

# Save the White Lion Pailton

# Invitation to Tender For Quantity Surveying Services

Issue Date: 2<sup>nd</sup> February 2023 Return Date: Midday, Monday 20<sup>th</sup> February 2023

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### I Overview and Project Scope

The White Lion is a much-loved 18th century coaching inn, at the heart of the village of Pailton, North Warwickshire. It is Listed Grade II and has been at the heart of its community for over 300 years.

Over this time, the pub continuously changed and adapted to meet local needs, but it has retained both its architectural and social significance. There are clearly legible parts of the original timber framed structure still in place, along with evidence of former stables and domestic outbuildings. The context of the site is very much a key focal point along the village's main street (Coventry Road). The pub is well set back from the road, with land to both the sides and rear. This established setting creates a strong visual and heritage focus for the village and its community.

The pub has, however, been closed for seven years, and is in poor repair. Its condition is fragile and deteriorating – without a plan for restoration now, this building, so important to the identity and history of the village, will be lost.

The aim of the community led project to Save the White Lion is to restore and renew the building and grounds and establish a sustainable community business at the heart of our village.

The local community mandated Pailton Parish Council (PPC) via the Pailton White Lion Working Group (PWLWG) to purchase the White Lion and since then the Committee has carried out extensive community consultation to establish local residents' priorities for what the White Lion needs to provide for the village and the local area. These community consultations have provided us with a very clear set of aspirations for the future of the White Lion.

In summary, the plan is that the White Lion will provide: a community shop and post office; a pub and café/restaurant, extending into the grounds to the side and rear; workspace for artisan producers and makers in the one-time stable block and in the main building during quieter times; overnight/holiday accommodation on the upper floors; outdoor space for eating out, farmers' and makers' markets and a wide range of community activities.

The capital development project that we have developed includes:

- Full conservation and restoration of the Listed buildings, incorporating sustainable technologies for carbon neutral operation.
- Demolition of the modern block detracting from heritage significance.
- Reuse of the ground floor to provide, licensed areas for food and drink and kitchen and possible deli
- Creating six en-suite rooms on the first floor and a large suite on the second floor for overnight/holiday accommodation.
- Restoring the historic stable block to provide working space and jobs for artisan producers shop and Post Office and/or local businesses.
- Landscaping external areas, providing disabled access, attractive gardens and garden loggia.
- Creating spaces and facilities for community activity, particularly for families and older generations facing isolation.
- Telling the stories of the village and its pub through interpretation and digital outputs.

A conceptual layout has been developed and is presented as Attachment 4.

The duration of the project and structure of the project plan are influenced by the Heritage Fund award process which divides the project into two stages. Firstly, a Development Phase which encompasses RIBA Stages I to 3 and secondly a Delivery Phase which encompasses RIBA Stages 4 to 7.

The Project will provide a unique local opportunity for people to develop skills and learn about heritage. We are expecting our Project Team to fully engage with this process by contributing to hard hat tours on-site by the public, key stakeholders and heritage professionals, give public talks within the community and a talk at a local school careers fair. The Project Team is not expected to organise these events, but they are expected to attend and some events may happen outside the normal working week. Any fee proposals, therefore, should include provision for this engagement, further details of which will be provided.

The contract will run from March 2023 to February 2026 (February 2027 End of Defects Liability Period) with a stand down period when the application is being assessed between October 2023 and c. May 2024 Key dates for design, mobilisation and build are provided in Table 2.

Overall costs for conservation, restoration and rebuild are estimated to be in the region of  $\pounds$ 850,000 (exc. VAT)

## 2 Scope of Service

Pailton Parish Council is seeking proposals for the provision of a range of consultancy support services for the White Lion Project and the development of the National Lottery Heritage Fund (NLHF) Stage 2 Heritage Enterprise application and the subsequent delivery of the project on site.

The Parish Council now seeks to appoint a Quantity Surveyor to work alongside the Architect-led Design Team and the Project Manager.

At the time of this appointment a Feasibility Study has been completed which has taken the project to the point where a Concept Design has been produced and agreed. Associated construction costs and Professional Fees have been estimated.

The project organisation structure has been determined and is presented in Attachment 3 and Greenwood Projects Ltd have been appointed for Project Management.

The Quantity Surveyor will report to the PWLWG and will be responsible for all aspects of the design and statutory approvals.

The Quantity Surveyor will take full responsibility for the provision of all quantity surveying and cost management services necessary for the successful outcome and delivery of the NLHF funded project.

They will work with other members of the design team to obtain all information necessary to complete the project within the approved project budget and programme.

