



**Bude-Stratton
Town Council**

Bude-Stratton Town Council

Provision to design and re-build Bencoolen Playground

To be submitted no later than 13:30pm Friday 14th June 2019.

Late submissions will be disregarded.

Employer

Bude-Stratton Town Council
The Parkhouse Centre
Ergue-Gaberic Way
Bude
EX23 8LD

Contracts Administrator

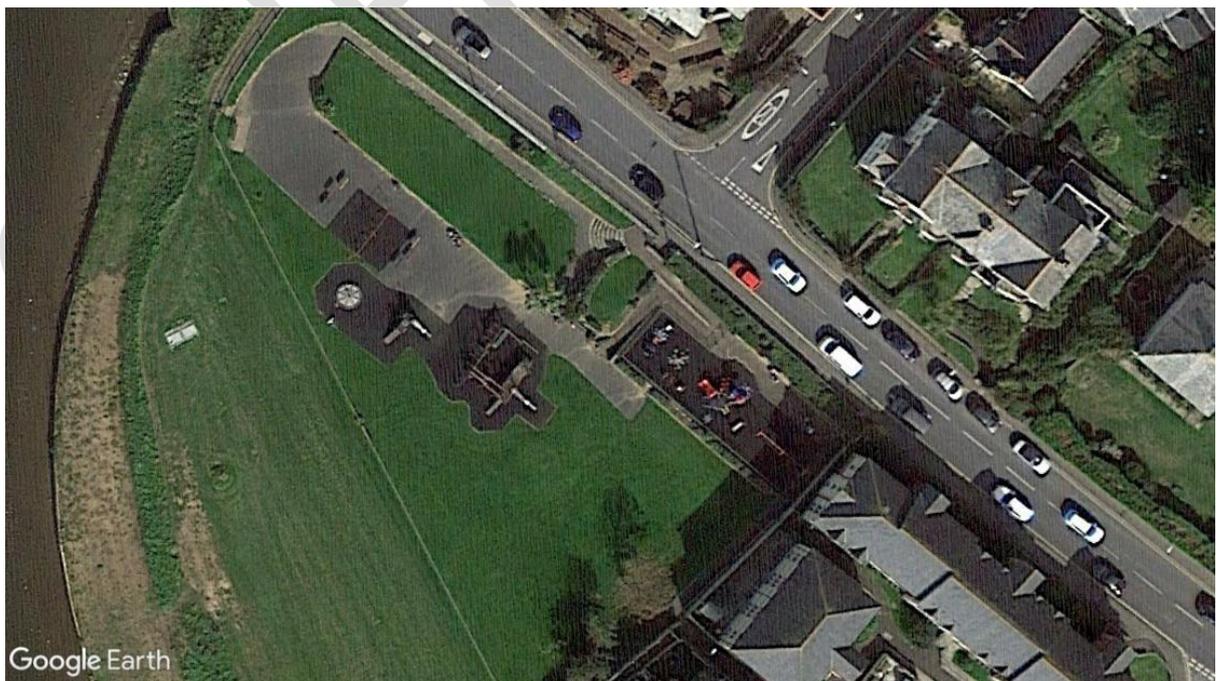
Sports and Play Consulting
Bude-Stratton Town Council

1. General Requirements

1.1 Overview of Project

Bude-Stratton Town Council is seeking a suitably qualified company to design and build a new playground to replace the existing equipment and surfacing.

The location of the site is at Bencoolen Rd, Bude EX23 8PJ.





Bencoolen Playground is a centrally located and well used playground, however due to the age and condition of the equipment and surfacing, the council has prioritised funding to completely re-develop the “Junior” area of the site.



The playground is located off the main road, however, has good pedestrian access, and a large public car park in close proximity.

The budget allowed is a maximum of **£90,000.00 (ex VAT)** which is fully funded by the council.

1.2 Prices

All pricing should be exclusive of VAT and valid for 180 days from the due date of the response.

Prices will be fixed and firm for the duration of the contract.



1.3 Non-Consideration of a Tender Response

The council has the right to refuse any or all submissions without tenderers being able to claim any compensation. All costs associated with the tender process and response is the responsibility of the suppliers that have been invited to participate.

