

A GUIDE TO THE ARTIFICIAL PITCH FRAMEWORK

2020 - 2024



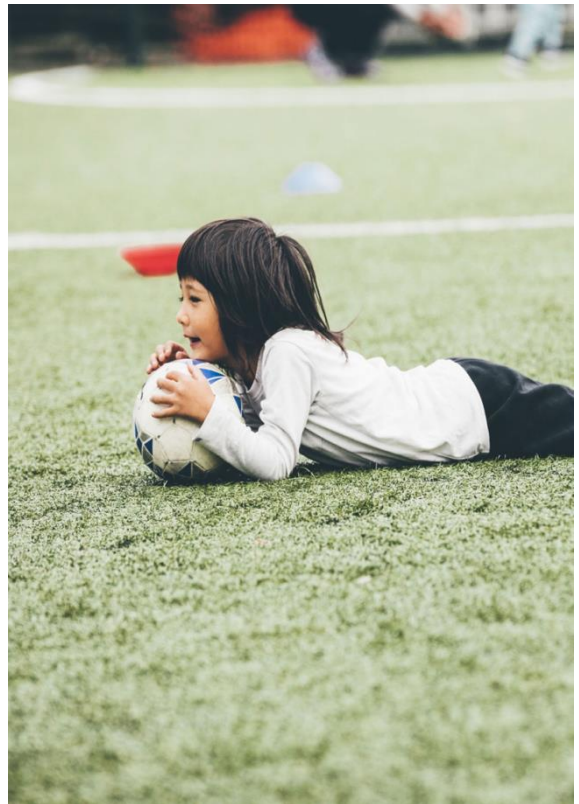
INTRODUCTION

The purpose of this guidance is to introduce the Football Foundation Framework for delivering artificial grass pitches (AGP's). This document explains what the Framework is and the process of using it. Further information on the detail of the Framework Alliance Contract itself can be found in our "Guide to the Framework Alliance Contract"

The Football Foundation has developed the Framework as a 'turn-key' package that ensures best value for the level of quality required of grant funded projects.

The Foundation has procured three frameworks to support the delivery of AGP's:

- management consultant services;
- independent testing services; and
- the supply of 3G pitches.



Each Framework is fully compliant with the Official Journal of the European Union (OJEU) procurement rules.

The Framework will provide a service that includes the design, manufacture, supply and installation of the AGP as well as other construction works in connection with the provision of the facility. It will also provide contract administration, cost management, Health & Safety compliance and independent testing to FIFA Quality standards.

The Framework is in its third iteration, having first been established in 2011, and now adopts Early Contractor Involvement (ECI) to provide you with the best solution, through first class customer support and innovative design. It is a manufacturer-led framework, with one point of responsibility placed with the carpet manufacturer for the delivery of your pitch, including associated items such as, floodlights, fencing and sports and maintenance equipment.

Applicants will also benefit from a robust Manufacturer backed Warranty for the completed pitch.



Stage 1

Following an initial meeting(s) with The Football Foundation's Engagement Manager (EM), the EM will discuss with you the project brief and determine if your project is suitable to progress to the next step in the application process. They will also provide you with access to a suite of information about the Framework to allow you to make an informed decision that the process is right for you.

The information you can access will include a copy of the Framework Alliance Contract (FAC-1). The FAC-1 is a contract based on collaboration and all parties sign up to it as Alliance Members. It is important to note that within the contract the Football Foundation is referred to as "The Client" and you will join the contract for the duration of the project as an "Additional Client". You will do this by signing a "Joining Agreement (JA)" which will enable you to award a contract to an AGP Supplier.

Once you have signed the JA and entered into the Framework, you will be invited to host an Initial meeting at your site with the Football Foundation's Technical Project Manager (TPM). This is an important meeting as it establishes the project brief and forms the basis of the feasibility report. They will also discuss with you:

- The principal terms and conditions of any funding arrangements.
- The full scope of your requirements and the requirements of a Framework project.
- Potential site constraints.
- The terms of reference for the Framework Managing Consultant (FMC) and the Specialist Testing Consultant (STC) including duties and form of appointment.
- The standard contractual arrangements and processes to be followed.
- An understanding of what makes up the total project costs.
- The high-level programme / likely delivery timescales.

