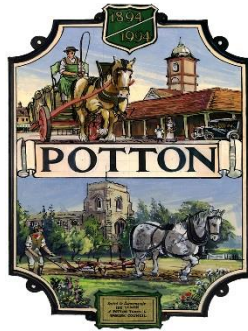


2016/17

The Community Centre
Brook End
Potton Nr Sandy
Bedfordshire
SG19 2QS
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Tel: 01767 260086



Potton Town Council

TENDER FOR THE REMOVAL AND SUPPLY OF NEW SKATE PARK

Existing in Henry Smith Playing Field,
Brook End,
Potton,
Bedfordshire
SG19 2QS

1. NOTICES TO TENDERERS

Potton Town Council (“the Council”) wishes to invite tenders for a new skate park in the Henry Smith Playing Field Brook End Potton SG19 2QS.

The tenderer shall not transfer, assign or distribute this tender document to any other company or person without the written permission from the Town Clerk. A failure to gain the required authority will in such circumstances prevent consideration of the tendered offer.

1.1. Tender Management

1.1.1. The objective of this tender is to place a contract with an organisation who will supply the goods or services as detailed in the specification of this tender document.

1.1.2. The progress of the contract will be subject to reviews, periods to be agreed, to confirm that the Council’s requirements under the contract as detailed in the specification continue to being fully met.

1.1.3. The prices quoted shall remain valid for acceptance for a minimum of 120 days from the tender return date. Tenderers are to include a statement to this effect in section 4 – Form of Tender.

1.1.4. Persons proposing to submit tenders are advised to ensure that they are familiar with the nature and extent of the obligations to be accepted by them should their tender prove successful.

1.1.5. Tenderers shall ensure that the tender response is compliant with all statutory and other provisions to be observed and performed in connection with any subsequent award of contract.

1.1.6. Tenderers should note that all the requirements detailed in the tender document supersede all detail, documents and discussions prior to the issue of this tender.

1.1.7. The tenderer must complete all sections of the tender document for submission at the time of tendering for the tender to receive full consideration. No documents or variances supplied after the tender return date shall be considered unless expressly requested by the Council. The tenderer should note that all documents, other than the tender document itself that they wish to have considered should be listed on Schedule C.

1.1.8. Tenderers should note that the Council does not bind itself to accept the lowest or any tender, and reserves the right to accept or reject a tender either in whole or in part or to annul the tender and not award any contract. The council will not be responsible for any costs incurred by the tenderer.

1.2. How to complete this Form of Tender

1.2.1. Please complete all sections of the Form of Tender document in full and submit two copies.

Your tender should comprise the following documents:

Section 4 - Form of Tender – Offer Letter – complete and sign;

Section 5 - Certification of Bona Fide Tendering – complete and sign;

Section 6 - Schedule A – Pricing - complete Schedule A by inserting the prices, rates and discounts you propose to offer. Please do NOT add VAT to any of your quoted prices;

Section 7 - Schedule B – Company Questionnaire - Information about your organisation, standards, operating procedures and insurance.

Section 8 - Schedule C – Other Information you feel may support your tender. Any separate documents should be listed. Completion of this Schedule is optional;

Section 9 - Schedule D - Variations to Terms and Conditions - state here any variations to the Conditions of Contract that you may wish to discuss before tender award and acceptance. However, tenderers should note that the Council reserves the right to reject any tender that does not comply with the Council’s Conditions of Contract.

1.3. Tender Return

1.3.1 Please return your tender to: The Town Clerk, The Community Centre Brook End Potton Nr Sandy Bedfordshire SG19 2QS. Tenders must be received by no later than 12.30pm on Tuesday 31st January, 2017. Tender shall be submitted in writing and shall be identified clearly on the outer envelope "Tender for Evaluation" Potton Town Council. Electronic presentation is not acceptable in the 1st instance.

1.3.2. Tenders received after this closing deadline may not be considered and will be returned to the tenderer. The Council will not consider individual requests for extension of the closing date and time specified. The Council may, at its own absolute discretion, extend generally the closing date and time specified.

