



**INVITATION TO TENDER**

# **HAYLE TOWN COUNCIL**

**HAYLE TERRACE COMMUNITY GARDEN BRIEF**

**FEBRUARY 2025**

## **General Information: HAYLE TERRACE COMMUNITY GARDEN**

**Hayle Town Council (HTC) serves the town of Hayle and surrounding area. HTC delivers a range of services and maintains sites across the town including Hayle Swimming Pool, Hayle Recreation Ground, Hayle Community Centre, Hayle Library, King George V Memorial Walk, Millpond and the Plantation (a full list of sites and services is available on [hayletowncouncil.net](http://hayletowncouncil.net))**

**Hayle Town Council aims to maintain open and wide-ranging dialogue with the community it serves. It is committed to a sustainable approach that will steer the strategy for Hayle town and surrounding area.**

The Hayle Terrace Community Garden project aims to transform the former Hawkins Motor Site, a disused and contaminated area, into a vibrant, sustainable community garden. Located at a strategic point in Hayle, this new green space will serve as a central hub, connecting the Copperhouse and Foundry areas and act as a gateway to the new development at North Quay. The garden will be a focal point for the community, offering a serene environment for residents and visitors to relax, connect with nature, and enjoy the surrounding views, particularly Copperhouse Pool.

The site currently consists of concrete and bitmac, with underlying contamination issues identified through a detailed soil analysis. To ensure the safety and suitability of the site for public use, we are commissioning a comprehensive remediation strategy once we have an agreed design for the garden. This will involve the removal and treatment of contaminated soil, followed by a verification report to confirm that the site meets environmental safety standards.

Once remediation is complete, the site will be developed into a sustainable garden that reflects the unique character of Hayle. The design will focus on native and drought-resistant planting, promoting biodiversity and creating a resilient green space that can thrive with minimal maintenance. The garden will include seating areas, walking paths, and designated viewing points that allow visitors to enjoy the natural beauty of Copperhouse Pool and the surrounding landscape. In addition to the natural features, the garden will be equipped with street furniture that aligns with the design language of the Hayle Masterplan, ensuring a cohesive aesthetic throughout the town. This will include benches, waste bins, and signage, all designed to be both functional and in keeping with the area's historical and cultural context.

The garden will offer numerous benefits to the local community. As an accessible green space in a central location, it will provide a much-needed area for recreation, relaxation, and social interaction. The garden will serve as an outdoor classroom, where local schools and community groups can learn about environmental stewardship, native plants, and sustainable gardening practices. By creating a welcoming and inclusive environment, the project will foster a sense of community pride and ownership, enhancing the overall quality of life for residents.

The garden will also contribute to the long-term sustainability of Hayle by alleviating pressure on existing infrastructure. As the town continues to grow, this new green space will help absorb some of the increased demand for recreational areas. The project aligns with broader environmental and public health goals, promoting mental and physical well-being through interaction with nature and the possible provision of bike storage to promote active travel in the town.

The Hayle Terrace Community Garden will revitalise a neglected site, transforming it into a vibrant community asset. By addressing environmental challenges, promoting sustainability, and enhancing the quality of life for residents, the project will leave a lasting positive impact on the town of Hayle.

## **The Main Objectives:**

The Hayle Terrace Community Garden project will deliver several measurable outputs, each contributing to the overall success of the initiative. These outputs will be tracked and reported to assess the project's impact on the community and its alignment with the goals of the Cornwall Local Plan and Hayle Neighbourhood Development Plan. The success of the project will be measured through the following key outputs:

### **1. Creation of one Green Space**

Measurable Output: The conversion of the disused, contaminated site into a community garden.

Success Measurement: Successful completion of site remediation, followed by the planting and establishment of the garden. The garden will be fully accessible to the public and maintained by Hayle Town Council.

### **2. Biodiversity Enhancement**

Measurable Output: Introduction of native plant species and the creation of wildlife habitats.

Success Measurement: The presence and growth of native plant species and an increase in local wildlife populations, monitored through biodiversity surveys conducted by local environmental groups.

### **3. Health and Well-being Improvements**

Measurable Output: Provision of a space that supports mental and physical well-being for the community, accessible 365 days a year.

