



## **FORM OF TENDER AND SPECIFICATION FOR A TWO YEAR GRASS CUTTING CONTRACT 2020/2022**

**Period of Contract** – This contract shall be in force for the period March 2020 – February 2022 with the possibility of a one-year extension unless terminated as hereinafter provided.

**Specification** – As per specification documents.

**Alterations** – Alterations to the grass cutting specification may be required from time to time. The Contractor will be informed of any alterations to the grass cutting specification in writing. Any increase in the cost of the contract as a result of the alterations must be notified to the Parish Council in writing within 14 working days.

**Execution of Work** – The Contractor shall be required to carry out and complete the grass cutting with all reasonable speed in accordance with the Contract, the specification and as recognised within general horticultural/agricultural practices. The Parish Council expects the Contractor at all times to undertake the highest standards of customer care when dealing with the general public.

**Number and frequency of cuts** – Grass cutting and strimming to be undertaken on 15 occasions during the season being (March – November) unless otherwise stated on the specification. Generally, the cuts are to be undertaken every two weeks throughout the season. Flexibility is allowed for fewer cuts during July/August, if the weather is hot, on the basis that these cuts may be held over and undertaken in either November or February. It is expected that the cuts will be carried out within 48 hours unless the weather is inclement.

The maximum acceptable breakdown period in respect of mechanical breakdowns will be 24 hours during any one cut.

All work shall be carried out with the minimum of noise and disturbance. The Contractor shall indemnify the Parish Council from and against any liability for damages on account of noise or other disturbances created whilst the grass cutting is carried out.

The grass cutting must be undertaken between the hours of 08:00 and 19:00 Monday to Saturdays. No grass cutting is to be undertaken on Sundays or Bank Holidays.

**Standard of Cutting** – All grass will be cut cleanly and evenly, to a maximum of 5cm on each site without damaging the existing surface. Grass will be cut to a height of between 25-50mm depending on either weather conditions or ground conditions.

In all cases grass shall be cut close to boundary fences and walls and around obstructions such as signposts, lighting columns, hydrant markers etc., care being taken to prevent damage to any boundary or obstruction.

It will be necessary to cut grass around obstacles to the same height, frequency and standard as the surrounding grass areas. This must be completed within a 24-hour period of any pedestrian or ride-on mowing.

The Contractor is required to notify the Parish Council immediately of any molehills or other ground irregularities that cause difficulties whilst cutting.

Mowing will take place on the full area of grass at the site, up to the paving, fencing and any other boundaries.

Under no circumstances will the burning of grass cuttings be permitted either on the highway or amenity verge or in the vicinity of the public highway.

In very wet conditions, all operations involving grass cutting shall cease, until conditions allow operations to continue without:

- damaging the surface, levels and contours of the ground
- Creating grass cutting 'divots' from the rollers or cutters

**Non-completion of works** – If the Contractor shall omit or fail to perform any part of the works in accordance with the specification the Parish Council shall require the Contractor at his own expense to return, within 24 hours, to complete the works.

Failure to perform shall include:

- an uneven cut
- failure to cut around obstacles
- failure to cut around obstacles within 24 hours of any ride on grass cutting
- failure to blow paths or driveway crossings
- failure to cut a specified verge
- causing unnecessary damage to council or private property including the ground

**Repair of damage** – The Contractor shall be responsible for and shall without undue delay, reinstate and make good at his sole expense and to the satisfaction of the Parish Council any footpaths, grass areas, hedges, fences, also railings, drains, electric, gas water and other mains and service pipes, and other things whether public or private which may be damaged during the grass cutting.

**Protection of Trees, Shrubs and Plants** – All trees, shrubs and plants on the sites shall be carefully preserved and protected from damage during the works. The Contractor will be required, at his own expense, to replace any trees, shrubs or plants which are damaged by strimming or other equipment.

**Plant or Equipment** – The Contractor shall at his own expense provide, erect maintain and safeguard while on site and remove on completion of the works all necessary equipment and machinery for the execution of the Contract.

The Contractor shall ensure that all machinery is maintained in good working order at all times.

**Personal Protective Equipment (PPE)**

The Contractor shall supply at his own expense all PPE as required, which is to be worn at all times whilst the work is carried out.

**Compliance with Acts of Parliament** – The Contractor shall comply with the provisions of any Act of Parliament affecting or relating to the grass cutting and/or biodiversity duties and with the regulations and by-laws of the local authority.

**Traffic Safety Measures and Control** – Traffic safety measures shall be carried out with due regard to Chapter 8 of the Traffic Signs Manual published by H.M.S.O. or any amendments thereof for the time being in force.

The Contractor shall provide, erect and remove on completion, all necessary signs, barriers and cones as required. No additional payment will be made for this work.

While working on or adjacent to the highway, all staff shall wear an approved reflective fluorescent jacket, BSEN 471 which will be provided at the Contractor's expense.