It should be noted that the Quantity Surveyor will stand down during the Heritage Fund Delivery Phase assessment when there will be a break clause in contract of services. The assessment period will be from October 2023 until such time after March 2024 that full Permission to Start is granted by the Heritage Fund. The professional team including the Quantity Surveyor will re-start on the condition that the Heritage Fund funding is approved and at the discretion of the Client.

# The indicative maximum fee available for this work is £5,000 (Development Stage up to RIBA 3) and £15,000 (Delivery Stage RIBA 4 - 6).

#### **General Requirements**

Specific role responsibilities are as follows:

#### **RIBA Stage I – Preparation**

- 1.1 Attend regular meetings with the client to take instruction and with the design team and others through the Preparation Stage in order to monitor progress.
- 1.2 With other members of the design team, prepare cost strategies and other materials for inclusion in the Project Definition Report.

#### RIBA Stages 2 and 3 - Concept Design and Developed Design

- 2.1 Plan, coordinate and attend regular meetings with the client, design team and others throughout these stages to monitor progress.
- 2.2 Contribute towards risk management throughout the project so that all risks are identified and strategies in place for their avoidance, mitigation or management.
- 2.3 Review and prepare cost plans in respect of RIBA Stage 2 Concept Design and submit to the Client.
- 2.4 Contribute as required to RIBA Stage 2 Project Progress Report and Concept Design Report for presentation to the Client, stakeholder and public consultation and to the Development review with NLHF
- 2.5 Contribute towards providing sufficient information such that the Client is able to give informed approval to proceed to RIBA Stage 3 Developed Design.
- 2.6 In liaison with members of the design team, prepare and project progress update and a cost plan based on the approved cost and the anticipated start and completion dates. Provide advice regarding options for the procurement of the Works.
- 2.7 Contribute as required to RIBA Stage 3 Project Progress and Developed Design Report for presentation to the Client, NLHF and other stakeholders at a RIBA Stage 3 Review meeting.
- 2.8 Prepare a cost and risk analyses for the repair and conversion works in accordance with the schedule of works for the works of repair and conversion prepared by the design team.
- 2.9 In conjunction with other members of the design team assist the design team in the preparation of a ten year management and maintenance plan for the project, including preparation of costed schedules of cyclical maintenance.
- 2.10 Prepare and present all project, programme and costing information as might be required to compete the NLHF and other funding applications and to respond to assessor's queries.
- 2.13 Obtain Client approval to proceed to RIBA Stage 4 Technical Design subject to the approval of all funding and the confirmation of the Client that the project and appointment are to proceed.

#### **RIBA Stage 4 - Technical Design**

- 3.1 Attend regular meetings with the design team and others in order to monitor progress and to take any action necessary to correct any risks, issues and variations that occur. Ensure the timely exchange of information between the members of the design team and client.
- 3.2 In co-operation with the design team assist in the preparation of a detailed programme for the preparation of design and production information leading up to obtaining tenders for the Works.
- 3.3 Attend consultation events as required by the Client and partner organisations. Incorporate outcomes as agreed with the client.

- 3.4 Contribute as required to RIBA Stage 4 Project Progress and Technical Design Report for presentation to the Client, NLHF and other stakeholders at a RIBA Stage 4 Review meeting.
- 3.5 Update cost plans throughout the design phase to ensure costs targets are met and advise the design team as necessary.
- 3.6 Where the Client has indicated the possibility of a change to the agreed brief during the design phase, inform the Client of the cost and programme implications and obtain the Client's instructions.
- 3.7 Ensure that life cycle costings are applied to the design for the project and that solutions giving the best overall value for money are adopted and, where this may result in the cost limit for the project being exceeded, make recommendations to the Client and obtain instructions.
- 3.8 Advise and support the assessment of procurement options for the main or other contractor roles and, if required, prepare full Bills of Quantities or other documentation for the letting of contracts for the project.

3.9 With the Project Manager, make contract procurement recommendations to the Client and obtain instructions.

- 3.10 With the Project Manager, advise the client on the content and assessment criteria for the Pretender Qualification Questionnaire. Support the Client in the implementation of the first stage selection process.
- 3.11 Support the Client in implementing a tender process compliant with Public Procurement Regulations 2015 or subsequent regulation.
- 3.12 In liaison with the professional team, make recommendations to the Client on the suitability of contractors who may be invited to submit a tender for the main works and any specialist works and obtain instructions.
- 3.13 In liaison with members of the professional team, ensure that all drawings, specifications, schedules, Bills of Quantities or other documents necessary for the placing of contracts are completed and are fully coordinated, are in accordance with the brief approved by the Client and are available on the programmed date.
- 3.14 Complete a pre-tender estimate based on the tender documentation.
- 3.15 Agree with the Client final arrangements for the obtaining and assessment of tenders.
- 3.16 Contribute as required towards risk assessments as required, including by regular risk workshops and ensure that risks are appreciated by all team members and mitigation is coordinated and implemented.
- 3.17 Undertake value management exercises.
- 3.18 Assist as required in preparing and providing information to support the tender process, briefing tenderers, contract documentation, etc.