Stage 2

On completion of Stage 1 and receipt of the Joining Agreement the TPM will instruct a specialist survey company to undertake an initial set of required surveys based on pre-agreed rates. The cost of these will be covered by the Football Foundation. These will typically include:

- Desk top review of the site from readily available records
- Utility searches
- Intrusive Ground Investigation (such as trial pitting or driven tube sampling)
- Drainage capacity survey
- Laboratory testing
- Topographical survey
- Electrical capacity survey
- For refurbishment projects a specialist survey that determines the make-up of the existing pitch and its base construction.

You will be provided with a copy of the Feasibility Report and the survey information for your records.

It is important to note that further surveys may be required dependant on the outcome of the initial surveys or at the request of the Local Planning Authority (LPA) and will form part of the AGP Suppliers Pre-Contract Services Agreement (PCSA) at Stage 4.

Stage 3

The appointment of the Framework Managing Consultant (FMC) is a very important part of the process as they provide a unique mix of independent services that are consistent, cost effective and removes the need for you to appoint any other consultant.

The fees for the FMC will be paid for directly by the Football Foundation and you will contract with the FMC through a Collateral Warranty. A Collateral Warranty is a contract between the consultant (warrantor) and its client (beneficiary). Essentially they are a 'workaround' to create a direct contractual link which may not otherwise exist.

Who is the FMC?

The FMC is Robinson Low Francis (RLF) - a national construction and property consultant which has a dedicated AGP Framework team based in its offices in Birmingham. RLF has worked on three successive AGP frameworks over an eight year period and was appointed as FMC for the current Framework via a full OJEU tender process. During stage 3 the FMC will:

- Ensure the brief and feasibility is robust
- Produce a budget estimate for your project
- Produce the Employers Requirements document
- Gather and review Health & Safety information
- Issue the 1st Stage tender documents to the suppliers
- Review and report on tender returns
- Formalise the appointment of the Supplier based on the PCSA
- Perform the role of Employer's Agent, Cost manager and CDM Advisor during the Construction phase

A "Two Stage Design & Build" Approach

All awards of work will involve a "Competitive Award" procedure and competition will take place once the FMC has issued the tender pack to the six suppliers. Each supplier shall respond to the "Invitation to Tender" and submit a lump sum as a "Guaranteed Maximum Price" (GMP). The GMP shall consist of a "Fixed Price" for above ground works and a "Maximum Price" for below ground works. Following evaluation of the tender returns the FMC will issue its report and recommendation to you and to the Foundation. Subject to the analysis being acceptable, the FMC will draft a Pre Contract Services Agreement (PCSA) between you as the Employer and the successful supplier to undertake services to develop the design of your pitch.

Stage 4

Tender Award

On award of the PCSA contract, the Supplier shall then work collaboratively with the Project Team to develop its detailed design proposals and prepare and submit a full planning application to the Local Planning Authority (LPA).

During the Design Development stage, the FMC and Supplier shall convert the GMP to the “Contract Sum” through further below ground investigation, design development and potential value engineering opportunities. Further site specific surveys may also be required at this point to either aid the design development or as a requirement of the LPA. Once planning permission is obtained and the design finalised all project costs are therefore identified resulting in an agreed “Contract Sum” which is then fixed for the duration of the Project. (Subject to any agreed provisional sum allowances or client changes).

The Supplier is entitled to a fee for the PCSA works and as the Client, you will be responsible for the payment of this. This is a fixed fee, however should further surveys be required these would attract additional cost. It should be noted that this is an eligible project cost which can be included as part of your partnership funding towards the project.

Planning Process

The Supplier will submit a planning application to the LPA on your behalf. The Supplier will be responsible for responding to any queries from the LPA and for discharging any conditions of award. A LPA usually has up to eight weeks to make a decision on minor applications and up to thirteen weeks for major development (Any pre-construction conditions will be required to be discharged and could potentially add up to a further ten weeks. The process seeks to avoid this where possible).

What can I expect from the FMC in this stage?

During this stage the FMC will complete the following tasks:

- Draft the contract documentation incorporating the PCSA
- Agree the project programme
- Work collaboratively with the Supplier to ensure the project will deliver Best Value and agree the final Contract Sum
- Check and challenge the detailed design process
- Complete duties under Construction (Design and Management) Regulations 2015.

