# Shotton PARISH COUNCIL

### Clerk of the Council: MR. S. WARDLE

14 ClaypoolFarm Close, Hutton Henry,Hartlepool, Co Durham, TS27 4QZTelephone:01429 836793Mobile:07904 278889E-mail:wardlestuart@btinternet.comWeb:www.shottonpc.yolasite.com

Date Published: 29 April 2022

TENDER DOCUMENT FOR the Design and Supply of Play Area and Play Equipment, associated landscape and drainage works and removal of old play equipment at Shotton Community Park, Station Road, Shotton Colliery, Durham DH6 2JU

### TENDER DEADLINE

### <u>12 noon Tuesday 7<sup>th</sup> June 2022</u>

### Late submissions will not be accepted.

### **TENDER RETURN ADDRESS**

Shotton Parish Council, 14 Claypool Farm Close, Hutton Henry, Hartlepool, TS27 4QZ

Your response to this invitation to tender must be received up to the closing time on the date and in the place shown above.

Your tender shall be submitted in a sealed envelope or package, marked with the tenderers name for the attention of the Clerk to the Council and be titled '*Tender – Play Area, Shotton Community Park*'

Tenderers are prohibited from contacting councillors or staff to encourage or support their tender outside the prescribed process.

#### Contents

1	The Project	
2	Site Details	
3	Existing items:	
4	Design principles	5
5	Requirements and specifications - Table 1	
6	Evaluation Criteria	7
7	Contract Conditions	
8	Timetable	10
9	Enquiries	10
10	Completion and Payment	11
11	The Tender	11
12	Community Consultation	Appendix 116

### 1 The Project

The Council is seeking tenders from qualified and reputable play companies to design, supply and install play equipment to transform an existing play area in the Community Park in Shotton Colliery, County Durham. The work shall enhance play value, provide a range of play opportunities, and encourage a fun yet safe environment creating an enjoyable lengthy visit for all. The area is to look as bright and attractive as possible yet be sympathetic to it's environment.

The Council has set a budget of £140,000 exc. VAT for the project. Tenders may be submitted under this sum.

Completion date for the project is to be as soon as practicable after contract is finalised.

### 2 Site Details

Shotton Community Park is situated North of Station Road, Shotton Colliery, Durham DH6 2JU The site is a former Miners Welfare Recreation Ground having been taken over by the Parish Council on behalf of the community many years ago. The existing play area is old and tired and needs a major refurbish and upgrade. The whole park and facilities including the play area and surrounding play and grass areas are owned and managed by Shotton Parish Council. It is a public park with public access at all times and has a number of items of play equipment. The park has numerous sports and pitch facilities set in a mown grassland with trees. We recommend a site visit to appreciate the site-specific conditions – tenderers are welcome to visit this site at any time. The tenderer should assess the work required, the access, security of the site, topography, layout, and any necessary drainage requirements before a tender is submitted. It is the responsibility of the tenderer to check for any existing utility services on site. A Council representative can be available to meet interested contractors during the tender period given enough notice to answer questions but not give an opinion. Questions or matters requiring clarification may be submitted to the Council, in writing or by email directly to the Clerk of the Council. **Site Location Map** 

North ↑



Google Earth Map



- Use of existing toilet and welfare facilities on site can be made available for use by the contractor
- There is vehicle access into the Community Park via the entrance car park and gates from Station Road.
- Damage to the grassed areas should be avoided and if damaged shall be made good by the contractor. Construction traffic may park on site or in the adjacent car park subject to prior approval with the Council
- The boundary fences and existing trees should not be disturbed.
- The selected contractor will need to carry out all necessary and appropriate on-site checks for underground services before excavation. Any damage to services shall be repaired at the expense of the contractor.
- Barriers/warning cones around the trees underneath the furthest extent of their canopy are required if vehicles are to be driven on site to protect roots.