The council may refuse a tender response if there has been any attempt to vary or alter the details within the document or is not able to provide all the information required by the council to make a full evaluation.

Any offence or inappropriate actions by the supplier, including an offence under the Prevention of Corruption Act or the supplier directly canvasses any member of the council concerning the tender other than “appropriate” contact made to the individuals named within this document for the purposes of clarifying the requirements or raising any questions pertaining to the tender.

2. Contract Conditions

The successful contractor will enter into an agreement by way of a Purchase Order with Bude-Stratton Town Council. In addition, a binding contract with agreed terms and conditions will be created for both the council and preferred contractor to jointly authorise, the agreement will not be final until both parties have signed this contract.

The work is for the design, supply and installation of playground equipment, surfacing and associated works which must all comply to European Safety Standards primarily EN 1176 and EN 1177 (taking into account any new amendments to these standards).

The successful contractor must provide evidence of Public Liability Insurance of no less than £5 Million and Employers Liability Insurance to the council within the tender response.

The contractor must follow the 2015 CDM regulations and will have the skills, knowledge and experience, and, if they are an organisation, the organisational capability, necessary to fulfil the role that they are appointed



to undertake, in a manner that secures the health and safety of any person affected by the project.

Confirmation of work hours, storage of materials, access, location of skips and a final Programme of Works and RAMS will need to be finalised and provided to the council before work begins, most likely at the “Pre-Start” meeting, along with a detailed **Construction Phase Plan**.

During installation, the contractors needs to keep public and maintenance access points clear of equipment and provide suitable HERAS fencing and safety notices around the construction site.

Access and Compound: It is likely that the only for vehicles to get to site for deliveries and a compound is via the Rugby Club (near Pethericks Mill, EX 23 8TF) and across the field which end up at the back of the play area. If this is not possible due to ground conditions or other challenges, further discussions with the council may be required to consider alternatives.

On completion of the project, any area that has been damaged during the installation such as the existing fencing, turf, surrounding pathways, and must be returned to the original condition at the contractor’s expense.

3. Overview of Requirements – Tender Brief

3.1 Area

The Junior area will include:

- Removal and disposal of any existing equipment (unless it is possible to relocate)
- New surfacing and any repair and groundworks required to make good and meet regulations, over the entire area
- PCC edging where required
- New equipment that is suitable for 7-12 years of age.
- Equipment to be located primarily where the existing wetpour and tarmac is located, with the potential for some items on the turf, however this will largely be kept as an open space.
- Consideration of the play assessment table



- Existing fencing is to remain
- No seating or bins required
- New Playground Sign

The materials used will be scored largely on the quality of the material, along with the aesthetic look and feel that is suitable for the desired outcome and local area, which will be calculated using the matrix **(Appendix 1 – Assessment)** provided. The council will consider a combination of wood and steel as the primary material for the structure of the equipment. Ultimately, this will be up to the supplier to consider the most appropriate choice with consideration of the scoring mechanism within the tender.

3.2 Surfacing

Additionally, the choice of surfacing will be up to the supplier, the use of coloured wetpour would be encouraged to create an inviting and unique experience, while still providing a level of longevity in terms of maintenance and potential vandalism. The site has experienced vandalism on the existing wetpour surface, mainly areas being cut out or lifted in addition to extensive shrinkage on the borders which has been repaired to date.

The contractor must check and ensure that the base works for the proposed surfacing is suitable or takes measures to include any groundworks or relevant work to make sure that the new surface will be have adequate stability and appropriate safety for the equipment. It will be the contractor's decision to either remove or retain the existing surfacing, to ensure the above requirement is satisfactorily met, and warranties are not affected.

3.3 Removals

All existing equipment and spoil is to be removed, however if the supplier feels that any existing equipment could be re-used at another site and still



meet regulations, this can be set aside rather than being disposed of. All existing seating, bins and fencing is to remain.

3.4 Additional Requirements

3.4.1 New Inclusive access point: the council is looking to close off the existing access with new fencing to match (part of this contract) and provide a new access point to the play area that is suitable for wheelchairs, push chairs, and motorised scooters. Location is shown on photo below.



