



# Invitation to Tender

Delivery of a Wheeled Sports Facility, Cranbrook

Design and Build

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**Cranbrook Town Council**

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## **1. Introduction**

A consortium of developers, the East Devon New Community Partners, are delivering the currently consented first 3,500 homes at Cranbrook in East Devon. The Section 106 agreement relating to this development secures the preparation and servicing of land for a “Skateboard Park” prior to 2,250 dwelling occupations. Cranbrook Town Council is now looking to appoint a preferred supplier for the construction of a wheeled sports facility in a town centre location in Cranbrook as set out in this document.

Any prospective supplier is invited to submit their design proposal(s) in accordance with the specification set out in this document to the Town Council.

## **2. Tender Process**

<b>Item</b>	<b>Date</b>
Publication date of the contract notice and publication of tender documents	23 November 2021
<b>Deadline for submission of tenders</b>	<b>6 February 2022 at 23:59</b>
Evaluation of tenders (including any clarification questions to tenders)	w/c 7 February 2022
Notification to shortlisted applicants and invitation to presentation	By 21 February 2022
Presentations by shortlisted tenderers	w/c 7 March 2022
Evaluation Panel’s Recommendation to Council	15 March 2022
Date of the full Council meeting	21 March 2022
Notification to applicants & contract award	22 March 2022
Construction works commencing	As soon as planning consent has been obtained

Prospective contractors must ensure that they are completely familiar with the nature and extent of the obligations to be accepted by them before submitting a tender. Before submitting a tender, any prospective contractor is advised, at his/her own discretion, to visit the site to satisfy themselves as to the full extent of the contract specification. No claims arising from failure to do so will be accepted at a later date.

Any queries regarding the interpretation of any part of the contract documents should be addressed to the Town Clerk within the timescales indicated above.

The tender shall be submitted only on the attached tender form.

If, having examined the tender documents, prospective contractors wish to submit a tender they should fully complete and return the tender form by the specified deadline to

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or to [clerk@cranbrooktowncouncil.gov.uk](mailto:clerk@cranbrooktowncouncil.gov.uk)

Hard copy tender documents should be submitted in a sealed marked envelope.

Tenders received late will not be considered.

Prospective contractors should note that the Council is not bound to accept any particular tender. The Council's decision is final and no correspondence will be entered into on the reasons which a tender has been rejected.

The successful tender together with the Council's written acceptance shall form a binding agreement in the terms of the contract documents.

### Notes to Tenderers

a) The prices to be included in the tender form are to be the full inclusive value of the work described, including all profits, costs and expenses, inflation and all general risks, liabilities and obligations, but excluding VAT (if applicable). No application from the contractor to adjust the contract price during the contract period for the works priced as part of this document will be considered.

b) No alteration to the text of the tender form is to be made by the contractor tendering. Should any alteration, amendment, note or addition be made, the same will not be recognised and the reading of the printed schedule will be adhered to.

c) The construction works have to be completed within a fixed term which prospective contractors are required to propose on the tender form. Save for force majeure, in the event of late completion of the contract, the total sum payable by Cranbrook Town Council will be reduced by 2% for each week or part thereof during which the work is completed later than the agreed completion date.

d) Regular inspections will be carried out by the Council throughout the period of the contract to ensure the work is completed in accordance with the specification of works.

e) Invoices presented for payment must include a schedule of the works completed including the dates of the work.

f) Contractors are asked to contact the Clerk if any clarification is required.

g) The Council reserves the right to make such enquiries as it sees fit regarding the suitability and experience of any tenderer.

### **3. Description of the Provision**

The Section 106 agreement defines that the "Skateboard Park" "shall be positioned so as to provide a suitable buffer and shall be at such a distance from the nearest Dwelling as is approved by [East Devon District Council] pursuant to Detailed Applications such buffer shall include landscaping to reduce noise and to provide screening".

Prospective suppliers are invited to submit one or more designs for a wheeled sports facility to be delivered within the specified budget which should specify the following:

- all preparatory works to the site,
- groundworks,
- installation of the wheeled sports facility,
- noise mitigation works,
- installation of lighting,
- any reinstatement works,
- health and safety provisions,
- welfare provisions,
- evidence of other completed similar facilities, together with the names of the clients,
- evidence of third party/public liability insurance with a sum insured of at least £10m.

## **4. Considerations**

### Access

Access to the proposed location is off the main local route (MLR) so no trackway/haul road should be needed. There is nothing restricting access into the site.

Care must be taken when approaching site as the parameter parcels remain active construction sites. The successful supplier is likely to encounter members of the public during the works.