#### **Existing items:** 3



Existing Play Assets Multi Play Unit - Junior Item Swing Set x2 Climbing and Agility Elephant Frame Climbing & Agility Net Swings Cradle x4 Swings Senior x4 Spring Rider x2 and sandpit Seats & Benches Hillside slide and timber fort

### 4 Design principles

### Principle Requirements of the Shotton Community Park Play Area. It:

**Shall be Fair** – To allow everyone to participate equitably and as independently as possible with others.

- Will enable children of different ages to play together
- Shall appeal to all children of 16 years and under and of all abilities.
- Will be designed so that it can evolve
- Shall offer choice and different ways to access equipment.

**Shall be Inclusive** – Shall be designed to be socially and physically inclusive and provide everyone the opportunity to participate in the play environment more independently and equally with others.

- Will allow able bodied and the less able to play together
- Shall not inhibit inclusion

**Shall be Smart** – Provide everyone with the opportunity to prove that they are smart, capable, and able to take risks and succeed.

• Should build in opportunities to experience risk and challenge.

**Shall be Independent** – Shall provide play equipment and opportunities in which participants can communicate and reinforce information in multiple sensory modes.

• Provide a wide range of play experiences for all the senses

**Shall be Safe** –To allow children to develop skills through fun and challenging play opportunities whilst being safe but allowing participants to take developmentally appropriate risks.

- Shall be a space where everyone feels welcome and safe
- Any swings shall incorporate a recognised anti-wrap mechanism

**Shall be Active** –To offer degrees of challenge and alternatives to extraneous, sustained physical effort to allow everyone to participate more actively in stimulating physical and social play.

- Will enable the children to play in different ways
- Should encourage active lifestyles

**Shall be Comfortable** – Shall be designed for comfortable use and movement of all individuals allowing everyone to play independently and equally.

- Children should be able to move freely and easily from one part to another.
- Shall be designed to enhance its surroundings
- Play areas will be fun for all and offer freedom for everyone

Shall be Community Led – Shall be designed to take account of the community representations recorded and set out in Appendix 1

## 5 Requirements and specifications - Table 1

No.	TABLE 1. Shotton Parish Council it is essential that the requirements in thisTender Document, Specifications and this Table are met and that all theinformation requested is supplied as part of the tender submission	Contractor Use Only
1	<ul> <li>All new equipment must be constructed of steel or HDPE where appropriate with a 20-year guarantee for structural steel.</li> <li>Please indicate the length of guarantee, the grades of steel used, the type and quality of finishes. Vandal resistance is important.</li> <li>Full consideration should be given to the Community Consultation outcomes (Appendix 1) in proposing the different elements in the play scheme</li> </ul>	
2	<ul> <li>New equipment must NOT:</li> <li>be made of wood. This is for a sustainable maintenance programme.</li> <li>exceed 4 metres in height (other than zip wire).</li> <li>create a noise nuisance.</li> </ul>	
3	All identified, existing play equipment (to be made redundant) and any spoil is to be removed and disposed of offsite at the contractor's cost. No other play equipment, benches, bins, or surfacing are to be removed unless approved by the Council.	
4	Standards of Materials, Workmanship and Accreditation All proprietary play equipment and surfacing must fully comply with EN1176, EN1177 and all other relevant play industry and British safety standards. Please provide confirmation with tender submission	
5	The contractor must supply a scale plan and illustrations showing the layout of the new and any remaining equipment and any further information as required by the council. Information about colours and colour options would be useful.	
6	Contractors are asked to consider the boundary trees and not situate equipment either underneath them or close to the extent of the canopy so that it is likely to be underneath a tree in due course.	
7	Only pre-approved Sub-contractors may be used. Details to be provided with tender documents.	
8	The contractor must demonstrate that the company has a fast, responsive service for replacement parts and repairs including their ability to quickly obtain parts for carrying out the repairs on site. Please state the origin of spares, their usual supply time and how quickly a repair can be made on site.	
9	Country of origin. Please state where each piece of play equipment is manufactured and if it is manufactured by the tenderer.	
10	All tenderers to provide details of any relevant professional membership (e.g.API (Association of Play Industries).	
11	Tenderers should consider and take full account of the community representations and preferences included as Appendix 1 as part of their design and tender submission	
12	Tenderer to provide financial annual turnover of your organisation for the last three years. The Parish Council may conduct a financial assessment of applicants. Sets of accounts are not required at this stage but may be requested prior to awarding the contract. Bank references may also be required.	