Success Measurement: Positive feedback from at least 75% of garden users in surveys regarding the garden's impact on their well-being. Additionally, an increase in the frequency of visits by local residents, tracked through periodic visitor counts.

### **4. Education**

Measurable Output: Installation of informational signage about the historical significance of the Hayle area and the ecological importance of Copperhouse Pool.

Success Measurement: The number of interactions with signs installed, as measured by visitor surveys and feedback on educational content.

## **1.1 Project Background – Why?**

Hayle is located on the North coast of West Cornwall and services a large hinterland of local villages with a large population. Its population further swells because of the number of holiday beds in the town and surrounding area, second in number only to Newquay in Cornwall. The town is well positioned on the A30 and served by frequent mainline rail and bus links. Provision within the town for pedestrians and cyclists is relatively poor and has lacked recent development.

Hayle has two commercial centres, Copperhouse and Foundry stemming from the major part it played during the Industrial Revolution when it led the way in design and supply of high-pressure steam engines. While Hayle is incredibly proud of its World Heritage status, it is also forward looking: the site of the demolished power station has been reborn as the base for the pioneering Wave Hub project for testing wave powered electricity generating devices; Renewable Energy industry projects have been warmly welcomed at the newly built Hayle Marine Renewables Business Park and the historic harbour is part way through a multi-million pound development of retail, leisure and housing.

Hayle is renowned for its three miles of golden sands, stretching from Hayle Towans along the Black Cliffs, through Mexico Towans, Upton Towans and Gwithian to Godrevy, the beaches are well-used but never appear overcrowded. Much of Hayle Estuary is in the ownership of the Royal Society for the Protection of Birds (RSPB) and is designated a Site of Special Scientific Interest. From the plethora of independent shops to the town's industrial revolution heritage and its natural environment, Hayle has the potential to offer a great deal to residents and tourists alike.

The former Hawkins Motor Site, where the garden will be developed, was transferred to Hayle Town Council in August 2022 and is currently a disused area with contamination issues. When it was agreed that the site should be transferred to Hayle Town Council a town referendum (held in 2008) supported the creation of an amenities site in this area. This site, previously a garage, has been left in a neglected state for many years, contributing to environmental degradation and posing potential health risks to the community. The contamination includes hazardous materials that need to be remediated to prevent further environmental harm. The need to address this environmental issue is critical not only for the safety and health of local residents but also for the broader ecological impact on the surrounding area, including Copperhouse Pool.

Hayle is experiencing significant urban development, which has led to increased demands on local infrastructure, including recreational spaces, transportation, and public amenities. The town is in a unique position with two distinct centres, Copperhouse and Foundry, which have historically developed separately. Better connectivity and shared community spaces are required to unite these two places in a central location to accommodate the increased population of the town from new developments including North Quay which is situated just over Jubilee Bridge. The town has seen an increase in population, with a rise from 8939 (2011 Census) to 9800 (2021 Census). This is due to the development at the Hayle Growth Area and Hayle Harbour. This has put increasing pressure on all infrastructure within the town. The population will rise further once developments have been completed (including Copper Estuary) and further developments at Hayle Growth Area have been approved.

The Vision for Hayle public consultation (2022) underscored the community's desire for improved green spaces that promote health and well-being. Green spaces are essential for mental and physical health, offering a place for exercise, relaxation, and social interaction. The absence of accessible and well-maintained green areas contributes to a decline in community well-being, particularly as the town's population increases. Residents, especially those in more densely populated areas, lack sufficient access to natural environments, which is linked to increased stress levels, reduced physical activity, and diminished social cohesion.

With ongoing urban expansion, there is a growing need for sustainable development that preserves the town's natural heritage and promotes biodiversity. This project addresses the need to create a green space that not only meets the community's recreational needs but also supports local wildlife and contributes to the ecological resilience of the area in a central location.

The division between Copperhouse and Foundry has historically impacted the town's sense of community. The development of a central green space at the gateway to North Quay will help bridge this divide, providing a shared space that fosters community connection and enhances the town's identity.