During this stage you will submit your grant application to the Football Foundation.

Stage 5

After a Grant Award

If you receive an offer of a grant from the Football Foundation the project is then in position to move forward and the construction phase can begin once any conditions of grant or planning have been discharged.

At the start of this stage the FMC will prepare an "instruction to proceed" based on the previously agreed JCT Design and Build (2016) contract..

During this stage the Supplier takes responsibility for the successful delivery of your pitch. This stage will begin with a pre-start meeting at your site. The meeting will be chaired by the FMC and you will be invited to attend, along with the Foundation and the Supplier. It is an opportunity to:

- Clarify roles, responsibilities and lines of communication.
- Hand over outstanding documents and issue outstanding information
- Discuss the programme and agree start and completion dates.
- Agree procedures for dealing with queries and issuing instructions.
- Agree site access procedures and issues.
- Agree meeting schedules, meeting structures and attendees.

The Supplier, FMC and STC are all bound by the terms of the Framework agreement which dictates the processes that they must follow and the quality standards that they must meet.

Who is the Specialist Testing Consultant?

Sports Labs are leading international experts in sports surface development and testing. They are fully accredited and certify hundreds of products for FIFA, World Rugby, and Fédération Internationale de Hockey in addition to countless other quality control tests.

During construction the STC will visit your site and complete Key Stage Inspections (KSI) to ensure the construction of your pitch is to a high standard and meets the Framework requirements. The Supplier cannot move on to the next stage of construction until it has successfully passed the KSI. Ultimately the STC will test and certify your pitch to the FIFA Quality standard.

The fees for the STC's services will again be paid directly by the Football Foundation and you will be provided with a Collateral Warranty.

Stage 6

This is the really exciting stage when your new pitch is handed over to you and play can begin.

At or just prior to the Handover date the STC will undertake the all-important FIFA quality tests and certify that the pitch can be placed on the FIFA register as an approved FIFA standard facility. They will also undertake final checks to ensure that the Floodlight installation meets the required performance standards and they will do their own initial snagging inspection.

On hand-over day the FMC will arrange a site meeting which the Project Team will attend. The FMC and STC will both inspect the pitch and list any 'snagging' items that will need to be rectified under the terms of the contract. You will also be shown how to maintain your pitch using your new maintenance equipment that is provided as part of the Framework.

During the meeting the Operation and Maintenance Manual and Health & Safety File will be provided to you for future reference on all the construction, product and maintenance details.

At the end of the meeting the FMC will ask you for feedback on the framework process so that any lessons learned can be fed back to the Framework Alliance members for the purposes of continuous improvement of the Framework. You will also be asked to provide a score against various success measures which will form part of the Supplier performance management process.

Once all of the tests and checks are complete, the FMC will issue a Practical Completion Certificate which brings the construction phase of the project to an end and possession of the site will pass back into your control and the pitch can then be used

You will then be able to plan your opening event to showcase your fantastic new facility.

DEFECTS PERIOD

Stage 7

This stage lasts for 12 months following hand-over and is known as the 'Defects Period'. During this time should your new pitch show any defects you should notify the FMC, who will record each issue and create a defects list. If the issue needs early / urgent attention, the FMC will arrange for the Supplier to attend site and correct said defect, otherwise the list of issues will be addressed at the end of the defects period..

While you will be responsible for the daily/weekly maintenance of your pitch, as part of the Framework the Supplier will return to your pitch six times in the first year to undertake more detailed maintenance procedures. After this first year you will be responsible for ensuring your pitch has a robust maintenance programme in place.

You will retain 2.5% of the Contract Sum for this 12 month period to ensure the Supplier returns to remedy any defects promptly. At the end of this stage the STC will return to site and do their final performance test and the FMC will return to site, carry out a final inspection and issue the final making good of defects completion certificate. At this time the FMC will also certify that the retention sum should be released, and you will receive a final supplier invoice for this amount.

The Supplier will continue to visit every six months for a further three years to inspect the pitch and provide written reports on its condition. This advice will make sure you are in the best position to maintain the high quality of your asset and to ensure ongoing compliance with the grant award conditions.

THE SUPPLIERS

Who will build your pitch?

