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## Milburn Park Destination Play Area - Proposal

### 1 The Project

The council is seeking tenders from qualified and reputable play companies to design, supply and install a new high-quality destination play area at Milburn Park in Newbiggin by the Sea, Northumberland. **Removal of spital Burn.**

A destination play area is aimed at attracting families and larger groups for longer visits; and tend to have car parking with access to other facilities such as a cafe and toilets. (Existing toilet facilities are provided within the Bowls Club and there is potential for the Club to extend their offer of refreshments). There are two existing car parks leading to the site.

The creation of the destination play area will provide additional facilities for local families to enjoy, and also encourage visitors from the north and south of Newbiggin by being visually distinctive.

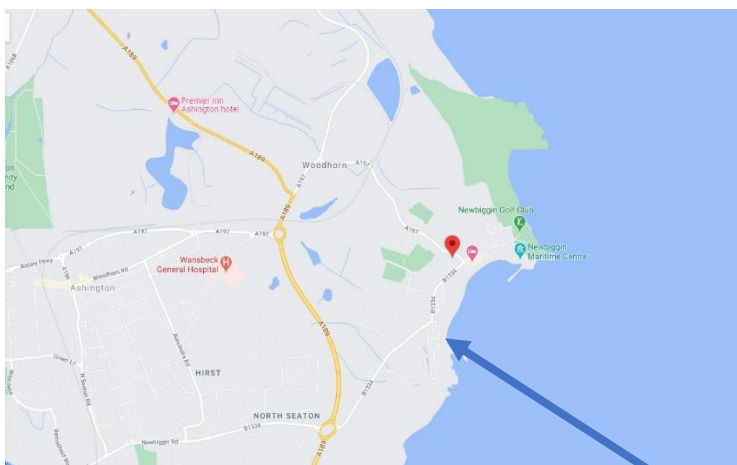
At present may visitors arrive in Newbiggin via the Church Point car park using facilities at the north of the Bay they often walk as far as the Quay Wall Piazza then turn around and leave the town. It is intended that the play area will be colourful, attractive, accessible, and highly visible attracting families and larger groups for longer visits.

The council has a budget of £150,000 exc. VAT for the project. Tenders may be submitted under this sum. Completion date for the project is by the 31<sup>st</sup> March 2023.