3.4.3 Groundworks of raised area: the council would like to lower and mould an area shown below, which has an element of risk due to its height next to the stairs in the middle of the area. This is currently the main entrance, however the new access point will change as per the point above. The design should incorporate work to possibly make this into a play feature such as an Embankment slide or similar with new turf



and surfacing where required. The contractor will need to include a cost to allow for this work either as part of the budget, or as an addendum should this result in going over the core budget for the main work, which can be discussed at the site meeting.



3.5 Value Add

The council will be open to any additional value-added options within the proposal such as (but not limited to) which may be scored as part of the ***Discretionary 20%***:

- Open Day Event support and giveaways
- After care service (outside of standard warranty inclusions)



3.6 Post Installation Inspection

Please allow for a RPII qualified inspection following the completion of the project, and any noted defects or medium to high risk reports need to be attended to and resolved before the open date noted on the table below

4. Public Engagement

It is likely that the council will undertake a public engagement to show either all of the submissions or the preferred design that has been selected. The details of the format and date is to be finalised, however this is primarily to get public feedback on the design and any common trend in terms of additions or revisions that may need to be made before construction. There will be no formal scoring from a consultation other than to indicate preferences and minor changes that the council should consider.

5. Time Table for Project

Below is the table set out for the project which suppliers will need to confirm they can achieve to ensure the primary deadline is met. **Suppliers will need to provide confirmation (or Programme or Works) that these dates for starting and finishing the project can be met within tender response.**

Action:	Expected Date:
Tender Release Date	Friday 3rd May 2019
Site Meeting for Interested Contractors (30 minute slots)	22 nd May 2019 between Midday and 2pm
Tender Response Due	13.30Hrs Friday 14 th June (tenders received after this time and date will not be accepted)
Selection of Preferred Supplier and any revisions to design	July 2019
Order placed with Preferred Supplier	End of July 2019
Work to commence	Mid-End September 2019
Work to be completed	Early November 2019

Note: Suppliers are to provide details of expected lead in times to start work from the time a Purchase Order is received, expected duration of the



build, and if at the time of the order the dates shown above are available to be fulfilled.

6. General Quality and Method of Works

Levels of skills require:

Operatives must be appropriately skilled and experienced for the type and quality of work.

The contractor shall inspect all components / materials carefully before using and reject any which are defective.

Supervision:

In addition to the constant management and supervision of the work provided by the contractor person in charge, all significant types of work must be under the close control of a competent supervisor to ensure maintenance of satisfactory quality and progress of the works alongside the external Project Manager from Sports and Play Consulting who will meet with the contractor at the Pre-Start and weekly during construction.

Repairs:

The contractor shall make good any damage as a consequence of carrying out works described herein.

In this respect any making good shall therefore be deemed to be included in each clause.

Good Practice:

Where and to the extent that materials, products and workmanship are not fully detailed or specified they are to be:-

- (i) Of a standard appropriate to the Works and suitable for the purposes stated herein or
- (ii) reasonably to be inferred from the project documents, and in accordance with good practice.



Statutory undertaker's services:

According to records there are no statutory services in the vicinity of the intended works. Notwithstanding, any work, that may be required to be carried out and likely to affect new or existing services, must be in accordance with the Bye Laws or Regulations of the relevant Statutory Authority and entirely to their inspector's satisfaction.

Stability:

The contractor shall accept responsibility for the stability and structural integrity of the Works during the Contract, and support as necessary and in particular ensure that the structural foundations and bases are stable.

Adjacent Areas:

The employer expects this site to be a safe site and requires the appropriate safety wear to be worn as identified in the contractor's risk assessments.

Nuisance:

The contractor shall take all necessary precautions to prevent nuisance from smoke, dust, rubbish and other causes, likely to cause nuisance to the general public.

Site security and safety:

The contractor shall comply in all respects with the requirements and intent of the Health & Safety at Work Act, 1974, and the Construction (Health, Safety & welfare) Regulations 1996 and associated and current legislation and good practice as well as local rules as they affect the Works.

The contractor shall make available a copy of his Health & Safety policy.

Welfare Facilities:

The contractor should allow for Welfare, however there are public toilets and water available at the local Information Centre, within close walking distance.