### Defects Maintenance Period

On completion of the contract the Town Council shall sign off the work following a post-installation inspection (PII) by an independent play inspector.

The Town Council and the supplier will agree the works required to rectify any defects to ensure that the site complies with **BS EN 14974** following the PII inspection. Note: not all risks identified in the PII are required to be rectified at the supplier's cost.

A 12-month defect period shall commence from when all agreed findings have been rectified and signed off by the Town Council. On completion of the 12-month defect period the supplier will be required to repair or replace any items of play equipment or surfacing which show wear and tear over and above reasonable use of the area, i.e. where there is a design flaw or installation issue such as settlement.

### Drainage / Ground Conditions

The ground has a high clay content. A geotechnical survey may be required in order to understand the ground conditions fully. It will be the appointed supplier's responsibility to satisfy themselves that the ground is suitable for installation and drainage. The proposed flat grass field area slopes gradually in the direction of the Cranbrook Education Campus, allowing for drainage. It may be possible to positively drain the facility into the nearby culvert system at the perimeter of the site.

### Health and Safety

All health and safety information must be communicated to the Town Council and the Consortium Manager Cranbrook prior to works commencing on site. The supplier will need to be compliant with any site-wide working restrictions and on-site traffic management.

The supplier shall protect the public from the works and from any materials being transported to and from the working area. The main local route (MLR) also experiences congestion at school drop-off and pick-up times. Building materials should therefore not be delivered during school opening and closing times.

Being in a public place, all works shall be signed in accordance with Chapter 8 of the Traffic Signs Manual and the supplier shall have a competent supervisor on site as necessary to oversee the signing.

The supplier shall be fully responsible for supplying, positioning, maintaining and removing at the end of the contract all signs and barriers in accordance with Chapter 8 of the Traffic Signs Manual.

At the end of each working day and at weekends the site must be left secure and lit as necessary.

### Noise Mitigation

There are existing residential properties on Tillhouse Road 24.5m from the site boundary and approximately 35m to the south-east in Westland Way. These latter properties are separated by the

green land and the mature hedgerow and trees which bound it, providing some noise attenuation. The properties on Tillhouse Road will have higher baseline noise levels by virtue of being situated on the main local route (MLR) in the future town centre. East Devon District Council's Environmental Health Officers previously advised that any planning application for such a facility will need to be accompanied and informed by a noise report by an acoustic engineer. The costs for this and of any necessary mitigation will be met by the overall Section 106 budget for the provision.

### Public Consultation

The supplier is required to manage a public consultation exercise regarding their preferred design(s) in conjunction with the Town Council.

All drawings must be to scale.

The supplier shall provide an outline programme of delivery including timescales for the delivery of the public consultation exercise and the first available date to start the works.

### Public Relations

To the general public the supplier's employees working on the site are seen as Cranbrook Town Council's. Each one of them is therefore a public relations officer and great care should be taken by the supplier in their personal instructions to the employees to make sure that they are all made aware of their responsibilities.

There should also be clear lines of communications to the Town Council and the Consortium Manager Cranbrook on any complaints received from the public.

### Reinstatement

The supplier shall be expected to leave the site in a clean and tidy condition upon completion of the works.

All adjoining footpaths will be swept clean throughout the contract period as necessary and any ground or hard landscaping disturbed due to the works will be restored back to its original condition.

Photographic evidence of the original site condition and the surrounding area will be taken to help avoid any future disputes.

### Services

Every effort will be made to provide the supplier with service details prior to commencement on site from the relevant utility companies. As utility records are approximate and often incomplete, the supplier should follow guidance from the Health and Safety Executive (HSE) for avoiding danger from underground services.

### Safety

The site allows for good visibility and is located adjacent to the main local route (MLR) in the town centre of Cranbrook. The site is well overlooked and displays all the hallmarks of a safe area for a wheeled sports facility.

There is no conflict of activities i.e. no other existing recreational areas in the vicinity of the wheeled sports area.

There are no protected trees in the proposed area.

The proposed site is not a protected site for wildlife/habitat considerations.

The proposed site will have access to future facilities/infrastructure, including local facilities such as shops and parking.

### Standards

All equipment must be built and installed to **BS EN 14974**.

### Storage of Materials

It may be feasible for a small compound to be erected on the site to store materials and equipment. This will be subject to approval from the landowner.

On completion of work the supplier will be responsible for restoring any damaged ground or hard landscaping back to its original condition.