The Hayle Terrace Community Garden Project is urgently needed to remediate environmental damage, alleviate pressure on infrastructure, promote health and well-being, and foster a stronger sense of

community. This project is directly linked to addressing the challenges posed by ongoing development in Hayle, ensuring that the town can grow sustainably while enhancing the quality of life for its residents.

Please see the accompanying documents to this brief:

Conditional Planning Permission

Hayle Masterplan

Vision for Hayle Report

Hawkins Soil Analysis

Hayle Neighbourhood Plan

36284016\_NGED - South West

36284016\_WWU

Landscape Template A4

## **1.2 Expected Deliverables – What?**

The selected contractor will be responsible for delivering all of the following elements as part of the Community Garden project at the former Hawkins Motor site. All work must comply with relevant planning conditions, health and safety regulations, and environmental considerations.

### **1. Site Preparation & Remediation**

- Ensure contaminated soil removal and site decontamination is carried out by remediation specialists.
- Compliance with the approved remediation strategy (developed from the approved garden design) and completion of a verification report before commencing garden construction.
- Responsible disposal of contaminated waste in accordance with environmental regulations.

### **2. Landscape Design & Construction**

- Development of a final design in consultation with the project team, ensuring alignment with planning conditions and the Hayle Masterplan.
- Sustainable and low-maintenance planting scheme, including native species that enhance biodiversity.
- Installation of pathways to ensure accessibility, including wheelchair-friendly surfaces.
- Installation of appropriate drainage solutions to prevent water pooling and improve sustainability.

### **3. Street Furniture & Infrastructure**

- Supply and installation of benches, signage, and other public-use furniture, in keeping with the Hayle Masterplan and preferably incorporating heritage elements.
- Integration of features that support wildlife, such as bird boxes and pollinator-friendly planting areas.
- Ensuring all infrastructure is durable, vandal-resistant, and easy to maintain.

### **5. Liaison with Stakeholders & Maintenance Team**

- Ongoing collaboration with the Hayle Town Council maintenance team to ensure easy upkeep of the garden.
- Clear documentation and handover plan, including maintenance guidelines for plant care and infrastructure.

### **6. Project Completion & Handover**

- Full site clearance and responsible disposal of construction waste.
- Final inspection and approval of works in line with contract specifications.
- Submission of a post-completion report, including photographs and compliance documentation.

All work must be completed within the agreed timeline and budget, with minimal disruption to the surrounding community. Regular progress updates will be required.

### 1.3 Proposal Requirements

Your proposal should include:

- A garden design that takes into consideration planning conditions and the design language within the Hayle masterplan.
- A description of how your organisation proposes to undertake the work to meet the requirements of the brief including what other input is needed to support your approach.
- A proposed programme of activity showing that the timescale set out in Section 1.4 can be achieved.
- Demonstrating how you aim to meet the quality criteria as set out in the evaluation section of the document.

Details demonstrating the company's previous relevant experience of similar work should be provided together with information about the relevant personal experience for the main professional staff that the company would intend to deploy on the project. The company will nominate a project manager who will be the main point of contact with HTC. Organisations should also set out details of any other individuals or organisations they propose to sub-contract work to deliver the brief.

The proposal should include a fixed price tender to undertake the work. The tender should be exclusive of VAT but inclusive of all fees, meeting attendance, travel, subsistence and all other associated costs. The proposal should include position of member(s) of staff involved, their hourly rate and their total number of hours required to undertake the work and their total cost.

The company will confirm that there are no potential conflicts of interest that would affect their ability to undertake the work.

This contract will be governed by Hayle Town Council.

### 1.4 Project Timescales – When?

Brief published:	Mon 17 <sup>th</sup> February 2025
Site visits with member of HTC staff	3 <sup>rd</sup> – 7 <sup>th</sup> March 2025
Final date for receipt of questions:	Fri 7 <sup>th</sup> March 2025
Closing date for tender submissions:	Fri 28 <sup>th</sup> March 2025
Evaluation period by Hayle Town Council including full Council Meeting (03/04/25)	WC: Mon 31 <sup>st</sup> March 2025
Appointment of contractor:	Mon 7 <sup>th</sup> April 2025
Tender Cooling off period	Mon 7 <sup>th</sup> – 16 <sup>th</sup> April
Start of contract:	Thurs 17 <sup>th</sup> April 2025
Inception Meeting:	WC: 17 <sup>th</sup> April 2025
Completion date of garden (includes time for Cornwall Council approval of planning conditions)	Fri 10 <sup>th</sup> October 2025

### 1.5 Submissions

All tenders must be received by HTC by **13:00 on Friday 28<sup>th</sup> March 2025**. Please note that any tenders received after this date and time **WILL NOT** be considered.