#### **Evaluation Criteria** 6

The council will evaluate tenders by considering the factors in Table 2 below. Contractors should therefore ensure they have provided everything they were asked for. A minimum of 30% of the % available for each factor is required for a tender to be considered.

Table 2. Factors	Max %
1 Price and Value for Money	40%
<b>2 Quality (60%) Factors 3 to 7 inclusive.</b> The council will evaluate each submission. Contractors are encouraged to submit information that allows the council and the community to clearly understand what is being proposed in a clear itemised manner with supporting visual plans.	
<ul> <li>3 Play Equipment and Play Value</li> <li>Innovative design that is considerate of the setting and allows for future change and evolution of the area. Product range.</li> <li>The council will evaluate the play value of each proposed item of play equipment including use of materials including the sustainability of materials, dimensions, age range, play disciplines, inclusivity, challenge and excitement.</li> <li>It is important that the new pieces contribute towards a coherent layout and connect with any remaining play equipment for the likely age of user. The proposals must respect the surrounding environment. The assessment will include adherence to the principles in Table 1.</li> </ul>	20%
<b>4 Presentation and overall design</b> The presentation will be assessed against the visual plans and the play area layout plans.	5%
<ul> <li>5 Location of Play Company, provision of a repairs service, quality and vandal resistance of equipment and place of manufacture.</li> <li>Distance of the play company from Shotton Colliery, if a service to maintain and promptly repair equipment at short notice on an ad-hoc basis is offered.</li> <li>Please state if the equipment is made in the UK (whether manufactured or assembled) and the origin of spares.</li> <li>Vandal Resistance - contractors are asked to show how their equipment is vandal resistant, e.gsteel core ropes, and what makes it good quality.</li> </ul>	15%
<b>6 Warranties, Guarantees and Accreditations</b> The council will evaluate the warranties and guarantees on each individual item of play equipment, play area surfacing, materials used or component parts, company accreditations, health and safety procedures and records. Ideally contractors should be members of the Association of Play Industries and upkeep their membership until the installation has been completed.	10%
<b>7 Recommendations and references</b> Recommendations and references from other local councils and local authorities in the UK and in particular in the North East.	10%
Total	100%

### 7 Contract Conditions

- 7.1 This Tender Document and all the requirements within it are to be regarded as the Contract. Tenders must be made in accordance with this Tender Document and no changes should be made to it. Similarly, tenders must not be accompanied by statements making the tender qualified in any way.
- 7.2 Please set out the tender showing how the bid complies with this Tender Document.

#### 7.3 The Council has in its sole discretion, the unfettered right to:

- 7.3.1 Accept any tender
- 7.3.2 Reject any tender
- 7.3.3 Reject all tenders
- 7.3.4 Accept a tender which is not the lowest price
- 7.3.5 Accept a tender that deviates from the requirements, specifications, or the conditions specified in this document
- 7.3.6 Reject a tender even if it is the only tender received by the council.
- 7..37 Accept all or part of a tender, and
- 7.3.8 Split the requirements between one or more tenders.
- 7.3.9 Accept or decline any tender without explanation. The company shall not have any claim for expenses incurred in the preparation of this tender.

#### 7.4 If the tenderer:

- 7.4.1 fixes or adjusts the amount of the tender by arrangement with any other person or business; or
- 7.4.2 communicates to any person or business other than the Council the amount of the tender (unless the disclosure is made for insurance purposes, for example); or
- 7.4.3 agrees with any other person or business that they will agree not to tender or as to the amount of any other tender to be submitted; or

7.4.4 offers or pays any sum of money to any person to induce such a person to accept the tender then the tenderer shall be disqualified from tendering and may be subject to civil and criminal liability.