### Working Area

The supplier will be working in restricted areas and therefore care should be taken to avoid damage and keep any inconvenience to a minimum.

The working area shall be fenced with 2.0m high Herras fencing panels of an approved design to properly secure the working area. The panels shall be of tubular steel frame construction with weldmesh infill. Each panel shall be securely clamped to its adjoining panel and will sit on concrete or rubber feet. The position of the Herras fencing panels will be agreed prior to the supplier commencing on site. The installation and maintenance of this fence during the contract will be the supplier's responsibility.

The fencing must remain in situ at all times throughout the contract.

A wheel washing facility should be installed during the construction period to prevent soiling the adjacent pavement and road.

## **5. Budget**

The budget for the delivery of the wheeled sports facility and associated landscaping is **£275,000.00**.

## **6. The Site**

The site for the wheeled sports facility is of a size of circa 1,280m<sup>2</sup> and located at Tillhouse Road, Cranbrook EX5 7FL.

A location plan and a constraints plan are attached to this tender notice.

The site is publicly accessible.

## **7. Planning Considerations**

Planning consent will need to be obtained from the local planning authority East Devon District Council. The successful supplier will also lead on the community involvement and planning application processes in consultation with the Town Council.

## **8. Construction Period**

The construction works should start on or as soon as possible after planning consent has been obtained. All associated works including reinstatement of any damaged ground are to be completed

within four months of awarding the contract, subject to adequate working conditions/exceptionally inclement weather delays (please refer to note c in the Notes to Tenderers above).

## **9. Contract Conditions**

Works will be programmed to commence following the finalisation of a Joint Contracts Tribunal (JCT) design and build contract to design, supply and install a wheeled sports facility which will detail all final contractual provisions.

## **10. Evaluation Criteria**

The following section defines Cranbrook Town Council's method of evaluating the received tenders. Tenders will be evaluated in accordance with the Council's Financial Regulations using the criteria and weighting below.

A tender evaluation panel will evaluate tenders based solely on the information provided in the tender form and its members will evaluate tenders in accordance with the process described below with the aim of establishing a preferred supplier for the Council's requirements and, if appropriate, submitting a recommendation to the Council to award a contract to the preferred supplier.

Confidential information relating to the evaluation will not be divulged to anyone outside the Committee as to do so may undermine the integrity of the contract award process.

### **Decision-Making Process**

All tenders will be checked for completeness and to ensure they are fully compliant. All complete and compliant tenders will then be evaluated in accordance with the evaluation criteria in terms of their ability to meet the technical requirements specified.

Following the completion of all stages of the evaluation process, the panel will present its recommendation to the full Council. Only following approval from the Council will the bidders be notified of the decision, and confidentiality restrictions lifted from the contract details.

### **Evaluation Criteria**

Tenders will be evaluated on the basis of the most economically advantageous proposal in accordance with Regulation 67 of The Public Contracts Regulations 2015, using the following criteria. Each criterion has been assigned a weighting to reflect the relative importance of such criterion to the Council.

<b>Criteria</b>	<b>Definition and Required Evidence</b>	<b>Weighting</b>
Price	<p>The full and final cost over the full term of the contract, taking into account affordability and the commercial stability of a reasonable return for the supplier. Please submit evidence of</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> your ability to carry out the contract to the proposed design and specification and within the stipulated budget</li> <li><input type="checkbox"/> your financial and/or operational capacity to deliver the contract,</li> <li><input type="checkbox"/> your last year's audited accounts.</li> </ul> <p>N.B. If you are unable to provide audited accounts you may provide:</p> <p>(i) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and</p>	50%

	Statement of Cash Flow for the most recent year of trading for this organisation, or (ii) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position, or (iii) An alternative means of demonstrating financial status if any of the above are not available	
Quality	The supplier's ability to perform the contract to the highest standards. Please submit <ul style="list-style-type: none"> <li><input type="checkbox"/> evidence of your knowledge in and experience of carrying out similar contracts or other relevant evidence during the last five years, especially delivering buildings to BREEAM Very Good standard,</li> <li><input type="checkbox"/> two references from recent customers of similar works.</li> </ul>	25%
Timeframe	The supplier is required to complete all works within a fixed term, a proposal for which should be made by the applicant on the tender form.	10%
Compliance	Evidence of the contractor's compliance with all Health & Safety, employment laws and regulations and safeguarding procedures, e.g. by submitting a relevant policy(ies).	10%
Environmental Issues	Evidence of the contractor's approach to environmental issues and how you will manage the disposal of waste, e.g. by submitting a relevant policy(ies).	5%