

**Tender for**

**Stephenson Way**

**Play Area**

**improvements**

**Tender – Document Two**

**Specification**

**CONTENTS**

1. Introduction Page
2. Background Page
3. Scope Page
4. Service Conditions and Environmental Factors Page
5. Business Continuity and Disaster Recovery Page
6. Key Staff Page
7. Statement of Requirements Page
8. Construction Charter Page
9. Quality Requirements Page
10. Whole of Life Support Page
11. Security Page
12. Training Page
13. Implementation Criteria Page
14. Monitoring Arrangements and Contract Management Page
15. Critical Service Level Failure Page
16. Performance Monitoring and Review Page
17. Project Management Page
18. Risk Management Page
19. Other Relevant Details Page
20. Corporate Social Responsibility Page
21. Appendices Page
22. **Introduction**
    1. The Council has a Play Area Strategy in place to ensure that the current provision of play areas within the Borough is maintained, replaced and evolved in a strategic manner. It also aims to ensure that future developments meet the needs of the growing population.
    2. The Council has successfully secured £60,000 of external funding to enhance an established play area at Stephenson Way in Corby and is now seeking a suitably qualified and experienced Contractor to undertake the scheme, within a tight timescale.
23. **Background**
    1. An established children’s play area situated on Stephenson Way, near the junction with Pen Green Lane has been in existence since the mid-1990’s. The area is traversed by a macadam footpath running roughly east / west, connecting the public footpath to the main climbing frame. This climbing frame and the equipment to the south of this path are still deemed to be relevant and in a serviceable condition. They are therefore to be retained for continued use.
    2. However, the equipment, play features and street furniture to the north of the path are considered to be outdated and of low amenity value.
    3. The Council therefore wishes to remove and dispose of this unwanted equipment (and where necessary level and make good the existing ground), before installing new equipment and street furniture themed on “outer space”, including new wet-pour safety surfacing.
    4. The Council expects to receive bids from companies who have the necessary skills and experience to deliver a high quality project that will enhance the play opportunities for children aged 5-12 providing stimulating and exciting equipment.
24. **Scope of Works**
    * 1. The Works shall consist of the following -
      2. Removal and appropriate disposal off-site of all unwanted equipment and features (including foundations) comprising –
         1. Wooden Bridge
         2. Boulders
         3. Wooden Train x 2 (Engine & Carriage)
         4. Tunnel
         5. Red Spinning Post
         6. Wooden Sleepers
         7. Play Area Sign
      3. Make good resulting ground, including fill / consolidate voids and level
      4. Design new area based on an “outer space” theme to compliment remaining equipment
      5. Prepare ground to receive new design, including site strip, any required land-drainage, stabilisation of soft spots, concrete edging kerbs, geotextile membrane and suitable granular sub-base
      6. Supply & install new equipment and features in concrete foundations, all as per manufacturer’s recommendations
      7. Supply & lay quality EPDM wet-pour safety surfacing in colours to suit design
      8. Supply & install an A0 size sign to be displayed on the Park boundary. This sign is to be metal and mounted on 2 metal posts. The design and content is to be agreed with the Council before installation. An example can be seen in Appendix 1
      9. Provide an independent Post Installation Safety Inspection Report
      10. General technical Preambles can be found in Appendix 3
25. **Site constraints and Environmental Factors**
    1. All design plans submitted are expected to have taken into consideration the siting of existing drains and power cables for example and other environmental factors that might prevent the installation process as submitted.
    2. The Supplier will comply with all current Health and Safety regulations as laid out in the Health and Safety at Work Act 1974.
    3. All regulations must comply with the guidance as set out in the Preliminaries and General Conditions.
26. **Employer’s Requirements**

5.1 **The Design**

The Contractor’s Design should consist of the following minimum requirements -

The new play equipment should appeal to children aged between 5 & 12 years;

The theme of the new play area will be ‘OUTER SPACE’ (i.e. moon and stars, etc.);

The equipment should complement the retained elements of the existing play area;

The surface used will be quality EPDM wet-pour safety surfacing laid to manufacturer’s recommendations;

Any other equipment that can be provided or works deemed suitable by companies that falls within the budget will be considered;

All equipment must be placed within the “footprint” of the existing play area as illustrated in Appendix 2 and must not exceed 4m in height or 200m³ in volume;

Full details of each piece of equipment, including height, width and what they are constructed of, are to be made clear in Supplier’s responses;

Any outstanding areas of soft landscaping are be top soiled and turfed on completion;

An aftercare programme must be included for such landscaping until the area has become established;

Please note that Zip Wires are not to be used in the design of this play area

Although timber can be used in the design, all equipment is required to be fully fire retardant and therefore please consider using metal where possible.