- 3.19 With the Project Manager, deal with all enquiries from the contractors during the tendering period.
- 3.20 Together with the Client examine tenders received and, in liaison with the professional team, make recommendations to the Client as to the adequacy or otherwise of the tenders.
- 3.21 Organise and attend any clarification or other meeting with tenderers.
- 3.22 Organise as required in any clarification or adjustment process pre contract.
- 3.23 Undertake full post tender analysis and with the Project Manager prepare post tender reports.
- 3.24 Report the outcome of the tender and obtain the Client approval to proceed to Stage 5 Construction.

#### **RIBA Stage 5 – Construction**

- 4.1 In liaison with the other members of the professional team, provide the Client with documents necessary for entering into contract.
- 4.2 Contribute towards risk assessments as required.
- 4.3 Undertake value management exercises.
- 4.4 Attend meetings with the Contractor or with others as required
- 4.5 Attend regular meetings with the professional team to review design information and monitor the distribution of that information to the Contractor and the other Consultants as may be necessary.
- 4.6 Until completion of the project, continue reporting to the Client in accordance with procedures established under Stage 3.
- 4.7 Contribute as required towards post contract Change Control procedures.
- 4.8 Provide services to include monthly valuations and variations up to and including the final account.
- 4.9 Prepare a monthly progress and valuation report detailing contract expenditure to report to the Client. As a minimum the monthly valuation report should include:
- A summary of all progress made against programme, approved design and agreed work plan
- Provisional sums for dayworks both as tendered and currently anticipated
- Adjustment of provisional sums as tendered an currently anticipated
- Adjustment of approximate quantities both as tendered and currently anticipated
- A cumulative total of AI's including the value of additions and omissions
- Anticipated/unconfirmed variations
- Claims for loss and expense.

- 4.10 Until completion of the project, report to the Client at monthly or such other intervals as agreed on the progress of the Works.
- 4.11 Attend regular meetings with the Contractor and members of the design team as necessary in order to monitor the progress of the Works and the production of design information to the Contractor.
- 4.12 Contribute towards written reports and monitoring statements as required to satisfy the requirements of the funding bodies and support the Client's Project Manager in making interim grant claims.
- 4.13 Inform the Client of any contractual difficulties which may arise during the course of the contract and obtain the Client's instructions.
- 4.14 Inform the Client of any changes to the anticipated Practical Completion date of the Works.

#### RIBA Stages 6 and 7 - Handover and Close Out and In Use

- 5.1 Assist the design team through advising on Management & Maintenance Plan costings as required.
- 5.2 Prepare a final valuation of the Works and report the final cost of the Works to the Client.
- 5.3 Liaise with members of the design team to issue the Final Certificate and any other documentation required by Client in satisfying the completion requirements of NLHF and other funders.
- 5.4 Provide a valuation for insurance purposes if required.

### 3 Tender Requirements & Assessment Criteria

#### Timetable

#### Deadline

Completed tenders should be returned by email by Monday 20<sup>th</sup> February midday.

No questions will be accepted after midday on Thursday 16th February 2023.

It is the Tenderer's responsibility to ensure that they are received on time. If you would like to visit the White Lion, then we will be arranging a series of dates for walkthroughs.

#### Insurance

The Design Team will hold Professional Indemnity cover set at  $\pounds 2M$ , Public Liability at  $\pounds 5M$  and Employer's Liability at  $\pounds 10M$ . If there are any exceptions to this within the subconsultant team, please highlight this in our submission.

#### Interview date

The PPC may hold clarification meetings. These will comprise of a 15-minute presentation from the tenderer followed by a 30 minute question and answer session based on the tenderer's submission. The date of the interviews is TBC.

#### Tender submissions - please read carefully

The purpose of the tender response is to enable the PPC to evaluate your understanding of our requirements, the suitability of your proposed approach and experience and skills of your team. Your response should consist of the following:

A written response to the evaluation criteria below.

• Ensure your responses relate to the project brief. Do not include generic information. Any general marketing material about your company or additional appendices that have not been requested will not be considered.