Use of the Site:

The contractor shall not use the site for any purpose other than the carrying out of the Works.

Lighting & Power:

The contractor shall make his own arrangements for light and power as may be required.

Health & Safety:

The CA (Contract Administrator – Sports and Play Consulting or the Facilities Manager for the Council) reserves the absolute right to suspend works at the site if any continuing breaches of Health and Safety legislation occur. Such closure will be at no cost to the Employer and no extension of time will be entertained. This will include breaches noted by the CA or advised to the CA by the Employer.

Small Plant & Tools:

The contractor shall provide, as necessary, all tools and plant necessary for the proper execution of the works.

Construction Requirements:

The contractor shall determine his own method of working, however, must comply to the 2015 CDM regulations.

During the execution of the works, any trafficking is to be kept to a minimum and every effort must be made to ensure that as little damage as possible is done to the surrounding grounds and areas.

Risk assessment and Construction Phase Plan:

The contractor is to undertake a risk assessment of the proposed works and to provide a copy of that to the Employer for agreement purposes before any works are commenced on site. Additionally, a “Construction Phase Plan” need to be completed before work commences.



7. Specification

7.1 General clauses:

7.1.1 All works to be carried out strictly in accordance with CDM Regulations and all applicable Health & Safety requirements.

7.1.2 All works to be carried out strictly in accordance with the agreed and accepted specification.

7.1.3 Where the main contractor wishes to sub contract any part of the works, all requirements in the contract and insurances must cover the third parties employed by the Principal Contractor.

7.1.4 All materials, labour and workmanship used in accordance with the execution of the works, shall comply in all respects with this specification. They shall also comply with the latest British and or European Standards specification, where applicable.

7.1.5 The contractor shall take all reasonable measure to prevent any dirt or foreign matter being deposited upon or falling upon any public or private highway or access. Where any such material is on any such highway or access, the contractor shall forthwith, remove the offending material at their own expense, and clean the surface of the highway or access, to the satisfaction of the Employer and/or police.

7.1.6 The contractor will be held responsible for all claims in respect of any damage caused to adjoining roads during the execution of the work. The contractor shall at all times, where use can be expected, keep carriageways and footpaths usable, and clear of materials plant etc. All paths adjacent to the site are to be cleared as soon as possible when they have been affected by debris.

7.1.7 The contractor will be held responsible for all claims in respect of any damage caused to adjoining pathways (either metalled or not), hedges, flower beds and other planted areas during the execution of the work. All shall be re-instated on completion to a standard at least equivalent to that at the work commencement.



7.1.8 The contractor shall make his own enquiries and complete his own surveys and examinations to determine the routes and depths of all services installations that may cross or be proximate to the site including (but not exclusively), surface water and land drains, foul drains, water services, electrical, gas and communications services (including but not exclusively, telephones, data and cable television).

7.1.9 The contractor shall liaise with the local Highways authority and agree beforehand any restrictions that may apply for the delivery of plant and/or materials to site.

7.1.10 During the progress of the works the contractor shall:

- Indemnify the Employer against any claim arising in consequence of the operations and;
- Be solely responsible for securing the site and plant against unauthorised access.

7.1.11 The contractor shall not make use of public highways, thoroughfares or footpaths for depositing or storing plant, materials, equipment etc. unless specifically authorised by the Employer and in agreement with the local Highway Authority.

7.1.12 The contractor shall clear and cart away all debris, plastic, dirt, rubbish or superfluous materials as work proceeds. The whole of the site and land adjoining shall be left in a clean and orderly condition upon completion. All waste shall be disposed of at an approved and certified disposal site.

7.1.13 The whole of the work shall be completed to the entire satisfaction of the Employer and the defects correction period shall be one year from completion.

7.1.14 The contractor must arrange for the safe storage of materials on site, and where appropriate, provide lockable, secure, temporary storage accommodation throughout the duration of the contract.



7.1.15 The contractor to fence or cordon off the areas of works after completion to restrict unauthorised access over those areas and to ensure that the adequacy of any fencing or cordoning is maintained until such time as the surfacing is suitable to be used normally.