Tenders must be submitted by email to [info@hayletowncouncil.net](mailto:info@hayletowncouncil.net) marked as “Hayle Terrace Community Garden Project Submission” in the subject box.

Site visits with a member of the HTC staff team can be arranged during **3<sup>rd</sup> – 7<sup>th</sup> March 2025**.

Any clarification questions related to the quote process or quote documents should be submitted by email to the above address by **13:00 on Friday 7<sup>th</sup> March 2025**.

Your organisation must bear all costs associated with the bidding process itself, including any site visits and attendance at interview/presentations to HTC.

All prices should be exclusive of VAT. Tenders should remain open for an initial acceptance for a minimum of 90 calendar days, although the Council may ask you to extend your period of validity. All pricing is to remain fixed for the duration of the contract unless otherwise stated. HTC may access the tender at any time within the prescribed period.

Your tender must be completed in full and in English. HTC reserve the right to invalidate any tender that has not been completed.

Your tender must be signed and dated.

Information about HTC procurement is available within our financial regulations document available here: [hayletowncouncil.net/councildocuments/other-council-documents/](http://hayletowncouncil.net/councildocuments/other-council-documents/)

Hayle Town Council reserves the right not to accept any of the quotes received and to requote the brief.

The following information should be included:

**1. Organisation and Contact Details**

Full name and address of organisation

Name/job title of the project lead for contact purposes

Email address and telephone number

Organisational status of the supplier (Company Registration Number, VAT number as appropriate)

**2. Insurance**

Provide copies of your certificates in respect of public liability (not less than £5 million), employers liability (not less than £10 million) and professional indemnity insurance, and details of any claims in excess of £50,000 made under your company/organisation's insurance policies within the last three years (if none state none). Please contact us if you believe these levels are a problem for your organisation.

**3. Relevant Experience**

Provide up to three testimonials preferably from town or parish councils, on work undertaken by you or your company in the past three years that you consider demonstrate a track record of relevant experience, highlighting key similarities to this contract and the role that the name

individual played. Please include contact details of clients for reference purposes, date of contract, and a description of work carried out.

#### **4. Project Management**

Set out how you would carry out the work, including lead in times, overall project timelines with a breakdown of key milestones in a Project Plan and an indicative programme of works. Give details of the communication processes and project team you propose to use to ensure efficient and timely deliverance within the contract completion date.

#### **5. Options and Alternative Offers**

Clearly state if any options or alternative offer(s) have been made.

#### **6. Customer Service and Complaints Procedure**

Should there be insufficient resources, how will your organisation prioritise customers? Provide an overview of your complaint procedure and how problems are escalated through the organisation to ensure fast resolution.

### **Other requirements**

Hayle Town Council's standard payment method is by BACS. The Council standard terms of payment are Nett 30 days from receipt of acceptable invoice after successful completion of work agreed. Please advise any discount available for early payment i.e. 7 or 14 days.

Your organisation must make all necessary steps to secure the health, safety and welfare of all persons involved in the project.

Your organisation must comply with all current equal opportunities' legislation with particular regard to Equality Act 2010.

Your organisation must comply with all current and relevant UK and EU Environment Laws and in doing so, where possible, deliver good and best practice above the legal baseline.

Staff should be paid no less than the Living Wage.

Your organisation shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.

Your organisation shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this project.

### **Freedom of Information Act 2000**

Public Authorities are committed to open government and to meeting their responsibilities under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. Accordingly, all information submitted to a public authority may need to be disclosed by the public authority in response to a request under the Act. HTC may also decide to include certain information in the publication scheme that we maintain under the Act and the Regulations.

If suppliers consider that any of the information included in their quote is commercially sensitive, it



should be identified and an explanation given (in broad terms) of what harm may result from disclosure if a request is received and the time period applicable to that sensitivity.