**Partnership** – The Parish Council carries out the grass cutting of the highway verges and village greens on behalf of the County Council under an annual order. In the event of this arrangement being varied by the County Council the Parish Council reserves the right to amend the Contract to vary or exclude those operations for which it is no longer responsible and to reduce the payment made to the Contractor on a pro rata basis. In the event of the variation of this arrangement the Contractor will not be entitled to any compensation for loss of part of the Contract.

**Termination of the Contract** – If the Partnership referred to above is terminated in its entirety by the County Council or if the Contractor fails to proceed with the works with reasonable diligence or wholly suspends work before completion and if he shall continue such default for seven days after due notice in writing thereof has been given to him by the Parish Council the Parish Council may by notice by recorded delivery or delivered by hand sent to the address of the Contractor as specified as the address for payment in the Contractors invoice determine the employment of the Contractor under the Contract.

**Staffing and Supervision** – The Contractor shall ensure that at all times during the Contract Period all staff are properly supervised and act in accordance with the Health and Safety at Work etc. Act 1974.

**Unsatisfactory Employees** – Any employee of the Contractor whose behaviour or actions in the opinion of the Parish Council are unsatisfactory shall be removed from the contract.

**Interference** – All operations necessary for the performance of the grass cutting shall be carried out so as not to interfere unnecessarily or improperly with the convenience of the general public or the right of access to or use or occupation of public or private roads and footpaths or to or of any properties whether in the possession of the Parish Council or of any other person and the Contractor shall indemnify the Parish Council in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.

**Workpersons** – The Contractor will use a safe and proper system of working which complies with such liabilities and obligations to his employees and to any other persons as are imposed under the Health and Safety at Work etc. Act 1974. The Parish Council shall have power to require the Contractor to dismiss from the works any workmen employed by the Contractor if in the opinion of the Parish Council such workman is not competent or who is operating in a manner which is likely to be a danger to himself or others, or who is behaving in an unreasonable or offensive manner.

**Injury, Loss or Damage** – The Contractor shall where any injury, loss or damage to persons or property arises from or in any way connected with the execution of the Contract:

- (a) be responsible for and make compensation for any injury (including injury resulting in death) occasioned to any person whomsoever and
- (b) replace, reinstate and make good to the satisfaction of the Parish Council or pay adequate compensation for any loss of or damage to any property or legal right

The Contractor shall indemnify the Parish Council against all actions and demands, costs, charges and expenses which may be commenced or made in respect of such injury, loss or damage.

**Insurance against Injury, Loss or Damage to Persons or Property** – Throughout the period of the Contract the Contractor shall insure against any damage, loss or injury which may occur to any property or to any person by or arising out of the performance of the Services or in the carrying out of the Contract for which the Contractor would be legally liable. The Contractor shall notify the Parish Council as soon as possible of any claim, demand or proceedings received, but in any event such notice shall be given not later than seven days after receipt of same, and the Contractor shall supply such particulars or details thereof as the Parish Council shall reasonably require.

The insurance required shall be affected by an approved insurer. The cover to be provided on such insurance shall be the sum of £10,000,000 for Public Liability and £10,000,000 for Employers Liability. Prior to the commencement of the contract and whenever required by the Parish Council the Contractor shall produce the policy or policies of insurance and receipt of payment of the current premiums.

**Risk Assessments** - Prior to the commencement of the contract and whenever required by the Parish Council the Contractor shall produce Risk Assessments for the works as required by the Management of Health and Safety at Work Regulations 1999 – Approved Code of Practice.

**Contractors Health and Safety Policy** – Prior to the commencement of the contract and whenever required by the Parish Council the Contractor shall produce a copy of his Health and Safety Policy.

**Trespass or Misconduct** – The Contractor shall not allow his, or any other workmen employed under the Contract, to wander about any grounds or buildings adjacent to the site of the Works, nor to trespass upon adjoining properties. The Contractors shall obtain the permission of the owner(s) of adjoining land before permitting his workmen to enter. The Contractor shall indemnify the Parish Council against any claim or action for damages on account of any trespass or misconduct by his employees.

**Value Added Tax** – The Parish Council shall pay to the Contractor such Value Added Tax as may be properly chargeable by the Contractor in connection with the carrying out of the works.

**Invoices** – The Contractor is required to submit invoices on a monthly basis during the cutting Season. The dates on which the cuts are undertaken must be stipulated on the invoice.

**Price and Price Variations** – The Price for the 2020/2022+ season is to include:

- grass cutting on up to 15 occasions per calendar year
- strimming on up to 15 occasions per calendar year
- blow footpaths and driveway crossings when and where necessary.

If the contract is extended beyond 2022, the price is to be increased in line with the RPI annually in March.

#### **GUIDE FOR GRASS CUTTING ON THE PUBLIC HIGHWAY**

1. All operatives to wear reflective vest or jacket to BS EN 471.
2. All vehicles (including mowers) to be fitted with a flashing orange beacon.
3. Signs required: As specified in the New Roads and Street Works Act 1991 – Code of Practice.

Tender sum:

Our price to undertake all of the above duties will be £..... per annum

Signed.....

Dated.....

On behalf of (Company name and address)

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