# **TISBURY PARISH COUNCIL**

# TISBURY SKATE PARK Land adjacent to King George V<sup>th</sup> Playing Field

# Provision of Specialist Skate Park Design and Construction works

# **Invitation to Tender**

Closing Time and Date: 3:00pm; Friday 29<sup>th</sup> March 2019

Enquiries to: Telephone:	Mrs Sandra Harry – Clerk to Tisbury PC 07388 376240 / 01747 260088
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Copies of the tender document, links to the planning applications mentioned and any questions & answers made by those planning to submit a tender will be available on the Council website under the heading 'TISBURY SKATE PARK 2019' from Wednesday 20<sup>th</sup> February 2019.

# 1. The Brief

Tisbury Parish Council wishes to progress the construction of a concrete skate park based on planning permissions already in place, i.e. Wiltshire Council planning application references 17/09693/REM and 16/03590/OUT. The design was created after extensive community consultation with a company that has now ceased to trading. The brief is to:

- i. Complement the existing recreational area of the King George Vth playing field and play area immediately adjacent to the Skate Park site to make a more enjoyable and more comprehensive outdoor recreation area.
- ii. Create a free exercise facility for a wide range of residents (typical age range 5/6 years old upwards, i.e. a concrete skate park.
- iii. Develop a park with scope to draw users from surrounding areas into Tisbury and thereby increase numbers to other local amenities, such as the swimming pool and sports centre, and also increase trade on the High Street.
- iv. Reduce anti-social behaviour.

# 2. The Site

- i. The skate park site is former agricultural land on a slight slope.
- ii. Apart from the King George Vth playing field and play area, the site is bounded by a small area of fruit trees, a school field and a large open field area used predominately by dog walkers.
- iii. The site has clear views towards areas of housing and excavation to create bunding is envisaged to lessen the visual impact of the concrete structure to nearby residents and reduce nuisance from noise from the area as a whole.
- iv. Companies should be aware that there is a High Voltage Electricity Cable along two sides of the Skate Park area and that the precise location may differ to that on the planning application documents available.
- v. There is no direct access from the highway and a haulage track will be necessary from the car park of the Nadder Centre, through on to the King George Vth playing field and along a boundary hedge with the Nadder Centre to the site.
- vi. The haulage track to remain in situ at the end of construction period.

# 3. Timetable

i. The site is available for immediate possession.

- ii. In order to allow sufficient time to evaluate the alternatives, Companies are required to submit their schemes by 3pm on Friday 29<sup>th</sup> March 2019.
- iii. It is anticipated that the Evaluation Committees, consisting of Tisbury Parish Councillors and experienced users of skate parks will choose a preferred tender by Friday 5<sup>th</sup> April 2019.
- iv. It is intended that the scheme will be placed with the relevant company during the following week, but construction will be subject to an amendment of the planning approval to incorporate the design changes.
  Following this, the chosen Company will be required to enter into a Contract with the Council for the design and construction of the skate park in accordance with the provisions of the attached 'General Conditions and Preliminaries' document at Appendix A.
- v. Tisbury Parish Council envisage that construction of the Skate Park will be in 2019 and companies submitting a tender are asked to give an anticipated start date, if successful, although it is recognised that delays in a company's committed schedule may occur due to inclement weather etc Companies are asked to indicate the impact of any delays in their ability to fulfil the scheme.

# 4. Budget

i. The maximum budget available for the whole scheme is £100,000 (exclusive of VAT). This is grant funding and there is no additional funding available.

# 5. SPECIFICATION

- i. All scheme costings shall be prepared in compliance with the conditions specified in Appendix A.
- ii. As this will be a fixed price contract, companies will be expected to complete a site and ground survey before submission of the tender.
- To fit within the existing specified area on the approved planning application 17/09693/REM; with a 7m space between the Skate Park structure and boundary with the School playing field.
- iv. Skate Park Features:
  - a) The design detailed in the current planning application reflects several years of extensive community engagement and iteration. A design that respects that already approved, but also allows space for free flow from creative solutions will be considered. The overall dimensions of the proposed amended skate park layout should fit within those that are currently approved, but may vary to some extent in shape and volume.
  - b) The design should cater for beginner, intermediate and expert Skateboarders, BMXs, Scooters and Roller Bladers.

- c) Elements for incorporation into a design should be taken from the following list: A mini ramp, maybe with a bowled end Long ledges Manual area Long flat rail Flat bank Driveway
- v. The Haulage Track should be sufficiently robust to allow for post construction use by vehicles on an ad-hoc basis.
- vi. The design, construction, layout and installation of the skate park (including excavation and bunding) other equipment and any landscaping provided by the Company shall comply with all the relevant codes of practice and legislation.
- vii. The Company shall be responsible for providing the Council with a safety certificate issued by RoSPA to confirm the standards and safety of the area prior to handover and official opening.

### 6. Selection Criteria

- i. The Evaluation Committees will base the final decision primarily on the design of the Skate Park and that element will account for 80% of the scoring.
- ii. The remaining 20% will account for:
  - a) Construction start date and expected construction period.
  - b) Haulage track surface.
  - c) Moderated final costings submitted.

#### 5. Re-instatement Works

i. Upon completion of the scheme, the Company must allow in the costings for reinstating all areas of ground both inside and outside the site damaged or altered as a result of the works to the full satisfaction of the Supervising Officer.