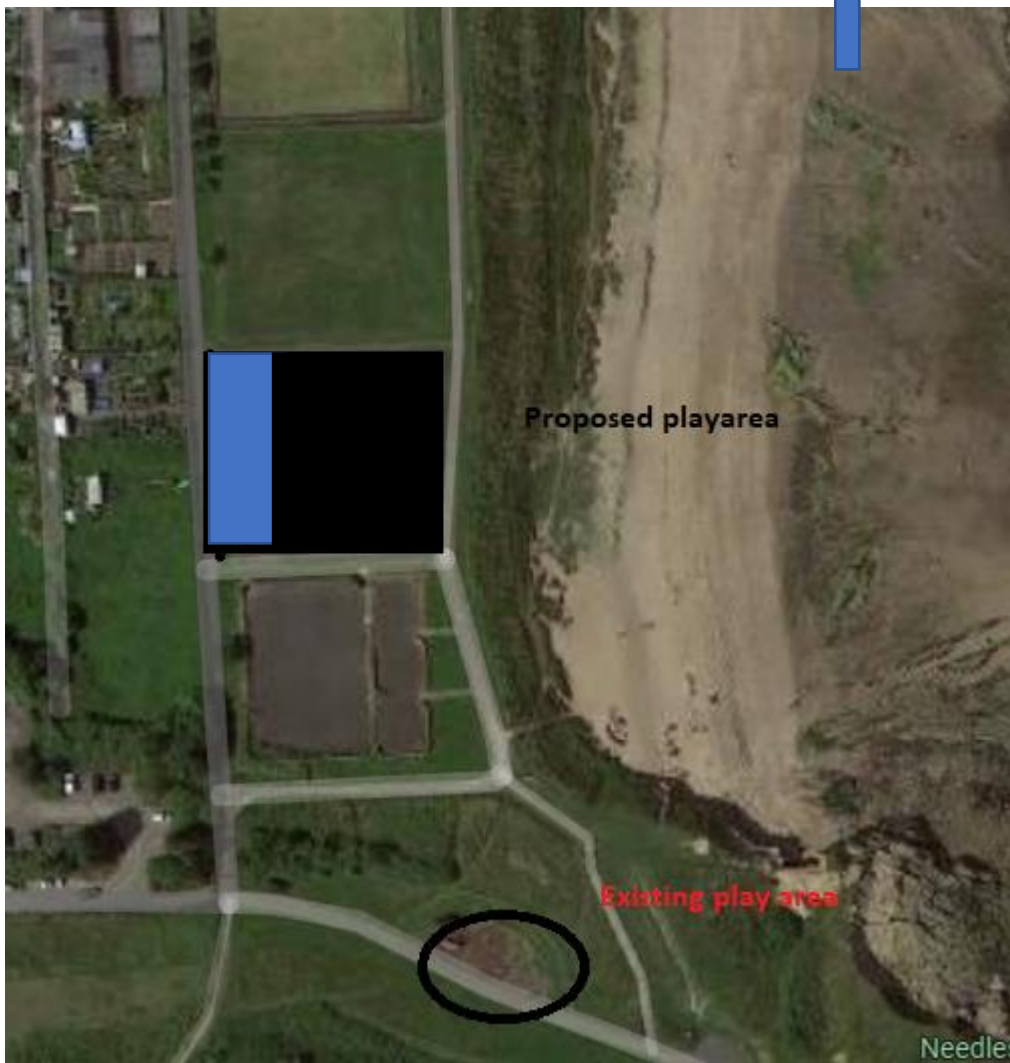
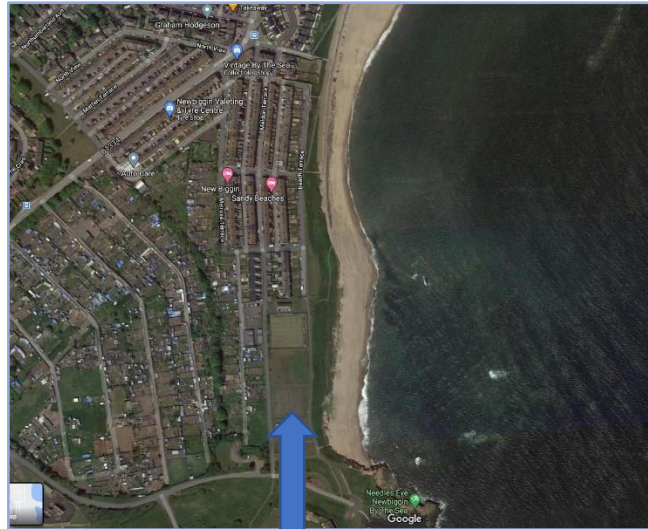
### 2 Site Details

Milburn Park is a strategically important historic park located in the increasingly popular coastal town of Newbiggin by the Sea. Milburn Park is situated at the south of Newbiggin Bay and has views of the entire bay and the port of Blyth to the distance in the south. Milburn Park has a thriving Bowls Club that was founded in 1933 and was the site of tennis courts and other recreational facilities. The Northumberland Coastal Path passes through Milburn Park as does Newbiggin by the Sea Parkrun which takes place every Saturday morning.

Milburn Park can be accessed by vehicle via the B1334 past the Northumbrian Water site, the Newbiggin Allotments, arriving at the Spital Burn car park and Needles Eye. Additional car parking can be accessed via the unclassified adopted highway that is signposted from North Seaton Road towards Melrose Terrace and the Aged Miners Cottages.



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The site of the proposed new play area is an existing hard stand within Milburn Park as show on the image above. The entirety of Milburn Park except for the Bowls Club and Green (which are fenced off) is public open space and can be accessed at any time.