A priced offer in the format request.

- It is the Tenderer's responsibility to ensure all fees, rates and prices quoted are correct. Tenderers will be required to hold these or withdraw their tender in the event of errors being identified after the submission of tenders.
- If a Tenderer fails to provide fully for the requirements of the specification in the tender it must either absorb the costs of meeting the full requirements of the specification

within its tendered price, or withdraw the tender.

- No tender will be considered which is late, for whatever reason nor will changes be permitted after the closing date.
- All tenderers shall keep their respective Forms of Tender valid and open for acceptance by the PPC for 90 days from receipt.

Signatures of appropriately authorised individuals e.g. where the tender is a Limited Company, by a Director; where it is a Partnership, by two authorised partners or by an individual if they are a sole trader. Signatures can be scanned.

Evidence of appropriate insurances. All consultants should have Public and Professional Liability and Companies Employer's Liability if they have employees.

#### Assessment Criteria

Bids will be assessed on the following basis:

Quality – 30%

Cost – 70%

The Client will select a shortlist from the applicants to be invited for interview. In drawing up the shortlist and making the appointment the following evaluation and scoring process will be used:

- Relevant experience (preferably) from two similar projects, preferably funded by the National Lottery Heritage Fund and including listed building (15%)
- Qualifications and experience of the proposed team including CVs. No CV must be more than four sides of A4 (15%)
- Price (70%)

In addition, the following documentation will be required as part of the tender submission:

- CVs and contact details off each member of the team to be assigned to undertake the role, including a short summary demonstrating their suitability, qualifications and experience
- Details of three technical referees for work of a similar nature
- Evidence of public, employers and professional indemnity insurance.

#### Quality Scoring (30%)

The PPC will assess Tenderers' responses according to the quality criteria stated above and will award points up to the maximum shown against each heading in the Quality evaluation assessment table below. Failure to achieve a rating of satisfactory (i.e. a minimum unweighted score of 15%

or above) in any one or more categories may result in the bid being disqualified at the PPC's discretion.

Assessment Criteria	Score
<b>Unacceptable:</b> either no answer is provided, or the answer fails to demonstrate that any of the PPC's key requirements in the area being measured will be delivered.	0
<b>Poor:</b> fails to demonstrate how the PPC's basic requirements in the area being measured will be addressed, giving rise to serious concerns that acceptable outcomes would not be delivered against the project brief.	I
Weak: barely demonstrates how the PPC's basic requirements in the area being measured will be addressed, giving rise to concerns whether acceptable outcomes would be delivered against the project brief.	2
<b>Satisfactory:</b> demonstrates how the PPC's basic requirements in the area being measured will be addressed so as to deliver acceptable outcomes against the project brief.	3
<b>Good:</b> demonstrates how most of the PPC's requirements in the area being measured will be addressed so as to deliver good outcomes against the project brief.	4
<b>Excellent:</b> demonstrates clearly how all of the PPC's requirements in the area being measured will be fully addressed so as to deliver excellent outcomes against the project brief.	5

#### Cost Scoring (70%)

The tenderer who submits the lowest overall price will receive the full score of 70% available for the financial evaluation. Remaining bids will be awarded a score proportionate to the lowest priced bid according to the following formula:

Score = (lowest bid received/ bid price)  $\times$  70%

Abnormally low or high bids distort evaluation of tenders and where the PCC feels that a bid falls into one of these categories the tender will be asked to explain or clarify their bid. This includes the discounting of daily rates.

#### **Preparation of Tender**

Tenderers are responsible for obtaining all information necessary for the preparation of their response; and all costs, expenses and liabilities incurred in connection with the preparation and submission of the Tender and attending any interviews will be borne by the Tenderer.

The Tenderer is expected to have carried out all research, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, and character of the requirements of the Contract (in the context of and as it is described in the Specification), the extent of the materials and equipment which may be required and any other matter which may affect its Form of Tender.

Tenderers may seek clarification on any of the points contained in the tender documents at any time **up to midday on Thursday 16**<sup>th</sup> **February 2023.** 

#### Non-consideration of Form of Tender

The PPC reserve the right not to award the contract to the highest scoring, lowest priced or to any tenderer; and reserve also the right to accept any of the same in whole or in part. The PPC may also refrain from considering any Form of Tender if it is not in accordance with the Form and Conditions of Tender, or the Tenderer does not provide all the information required or attempts to make variation or alterations to the Form of Tender, Conditions of Contract or the Specification.