1.3.3. Tenders that do not include the following items will be deemed unresponsive and disqualified

- Identity of Applicant
- Previous 2 years returns of the company,
- Method of Statement
- Details of Insurance
- Other information thought to be of relevance to the tender
- All tenders must include evidence of;
 - 3 years of continuous operation under current corporate or entity name
 - 3 references, including name and contact information, based on contracts held by bidding corporation or entity using Poured in Place construction methods similar to those required under this bid
 - Declaration of any claims against bidder, (or subsidiary or co-owned entity), for warranty, negligence or failure to complete any project within the last 10 years.
- All tenders shall include detailed timeline, including start and completion dates
- All tenders shall include written plan for typical hydration and sawcut methods and schedule. (Expected special conditions such as summer or winter weather should be taken into consideration.)
- Supplier warranty detail, which must include the following;
 - Supplier shall warrant that the product shall be free from hydration cracking for the entire duration of the construction project
 - Cracks in excess of 1/4-inch shall be warranted
 - All steel edging shall be warranted against becoming loose
 - All concrete surfaces shall warranted against surface spalling or scaling
 - All concrete surfaces shall be warranted against spalling or scaling
 - Concrete under or adjacent to steel edging or coping shall be free from voids, chipping, and/or failure

1.4. Variations and Waivers

1.4.1. No servant or agent of the Council has the authority to vary or waive any part of the tender documents other than the Town Clerk who shall only do so in writing.

1.5. Tender Clarification

1.5.1. The Council may enter into limited post tender clarification following receipt of the tender responses.

1.6. Tender Evaluation

1.6.1. As part of the tender evaluation process the Council will shortlist, from the offers received, those organisations whose tenders most closely meet the tender selection criteria. Short listed tenderers may be invited to give a presentation to a panel and detailed arrangements for any presentations will be issued nearer the time.

1.7. Freedom of information

1.7.1. Under the Freedom of Information Act 2000, members of the public or any interested party may make a request for information to the Council. Information contained in your tender documents will be treated as commercially sensitive and not subject to disclosure until a successful tenderer has been appointed.

1.7.2. After this period the Council may disclose some or all of that information, unless it still considers that it is covered by one of the exemptions in the Act. Information in your tender and/or contract may be disclosed upon request to members of the public or interested parties.

1.7.3. If your tender documents or any information contained in the contract is commercially sensitive or is a trade secret, the onus is on the tenderer to ensure that this information has been clearly identified to the Council. Any tender document and/or contract **MUST** have this commercially sensitive information and/or trade secret clearly marked and identified as such.

2. STANDARD CONDITIONS OF CONTRACT

2.1. Interpretation

In this Contract unless the context otherwise requires:

2.1.1. 'the Clerk' means the Clerk to Potton Town Council or such other person as the Council shall from time to time notify to the Supplier in writing;

2.1.2. 'Conditions' means the terms and conditions of purchase set out in this document;

2.1.3. 'Contract' means the Official Order, any tender documentation, these Conditions and any Special Conditions of Contract attached to or mentioned in the Official Order;

2.1.4. 'Council' means Potton Town Council;

2.1.5. 'Goods' means any goods, articles, materials or things which are the subject of the Contract;

2.1.6. 'Goods/Services' means the Goods and or Services which are the subject of the Contract, as the context requires;

2.1.7. 'Official Order' means the Council's order;

2.1.8. 'Parties' means the Council and the Supplier;

2.1.9. 'Price' has the meaning given at Clause 6;

2.1.10. 'Services' mean any services or work which are the subject of the Contract;

2.1.11. 'Special Conditions' means the special terms and conditions of purchase attached to or mentioned in the Official Order;

2.1.12. 'Supplier' means the person, firm or company to whom the Official Order is addressed.

2.1.13. The headings in this Contract are included for convenience only and shall not affect the construction or interpretation of this Contract. Where any Special Conditions are inconsistent with these Conditions the Special Conditions will have precedence.

2.2. The Contract

2.2.1. The Supplier agrees to supply the Goods/Services specified in the Contract at the time or times and in the quantities and manner specified in the Contract. The Council agrees to pay the price for the Goods/Services in the manner and time set out in the Contract.

2.3. Delivery/Completion

2.3.1. The Goods will be properly packed, secured and sent at the supplier's expense and will be delivered in good condition at the time or times and to the place or places set out in the Contract.

2.3.2. The Services will be supplied and completed in accordance with the requirements and time-scales set out in the Contract.