#### 7.5 Health and Safety

The successful contractor will need to provide the Council with appropriate methodologies and risk assessments ahead of any works commencing. These should cover all aspects of the works and access to the site, and ensure the health and safety of all contractors, employees and third parties including the public.

- 7.5.1 Prior to work starting the contractor will agree with the Council the area to be designated as the construction area so that members of the public can be excluded from this area. It will be the responsibility of the contractor to provide and maintain any security fencing, and this fencing shall remain in place until the Council has accepted the post installation report.
- 7.5.2 Welfare facilities, and the storage of the new equipment, machinery, and other equipment will be the responsibility of the contractor, and the contractor must take all reasonable steps to manage any risks to the public associated with these items being stored on site. Should it be necessary to bring a storage container onto the site the location is to be agreed with the Council in advance, and this storage container must be removed as soon as possible after the works have been completed. Any planning permissions for a storage container are the responsibility of the contractor.
- 7.5.3 The contractor shall comply with all relevant legislation relating to the provision of the supply and installation of play equipment, including the provisions of the Health and Safety at Work Act 1974 and the COSHH regulations.

7.5.4 The contractor must ensure that any waste materials produced during the works are transported from site using waste carriers with a current Waste Carriers Licence appropriate for the type of waste being transported. Wherever possible waste materials should be recycled.

### 7.6 Indemnity and Insurance

The contractor shall provide evidence of insurances with the tender documents and again before undertaking any works on site, **and during the lifetime of the contract.** The following insurance covers are required and shall not be cancelled without first giving the council one month's prior notice in writing.

- 7.6.1 Public Liability Insurance (persons and property) of no less than £10 Million for any single incident and for an unlimited number of incidents.
- 7.6.2 Product Liability Insurance of no less than £10 Million
- 7.6.3 Employers Liability Insurance of no less than £10 Million
- 7.6.4 Professional Indemnity Insurance of no less than £1 Million

### 7.7 Safeguarding

The contractor shall ensure that all individuals required to work on site are subject to a valid disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS); and

- 7.7.1 monitor the level and validity of the checks for each member of their staff
- 7.7.2 not employ or use the Service of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.
- 7.7.3 provide confirmation that DBS checks have been carried out and are up to date.
- 7.7.4 warrant that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the contractor in the provision of the Service is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 7.7.5 for the purposes of this Contract have in place its own Safeguarding Policy.
- **7.8** Contractors must note that the council may make the decision to omit certain play items. Where this occurs, the council will agree a reduction in price with the contractor or, if possible, select a suitable substitute.
- 7.9 Before making a final decision on the preferred tender the council may undertake a public consultation exercise and may use the designs, plans and layouts submitted by the tenderer as part of this consultation. Should any tenderer have concerns about this they should make this known to the council when the tender is submitted.

### 7.10 The council will not be bound by the results of the public consultation.

### 7.11 The council is not obliged to accept the lowest or any quotation.

- **7.12** Prospective contractors are prohibited from contacting councillors or staff to encourage or support their quotation outside the prescribed process in accordance with the terms of the Bribery Act 2010.
- **7.13** Any tenderer who canvasses any member or officer of the council, whether directly or indirectly, relating to the award of this contract will be disqualified.

**7.14** If a tender is accepted and required permissions are refused, the council reserves the right to cancel the contract.