#### **Tenderer's Warranties**

In submitting a Tender, the Tenderer warrants that:

- It has not done any of the acts in the Non-Consideration of Form or Tender,
- all information provided is true, complete and accurate in all respects including details of previous projects being presented as examples,
- it has full power and authority to enter into the Contract.
- it is of sound financial standing, and
- its partners, directors and employees are not aware of any circumstances that may adversely affect such financial standing in the future.

#### Confidentiality

The Form of Tender, the Conditions of Contract, the Specification, and all other documentation or information issued by the PPC relating to the Tender shall be treated by the Tenderer as private and confidential for use only in connection with the Tender and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the PPC.

The documents which constitute the project and all copies thereof are and shall remain the property of the PPC (whether or not the PPC shall have charged a fee for the supply of such documents) and must not be copied or reproduced in whole or in part and must be returned to the PPC upon their request.

All information provided by tenderers as part of a tender return will be treated as confidential.

#### Freedom of Information

Information in relation to this tender may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000.

Tenderers should state if any information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act, and should state why they consider the information to be confidential or commercially sensitive.

This will not guarantee that the information will not be disclosed, but will be examined in the list of the exemptions provided in the Act.

#### ATTACHMENT I: Form of Tender

Please complete this form and include it with your responses to the questions above.

#### **Project: Save The White Lion**

Professional Service: Quantity Surveyor

#### Name of Tenderer:

I/We, the undersigned, do hereby offer to execute and complete the above mentioned professional services in strict accordance with the Schedule of Services for the following lump sum fee:

£ \_\_\_\_\_plus VAT for the development phase (RIBA Stage 2/3)

£ \_\_\_\_\_plus VAT for the delivery phase (RIBA Stage 4 to completion)

Confirm figure in words: \_\_\_\_\_plus VAT

#### **Resources**

Please state the number of days and day rates intended for the delivery and development phases in the table below:

	Development phase		Delivery phase	
Team	Day Rate £	No. of days	Day Rate £	No. of days
Director/ Partner				
Senior Consultant				
Consultant				
Other – specify				

The above day rates will be utilised to negotiate any additional works that may be required if deemed to be beyond the reasonable scope of the works specified. All day rates are to be based on a 7.5 hour day and are to include allowance for disbursement

#### **Expenses and Disbursements**

The fee offer is to include <u>all</u> expenses and disbursements (including printing charges).

#### **Offer Period**

This tender/ offer is to remain open for a period of 90 days from the date fixed to the return of tenders.

Dated this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_

	Tenderer to provide responses. Some are pass/ fail
Name of firm or company	
Postal address	
Registered address (if applicable)	
Company number (if applicable)	
Please indicate if you are: a sole trader, partnership, Public or Private Limited Company or other type of organisation	
Main contact	
Contact telephone number	
Contact email address	
Please indicate your level of Employer's Liability Insurance, the policy number and expiry date <sup>1</sup> Please indicate your level of Public Indemnity	
Insurance, the policy number and expiry date	
Please indicate your level of Professional Indemnity Insurance, the policy number and expiry date	
Signature of authorised person	
Name of authorised person	

<sup>1</sup> If you do not have any of these insurances please indicate if you will purchase them if awarded the contract. If they are not applicable e.g. you are not an employer please indicate this.

Capacity in which signed	
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### ATTACHMENT 2 -Timetable for Delivery of the Project - V4

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Task	Start Month/YR	End Month / Yr	
Development Stage milestones			
Appoint project manager (PM)	Aug-22	Sep-22	
Tender Project Team (PT)	Dec-22	Jan-22	
Consultant Appointment & Start-Up	Jan-22	Jan-22	
RIBA stage 2 works and sign off	Feb-22	Jun-23	
RIBA 3	Jul-23	Sep-23	
NLHF round 2 application	Oct-23	Oct-23	
Round 2 approval	Mar-24	Mar-24	
Delivery Stage milestones			
Round 2 Permission to Start	Apr-24	Apr-24	
RIBA 4 and main contractor procurement	Jun-24	Oct-24	
Capital works	Nov-24	Jan-26	
Internal fit out	Nov-24	Jan-26	
handover and opening	Feb-26	Feb-26	
Contract defects period	Jan-26	Jan-27	

# Attachment 3 – Organisational Structure

# **Pailton Parish Council**

Ultimate Client responsible for receiving and payment of funds

# Pailton White Lion Working Group (PWLWG)

Parish Council represented CIC represented

Responsible for; liaison with PM, NLHF, fundraising and communication with Community and

### **Project Team**

Project Manager—Lead/Chair PWLWG

Architect QS

**Business Consultant**