* 1. **Location and Access**

5.2.1 Please see Appendix 2, which illustrates the play area in question. The final position of equipment is to be agreed after the contract has been awarded at the initial project meeting on-site;

* + 1. Access to the site will be via Stephenson Way;
    2. All Suppliers are encouraged to visit the proposed site;
  1. **Planning Permission**
     1. In order for the Works to be undertaken under local authority permitted developments rights, no piece of equipment shall exceed 4m in height or 200m³ in volume
  2. **Costed Contract Specification**
     1. Please include a clear breakdown of your costs in your response, which must include, as appropriate, the cost of each aspect of the works and each individual piece of equipment and its installation, plus all other costs associated with completion of the work e.g., hire of equipment, plant, skips, fencing, etc.;
     2. The Supplier will be responsible for the disposal of topsoil, grass, mud, stones and any other waste materials created by the installation of the new play area;
     3. The Supplier will also make good any surfaces damaged in accessing the site and leave the site as found.
  3. **Design Drawings**
     1. Submitted designs **must not** include company, or identifiable logos, so as not to influence anyone in the scoring process;
     2. All designs must be a maximum of A0 size (841mm x 1189mm or 33.1in x 46.8 in) and by submitting a response for evaluation, Suppliers accept other Suppliers may provide a design up to A0 size for evaluation by the Evaluation Panel and during the public consultation.
  4. **Time**
     1. The intended date for works to start on-site will be as soon as the Contract has been executed by both parties and dated;
     2. The installation works must be completed by no later than one month after the contract has been signed.;
     3. Installation may be subject to weather permitting and this should be considered in any project plan provided;
     4. The Council are also aware that a given period of time may be necessary to allow for any play equipment that forms part of the Supplier’s proposal to be made and/or shipped, to fulfil the contract. Suppliers must ensure that they take into account such production and delivery timescales to achieve the installation dates provided; and
     5. Suppliers must make clear all such delivery timescales in their Project Plan.
  5. **Noise Control**
     1. The area where the park will be located is open to the public every day;
     2. Restrictions are in place for the use of the following:

Pneumatic drills and other noisy appliances are not permitted without consent during the hours of:

Monday – Friday 6pm – 8am;

Saturday: 1pm to midnight; and

Sunday & Bank Holidays: Prohibited.

* 1. **Decision**
     1. All designs submitted will be shown to a closed consultation group (children at a local school), so that their valued input can be taken into consideration.
     2. The consultation process will be undertaken by:

each child being given a pre-signed, numbered form;

each child will be required to write their name on the form and indicate, by way of ticking, their preferred choice and returning it to a sealed box; and

This box will then be opened in front of senior Corby Borough Council Officials for counting and verification.

* + 1. This consultation process at the school will be monitored by at least 2 Council staff members at all times and the designs will be viewed by the children over a fixed period; and
    2. The views of the consultation participants will be recorded and added to the other scores, using the methodology defined in the Instructions to Bidders document.

1. **Construction Charter**
   1. Corby Borough Council signed up to the Construction Charter on Monday, 12th November 2018 and adopted, in full, the provisions of the Charter and publicly affirmed our commitment to work with Unite and other appropriate trade unions to ensure the provisions of the Charter are applied in all construction projects we are involved with.
   2. The Charter states that the Council, as a responsible client, enter into this agreement and commit to working with the appropriate trade unions, in order to achieve the highest standards in respect of; direct employment status, Health & Safety, standard of work, apprenticeship training and the implementation of appropriate nationally agreed terms and conditions of employment.
   3. In order to be considered for this project, the successful bidder(s) must agree to adhere to the provisions of the Charter, which can be accessed by **double clicking on the link below**.