2.4. Late Delivery

2.4.1. If the Supplier is unable to deliver the Goods or supply the Services (or any part of them) when required by the Contract (or where no time is specified, within a reasonable time), the Supplier will immediately inform the Town Clerk. If the Goods are not delivered or the Services are not supplied (or any part of them) by the time or times set out in the Contract (or where no such time is specified, within a reasonable time; the Council may cancel the Contract immediately by giving the Supplier notice in writing;

2.4.2. In the event that the Council receives notification under Clause 2.4.1 above or gives notice to cancel under Clause 2.4.1 above then the Council may arrange to have the Goods/Services supplied by a reasonable alternative supplier. The Supplier shall be liable for any loss, damage or expense incurred by the Council (whether direct or indirect) as a result of any failure to deliver or supply in accordance with the Contract. This Clause will not affect any other rights that the Council may have under this Contract or otherwise.

2.5. Quality

2.5.1. The Goods/Services will:

- a) comply with the Conditions and any Special Conditions of the Contract;
- b) be fit for the purpose or purposes made known to the Supplier expressly or by implication and in this respect the Council relies on the skill and judgement of the Supplier;
- c) comply with any current legislation and any standard required by any applicable European and British standards specification or code of practice current at the date of the Contract.

2.6. Price

2.6.1. The Price of the Goods/Services supplied under the Contract will be the price given in the Contract. The Price so entered will be binding on both parties during the continuance of the Contract.

2.7. Method of Ordering and Payment for Goods / Services

2.7.1. The Council will make payment direct to the Supplier or his/her lawful attorney or a legal equitable assignee of the Contract but not to any agent of the Supplier, nor to a sub-Supplier. Payment may, where the Council deems it appropriate, be made by Cheque only.

2.8. Invoice

2.8.1. The Supplier will send an invoice to Potton Town Council once the skate park has been built and signed off, in accordance with the Contract.

2.8.2. The Council will not make payment unless an invoice in the form required under Clause 2.8.1 above is received. All invoices issued shall show VAT and other taxes separately. The Council will pay any undisputed invoice issued under this Clause within 30 days of receipt.

2.8.3 A retention equal to 5% of the total contract period shall be withheld for a period of 6 calendar months from the final handover date. The amount shall become due for payment on the 6 month anniversary of the handover date subject to there being no outstanding defects or issues with the completed contract.

2.9. Ownership and Risk

2.9.1. Ownership of Goods/Services will pass to the Council when they have been delivered or supplied in accordance with the Contract and the Supplier will bear all the risks of loss or damage to the Goods/Services until they have been delivered and will insure accordingly.

2.10. Royalties and Patent Rights

2.10.1. The Supplier will pay all royalties on patented articles, all Value Added Tax, import duty and other taxes. All payments and royalties payable in one sum or by instalments or otherwise are deemed to have been included by the Supplier in the prices named in his/her tender or quotation, and will be paid by him/her to those to whom they may be due or payable. The Supplier warrants that neither the Goods/Services nor use of them will infringe any patent registered design trademark or copyright or other protected right and will fully indemnify the Council against any action, claim or demand costs or expenses arising from or incurred by reason of any infringement or alleged infringement of any such right;

2.10.2. In the event of any claim being made or action brought against the Council in respect of any of these matters, the Council agrees to notify the Supplier immediately and the Supplier will be liable for and indemnify the Council against the costs of the conduct of all negotiations for the settlement of the same, or any litigation that may arise there from.

2.11. Use of Information

2.11.1. The Supplier will keep all matters concerning the Contract confidential. Any drawings, specifications, diagrams, computer programmes, tools, materials or any other equipment or information acquired from the Council will only be used for the purpose for which they are supplied and will not be divulged, copied or transmitted to third parties by the Supplier without the prior written consent of the Town Clerk. Such items remain the property of the Council and will be returned in good condition (fair wear and tear excepted) on completion of the Contract.

2.12. Ownership of Results

2.12.1. If the Contract involves design and/or development work and/or results in the creation and/or maintenance of a database:

(a) All rights in the results of work arising out of or deriving from the Contract, including inventions, designs, databases, copyright and knowledge will be the property of the Council and the Council will have the sole right to determine whether any letters patent, registered design, trademark or other protection will be sought.

