



Part 2 Specification

Contract Reference

TBS2619

Contract Title

**Inspection and Maintenance of Brixham
Harbour Moorings 2020**

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1. Overall Scope and Nature of the Requirement

The Council is seeking an experienced Contractor to deliver a programme of inspection and maintenance of the moorings at Brixham Harbour, indemnifying all moorings for periods of 15 months.

2. Specific Requirements

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GENERAL

LOCATION OF SITE

G.1 The site of the works is in the Outer Harbour, Brixham, Devon.

GENERAL DESCRIPTION OF THE WORKS

G.2 The works to be executed under the Contract will comprise of the following separate phases of work. No longer than 14 days will elapse between the completion of Phase 1 and commencement of Phase 2.

Phase 1 works

The annual inspection for adequacy of the existing moorings including:-

- 1) The mooring riser chain and all connections
- 2) Ground chain and connections
- 3) Buoy, including shackles and buoy elements
- 4) All lettering on existing buoys shall be remarked during this inspection

Phase 2 works

- 1) The replacement of any defective sections/elements
- 2) The delivery of any replaced elements for inspection to a locked container which shall be suitably located. All elements shall be tagged and clearly notated with mooring number and location.
- 3) The completion and signing of the inspection schedule and indemnity certificate, a specimen copy of which is appended
- 4) Any buoys which are in need of replacement shall be supplied with the relevant mooring number clearly marked.

INSPECTION OF SITE

G.3 The Contractor shall be deemed to have inspected and examined the site and to have satisfied himself as to the full extent and character of the operations to be performed. The Contractor shall also be deemed to have satisfied himself before submitting his tender, as to the correctness and sufficiency of the rates, prices stated by him in the Priced Bill of Quantities which shall (except insofar as it is otherwise provided in the Contract) cover all his obligations under the Contract.

CONTRACT DRAWINGS

G.4 The Contract Drawings are T0136CCS-10/6/11/01,02 and 03

WORKING EQUIPMENT

- G.5 The Contractor will supply details of all work vessels to be used, showing that the main vessel has the winch/crane capacity necessary for these works, together with Diving Support Capacity. It is anticipated that a 5 tonne lifting capacity will be required.

Any vessel used in the execution of the works shall comply in all respects with "The safety of small work boats and Pilot Boats A Code of Practice" produced by the Marine and Coastguard Agency and published by HMSO.

SITE OF WORKS AND ACCESS

- G.6 The "Site of the Works" is shown on the location plan. Access to the site is by sea, there being only very limited access to berths on quays.

Any damage occurred to the quays, roads, and footpaths shall be reinstated to a condition at least equal to that on entry, and at the Contractor's expense.

CONTRACTOR'S PROPOSALS

- G.7 The Contractor shall at the time of Tender submit a detailed method statement outlining his proposals for carrying out the work, and the type of plant and equipment it is proposed to employ. No tender will be approved until full details of the proposals have been submitted and discussed with the Contractor. Acceptance of the Contractor's proposals shall in no way detract from the Contractor's responsibilities.

LIAISON WITH HARBOUR MASTER

- G.8 The Contractor shall maintain daily liaison with the Brixham Harbour Master, who is responsible for the control and administration of the harbour facilities and movement of vessels.

The Contractor must inform the Harbour Master of the operations he will be undertaking on each day and the area in which he will be working.

VESSELS ON MOORING

- G.9 The Contractor will be required to work with vessels remaining in place on the moorings whilst inspections and works are carried out. The Contractor will be responsible for any damage occasioned to the vessels.

STORAGE AREAS

- G.10 The Contractor must make his own arrangements for storage of plant and materials required during the currency of the work including any safe storage facilities required.

NOISY PLANT

G.11 All plant shall be fitted with efficient silencers or mufflers where appropriate.

SUFFICIENCY OF MEANS AND TEMPORARY WORKS

G.12 The Contractor shall take upon himself the full and entire responsibility for the sufficiency of plant, machinery, tools and equipment for all means used for the fulfilment of the Contract, whether such means may or may not have been approved by the Engineer. He shall, where the Engineer so directs, furnish sufficient information to the Engineer to enable him to ascertain the adequacy of any temporary works.

The Engineer may require modifications to be made if he considers them inadequate and the Contractor shall give effect to such modifications at his own cost.

No approval given or implied by the Engineer shall, in any way, relieve the Contractor of his responsibilities in this matter.

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No approval given or implied by the Engineer shall, in any way, relieve the Contractor of his responsibilities in this matter.

PHOTOGRAPHS

G.13 Where required by the Engineer the Contractor shall cause photographs to be taken for the record or other purposes. The copyright in all such photographs shall vest in the Employer. No photograph of the works shall be published without the prior consent of the Engineer in writing.

