

Appendix A - Standard Conditions of the Contract

Extent of Works

Generally, the work will comprise of the cutting of grass, hedges where specified on land within the parish of Mareham le Fen. This will include trimming around fences, grave memorials, gates, outside furniture, trees, hedges, walls, bushes as itemised within the contract. The Parish Council expect that all cuttings are removed and disposed of in accordance with statutory requirements and that all roads and footpaths are clear of debris by sweeping or blower. This contract will be managed by the Parish Clerk and will report directly to him/her.

Site Details

The sites are situated through Mareham le Fen village and are identified on the plans enclosed under Appendix D.

It is suggested that before tendering the prospective contractor visit the sites to familiarise and satisfy themselves as to the extent of the contract. The Council will not accept any claims from a failure to familiarise themselves with the contract.

Works and Equipment

We expect the workmanship to be of the highest standard and shall conform to all relevant British Standards, Specifications and Codes of Practice.

Additional Works & Service

The contractor is asked to provide a price for each cut. Any change to the contract will be agreed with the contractor and the parish council through the Parish Clerk in writing.

Duration of Contract

The duration of the Contract will be for the 2025 grass-cutting season from 1st May 2025 to the end of October 2025 and there will be an assessment on performance every 2 months during the Contract. The contract may be extended once for the 2026 season if the Council decide to do this. The Council will notify their decision to extend the contract with at least two months' notice by 15th February in 2026. Contract prices during the period of any extension will be based on the 2025 year price increased by RPIX as at January before 15th April. Any decision the Council make on terminating the Contract will be accepted by the Contractor without further consideration. Such a decision will involve two months' notice either way.

Payment to the Contractor

The Contractor will submit by the 10th of each month a monthly account, in arrears, detailing the work carried out during the previous month. The parish council usually meets on the third Wednesday of the month to approve payments. Payments will be made within 30 days of invoice receipt.

Insurance

The Contractor is required to have Public Liability Insurance to the minimum sum of £10,000,000 and a current Certificate of Insurance and Employee Liability Insurance Certificate. The Contractor will indemnify the Parish Council against any claim or proceedings for injury or damage to any property, persons, or animals because of negligence, poor workmanship, or failure to notify the Council of any action likely to cause injury or damage to a third party. The Contractor is required to also have appropriate commercial Vehicle Insurance.

All Insurance Certificates stated above must be provided to the Parish Clerk prior to the commencement of the Contract.

Health & Safety

The Contractor shall accept all responsibility for compliance with the Health & Safety at Work Act and all other Acts and regulations in respect of work set out in this Contract. A copy of your Health & Safety Policy must be

provided to the Parish Clerk prior to the commencement of the Contract if you employ five or more employees.

Notes to Tenderers

1. The Form of tender and standard Conditions of the Contract must be read in conjunction with the Specification of works, Plans and Schedule of Works.

Contractors are advised to read all documentation carefully.

2. The prices to be included in the Form of Tender are to be the full inclusive value of the work described, including all profit, costs, expenses, travel costs, general risks, liabilities, obligations, and VAT.

The Council will not pay towards any travel costs and dispensations if you are outside of the local area.

3. No alteration to the Form of Tender is to be made by the Contractor. Any alteration, amendment or note made by the Contractor will not be recognised and the Schedule of Works will be adhered to.

4. A regular inspection will be carried out by the Council throughout the period of the Contract to ensure that work is completed in accordance with the Specification of works. Members of the public and Councillors may report deficient work to the Council and where appropriate this will be reported to the Contractor by the Clerk to the Parish Council.

5. The contractor must not amend the contract from direct feedback from members of the public or individual parish councillors. All changes must be agreed with the Clerk to the Parish Council.

6. Invoices presented for payment must include a Schedule of the Works completed including dates and times of work.

7. If any clarification is required then the Contractor should contact the Clerk to the Parish Council.

8. The Form of Tender requires a signature and is intended to allow for an un—biased process, your name and company will be withheld by the Clerk until the parish council's voting process has been completed.

9. If your tender is successful, you will be asked to submit a Risk Assessment of the activities to be carried out under this Contract and all relevant Insurance documents to the Parish Clerk before the commencement of this Contract.

APPENDIX B

Specification of Works

1. Prior to cutting an area, the Contractor will ensure that the area is free of significantly large stones, paper, tins, bottles, and other debris.

2. The Contractor will also inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Council immediately of any specific hazards.

3. The Contractor will during the period of the Contract, ensure that all machines in grass cutting operations are sharp and set properly to produce a true and even cut. All grass areas will be cut cleanly and evenly and without damage to the existing surfaces. Any damage of areas or grass not cut to the approval of the council from a lack of such maintenance will be made good by the Contractor at their own expense.

4. The Contractor will during the period of the Contract ensure that machines are properly maintained and guarded to present no danger to the operator, surrounding buildings, vehicles or any person or animal in the vicinity of operations. The Contractor and any staff will be expected to be wearing the appropriate safety equipment (Boots, reflective vests, ear defenders and goggles as necessary) they are engaged in work for the

Council.