(b) The Supplier will promptly inform the Council of all such results and will if requested and at the Council's expense do all acts and things necessary to enable the Council to obtain letters patent, registered designs and other protection for such results in all territories and to assign the same to the Council.

(c) The Supplier will ensure that all technical information (including computer programs and programming information) arising out of or deriving from the Contract is held in strict confidence except for any such information which becomes public knowledge other than by breach of this Contract.

2.13. Rejection and Replacement

2.13.1. The Council may by notice in writing to the Supplier reject the Goods if in the opinion of the Town Clerk, the Goods delivered or Services supplied are not in accordance with the specification in the Contract or are in any way faulty or substandard. The Council will give the Supplier a reasonable opportunity to replace the Goods/Services with Goods/Services which do comply with the Contract and if Goods/Services which are in accordance with Contract are not supplied in that time, the Council will be entitled to cancel the Contract (by giving notice in writing) and to buy the nearest equivalent Goods/Services elsewhere. This right of rejection and cancellation does not affect any other rights that the Council may have under the Contract or general law.

2.13.2. Should any faults develop within a period of warranty from the date of delivery of Goods or completion of supply of Services which are in the opinion of the Authorised Officer directly attributable to inferior workmanship or faulty materials the Supplier shall at his/her own expense be required to make good or replace immediately the defective parts or work to the satisfaction of the Town Clerk.

2.14. Removal of Rejected Goods

2.14.1. Any Goods which are rejected under Condition 2.13 will be removed by and at the expense of the Supplier immediately after receipt of notice of such rejection and if not removed within ten working days after despatch of such notice the Town Clerk may cause the Goods to be removed, sold, or otherwise disposed of and charge the Supplier with all expenses incurred in such removal, sale or disposal and the Council shall not be liable for any damage or loss thereby sustained by the Supplier and such expenses shall be recoverable by the Council from the Supplier.

2.15. Indemnity and Insurance

2.15.1. The Supplier undertakes to indemnify the Council from and against any and all actions, costs (including professional costs), claims, demands, liabilities, losses and expenses (whether direct or indirect, present or future, actual or contingent) incurred by or arising against the Council in connection with any of the following:

(a) any failure of the Goods/Services to comply with the Conditions and any Special Conditions set out in the Contract;

(b) any actual or alleged non-compliance of the Goods/Services with any law, regulation, code of practice or regulatory requirement (whether of the United Kingdom or elsewhere) which is applicable to the Goods/Services;

(c) any personal injury to or death of any person or any damage to any property (other than as a result of any default or neglect of the Council or of any person for whom it is responsible) which arises out of the negligent or imperfect or improper performance of the Contract by the Supplier or his/her workmen, servants or agents, or any actual or alleged defect in the Goods/Services supplied;

(d) any claim against the Council by any third party as a result of any breach by the Supplier of the Contract or any obligations implied on the Supplier's part by the Sales of Goods Act 1979, the Supply of Goods and Services Act 1982 or any other statute or statutory provision relevant to the Contract or the Goods/Services supplied under it.

2.15.2. Before entering into the Contract, the Supplier will take out insurance (with a reputable insurer) and during the continuance of the Contract and for twelve months after it will maintain such insurance against all the liabilities, payments, proceedings, costs, charges, damages, expenses, claims, and demands referred to in the Contract (including public liability insurance at least £5 million (five million pounds sterling) per claim in relation to a Contract for Services involving works and £2 million (two million pounds sterling) per claim for other Contracts) and will when required produce to

the Town Clerk the policy, or policies of such insurance together with the receipt for the payment of the last premium in respect thereof.

2.16. Assignment or Sub-letting

2.16.1. The Supplier will not transfer or assign directly or indirectly to any person or persons whatever, the whole or any portion of the Contract without the written permission of the Council. Sub-letting other than that which may be customary in the trade concerned shall be prohibited unless the written consent of the Council is first obtained. The Supplier will be responsible for the observance of all the provisions of the Contract by all sub-Suppliers and by manufacturers and suppliers of Goods used in the execution of the Contract.