### 8 Timetable

- 8.1The council does not bind itself to accept any tender, but every effort will be made to reach a decision on a preferred tenderer by the 8<sup>th</sup> July 2022.
- 8.2 It is anticipated that the contract will be in place by Friday 15 July 2022.
- 8.3 The timing of the installation and completion date is to be agreed between the council and the successful tenderer

### Timescales

Action	Date
Issue of tender & brief for proposed Play Area on Contracts Finder	29 April 2022
Closing date for questions relating to proposals	13 May 2022
Responses to questions provided back to all interested parties by	20 May 2022
Closing time and date for return of prices	Noon, Tuesday 7 June 2022
Opening of Tenders	10 June Provisional
Officer Evaluation	13 June Provisional
References requested for shortlisted tenders	17 June Provisional
Closing date for reference returns	24 June Provisional
Review of shortlist and recommended Contractor by	Council Special Tender Evaluation Committee to be arranged.
Contractors notified of decision	8 <sup>th</sup> July 2022

### 9 Enquiries

Any enquiries relating to the Tender Document should be addressed to Mr Stuart Wardle, Clerk to Shotton Parish Council, 14 Claypool Farm Close, Hutton Henry, Hartlepool, TS27 4QZ (07904 278889), email <u>wardlestuart@btinternet.com</u>

### **10 Completion and Payment**

### Before payment is made, the contractor must supply the following:

### 10.1 Guarantees

The successful company must provide guarantees for all the equipment before payment will be made.

### 10.2 Post-installation Inspection

- 10.2.1 A post-installation by an independent RPII Outdoor Play Equipment Inspector must be commissioned and paid for by the contractor who must then supply it within 48hours of receipt to the council.
- 10.2.2 Safety fencing must not be removed prior to a satisfactory Post-Installation Inspection which must state that:
  - 10.2.2.1 the risk per item is as low as possible for that particular piece of equipment.
  - 10.2.2.2 no remedial tasks are required to the equipment, surfacing or the surrounding area if any surface damage has occurred during installation.
  - 10.2.2.3 no items are high risk
  - 10.2.2.4 there are no issues with the layout and interaction of equipment and users.
- **10.3** If the Inspection fails to meet **ANY clause of 10.2 above** and identifies any issues or defects arising with the supply and installation, then the contractor shall take action to correct prior to the removal of safety fencing.
  - 10.3.1 It will be the responsibility of the contractor to provide and maintain any security fencing, and this fencing shall remain in place until the council has accepted the post-installation report.
- **10.4** The council shall pay valid undisputed invoices within 30 days of receiving an undisputed invoice or immediately after the council meeting in the month following completion of the contract.

### **11 The Tender**

- 11.1 You should only complete the tender after you have read and fully understood this Tender Document.
- **11.2** Once a tender has been awarded no allowance can be made for any errors, omissions, or misjudgements in tendering.
- **11.3** If you have any doubt at all on how to complete the tender, please contact the Clerk of the Council Remember that once the tender has been submitted you will not have the opportunity to alter its contents.

### 11.4 How and where to return the tender

- 11.4.1 Tenderers must complete and sign the form of tender. **The signatory must be authorised to sign the tender.**
- 11.4.2 Tenders must be returned in a plain unmarked sealed envelope addressed or delivered to The Parish Clerk, Shotton Parish Council, 14 Claypool Farm Close, Hutton Henry, Hartlepool, TS27 4QZ by 12 noon Tuesday 7 June 2022.
- 11.4.3 Tenders may be delivered by hand to the Clerk by prior arrangement and a receipt will be issued only if requested.

11.5 We tender to carry out the work referred to in this Tender Document in accordance with the details set out in this Tender Document. We agree that this Tender Document together with the council's written acceptance will constitute a contract between us.

### 11.6 Price

- 11.6.1 The council has set a budget of £140,000 exc. VAT for the project.
- 11.6.2 Tenders maybe submitted under the maximum budget of £140,000 exc. Vat for this project.
- 11.6.3 The price should be quoted exclusive of VAT.
- 11.6.4 It should be a fixed-price quotation including all labour, plant, equipment, travelling time, expenses and facilities to provide Shotton Parish Council with its completed proposal contained in this Tender Document.
- 11 6.5 Where possible separate components of the work, such as installation, equipment, safety surfacing, drainage and landscaping should be shown separately.
- 11.6.6 No additional payment will be made in respect of any changes in the cost to the successful tenderer of labour, materials and plant employed in carrying out the work.
- 11.6.7 No costs incurred in the submission of the tender, producing any supporting information or additional explanations required will be met by the council, whether the tender is successful or not.
- 11.6.8 Prices shall be irrevocable and valid for a minimum period of 160 days after the closing time, whether or not another tendered price has been accepted.