RECORDS

G.14 Each mooring as it is inspected/replaced shall have an inspection schedule and indemnity certificate fully completed and signed on a daily basis. Such certificate shall be handed to the Brixham Harbour Master on a daily basis.

Any mooring for which the above documentation is not provided will not be paid for. The Contractor will be required to re-examine the mooring and complete the paperwork at his own expense.

VISITORS TO SITE

G.15 Facilities are to be provided for visitors, authorised by the Engineer, to inspect the works and the Contractor is to ensure that his insurance covers such visits.

ADVERTISEMENTS

G.16 No advertisement of any kind shall be exhibited on the site of the works unless

approved by the Harbour Master in writing.

DAYWORKS

- G.17 Dayworks shall be executed in accordance with the current "Schedules of Dayworks carried out to Contract Work" as issued by the Federation of Civil Engineering Contractors. No dayworks shall be carried out without the written permission of the Engineer.

The Contractor shall submit with his Tender a schedule of Daywork rates giving an itemised breakdown and rate for his different categories of personnel and principal items of equipment used, on an hourly basis.

CLEARANCE OF SITE

- G.18 The clearance of the site of the works is to be completed within 3 days of the date of the Completion Certificate.

SAFETY REQUIREMENTS

- G.19 The Contractor shall comply with all statutory H.S.E. requirements for the safety and welfare of persons employed in the works and shall submit details of his staff intended to be used on the contract together with full details of their qualifications.

The Contractor is to submit Company's Health and Safety Policy related specifically to this project.

In respect of all diving operations the Contractors shall comply with the requirements of SI No. 2766 (1997), "Diving at Work Regulations 1997" and document L104, "Commercial Diving Projects Inland/Inshore".

The Construction Design & Management Regulation (CDM) shall apply to this contract and the successful Contractor will be required to develop the Safety Plans before entry onto the site.

MARINE PRECAUTIONS

- G.20 In executing the works the Contractor shall take all reasonable precautions to prevent spillage of materials and fuel into the sea, and will be responsible for any such spillage, howsoever caused.

MATERIALS

- M.1 The whole of the materials and manufactured articles shall be supplied complete with all British Standard certification. Any materials supplied without such certification will be rejected and removed from the site at the Contractors expense.

It will be for the Contractor to organise the quantities and storage of materials.

Crane facilities are available at Haldon Pier, Torquay by local arrangement and with the Harbour Masters consent.

EQUIPMENT

M.2 Chain

All chain to be short link and to be manufactured in accordance with BS 6405 Grade 30. It is to be manufactured from carbon steel and is to be electrically welded to ensure maximum strength. It is to be calibrated to DIN: 766 to guarantee an even pitch. Test Certificates will be required.

Shackles

All shackles to be "Green Pin" by Van Beest (or similar approved), tested to the loadings specified for each class (12t. 8.5t. and 6.5t), and to be self coloured.

Full manufactures Test Certificates will be required.

Buoys

Class 1 buoys shall be Norfloat MB350 or similar approved

Class 2 buoys shall be Norfloat BM90 or similar approved

Classes 3 and 4 shall be Norfloat BM75 or similar approved

All new buoys to be yellow.

Note: The Norfloat BM range of buoys have been specially designed for use at Brixham Harbour and do not appear in the company's standard catalogue.

WORKMANSHIP AND GENERAL EXECUTION OF WORKS

W.1 The whole of the works shall be executed in the manner specified, workmanship to be best of the respective trades or class and the Works are to be to the dimensions and in accordance with the other particulars shown on the Contract Drawings or stated in the Bills of Quantities or Specification.

Where the appropriate British Standard or British Standard Codes of Practice lay down standards of workmanship, these are to be treated as the minimum standard of workmanship acceptable in the execution of the works.

METHOD AND SEQUENCE OF WORKS

W.2 The Contractor shall submit full details of his proposed methods and sequence of connection, incorporating sufficient details and supporting information to enable the suitability of his proposals to be evident.

ACCESS TO AND EXAMINATION OF WORKS

W.3 The Contractor shall afford every facility for, and every assistance, including standard diving team, to enable the Engineer or his representative to inspect the works. No work shall be covered up without the approval of the Engineer, and the Contractor shall give due notice to the Engineer whenever any such work is ready or about to be ready for examination. The Contractor is to ensure that his insurances cover such inspection.

**DRAWINGS, AND EXAMPLES OF
INSPECTION SCHEDULES/
INDEMNITY CERTIFICATES**

**MOORINGS FOR BRIXHAM HARBOUR
INSPECTION SCHEDULE/INDEMNITY CERTIFICATE**

MOORING ROW..... MOORING CLASS 1

MOORING NUMBER.....