2.17. Improper Inducement or Reward

2.17.1. The Council may cancel the Contract, and recover any resulting loss from the Supplier, if the Supplier or his, her or its employees or agents (with or without his, her or its knowledge), has:

(a) offered, given or agreed to give any person any gift or consideration of any kind:

(i) as an inducement or reward for doing or not doing anything in relation to the obtaining or carrying out of the Contract or any other Contract with the Council; or

(ii) for showing or not showing favour or disfavour to any person in relation to the Contract, or any other contract with the Council;

(b) committed any offence under the Prevention of Corruption Acts 1889 to 1916, or given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

2.18. Termination of the Contract

2.18.1. The Council may (without prejudice to any other rights or remedies under the Contract including other rights to terminate the Contract) terminate the Contract immediately (by giving written notice) if the Supplier:

(a) breaches or fails to observe any provision of this Contract, where the Council has given written notice of the breach or non-observance to the Supplier allowing 14 days from receipt of the notice to rectify the breach or non-observance and the breach or non-observance is not rectified (either fully or at all) in that time;

(b) becomes insolvent or bankrupt or if an order is made or a resolution is passed for its winding up or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Supplier's assets or business or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt;

(c) causes or commits a breach of Clause 2.17;

(d) the Supplier has committed a fundamental breach of the Contract which in the Council's reasonable opinion justifies immediate termination of the Contract.

2.18.2. Any termination under either Clause 2.18.1 or any other Clause of the Contract, will be without prejudice to the rights of the Council in respect of any prior breach by the Supplier of the Contract.

2.19. Matters Beyond a Party's Control

2.19.1. If either Party is prevented from fulfilling its obligations under the Contract by reason of any supervening event beyond its control including (but not limited to) war, national emergency, flood, earthquake, strike or lockout (other than a strike or lockout induced by the Party so affected) the Party

unable to fulfil its obligations shall immediately give notice of this to the Other Party and shall do everything in its power to resume performance.

2.19.2. Neither Party shall be deemed to be in breach of its obligations under the Contract in the circumstances set out in Clause 2.19.1, subject to the terms set out in that Clause. If and when the period of such incapacity exceeds 28 days, then the Contract shall automatically terminate unless the Parties first agree otherwise in writing.

2.20. Time of Essence

2.20.1. In these conditions or any addition thereto or variation thereof made in accordance herewith in all cases where a period of time is referred to time shall be deemed to be of the essence.

2.21. Service of Notices

2.21.1. Any notice to the Supplier shall be deemed to be sufficiently served if given or left in writing at his/her usual or last place of abode or business and proof of postage of any notice of the Supplier at his/her usual or last place of abode or business shall be sufficient evidence of its receipt by him/her.

2.22. Third Parties

2.22.1. This Contract shall not confer on any third party the right to enforce any term of the Contract.

2.23. Dispute Resolution

2.23.1. The parties shall attempt to resolve all disputes under this contract. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings. Before starting legal proceedings, the aggrieved party will give the other party written notice describing the claim and amount as to which it intends to action and the prior effort it has made under this clause to resolve the dispute.

2.24. Compliance with Legislation

2.24.1. The Supplier shall comply with all legislation and/or international agreements for the time being in force in the European Union and England, which is relevant to the Goods or Services supplied. In particular the Supplier shall have full regard to the requirements of:

- The Health and Safety at Work etc Act 1974
- Classification, Packaging and Labelling of Dangerous Substances Regulations 1984
- The Consumer Safety Act 1978
- Equality Act 2010
- Data Protection Act 1998
- any regulation or order made under it and any statutory amendment to it and any legal requirements of the European Union and international agreements applicable to the Goods and/or Services.

2.25. Jurisdiction

2.25.1. The Contract shall be interpreted in accordance with English Law and be subject to the exclusive jurisdiction of the English Courts.

2.26. Freedom of Information

2.26.1. The Supplier acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the Council (at the Supplier's expense) to enable the Council to comply with these Information disclosure requirements.

2.27. Waiver

2.27.1. The failure of the Council to insist upon strict performance of any provision of the Contract or the failure of the Council to exercise any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract.