### 11.7 Please provide the following information, using separate sheets if preferred.

11.7.1	Tender Contract Price exclusive of Vat. This will be the fixed contract price between Shotton Parish Council and the Contractor.	£
11.7.2	<b>Experience</b> Please provide details of previous experience. Provide on additional sheet if required.	
11.7.3	Location Please give the location of your main office and any branch office if relevant.	
11.7.4	References x2 Please provide details (names, addresses, telephone numbers and contact name)	

11.7.5	Tenderer/Company	What is the legal status of	
11.7.0	Information	your organisation (e.g., sole trader,	
	Please complete the	private limited company, partnership etc)	
	following information	VAT Registration Number	
		If this is a partnership, please supply the full names of all partners on a separate sheet if necessary	
		Has your organisation been convicted (or has any outstanding actions) of a criminal nature relating to the conduct of its business or profession?	Yes/No
		If yes, please provide details on a separate sheet	
		Has your organisation failed to fulfil its obligations relating to the payment of contributions or taxes under the law of any part of the United Kingdom?	Yes/No
		If yes, please provide details on a separate sheet	
		Has your organisation had a contract cancelled, or not renewed, for failure to perform to the terms of that contract?	Yes/No
		If yes, please provide details on a separate sheet	
		By Law (RIDDOR), you must report certain injuries, diseases and dangerous occurrences to the Health and Safety Executive. Has your organisation had to make any such reports under RIDDOR in the past five years?	Yes/No
		If yes, please provide details on a separate sheet	
		In the past five years have you or your organisation, or any of your employees, been served with a prohibition or improvement notice, or been convicted of any offence in law, enforced by the Health and Safety Executive, Local Authority, Police, or the Department of Transport?	Yes/No
		If yes, please provide details on a separate sheet	
		Please detail your company's principal contact person and their full contact details in the event of any queries in relation to the tender.	

**11.7.6** If necessary, you should be prepared to give further information to the council, and answer any questions that the council may have, so that the council can effectively evaluate each tender.

**11.8** The contractor agrees to indemnify the council against all actions, claims and costs relating to injury (including death) or loss of or damage to property which arises out of the contractor's failure to

provide the service to the contract standard except where attributable to the council's own negligence or that of its servants or agents.

### **11.9 Service Provision**

- 11.9.1 The contractor must not prune, cut or remove, or damage in any way, any of the trees on the site. If the Contractor has any concern that trees may be affected by the work being carried the Parish Council must be informed immediately.
- 11.9.2 Any damage to the grass or other surfaces or damage to roadways, gates, fences or park furniture caused by the contractor is to be made good at the contractor's expense.
- 11.9.3 Hours of work are to be between 8am and 6pm Monday to Friday. Weekend and bank holiday working is not permitted without prior agreement. Should the project be delayed due to inclement weather the contractor must keep the Parish Clerk informed about progress.

### 11.10 Employees

The contractor must employ sufficient numbers of appropriately trained and experienced staff to ensure that the service is provided to the agreed standard.

### 11.11 Assignment and Sub-contracting

The contractor shall not assign or sub-contract the contract or any part of it without the council's prior written consent.

### 11.12 Dispute Resolution

If a dispute or difference has arisen between the council and the contractor relating to this Contract both parties shall use all reasonable endeavours to resolve the dispute and to this end shall meet as soon as possible with a view to discussing and resolving the matter. This clause shall not operate to prejudice the rights of either party against the other whether through litigation or otherwise.