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The tenderer should assess the work required, the access, the security of the site, the topography and the layout before the tender is submitted. It is the responsibility of the tenderer to check for any existing utility services on site.

The council's representative is available to meet interested contractors during the tender period given enough notice to answer questions but not give an opinion. Questions or clarifications may be submitted to the council.

 Potential future splash play site

 Play area boundary

### 3 Design principles

Principle Requirements of the Milburn Play Area. It:

Shall have the Wow factor - to include some bespoke play elements that are not available within other play facilities on the Northumberland coast

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 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

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- 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

### 4 Requirements and specifications - Table 1

No.	<b>TABLE 1. Newbiggin by the Sea Town Council requires that the requirements in this Tender Document and this specifications in this table are met and that all the information requested is supplied</b>	<b>Contractor use only</b>
	All new equipment must be constructed of materials suitable for a seaside environment and must be guaranteed as such. Please indicate the length of guarantee, the grades of material used, the type and quality of finishes. Vandal resistance is also important.	
	New equipment must NOT: • include a ball game wall/surface. • include anything easily used as an enclosed den or shelter	
	Safety Surfacing. Wet pour is preferred. • NO bark, or sand materials are to be used	
	<ul style="list-style-type: none"> <li>• The play area must be fenced with bow top fencing and have a minimum of two access gates.</li> <li>• The fencing from the Spital Burn Play area is to be recycled into the fencing of this project..</li> </ul>	
	Multi-play. A colourful lighthouse themed multi-play unit that is between 3-5M in height is our preference, the be located near the eastern boundary of the play area making it visible from the North of the Bay. This should provide a range of opportunities for play for young children to teenagers, It must not have a south-facing slide. It must not have monkey bars/horizontal ladder for swinging from rung to run	
	The play area may evolve in the future to feature a splash play unit – consideration should be given to any infrastructure required for this – this should be quoted for separately.	
	<b>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.</b>	
	The contractor must supply a scale plan and illustrations showing the layout of the new equipment and any further information as required by the council. Information about colours and colour options would be useful.	
	Sub-contractors must not be used.	

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	The contractor must demonstrate that the company has a fast, responsive service for repairs including their ability to quickly obtain parts and 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.	
	Country of origin. Please state where each piece of play equipment is manufactured and if it is manufactured by the tenderer.	
	All tenderers must be members of the API (Association of Play Industries).	

### 5. Evaluation Criteria

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

<b>Table 2. Factors (7)</b>	
<b>1. Price and Value for Money</b>	15%
<b>2. Quality (85%) 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.	
<b>3. Play Equipment and Play Value</b> Innovative design that is considerate of the setting and allows for future change and evolution of the area. Product range. 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. It is important that the new pieces contribute towards a coherent layout for the likely age of user. The proposals must respect the surrounding environment. The assessment will include adherence to the principles in Table 1.	15%
<b>4. Presentation and overall design</b> The presentation will be assessed against the visual plans and the play area layout plans	5%
<b>5. Location of Play Company, provision of a repairs service, quality and vandal resistance of equipment and place of manufacture.</b> Distance of the play company from Newbiggin by the Sea, if a service to maintain and promptly repair equipment at short notice on an ad-hoc basis is offered. Please state if the equipment is made in the UK (whether manufactured or assembled) and the origin of spares. Vandal Resistance - contractors are asked to show how their equipment is vandal resistant, e.g. -steel core ropes, and what makes it good quality.	40%
<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. All contractors must be members of the Association of Play Industries and upkeep their membership until the installation has been paid for.	10%
<b>7. Recommendations and references</b> Recommendations and references from local authorities in the Northeast, and particularly within Northumberland whose equipment has been installed AFTER 31st March 2017. References to a responsive repair service will be sought and Newbiggin by the Sea Town Council may include its own experience of tenderers in the scoring.	15%