7.1.16 The contractor shall be responsible for repairing any ground, surface, building or structure where the contractors' plant or machinery has caused damage to the same.

8. Scoring of Tender

8.1 Scoring Table

<i>Criteria</i>	<i>Information</i>	<i>Percentage</i>
Play Assessment:	Referring to Appendix 1, scoring will be made according to the play values that the design provides. This is to be provided by the supplier, however the council and consultant will examine the responses and verify the scoring.	20%
Play Design:	Using the relevant section in Appendix 1, detail the rationale and design approach to the project. Additionally, the council and consultant will score on the layout in terms of flow, practicality and how it may encourage children to use and challenge themselves.	20%
Materials:	With reference to the details in Appendix 1 under "Materials" this will be used as a guide to score on the materials used. This will be both aesthetically and longevity based on the scoring provided as a percentage of the material used throughout the park.	20%



Presentation and Information:	Suppliers are encouraged to provide a 3D visual (DO NOT include any adults or children in visuals), and a CAD of the areas. Any supporting information specifically to answer any requirements set out in the tender, or that is relevant to the scoring or experience of the contractor including references for similar projects in the last 3 years.	20%
Discretionary:	This is to allow additional consideration and scoring for aspects such as total cost, value-added inclusions, Warrantees, or information within a tender not requested, however is a clear benefit to the council and community. This element will be subjective and dependant on the view of the council and consultant. If the supplier quotation comes in less than other submissions including the addendums, then the total cost will be considered as part of this section of scoring. A preferred supplier, however, will not be based on the lowest cost alone.	20%

8.2 Scoring Matrix (per 10%)

8-10	Superior	Exceptional demonstration of the relevant ability, understanding, experience, skills, resources & quality measures required to meet the projects aims or requirement. Response highly relevant with comparable contract value.
------	----------	--



6-8	Good	A comprehensive response submitted in terms of detail and relevance and clearly meets most of the project aims or requirement with no negative indications or inconsistencies.
4-6	Adequate	Reasonable achievement of the requirements specified in the tender offer & presentation for that criterion. Some errors, risks, weaknesses or omissions, which can be corrected/overcome with minimum effort.
2-4	Below Expectations	Minimal achievement of the requirements specified in the tender offer & presentation for that criterion. Several errors, risks, weaknesses or omissions, which are possible, but difficult to correct/overcome and make acceptable.
0-2	Poor to deficient	Limited response provided, or a response that is inadequate, substantially irrelevant, inaccurate or misleading

9. Site Meeting and Questions by suppliers

There will be site meeting to give all suppliers the opportunity to meet with the consultant in 30-minute individual slots, and clarify any questions.

However, this is not mandatory, and suppliers are welcome to visit the site at their own convenience without penalty.

Any questions raised during the process will be circulated to all suppliers who have expressed an interest in providing a response by the due date.

Outside of the site meeting, questions need to be sent via email to the consultant.

10. Consultant for Project

Bude-Stratton Town Council has appointed a consultant for both the tender process and project management of the new playground. All contact (other



**Bude-Stratton
Town Council**

than the delivery of the tender responses as per below) should be with Sports and Play Consulting Limited.

Sports and Play Consulting Limited.

Michael Carter

07421 463099

Michael@sportsandplayconsulting.co.uk

11. Format and Response

The tender response should be in a hard copy to as per below, with design visuals being in A1 size or as close to this as possible. Quotations and supplementing information can be in A4 and if possible, a copy on a USB, delivered using the details below. An email copy should be sent to the consultant, Sports and Play Consulting by the due date.

Hard copies as follows to (including a copy of Appendix 1 and Appendix 2):

Bude-Stratton Town Council
The Parkhouse Centre
Ergue-Gaberic Way
Bude
EX23 8LD

Attention: Clerk to the Council

*Please note - Tenders are to be returned in a plain envelope marked only with:-

'Tender – Bencoolen Playground and Ancillary Works' and sent to arrive

no later than 13:30 Friday 14th June 2019.

Please note the council office hours are as follows, in consideration of any deliveries and confirmation of delivery (signature).

Monday to Friday 9.00am to 12.30pm
and 1.15pm to 3.30pm