2.27.2. A waiver of any right or remedy arising from a breach of Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

2.28. Scope of Contract

2.28.1. Nothing in the Contract shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Council and the Supplier.

3. SPECIFICATION

3.1. The Skate Park

- The Skate Park is situated within the Henry Smith Playing Fields in Brook End, Potton
- The new Skate Park is to be placed over the existing area which is fenced and gated.
- The existing area is approximately 750 square metres (18.5 x 40.25) with the skate park covering 475 square metres (14.5 x 32.75) of this area.
- Measurements are approximate, it is the Bidders responsibility to undertake a site survey if they require prior to bid submission at their own cost.
- The replacement skate park should be handed over to the Council by beginning of July 2017
- The council budget cost of the scheme is £95k.
- The Park is open to the public during daylight hours and tenders are welcome to visit at their leisure. If an accompanied site visit is required, please make an appointment with the Clerk via email, phone or letter. The Clerks details including the address are on the front of the tender document.

3.2. Scope of Work

- The supplier will furnish all labour, design services, engineering, construction management, administration, materials, equipment, services, transportation, insurance and daily expenses to meet the requirements of this scope of work and specifications. Prices shall be inclusive of all costs excluding VAT.
- Supplier is responsible for removing and disposal of existing equipment.
- The Supplier is responsible for removal and re-instatement of perimeter fencing as required to undertake construction
- Supplier is required to provide a projected design of poured in place skate park elements with the submitted proposal.
- All equipment is built and installed to BS EN 14974
- A post installation RoSPA inspection from a suitably qualified body to ensure safety standards are must be provided at completion at the Suppliers expense.
- Upon notice of award to the successful Supplier, Supplier shall revise/finalise plan with staff and user input. Please plan on a minimum of one public meeting with users to gather input.
- The park will be open to the public during the renovation of the skate park area. The Supplier is responsible for maintaining perimeter safety fencing around work area while project is under construction. A safe working area shall be maintained by the Supplier.
- Supplier is responsible for removing and the legal disposal of all construction debris from site at the Supplier's cost.
- Steel prefabricated equipment or precast concrete equipment proposals will not be accepted.

3.3. The Skate Park design

The design, layout and equipment included will be a matter for the tender to suggest in their proposed designs. The proposed design should be multi-disciplined containing separate but progressively challenging elements and be available for use by all ages and abilities.

There is a requirement to light the skate park at a future date for use in the evening which shall be included within your offer, but identifiable as a specific cost. If the decision not to include this item is made, then as a minimum a series of 75mm minimum size ducts shall be included for within your offer. These ducts together with 8 duct chambers installed at corners and mid points shall be suitable for potential future installation of a system of floodlighting. Any light source should be limited to solar power, wind power or another form of renewable power source.

3.4. Key Design Requirements

- The submitted design must be within the existing footprint.
- Soft landscaping must be included to improve the aesthetics as stipulated in the site work specification.
- All elements of the submitted design are subject to planning approval
- The design must cater for BMX, scooter, skateboard and inline skate users. The design must also cater for under 10 scooter users, either integrated into the main skate area or placed within its own designated area (but still within the main footprint).
- Skate park cement must be coloured (applied as part of the concrete mix) and must be natural colours for example buff.
- Skate park design incorporating features constructed below ground will be permitted but must take into account any buried services or features.
- The maximum height above the existing ground level for any feature included in the skate park design is 2.5 metres.
- Coping and steel edging must be cleaned, primed and painted correctly
- At no point shall standard 'flat' concrete be less than 5" thick
- At no point shall ramp or bank concrete be less than 6" thick
- At no point shall reinforcing steel be smaller than 3/8" rebar. Welded wire mesh may be used WITH—but not in place of—rebar
- At no point shall reinforcing steel be spaced more than 12" on center except in flat pours where 18" is acceptable
- No concrete shall have a comprehensive strength less than 4000 psi unless otherwise noted on plan or allowed by Town
- All concrete should be poured in place and obtained from a plant not further than 30 miles from construction site
- Concrete must be placed completely within 120 minutes of leaving batch plant
- No concrete shall have an aggregate smaller than 3/8"
- No concrete shall be poured at a slump greater than 5"
- All vertical faces shall be vibrated smooth with no voids or projections
- Steel coping shall be anchored by welded steel anchors. Rebar is NOT considered a steel anchor. All anchors shall be at minimum cold rolled black steel rod or bolts
- Steel coping anchors shall never be placed within 2" of surface of concrete to avoid cracking and rust broadcast
- ALL concrete shall have a 1/8" radius tooled edge in any instance where it comes in contact with steel edging
- Vertical 1/4" steel plate is excepted from above requirement