The Foundation has procured six specialist synthetic turf manufacturers to partner with on its AGP Framework. These are Suppliers who embody the values of the Foundation and will work as part of an integrated project team to deliver mutual objectives for successful project outcomes. Most of the suppliers on the Framework have a contracting partner to deliver the construction works. Your contract will be with one of the synthetic turf manufacturer. The six suppliers are:

- CC Grass (with The Malcolm Group)
- Field Turf (with S&C Slatter)
- Lano Sports (with Cleveland Land Services)
- Limonta Smith
- Support In Sport
- Tiger Turf (with McArdle Sport-Tec)

Each Supplier is also expected to work collaboratively with each other, in achieving a number of Framework Objectives, those being:

- Environmental Considerations
- Training & Employment
- Local Supply Chain Engagement
- Commitment to Framework Initiatives
- Commitment to Framework Collaboration

The Suppliers are within a “Multiple Provider” framework. The method of awarding works to the AGP Suppliers will be primarily by the use of a “Competitive Award Procedure”.

The award criteria is based on Most Economically Advantageous Tender (MEAT) criteria. The Foundation has determined the appropriate weighting applied on each competitive award procedure with the balance between quality and cost, relative to the nature of the project.

THE CONSTRUCTION CONTRACT

Design & Build

The overall approach to project delivery is “Two-Stage Design & Build”. The articles of Agreement and Conditions of Contract will be the JCT Design and Build Contract (2016) (incorporating Pre-Construction Services).

The main objective of using a two-stage design & build approach to the Framework is to secure the early involvement of the AGP Supplier and to establish relationships between you and the team that will be designing and delivering your project.

By coming on board at an early stage and knowing that they will eventually be appointed to build the new pitch, the Supplier will be more willing and able to commit its resources to the project.

Using the Suppliers’ expertise will enable the Project Team to determine the best approach to the individual project in terms of buildability and efficiency to deliver the most optimal technical and economical design solution.

By developing the detailed design and preparing the planning application, the Supplier will gain an early and detailed understanding of your project and any opportunities or constraints that need to be addressed. It will also enable a more proactive approach to dealing with any planning conditions as these can be identified and addressed at a much earlier stage

Mitigation of risks

All forms of procurement have an element of risk but different approaches will place the burden of risk on different parties to the contract. The proposed approach to the Framework through the combination of the Framework Alliance Contract and the two stage D&B contract seeks to share and manage risk within a controlled environment.

Before being awarded a grant what is my risk?

The Foundation requires a good level of certainty that a project can be delivered before it commits to awarding a grant. Each project requires cost certainty and planning approval and there are obviously costs involved in getting to this stage. In order to share the risk of this the Foundation has committed to covering the costs of the base surveys and the consultant services. Your share of the risk is the cost of the Suppliers Pre-Construction Services. The Foundation has negotiated a fixed fee for this work which incorporates the development of the design and the planning application stage. However this stage may require further surveys at the request of the LPA, for example these could include Traffic Impact Assessments, Ecology or Noise Impact surveys and are very much site dependant. The cost for such surveys does not form part of the fixed fee and would be an additional cost to you.

What happens if I decide not to continue with the project pre-contract?

If, through circumstances within your control, you decide not to continue with the project prior to the construction contract having been signed, the Foundation reserves the right to seek payment for any costs it has expended. Should it be for circumstances beyond your control the Foundation will not seek recompense.

How do we guarantee Best Value?

In order to provide you with a facility that represents high quality for the best value, the Framework has been procured via a competitive OJEU compliant process. This means:

- The FMC and STC are single provider frameworks that were procured based on an “all market” compliant tender process and the resulting fee levels are fixed at very competitive levels which are far lower than would be the case if procuring individual consultants for each project;
- The Supplier Framework was also procured via an “all market” competitive tender process and the six suppliers were all selected on a Most Economically Advantageous Tender criteria;
- All projects will go through a first stage competitive mini tender process with all six suppliers invited to tender for each project, so the resulting first stage tenders will be competitive, whilst also covering all known risks;
- During the stage 2 tender process the FMC will work closely with the preferred supplier to identify any potential savings against the ‘GMP’. Savings will be shared 50:50 but in the case the costs increase, these will be borne by the supplier.

The Framework contract itself utilises two incentivisation schemes to ensure the suppliers perform to the highest standards and seek the most cost effective design solutions.