Suppliers should be aware that, even if they have indicated that information is commercially sensitive HTC may be required to disclose it under the Act or the Regulations if a request is received. Please also note that the receipt of any material marked “confidential” or equivalent by the public authority should not be taken to mean that the public authority accepts any duty of confidence by virtue of that marking. If a request is received, HTC may also be required to disclose details of unsuccessful suppliers.

## 1.6 Evaluation and Selection Criteria

The Town Clerk, Engagement Manager, Facilities and Contracts Manager and a panel of HTC representatives shall evaluate proposals and award on the basis of the most advantageous tender based on the selection criteria.

The quote will be evaluated in two stages:

### Stage 1 – Suitability Assessment Evaluation

Your responses to the suitability assessment questions will be assessed as detailed below. Please note that there are certain questions which, if not answered to the satisfaction of HTC, will lead to your exclusion from the quote process.

#### 1a) COMPANY INFORMATION

For information only.

#### 1b) INSURANCE

Suppliers must meet or indicate that they are willing to increase their cover to meet HTC’s minimum insurance requirements.

#### 1c) ECONOMIC AND FINANCIAL STANDING

For information only. However, any answers which lead HTC, acting reasonably, to conclude (considering the risk that the relevant answer suggests about the Supplier’s ability to properly perform under the contract) that it would be inappropriate to select the supplier on this occasion will result in exclusion.

#### 1d) DATA PROTECTION AND INFORMATION GOVERNANCE

All organisations submitting a tender must ensure compliance with **General Data Protection Regulation (GDPR)** and adhere to **Hayle Town Council’s policies and procedures**, including data protection and confidentiality requirements.

### Stage 2 – Price and Quality Evaluation

The Town Clerk, Engagement Manager, Facilities and Contracts Manager and HTC will also afford consideration to each proposal based on what best meets the quality evaluation criteria:

The following scoring criteria will be applied:

	Assessment Criteria	Maximum points available
1	Overall quality of the response to the brief including quality of garden design.	30
2	Quality of approach to sustainability and accessibility.	30

3	Technical experience and capacity of lead individual/organisation.	10
4	Approach to communication with HTC and capacity to deliver the services within timescales required.	10
5	Value for money offered for the specific contract.	20

### **Conclusion and Award**

The preferred bidder shall be the one with the highest total points.

Costs should be clearly set out. If there are any costs/discounts available, please append onto the tender.

Please note that the costs include all expenses, travelling costs and disbursements. Any costs that are not identified in this quote will not be considered. No range of rates shall be inserted. An incomplete or incorrectly completed Schedule of Prices may result in the quote being excluded.

The panel will make their decision and notify the successful and unsuccessful organisations on Monday 7<sup>th</sup> April 2025.

## 1.7 Form of Tender

Organisation Name: \_\_\_\_\_

Date: \_\_\_\_\_

I/We, the undersigned, having examined the deliverables and proposal requirements and all other Request for Tender documents, hereby offer to supply the goods/undertake the services required, in accordance with the tender documents for prices detailed in the Pricing Schedule.

I/We understand that the Council is not bound to accept the lowest or any tender received.

This tender remains open for acceptance for 90 days from the date fixed for the submission of tenders in the Request for Tender.

I/We accept that the Council shall receive bona fide competitive tenders from all suppliers submitting tenders. In recognition of this principle, I/we warrant that this is a bona fide tender, intended to be competitive, and that I/we have not fixed or adjusted the price submitted by, or under or in accordance with any agreement or arrangement with any other supplier. I/We furthermore warrant that no approaches have been made to any other suppliers for the purpose of obtaining or influencing their tender prices or any other details of their quote.

I/We also warrant that I/we have not and will not before the award of any contract for the work:

- (i) (a) communicate to any person other than the Council the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium tenders required for the preparation of the tender;  
(b) enter into any agreement or arrangement with any person that they shall refrain from submitting a tender, or that they shall withdraw any tender once offered or vary the amount of any tender to be submitted;
- (ii) pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the work, any act or thing of the sort described at (i)(a) or (b) above.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

For and on behalf of (Organisation): \_\_\_\_\_

Registered Office Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