3.5. Site Works Specification

3.5.1 Excavation

- Where excavated materials are intended for reuse in the Works, but not immediately required, they shall be stored in temporary stockpiles in locations approved by the Council and in accordance with any requirements of the authority granting the planning permission.
- No temporary or permanent stockpiling shall be allowed adjacent to existing trees or underground services.
- No temporary stockpiling shall be above 2.0m in height.
- The Supplier shall excavate and place 'selected for reuse' and 'non-selected' materials separately.
- The Supplier shall have all excavated material categorised as either 'acceptable' or 'unacceptable' prior to disposal, or certificates of disposal shall be presented to the Council for Approval.

3.5.2 Topsoil for re-use

- No topsoil shall be imported onto the Site, topsoil excavated as part of the Works shall be re-used unless instructed by the Council.

3.5.3 Trees

- Supplier shall ensure that no trees or hedgerows are damaged or removed without the express permission of the Council. Any trees or hedgerows that are removed without the express permission of the Council will need to be replaced with similar at the Supplier's cost.
- The Supplier will ensure that there will be no excavation near or with the tree root system. However any excavation required near the tree root system must be with the Council's consent. The Supplier must erect a root protection fence which the Supplier will not cross with heavy plant or machinery.
- Where the Supplier has the consent from the Council to cross over an area containing tree roots then a trackway system must be laid over the area to provide adequate protection from vehicular loadings.
- The Supplier shall observe the recommendations set out in the British Standards at all times (BS5837, Trees in relation to design, demolition and construction).

3.5.4 Filling above ground

- The Supplier shall employ only construction equipment and working methods, which are suited to the materials to be handled. He shall be responsible for maintaining the nature of materials during the construction works.
- The Supplier shall ensure that he does not adversely affect the stability of excavations or fill by his methods of stockpiling materials, use of equipment or method of construction.
- No topsoil or fill materials shall be removed from the Site without the permission of the Council. Should the Supplier be permitted to remove acceptable material from the Site to suit his operational procedure, then he shall make good any consequent deficit of material arising therefrom.
- If for any reason the surface of earth fill material becomes smooth or dry, such that, in the opinion of the Council, it cannot be properly bonded with the succeeding layer, then the Supplier shall water the surface and, if necessary scarify, before recommencing filling operations.

3.5.5 Grass mounds

- The creation of grass mounds must allow a suitable time of at least 6 weeks for establishment and involve a bi-weekly watering and be Heras fenced-off from intrusion. Site security must be provided if requested by the Council to guarantee sufficient sward knit. The minimum depth of soil for any grass mounds shall be 300mm.

3.5.6 Gates

- Any gates installed within fencing perimeters must be reliable, virtually maintenance free and vandal resistant, for example Easygate.

3.5.7 Surfacing

- Any grass matting surfacing must be fire retardant rubber, for example Playsmart.
- Any rubber bound mulch must show a proven retention of colour, for example Junglemix.

3.5.8 Concrete finish requirements

- Concrete finish and smoothness is of the utmost importance. Before construction begins winning bidder shall furnish on-site samples of the following at bidder's expense. Samples must be of the mix type declared in Bid/ Proposal and will be retained by Town for comparison to finished product. Samples may also be tested for comprehensive strength at Towns expense.
- Along with samples of steels edging and coping details including any radius edging adjacent to steel edging.

3.5.9 Sustainability of materials

- All timber and wood-derived products for supply or use in the performance of this contract must be independently verifiable as from a legal and sustainable source. The Council will require evidence throughout the Contract about the source of the timber or timber products used.

3.5.10 Hard and soft landscaping

- The Supplier will provide a soft landscape scheme for the skate park for approval prior to commencement of the scheme. Details will include finished levels or contours; hard surfacing materials; other equipment such as bins, seats, signs; lighting, proposed and existing functional services above and below ground and planting (soft) details. Soft Landscape details shall include planting plans; written specifications (including cultivation and other operations associated with plant and grass establishment); schedules of plants, noting species, plant sizes and proposed numbers/densities where appropriate and an implementation programme. The soft and hard landscape will also be the subject of a at least 12 month defects period. During this period the Supplier will maintain the planting and replace any planting that has failed at the end of the period at their own expense. All landscape works will be in accordance with relevant British Standards and the National Plant Specification.