Scheme #1 is a process of value engineering with a shared pain/gain mechanism (with incentivisation) to manage the difference between the guaranteed maximum price (GMP) and the contract sum referred to in the particular Project Contract. The GMP shall not be exceeded during the design development stage so that any cost overruns shall be borne completely by the Supplier (save for any changes or agreed "provisional" items). If the actual cost of the Project is less than the GMP, any such cost savings will be shared 50:50 between the Foundation, by way of a reduction of the final grant amount, and the Supplier.

Scheme #2 allows for 3% of the contract sum to be held in an 'Incentive Pot' until completion of the relevant works/services. The Pot will be released on agreement of Final Account and only on satisfactory achievement of the set "Qualifying Success Measures", which are:

- Quality of Completed Facility;
- Time Predictability (Construction Period);
- Cost Predictability (Contract Sum/Final Account); and
- End User Satisfaction

What if there is a disagreement with the Supplier?

In the spirit and ethos of the Framework any contractual matters such as delays, variations or claims will be dealt with via discussion and agreement between the parties and a formal contractual approach will only be taken in the unlikely event that a formal dispute arises.

GLOSSARY OF TERMS

3G - Third generation is the latest artificial pitch technology. 3G surfaces are made up of long pile synthetic grass with a mix of sand and rubber infill. This gives the unique texture of natural grass and provides even play. The “rubber crumb” also has shock absorbent qualities, and helps to keep the synthetic grass upright. It is likely the use of rubber crumb will be phased out in the future as new technology is developed.

AGP Supplier – The Supplier is a manufacturer of artificial grass surfaces. With its contracting partner it carries out detailed and technical designs, obtains statutory consents and supplies and installs the pitch, associated works and services.

Design & Build (D&B) – This form of procurement works on the basis that the main contractor is responsible for undertaking both the design and construction work on a project, for an agreed lump-sum price.

Early Contractor Environment (ECI) - ECI allows the Supplier to be appointed under a two-stage contract before details of what is to be constructed have been fully developed. This enables the Supplier to take part in the design development and construction planning stage of a project. This approach supports improved team working, innovation and planning.

Employer's Agent - In construction the term 'employer's agent' is used to describe an agent acting on behalf of the client as the contract administrator for design and build contracts.

Framework - A general phrase for agreements with providers that set out terms and conditions under which agreements for specific purchases (known as call-off contracts) can be made throughout the term of the agreement - in particular with regard to price, quality and the quantity envisaged.

Framework Management Consultant (FMC) - Acts in the role of Employer's Agent and cost consultant as part of an integrated team with the appointed AGP Supplier to deliver the pitch to standards set-out in the Framework.

FIFA Quality - To identify football turf pitches, FIFA awards the FIFA QUALITY mark to pitches that meet the standard for community and amateur pitches. A stringent two-phase testing procedure, which includes testing the product in the laboratory and testing the final installation, ensures that the pitch meets the requirements for playing performance, safety, durability and quality assurance.

Guaranteed Maximum Price (GMP) - A guaranteed maximum price contract sets a limit, or maximum price, that the client will have to pay their supplier, regardless of the actual costs incurred. In its simplest form, a guaranteed maximum price contract simply puts a cap on the contract price that can't be exceeded.

Most Economically Advantageous Tender (MEAT) - is a method of assessment that can be used as the selection procedure, allowing the client to award the contract based on aspects of the tender submission other than just price. The Framework sets out the MEAT criteria.

GLOSSARY OF TERMS

OJEU - The European Union Procurement Directives establish public procurement rules throughout the European Union and apply to any public purchases above the defined thresholds.

Pre Contract Services Agreement (PCSA) - A method for appointing a supplier to carry out pre-construction services under a two-stage tender process. A PCSA enables the contractor to collaborate with the client or their team of consultants to develop detailed designs and buildability as well as preparing for the construction phase, such as the programme.

Project Brief - A high-level document that clearly sets out the overarching goals and requirements for the project and any special requirements or constraints that may impact on the design and management of the facility.

Project Team - You, the Foundation, FMC, STC and the AGP Supplier make up the Project Team.

Specialist Testing Consultant (STC) - Independent organisation that tests the construction of the pitch at key stages throughout the project.