# 6. Post-installation Inspection & Certification

- i. No later than four weeks after completion of the works, the Company shall forward to the Supervising Officer a post-installation safety certificate for the site as issued by RoSPA.
- ii. The Company shall meet all costs associated with obtaining this certificate. Final financial payments due for the scheme will not be paid until this certificate is provided.

# 7. Payments

i. A payment schedule of stage payments will be agreed between the Company and Parish Council prior to the start of construction.

ii. Retention monies of 5% of the total value of the works will be held to be released 12 months after practical completion as certified by the Council's representative.

# 8. Guidance on Submission of Schemes

- i. Tenders must be submitted electronically and be clearly headed/labelled as 'KGV<sup>TH</sup> TENDER DOCUMENTS'.
- ii. Specific confirmation of a site inspection and ground survey should be provided.
- iii. Any documents must be no larger than A3 for printing purposes.
- iv. Companies are requested to submit separate costs for each element of the scheme as follows (net of VAT):
  - a) Design and construction of the skate park area.
  - b) Design, supply and installation of haulage track.
  - c) re-instatement of all areas of ground both inside and outside the site damaged or altered as a result of the works.
  - d) Overall total cost of the scheme at the site.

#### GENERAL CONDITIONS AND PRELIMINARIES

#### A. <u>Name of Parties</u>

The Client will be the Tisbury Parish Council.

The Supervising Officer will be the Parish Clerk, Tisbury Parish Council, The Reading Room, High Street, Tisbury, Wiltshire, SP3 6LD.

#### B. <u>Description of Works</u> The provision of specialist skate park design and construction works.

#### C. Fixed Price Contract

No extra payment or deduction will be made for variations in rates of wages or in the price of materials occurring after the acceptance of the tender except in so far as they may be affected by VAT

#### D. Tender Offers

No payment will be made for any costs which will be incurred by any Company in the preparation of the schemes and the Council does not bind itself to accept the lowest or any tender offer.

Notwithstanding the timetable detailed on pages 2 and 3 of this document, the submitted offers shall remain open for acceptance by the Council for a period of two months from the final date of submission.

#### E. Workmanship and Materials

General directions of work and materials given in the specification are for the guidance of the company who shall be fully responsible for ensuring the suitability of the works for the use to which it will be put.

#### F. <u>Scheme Prices</u>

The scheme costings are to be the full value of the work described under the several items, including all costs and expenses which may be required together with all general risks, liabilities and obligations set forth or implied in the Brief documents.

#### G. Site Inspection

The Company is advised to visit and inspect the site at its own expense and be fully conversant with conditions under which the works are required to be executed and the nature of the works involved prior to tendering. Attention is drawn to clause 5ii, page 3, of this specification in particular.

No claims for variation, alterations or additional payment will at any time be considered or admitted due to the failure on the part of the Company in making his inspection to acquaint himself fully with any contingency such as may reasonably be anticipated.

#### H. <u>Watching and Lighting</u>

The Company shall be solely responsible for lighting, signs, traffic control and all other safeguards to life and property as may be required in connection with the works.

### I. Plant, Tools and Vehicles

The Company shall allow in the tender rates for all necessary tools, staging, supports, plant and vehicles required for the works and for fuel and maintenance during the period of the contract and removal on completion

#### J. Water Supply

The Company shall make all necessary arrangements for a supply of water for building and maintenance purposes during the period of the contract and without cost to the Council.

### K. <u>Protection of Existing Constructions</u>

The Company shall be responsible for ensuring that all existing houses, roads, fences, house paths, drains, statutory authorities' equipment and other constructions are adequately protected from damage during the course of the works and shall make good at no cost to the Council any damage which may occur during the progress of the works. The Company shall allow for all costs in liaison with Statutory Undertakers to establish, by hand dug trial holes if necessary, the location of their mains, services and equipment and for all necessary temporary protective measures.

#### L. <u>Safety, Health and Welfare of Works People</u>

The Company shall ensure that all health, safety and welfare measures required under or by virtue of the provisions of any enactment or regulation or the working rules of any industry are strictly complied with.

M. <u>Removal of Rubbish, Debris and Unwanted Equipment/Materials</u> The Company shall remove all rubbish, debris and unwanted equipment/materials from the site as it accumulates and at completion and leave all work and the site in a fit and clean condition.

#### N. <u>Tipping Facilities</u>

The Company shall provide his own tip for all waste material as no Council tips will be available for this purpose.

#### O. Insurance

The Company shall until the works are completed insure in an Insurance Office to be approved by the Council against:

- a. Liability for accidents at common law to workmen employed on the site of the works.
- b. Liability for Third Party risks including damage to persons and property to an amount of not less than £10 million for any one occurrence

# P. <u>Defects</u>

Any defects that appear within 2 years of the date of completion of the work and are due to materials or workmanship not in accordance with the Contract shall be made good by the Company at no cost to the Council. This shall include any re-instatement works (see specification clause 7 in particular).

#### Q. <u>Storage</u>

The Company is advised that the Council has no depot available for equipment storage before or during the refurbishment contract, and <u>must</u> therefore make his own arrangements for such things, allowing in his tender for any costs arising as a result of this.