### 6 Contract Conditions

- 6.1.** 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.
- 6.2.** Please set out the tender showing how the bid complies with this Tender Document.
- 6.3** The Council has in its sole discretion, the unfettered right to:
- 6.3.1 Accept any tender
  - 6.3.2 Reject any tender
  - 6.3.3 Reject all tenders
  - 6.3.4 Accept a tender which is not the lowest price
  - 6.3.5 Accept a tender that deviates from the requirements, specifications or the conditions specified in this document
  - 6.3.6 Reject a tender even if it is the only tender received by the council.
  - 6.3.7 Accept all or part of a tender, and
  - 6.3.8 Split the requirements between one or more bidders.
  - 6.3.9 Accept or decline any tender without explanation. The company shall not have any claim for expenses incurred in the preparation of this tender.
- 6.4** If the tenderer:
- 6.4.1 fixes or adjusts the amount of the tender by arrangement with any other person or business; or
  - 6.4.2 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
  - 6.4.3 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
  - 6.4.4 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.
- 6.5** 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.
- 6.5.1 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.

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- 6.5.2 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.
- 6.5.3 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.
- 6.5.4 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.
- 6.6 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.
- 6.6.1 Public Liability Insurance (persons and property) of no less than £10 Million for any single incident and for an unlimited number of incidents.
- 6.6.2 Product Liability Insurance of no less than £10 Million
- 6.6.3 Employers Liability Insurance of no less than £10 Million
- 6.6.4 Professional Indemnity Insurance of no less than £1 Million
- 6.7 Safeguarding**
- The contractor shall ensure that all individuals are subject to a valid disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS); and
- 6.7.1 monitor the level and validity of the checks for each member of their staff
- 6.7.2 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.
- 6.7.3 provide confirmation that DBS checks have been carried out and are up to date.
- 6.7.4 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.
- 6.7.5 for the purposes of this Contract have in place its own Safeguarding Policy.
- 6.8** 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.



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- 6.9** Before making a final decision on the preferred tender the council may carry out 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.
- 6.10** The council will not be bound by the results of the public consultation.
- 6.11** The council is not obliged to accept the lowest or any quotation.
- 6.12** 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.
- 6.13** 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.
- 6.14** If a tender is accepted and required permissions are refused, the council reserves the right to cancel the contract.

### 7 Timetable

- 7.1** The 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 12<sup>th</sup> September 2022.
- 7.2** It is anticipated that the order will be placed by 19<sup>th</sup> September 2022.
- 7.3** The timing of the installation is to be agreed between the council and the tenderer. It is anticipated that installation will start in the autumn 2022, and be completed no later than 31st March 2023.

### 8 Enquiries

Any enquiries relating to the Tender Document should be addressed to Town Clerk, Newbiggin by the Sea Town Council, 76 Front Street, Newbiggin by the Sea Northumberland NE64 6QD

email [townclerk@newbiggintowncouncil.gov.uk](mailto:townclerk@newbiggintowncouncil.gov.uk) [www.newbiggintowncouncil.gov.uk](http://www.newbiggintowncouncil.gov.uk)

### 9 Completion and Payment

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

- 9.1** Guarantees
  - The successful company must provide guarantees for all the equipment before payment will be made.
- 9.2** Post-installation Inspection
  - 9.2.1** 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 48 hours of receipt to the council.
  - 9.2.2** Safety fencing must not be removed prior to a satisfactory Post-Installation Inspection which must state that:
    - 9.2.2.1** the risk per item is as low as possible for that particular piece of equipment.

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- 9.2.2.2 no remedial tasks are required to the equipment, surfacing or the surrounding area if any surface damage has occurred during installation.
- 9.2.2.3 no items are high risk
- 9.2.2.4 there are no issues with the layout and interaction of equipment and users.
- 9.3** 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.
- 9.3.1 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.
- 9.4** The council agrees to pay the contractor for the removal of the multiplay and the supply and installation of new equipment at the price the referred to in the tender.
- 9.5** 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.

