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| **INVITATION TO QUOTE FOR  THE DESIGN, SUPPLY AND INSTALLATION OF OUTDOOR GYM EQUIPMENT AND SAFETY SURFACING,**  **THE COMMON, SAFFRON WALDEN, CB10 1JH** |



**DOCUMENT 2 – SPECIFICATION OF REQUIREMENT**

SPECIFICATION GUIDE: SERVICES CONTRACTS (PUBLIC SECTOR)

## OVERVIEW OF PROJECT

* 1. Saffron Walden Town Council invites quotations from suitably qualified and experienced suppliers for the design, supply and installation of Outdoor adult gym equipment and associated safety surfacing for a new facility at **The Common, Saffron Walden, CB10 1JH**
  2. The required services are detailed in this document (Document 2) and in accordance with the instructions (Document 1) and the Council’s Terms and Conditions of Contract (financial regulations), (Document 3)
  3. The successful tenderer will work with the Council’s officers, representatives and local stakeholders to design the layout of equipment.
  4. The maximum budget for the design, supply and installation of equipment and associated safety surfacing is: £30,000.00. For the purposes of costing the tenderer is asked to suggest a range of equipment with associated safety surfacing to a maximum budget of £30,000 inclusive of supply and installation.
  5. The Contract is anticipated to commence on site on by spring 2019 with completion within one month of commencement.

## CURRENT SERVICE

* 1. This specification relates to the design and construction of a new facility for outdoor adult gym equipment located at The Common, Saffron Walden, CB10 1JH.
  2. Site Details - The proposed location for this facility is a grassed area, adjacent to a newly installed children’s play area, with good access from the car park. During adverse weather, the area may become difficult to access and consideration must be given by the contractor for any limitations this may present when installing equipment.

## SERVICE REQUIREMENTS

* 1. **Outline of the scope of the contract -** The contract is for the design and construction of a facility that will be solely for use as an area for outdoor adult gym equipment, the design of which is the responsibility of the contractor, within the parameters set out herein. It should fully comply with appropriate industry standards and specifications, including compliance with European standards EN16630.
  2. The contract is for the supply, installation and commissioning of a range of approved and accredited outdoor adult gym equipment installed in full compliance with the requirements as recognized by the industry including the base around the facilities and any synthetic surfacing which is to be installed, together with all associated kerbing/edge works.
  3. **Quality of Equipment -** Each item of outdoor adult gym equipment to be supplied and installed shall comply with the specification standard recognized by the industry and shall appear on the list of accredited equipment.
  4. **Surfacing** - Surfaces in general circulation areas. All surfaces shall be either porous or laid to falls to drain freely and to be free from joints. Loose particulate surfaces are not to be used anywhere within the outdoor adult gym equipment facility.
  5. **Impact Absorbing Safety Surfacing (IAS)** - the surfacing shall carry an Independent Test Certificate to confirm that when tested in accordance with EN 1177:2008, its Critical Fall Height will meet the requirements of this specification and that the product also meets the requirements of BS 7188: 1998. This Certificate, issued by a scientific body member of the International Association for Sports Surface Sciences (ISSS), must be submitted with the tender to show that the proposed IAS can meet the performance requirements of this Specification.
  6. **Specific requirements for this project -** The completed facility shall be free to access. The completed facility shall be compliant to the requirements set out by the appropriate industry.
  7. **Design responsibilities -** The Contractor shall assume full responsibility for the design and layout of the Outdoor adult gym equipment facility at The Common, Saffron Walden, CB10 1JH including the supply and installation of all Outdoor adult gym equipment, ancillary equipment and surfacing required to bring the area up to complete readiness for use and shown by testing and inspection to comply fully with the standards recognised by Outdoor adult gym equipment UK for the completed facility.
  8. **Preferred items of equipment.** The Contractor is free to develop the design within the budget (in consultation with the Council and other stakeholders).
  9. Design and materials for outdoor adult gym equipment - The Contractor is free to choose any material or combination of materials and any design for the individual items of outdoor adult gym equipment, provided each item of equipment chosen complies with the specification for Outdoor adult gym equipment as recognized by the industry.

## MOBILISATION AND TIMING

* 1. Mobilisation: The successful tenderer will be expected to comply with any site restrictions and times for construction and installation.

## MANAGEMENT INFORMATION AND GOVERNANCE

* 1. Schedule of samples and supporting data to be submitted during the design process and before construction:
     + The contractor’s detailed design proposals including a fully dimensioned layout drawing of the proposed facility.
     + A technical data sheet for each item of Outdoor adult gym equipment to be installed, together with a copy of the Accreditation Certificate of compliance for that item.
     + Full specifications and manufacturers’ data sheets for any ancillary equipment to be supplied and/or installed.
     + Written warranty
     + Maintenance instructions for the equipment to be installed
  2. **Inspection and Certification on Completion -** The Contractor shall give at least 7 days’ notice to the Inspection Authority of the date that the completed facility will be presented for inspection. On completion, the facility will be assessed by the Town Council or ROSPA, who will prepare a report on the extent to which the facility complies with the requirements of the appropriate standards
  3. If the Inspection Authority deems it necessary for complete assessment, it may require testing of any item of equipment or any component to confirm that the equipment :

(a) corresponds with the specification for that item as originally

(b) meets the requirements of **BS EN 16630:2015**

Should the Inspection Authority consider it necessary to verify the quality of any Impact Absorbing Surfacing installed under this contract, this will be tested by an appropriate body who will prepare a report for the Employer on the Critical Fall Height of the surfacing and the extent to which it fulfills the requirements of the expected standards. When tested by the method described in BS EN 1177: 2008, all IAS shall give a Critical Fall Height greater than or equal to the maximum potential free fall height of the equipment it is installed beneath. The complete report of the Inspection Authority shall be presented to the Employer before the Employer shall certify that the facility is Practically Complete.