1. **Quality Requirements**
   1. The finished Project must conform to current BSEN (British Standard European Norm) 1176 and BSEN 1177.
   2. The Supplier must ensure an independent RoSPA (The Royal Society for the Prevention of Accidents) report is provided at the end of the project, prior to final sign-off and handover.
2. **Post-Completion**
   1. The Council will assume responsibility for annual and weekly maintenance checks once the independent safety inspection report has been undertaken and supplied at the end of the project and the Contract has been certified a Practically Complete
   2. As a part of the quotation process, Bidders are asked to supply a copy of all warranties as appropriate
   3. The Contract includes a 12 months Defects Period and Suppliers will be scored on the aftercare service they offer.
   4. The Contractor shall also be liable for any latent defects for a period of six years.
3. **Security**
   1. All site security including equipment, fencing, machinery etc. is the responsibility of the Supplier, until an official handover has been concluded
4. **Implementation** 
   1. Following Contract Award the Council will convene a Pre-Contract Meeting with the successful Bidder to finalise the Contractual Arrangements.
   2. The Council shall also shall convene a Pre-Start Meeting prior to commencement onsite to finalise logistical arrangements.
   3. The successful Contractor shall provide a minimum of one week’s notice of their intention to start onsite.
   4. The Project should be completed within one month unless an alternative date is agreed by both Parties.
   5. Prior to commencement, the successful Contractor shall submit an appropriately detailed Construction Management / Health & Safety Plan for the Works.
   6. The Contractor shall appoint a Representative who shall be responsible for the management of the Works, to ensure they are planned and resourced adequately and who will act as a point of contact for the Council;
5. **Monitoring Arrangements** **and Contract management**
   1. A Contract Administrator / Clerk of Works will be appointed by the Council, who will manage the day to day administration of the Contract and oversee the installation process in compliance with this Specification and the terms of the Contract, as detailed within the Preliminaries and General Conditions.
   2. The Contractor’s Representative will be required to attend regular Progress Meetings chaired by the Contract Administrator (the frequency of which shall be determined at the Pre-Contract Meeting), where they will present a Progress Report.
   3. The Contact Administrator shall prepare an Agenda for such meetings and circulate agreed the Minutes.
6. **Risk Management**
   1. The Supplier and the Council shall pro-actively manage risks attributed to them under the terms of this Contract.
   2. The Supplier shall develop, operate, maintain and amend, as agreed with the Council, processes for:
      1. the identification and management of risks;
      2. the identification and management of issues; and
      3. monitoring and controlling project plans.
   3. The Supplier will maintain a risk register of the risks relating to the Works, which the Council and the Supplier have identified.
7. **Other Relevant Details**
   1. In order for Suppliers to ensure their tender submissions reflect as accurately as possible the Council’s specification and requirements, the Council strongly recommends that Suppliers undertake a site visit in order for each Supplier to satisfy itself so far as is possible that its proposed tendered price to be submitted in its bid is correct, realistic and sustainable. Site visits may be undertaken at the Supplier’s convenience, as the Play Area is a publicly accessible site.
   2. Site visits will not be scored or evaluated, but the Council makes available this opportunity to Suppliers in accordance with the principles of openness, fairness, transparency and non-discrimination so as to enable each Supplier so far as is reasonable to submit its most competitive bid.
   3. **For the avoidance of doubt please be aware that following award of contract should the successful Supplier subsequently find that its proposed solution is not accurate and sustainable then the successful Supplier will be not be permitted to amend their pricing bid so as to request any further monies associated with the full provision of this service.**
8. **Corporate Social Responsibility**
   1. Requirements
      1. In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of Suppliers who work with government. ([https://www.gov.uk/government/uploads/system/uploads/attachment\_data/fi le/646497/2017-09- 13\_Official\_Sensitive\_Supplier\_Code\_of\_Conduct\_September\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/fi%20le/646497/2017-09-%2013_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf))
      2. The Council expects its Suppliers and Sub-Contractors to meet the standards set out in that Code. In addition, the Council expects its Suppliers and Sub-Contractors to comply with the standards set out in this Section.
      3. The Supplier acknowledges that the Council may have additional requirements in relation to corporate social responsibility. The Council expects that the Supplier and its Sub-Contractors will comply with such corporate social responsibility requirements as the Council may notify to the Supplier from time to time.
   2. Equality and Accessibility
      1. In addition to legal obligations, the Supplier shall support the Council in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
9. eliminate discrimination, harassment or victimisation of any kind; and
10. advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.
    1. Modern Slavery, Child Labour and Inhumane Treatment
       1. Modern Slavery Helpline - means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.
       2. The Supplier:
11. shall not use, nor allow its Sub-Contractors to use forced, bonded or involuntary prison labour;
12. shall not require any Supplier Staff or Sub-Contractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
13. warrants and represents that it has not been convicted of any slavery or human tracking offenses anywhere around the world;
14. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human tracking offenses anywhere around the world;
15. shall make reasonable enquires to ensure that its officers, employees and Sub-Contractors have not been convicted of slavery or human tracking offenses anywhere around the world;
16. shall have and maintain throughout the term of any of its Contracts, its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Sub-Contractors anti-slavery and human trafficking provisions;
17. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under any of its Contract;
18. shall prepare and deliver to the Council, upon request, a slavery and human trafficking report, setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with an annual certification of compliance;
19. shall not use, nor allow its employees or Sub-Contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Sub-Contractors;
20. shall not use or allow child or slave labour to be used by its Sub-Contractors;
21. shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Council and Modern Slavery Helpline.
    1. Income Security
       1. The Supplier shall:
22. ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
23. ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
24. All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
25. not make deductions from wages:
    1. as a disciplinary measure;
    2. except where permitted by law; or
    3. without expressed permission of the worker concerned.
26. record all disciplinary measures taken against Supplier Staff; and
27. ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.
    1. Working Hours
       1. The Supplier shall:
28. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
29. that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
30. ensure that use of overtime used responsibly, taking into account:
31. the extent;
32. frequency; and
33. hours worked; by individuals and by the Supplier Staff as a whole.
    * 1. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
      2. Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
34. this is allowed by national law;
35. this is allowed by a collective agreement freely negotiated with a workers’ organisation representing a significant portion of the workforce; appropriate safeguards are taken to protect the workers’ health and safety; and
36. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
    * 1. All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.
    1. Sustainability
       1. The Supplier shall meet the applicable Government Buying Standards, which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-thegovernment-buying-standards-gbs>
37. **Appendices**
    1. To open the embedded appendices, **double click on the document icon**.
       1. Appendix 1 – Example Play Area Sign

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* + 1. Appendix 2 – Stephenson Way Play Area Location Photographs

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* + 1. Appendix 3 – Stephenson Way Play Area Preambles

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