3.6. Specifications and standards

3.6.1 Basic Jobsite Standards and Requirements

- Each employee will be identified by a company uniform (i.e. shirt, pants and cap) and Supplier vehicles will be clean and identifiable.
- Safety of residents and visitors is of the utmost importance. It will be the Supplier's responsibility to secure areas where the work is taking place.
- Supplier shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.
- Supplier is responsible for repairing any damage to facilities, grounds or landscape that occurred as a result of the work.
- All construction shall be performed by the approved Supplier or pre-approved sub-Supplier only. A list of all sub-Suppliers proposed under this bid shall be submitted with the bid and shall meet all experience criteria. If no sub-Suppliers are outlined in the proposal, no substitutions of sub-Suppliers will be permitted.
- The ground (grass area) must be protected from damaged caused by vehicle tyre tracks. Repairs to any damaged grass area must be carried out immediately. The area must be fully reinstated at the end of the project.
- Supplier shall provide names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work
- Supplier is expected to be in daily contact (email, phone, and fax) and weekly meetings with appointed project manager for the Town. Additional meetings may be required between Suppliers selected regarding project related issues.
- Equipment must be well maintained and in good condition.
- Site should be secured with fencing
- Site must manage water retention

- Site must remain clean, orderly and free of trash or debris at all times
- Blowing debris must be contained at all times
- Supplier shall have a rubbish skip or containment system on site at all times
- Building debris must be cleaned and removed from site daily
- All rubbish including food containers may not be visible at any time

4. FORM OF TENDER

To: The Town Clerk, Pottton Town Council, The Community Centre, Brook End, Pottton Nr Sandy, Bedfordshire, SG19 2QS.

Date:

Dear Mr Whitehurst

TENDER FOR:

1. I/We* the undersigned DO HEREBY UNDERTAKE on the acceptance by the Council of my/our* tender to supply and/or deliver the goods and/or services on such terms and conditions and in accordance with such specifications as are contained or incorporated in the invitation to tender.

2. Any prices, rates or discounts quoted in this tender are valid for 120 days after the tender return date and we confirm that the terms of the tender will remain binding upon us and may be accepted by you at any time before the expiry of that period.

Signed:

(Print Name)

In the capacity of:
(Position in company)

Duly authorised to sign Tenders for and on behalf of:

.....

.....

(Company Name)

Registered Address:

.....

.....

(it must be clearly shown whether the Tenderer is limited or unlimited liability company, statutory corporation, partnership or single individual, trading under his or her own name or another name and also, if the person signing is not the actual tenderer, the capacity in which he or she signs or is employed)

*Delete as applicable

5. CERTIFICATE OF BONA FIDE TENDERING

I/We declare that:-

(1) this is a bona fide tender, intended to be competitive, and that I/we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

(2) I/We have not done and I/we undertake that I/we will not do at any time before the hour and date specified for the return of this tender any of the following acts:-

(a) communicating to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;

(b) entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;

(c) offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

I/We agree that the terms of the above declaration will form part of any contract with The Council its servants or agents resulting from the acceptance of my/our tender and that any breach of this declaration and undertaking will be deemed to be a breach of that contract entitling The Council its servants or agents to determine the contract forthwith or to take advantage of any provision in that contract entitling The Council its servants or agents to determine my/our employment under that contract.

DATED this.....day of.....2017

Signed For and on behalf of
(name of firm or company)

Print name Status of signatory
(e.g. partner or director)

NOTE - REFUSAL TO GIVE THIS DECLARATION AND UNDERTAKING MEANS THAT YOUR TENDER WILL NOT BE CONSIDERED

6. SCHEDULE 'A' PRICING

This schedule is to be used to bring to the notice of the Council the prices, rates and discounts you propose to offer. Please do NOT add VAT to any of your quoted prices

7. SCHEDULE „B“ COMPANY QUESTIONNAIRE

This schedule is to be used to bring to the notice of the Council any points about your company, how you operate and insurance.

Full Name	
Position	
Telephone	
Email	
Signature	
Date	