* 1. Re-test at expiry of the Defects Liability Period - Prior to the expiry of the Defects Liability Period, the Employer may instruct an independent body to again carry out such tests and inspections as may be required to demonstrate that the facility continues to comply with the requirements of the contract and present the results to the Employer before the Employer will issue any certificate to the effect that the Contractor has maintained the installation to the required standards during the Defects Liability Period and has complied with his design commitments and responsibilities for the installation.
  2. **Sampling methods -** The Contractor shall include in his tender for all costs in the taking and/or preparation of site samples for test and their delivery to the Employer, to demonstrate that the materials being used and the workmanship all comply with the standards set out in this tender submission. The methods of sampling and testing shall be in accordance with the requirements set out in this specification.
  3. The Contractor shall allow for the taking of such samples as directed by the Employer's Agent, for the proper recording of the location on the facility to which the samples relate, as directed by the Employer’s Agent. Any delay to a scheduled inspection or preparation of a report by the Inspecting Body arising from failure to prepare samples for test or from failure to keep proper records as required, shall not relieve the Contractor from his responsibility with regard to completion within the Contract period.
  4. **Cost of testing -** All costs arising from the inspection and testing of the facility on completion will be met by the Contractor and allowed for within the tender sum. The Contractor shall also provide all necessary assistance, attendance and liaison with the Inspection Authority to facilitate the inspection and shall make available copies of all Certificates and Test Reports required by the Inspection Authority in the preparation of their report.
  5. **Failure of tests -** Should any of the samples tested be found, in the opinion of the Employer's Agent, unsatisfactory or likely to indicate unsound work the whole consignment which the sample represents shall be removed from the site. Notwithstanding that any sample which has been accepted by the Employer's Agent may subsequently be rejected if he shall decide that the quality has in any way deteriorated.
  6. The Contractor shall, at his own expense, remove and replace all rejected materials, any delays consequential upon the rejection of any sample shall not in any way relieve the Contractor from his responsibility with regard to completion within the contract period. Any delay caused by such rejection shall not be operated in any way to relieve the Contractor from his responsibility with regard to completion within the Contract Period.
  7. Should the any interim inspection by the Employer’s Agent reveal any equipment, or any aspect of the design, erection and assembly or positioning of any item of equipment, that does not comply with the requirements of the industry standard, the Contractor shall immediately undertake whatever corrective measures are required to the satisfaction of the Employer’s Agent.
  8. Should the installation fail to comply with the performance standards set out in the Specification when tested by the methods set out either at Completion, at the expiration of Defects Liability Period or at any time during the Warranty Period, the Contractor shall, immediately on receipt of written notice from the Employer that remedial works are required, submit to the Employer proposals for the methods to be adopted and the programme for the execution of the necessary remedial work which shall be carried out at the Contractor's expense.
  9. On completion of any remedial works carried out, the authority shall again carry out such tests and inspections as may be required to demonstrate that the installation complies in all respects with the design and performance criteria. The costs of such extra testing and any costs incurred through loss of revenue and/or provision of alternative facilities, will be borne by the Contractor.
  10. **Warranty -** The Contractor shall, in his tender, provide a written warranty to the effect that the facility will continue to meet the requirements of this specification throughout the Defects Liability Period for the Contract. In addition, the Contractor shall provide a written warranty that any components, spare parts and other maintenance items necessary for the continuous safe operation of the facility will remain available for a period of at least **10 years** following Practical Completion of the facility.
  11. **Repairs under warranty -** The Contractor shall undertake as part of his warranty that any remedial work or repair necessary under the terms of the warranty will be completed within 28 days of notification in writing by the Employer that remedial work is required.
  12. The Contractor shall further undertake as part of his warranty that any other remedial work or repair necessary under the terms of the warranty will be completed within 28 days of notification in writing by the Employer that remedial work is required and repairs will be carried out with materials or components identical to the original installation and at such times as may be agreed with the Employer such that the planned programme of activities shall not be unreasonably affected.

## PREMISES AND ASSETS

* 1. **Storage of materials and handling -** The contractor is to ensure that all materials and components are appropriately stored in weatherproof and secure stores. The unloading, handling, storing, mixing and placing of materials and equipment shall be by suitable methods to prevent damage to materials or danger to persons on site. All transportation shall be by routes and methods to prevent damage to the site or danger to persons.
  2. All toxic and flammable surplus and waste materials and containers are to be removed and disposed of by methods approved by the Employer's Agent. Toxic waste shall only be disposed of at licensed sites and in accordance with HSE requirements which are current at the time of conducting the works on site.

## STAFF

The parties to the Contract are as follows:

Employer: Saffron Walden Town Council

Inspection Authority: ROSPA

## PERFORMANCE AND MEASUREMENT

* 1. **Inspection and testing -** Within the Contract Programme, the contractor shall allow sufficient time for the inspection of the works at least at the following stages:
     + Preparation of the area
     + Completion of foundations and footings for outdoor adult gym equipment
     + Preparation of base to receive IAS (if any)
     + During erection of the outdoor adult gym equipment
     + On completion of the installation, prior to Practical Completion.
  2. Should the client’s inspection reveal any item or element that is not in compliance with the Employer’s Requirements or with the Contractor’s Design Proposals, corrective action shall be taken immediately or defective materials removed and replaced to the satisfaction of the Council.
  3. **Site samples -** The Employer shall be at liberty to take samples of all materials and to have them tested for compliance with the Contractor's tender submission and this specification.