### 10 The Tender

- 10.1** You should only complete the tender after you have read and fully understood this Tender Document.
- 10.2** Once a tender has been awarded no allowance can be made for any errors, omissions or misjudgements in tendering.
- 10.3** If you have any doubt at all on how to complete the tender, please contact the Town Clerk on 01670 851833. Remember that once the tender has been submitted you will not have the opportunity to alter its contents.
- 10.4** How and where to return the tender
  - 10.4.1 Tenderers must complete and sign the form of tender. The signatory must be authorised to sign the tender.
  - 10.4.2 Tenders must be returned in a sealed envelope to Town Clerk, Newbiggin by the Sea Town Council, 76 Front Street, Newbiggin by the Sea Northumberland NE64 6QD by 31<sup>st</sup> July 2022.  
Tel: (01670) 851833 – Email: - [townclerk@newbiggintowncouncil.gov.uk](mailto:townclerk@newbiggintowncouncil.gov.uk)  
[www.newbiggintowncouncil.gov.uk](http://www.newbiggintowncouncil.gov.uk)
  - 10.4.3 Tenders may be delivered by hand to the Town Clerk or the Assistant Clerk by arrangement and a receipt will be issued.
- 10.5** 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.
- 10.6** Price
  - 10.6.1 The council has set a budget of £150,000 exc. VAT for the project.
  - 10.6.2 Tenders maybe submitted under the maximum budget of £150,000 exc. Vat for this project.
  - 10.6.3 The price should be quoted exclusive of VAT.

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- 10.6.4 It should be a fixed-price quotation including all labour, plant, equipment, travelling time, expenses, and facilities to provide Newbiggin by the Sea Town Council with it's in this Tender document.
- 10.6.5 Where possible separate components of the work, such as installation, equipment, safety surfacing and landscaping should be shown separately.
- 10.6.6 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.
- 10.6.7 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.
- 10.6.8 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.
- 10.7** Please provide the following information, using separate sheets if preferred.
- 10.7.1 Tender Contract Price exclusive of Vat. This will be the fixed contract price between Newbiggin by the Sea Town Council and the Contractor.
- 10.7.2 Experience
- 10.7.3 Location
- Please give the location of your main office and any branch office if relevant.
- 10.7.4 References
- Please provide details (names, addresses, telephone numbers and contact name)
- 10.7.5 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.
- 10.8** 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.
- 10.9** Service Provision
- 10.9.1 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.
- 10.9.2 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 town clerk informed about progress.
- 10.10** Employees
- The contractor must employ sufficient numbers of appropriately trained and experienced staff to ensure that the service is provided to the agreed standard and timeframe.
- 10.11** Assignment and Sub-contracting

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

### **10.12** 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.

### **10.12** Breach of Contract

#### 10.12.1 If the contractor:

10.12.1.1 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

10.12.1.2 has committed an offence under the Bribery Act 2010;

10.12.1.3 becomes bankrupt; or

10.12.1.4 has a receiving order made against it; or

10.12.1.5 presents its petition in bankruptcy; or

10.12.1.6 is subject to a winding up order; or

10.12.1.7 has a receiver appointed; or

10.12.1.8 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.

### **10.13** General

10.13.1 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.

10.13.2 All variations shall be recorded in writing and attached to this Contract.

10.13.3 This Contract is governed by English law.

10.13.4 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.

10.13.5 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).

10.13.6 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.

10.13.7 The contractor will immediately notify the council when damage is caused by the contractor to any assets of the council.

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10.13.8 The contractor shall make good at his own expense any damage caused by the contractor to any assets of the council.

10.13.9 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.

Name..... Signed.....

Date.....

Company name .....

Address .....

Telephone:..... Email:.....

Signed on behalf of Newbiggin by the Sea Town Council

Name.....

Signed..... Date.....

Name.....

Signed..... Date.....

Witnessed by the Clerk, Newbiggin by the Sea Town 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