Mooring Element	Verify Size Y/N	Condition		Length of Chain Renewed	Works Complete Y/N	Detailed Reasons for Replacement/Other Comments
		Retain Y/N	Renew Y/N			
65mm Ground chain						
Ground chain attachment						
26mm riser chain						
350kg cylinder buoy, shackle and all attachments						

The mooring above has been inspected by ourselves (as dated below) and we certify that this mooring will remain in class for a period of 15 months from the date of inspection and will indemnify the Council against all losses and claims for injury to persons or property whatsoever arising from any failure of such moorings for this period.

Company stamp of mooring contractor

Signature of Authorised Contractor

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Date of Issue of Certificate

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**MOORINGS FOR BRIXHAM HARBOUR
INSPECTION SCHEDULE/INDEMNITY CERTIFICATE**

MOORING ROW..... MOORING CLASS 2

MOORING NUMBER.....

Mooring Element	Verify Size Y/N	Condition		Length of Chain Renewed	Works Complete Y/N	Detailed Reasons for Replacement/Other Comments
		Retain Y/N	Renew Y/N			
65mm ground chain						
Ground chain attachment						
26mm riser chain						
90 kg buoy, shackle and all attachments						

The mooring above has been inspected by ourselves (as dated below) and we certify that this mooring will remain in class for a period of 15 months from the date of inspection and will indemnify the Council against all losses and claims for injury to persons or property whatsoever arising from any failure of such moorings for this period.

Company stamp of mooring contractor

Signature of Authorised Contractor

Date of Issue of Certificate

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**MOORINGS FOR BRIXHAM HARBOUR
INSPECTION SCHEDULE/INDEMNITY CERTIFICATE**

MOORING ROW..... MOORING CLASS 3

MOORING NUMBER.....

Mooring Element	Verify Size Y/N	Condition		Length of Chain Renewed	Works Complete Y/N	Detailed Reasons for Replacement/Other Comments
		Retain Y/N	Renew Y/N			
65mm ground chain						
Ground chain attachment						
19mm riser chain						
75 kg buoy, shackle and all attachments						

The mooring above has been inspected by ourselves (as dated below) and we certify that this mooring will remain in class for a period of 15 months from the date of inspection and will indemnify the Council against all losses and claims for injury to persons or property whatsoever arising from any failure of such moorings for this period.

Company stamp of mooring contractor

Signature of Authorised Contractor

Date of Issue of Certificate

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**MOORINGS FOR BRIXHAM HARBOUR
INSPECTION SCHEDULE/INDEMNITY CERTIFICATE**

MOORING ROW..... MOORING CLASS 4

MOORING NUMBER.....

Mooring Element	Verify Size Y/N	Condition		Length of Chain Renewed	Works Complete Y/N	Detailed Reasons for Replacement/Other Comments
		Retain Y/N	Renew Y/N			
65mm ground chain						
Ground chain attachment						
19mm riser chain						
75 kg buoy, shackle and all attachments						

The mooring above has been inspected by ourselves (as dated below) and we certify that this mooring will remain in class for a period of 15 months from the date of inspection and will indemnify the Council against all losses and claims for injury to persons or property whatsoever arising from any failure of such moorings for this period.

Company stamp of mooring contractor

Signature of Authorised Contractor

Date of Issue of Certificate

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3. Health & Safety

The Applicant must adhere to Torbay Councils Health and Safety policy and the Port Marine Safety Code, available to view on Tor Bay Harbour's website <https://www.tor-bay-harbour.co.uk>

4. Invoicing

- 4.1 The Contractor will invoice the Authority at regular intervals. Invoices must include the Purchase Order number and they must be submitted electronically to Payments Section at Torbay Council, Town Hall, Castle Circus, Torquay TQ1 3DR.
- 4.2 Any undisputed element of an invoice will be paid within 30 days of receipt.

5. Added Value

5.1 Further Services Offered

The Applicant will be expected to suggest as part of its response to the Evaluation Questions any additional products or services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to the Authority. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

5.2 Social Value, Sustainability, Environmental Considerations

5.2.1 The Authority is seeking a Contractor who will add value to the Contract by providing additional community benefits which support the Council's ambitions for a prosperous and healthy Torbay, as identified in the Corporate Plan 2015-2019:

<http://www.torbay.gov.uk/council/policies/corporate/corporate-plan/>

5.2.2 The Applicant should include in their Tender response any proposals which may provide social value over the period of the Contract. Examples may be evidence of a sustainable approach to disposal of chains, other materials or waste, environmental considerations and employment opportunities such as work experience or apprenticeships.

6. Awarding the Contract on Behalf of Other Contracting Authorities

The Authority is not purchasing on behalf of other contracting authorities.