### 11.12 Breach of Contract

11.12.1 If the contractor:

- 11.12.1.1 has offered any gift or consideration of any kind as an inducement or disincentive for doing anything in respect of this contract or any other contract with the council; or
- 11.12.1.2 has committed an offence under the Bribery Act 2010.
- 11.12.1.3 becomes bankrupt; or
- 11.12.1.4 has a receiving order made against it; or
- 11.12.1.5 presents its petition in bankruptcy; or
- 11.12.1.6 is subject to a winding up order; or
- 11.12.1.7 has a receiver appointed; or
- 11.12.1.8 is in persistent and/or material breach of contract (by failure to achieve the contract standards or otherwise); then-

the council shall terminate the contract immediately and recover all losses resulting from such termination.

### 11.13 General

- 11.13.1 The council may require the service to be varied at any time upon such terms as may be agreed with the contractor and, where appropriate, the variation will include provision for adjustment of the contract charges. Such variation may apply to additional or reduced work or different categories of work.
- 11.13.2 All variations shall be recorded in writing and attached to this Contract.
- 11.13.3 This Contract is governed by English law.
- 11.13.4 A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Contract.

- 11.13.5 The contractor shall not be liable for any default in the provision of the service caused by any relevant factor beyond the contractor's control (e.g., Act of God, strikes, Act of Government, Force Majeure, etc).
- 11.13.6 Any notice to be served on the contractor or the council shall be sent by recorded delivery to their respective addresses referred to in the Tender Document.
- 11.13.7 The contractor will immediately notify the council when damage is caused by the contractor to any assets of the council.
- 11.13.8 The contractor shall make good at his own expense any damage caused by the contractor to any assets of the council.
- 11.13.9 This Contract represents the complete Contract between the council and the contractor and supersedes all other undertakings, statements and agreements and contracts relating to the Service.

### Signed by a duly authorised representative on behalf of Contractor

Name	. Signed
Date	
Company name	
Address	
Telephone: E	mail:
Cinned on behalf of Chotten Devich Council	
Signed on behalf of Shotton Parish Council	
Name S	Signed
Date	
Name	Signed
Date	
Witnessed by the Clerk, Shotton Parish Council	
Name	
Signed	Date

#### GDPR 2018 and Record Retention

All documents will be treated in confidence and retained securely for the minimum period for the retention of tenders, 6 years. Limitations Act 1980 as amended.

### **APPENDIX 1**

### TENDER DOCUMENT FOR the Design and Supply of Play Area and Play Equipment, associated landscape and drainage works and removal of old play equipment at Shotton Community Park, Station Road, Shotton Colliery, Durham DH6 2JU

### Shotton Community Park Playground Consultation

### Foreword

The public consultation started in February 2022 with a total of 212 respondents. Both Primary schools within the village were contacted to determine if their school councils could lead an internal consultation with all pupils using the response template. Our Lady of Lourdes Primary School completed their consultation with 130 respondents. Unfortunately, due to unforeseen circumstances Shotton Primary School could not complete an in-house consultation. Due to this the plans and proposals were located in The Hub for an extended period of time and posters regarding the consultation were locate around the village and various social media channels were used to promote the consultation. Shotton Primary school also advertised the consultation in their weekly newsletter.







FAVOURITE EQUIPMENT



### **Conclusion**

It is clear from the consultation that the vast majority of people who viewed the plans were very happy with the designs with 131 people out of 212 grading the plans as 10/10.

As we move to the tendering stage based on the consultation results the following pieces of equipment should be included:

Zipline

Large rope pyramid

Large multi-unit (including slide and monkey bars)

Small multi-unit (including slides)

Talk tubes

Wall maze games (toddlers)

Trim trail

Accessible roundabout

Swings (circular/hexagonal frame for older children) plus an accessible swing for mother/baby and toddler swings)

Rope swing (for multiple people)

See-saw – for multiple people.

Springy items for smaller children.

#### Additional information:

During the consultation it was highlighted multiple times about the lack of seating and bins

Also mentioned was wheelchair accessible equipment