	0.07	£2,153.06
	D) Granular fertilizer with analysis 16-6-6 at a rate of 350 kg/ha	m2	30,758	0.07	£2,153.06
5404	Overseed pitch platforms plus surrounds with approved seeds mixture (200 kg/ha)	Provisional m2	30,758	0.07	£2,153.06
5405	Verti drain the graded platforms	no.	2	1550	£3,100.00
5405	Supply and apply sand top dressing to graded platforms plus surrounds at 180 tonnes/ha	Provisional tonne	232	59.00	£13,708.00
5407	Supply and apply selective herbicide	Provisional m2	30,758	0.03	£922.74
5408	Provide as-built drawing	item	1	2400	£2,400.00
5409	Topping up drain lines	Provisional item	1	4500	£4,500.00
Total carried to Summary (Excluding VAT)					£337,233.81

*GA*