5. Any relevant signage should be in place before commencing work.

6. The Contractor will during the period of the Contract ensure that any form of growth inhibitor is NOT used to any area of turf without prior agreement from the Council in writing.
7. The Contractor will be expected to complete one area at a time before moving on to the next. Immediately after cutting, ensure that all grass clippings and other debris are cleared from all paved areas, safety surfaces, Memorial Stones, paths and public footpaths etc. by sweeping or blower.
8. The Contractor is expected to cut/mow/strim as close as possible to fixed obstructions. That includes all areas of clover/nettles etc. that fall within large areas of grass. Moveable obstructions should be removed to facilitate cutting and replaced before the Contractor leaves site.
9. The Contractor should take care in areas of spring bulbs and flowers and avoid them during the growing and flowering season. Cutting of these patches should only commence four weeks after the flowers have died back.
10. In very wet conditions, all operations involving grass cutting shall cease until the conditions allow operations to commence without damaging the surface levels or contours of the land.
11. Should the Contractor cause damage to the surface levels or contours or create divots during grass cutting then the Contractor will at his own expense repair and re-instate such damage forthwith.
12. Since it is not possible to predict accurately the number of cuttings, which may be required on any site in any year, the Schedule of Works includes a likely frequency of cuts that will be needed. The Contractor will be paid for each cut agreed with the Parish Clerk.
13. All persons operating cutting machinery must be satisfactorily trained, and the Council reserves the right to ask the Contractor to provide adequate proof that his/her operators are competent, well trained, and conversant with Health & Safety legislation.
14. If spraying is required as a weed control measure, then Certification of the relevant qualifications, COSHH etc. will be provided by the Contractor to the Parish Clerk prior to spraying works commencing.
16. Unless otherwise agreed by the Council and the Contractor notified in writing by the Parish Clerk any additional work will be included as part of this Contract. This work may/will be added to the Schedule of Works for a subsequent year under the terms of the Contract.
17. Any incidence of Japanese Knotweed or other invasive plants must be reported immediately to the Clerk and any disposal must be done as per the Environment Agency guidelines. Therefore, the contractor and their staff should be familiar with the identification of most common invasive non—native plants.
18. If grass cuts are not satisfactory the contractor will be advised that the defective work must be corrected at their own cost in 5 working days from notification by the Parish Clerk to the contractor.
19. If for any reason the contractor cannot complete the planned grass cut(s) due to any obstruction, highway repair or burial/funeral services at any location this should be reported to the Parish Clerk within 24 hours. Operations must cease for the duration of a burial or funeral service at either the Cemetery or Churchyard site.
20. The Parish Council is keen to work with the contractor to improve the state of the roadsides for all users and residents by keeping amenity grass areas, verges and paths in a very good state of tidiness, safe to use and enjoyed by the community and two-way feedback is welcomed to achieve this. The Parish Council is an entrant in

the East Midlands in Bloom Best Kept Village Competition and judging will take place in the first two weeks of July so the contractor will be expected to liaise with the Clerk to ensure that grass-cutting will be undertaken at an optimal time to ensure the village is looking good ready for the judging day in July.

APPENDIX C

Schedule of Works

Lot A — Cemetery and cemetery extension

All grass areas to be cut every two weeks from late-April/early-May to late October ready for Remembrance Day service at the War Memorial. More cuts may be required during the peak growing period as agreed with the Parish Clerk. Part of the Cemetery may have a 'no-mow' or limited cutting during the growing season as part of the Council's biodiversity policy and this chosen area will be identified to the contractor.

All fences and boundaries to be strimmed along. To include strimming around/under benches, gateways, memorials and other obstructions

All paths around the grassed areas to be cleaned by sweeping or with a blower after each cut. All paths to be straight edged and kept weed free.

All grass/cuttings may be stored in the compost bin area and removed from site as required (as the concrete bins fill up).

The Cemetery extension area (the uncultivated area behind the main Cemetery hedge) should be kept trimmed and weeds kept under control throughout the contract.

Lot B — St Helen's Church, Mareham le Fen Churchyard

All grass areas to be cut every two weeks from late April — October. More cuts may be required during the peak growing period as agreed with the Parish Clerk.

All church walls and boundaries to be strimmed along.

God's Acre — Wild Flower Meadow in the churchyard must not be cut until September.

To include strimming around/ under benches, gateways, memorials and other obstructions.

All paths around the grassed areas to be cleaned by sweeping or with a blower after each cut.

All paths to be straight—edged and kept weed free.

All grass/ cuttings to be removed from the site as required.

Lot C — Grass verges along roads, along pavements, paths and residential area verges

All grass verges identified on the maps must be cut two-weekly late-April/early-May until late-October.

Cuts should be two weeks apart and no more than four weeks apart.

Flail, mower or strimming may be used to achieve the specified standard of cut.

The cutting of grass verges in this Lot has been delegated to Mareham le Fen Parish Council under the annual Lincolnshire County Council Parish Highways Agreement. Detailed maps are provided to ensure all the areas covered by the agreement are cut. There are approximately 16,000 square metres to be cut.

To include strimming around/ under benches, gateways and other obstructions.

All paths around the grassed areas to be cleaned by sweeping or with a blower after each cut.

The cutting of verges in this Lot has been delegated to Mareham le Fen Parish Council under the annual Lincolnshire County Council Parish Highways Agreement. Detailed maps are provided to ensure all the areas

covered by the agreement are cut.

Lincolnshire County Council provides a document called 'H3 Verge Mowing by Parishes'. Contractors must be aware of this document and ensure that they comply with its provisions.

Lot D – Hedge Cutting and trimming around St Helen's Church churchyard and Mareham le Fen Cemetery

The contractor is expected to keep the hedges trimmed and in good shape around these two sites. The hedges must not block the public footpaths alongside the churchyard. The hedges in the Cemetery must not obstruct or damage Memorials or block easy passage.

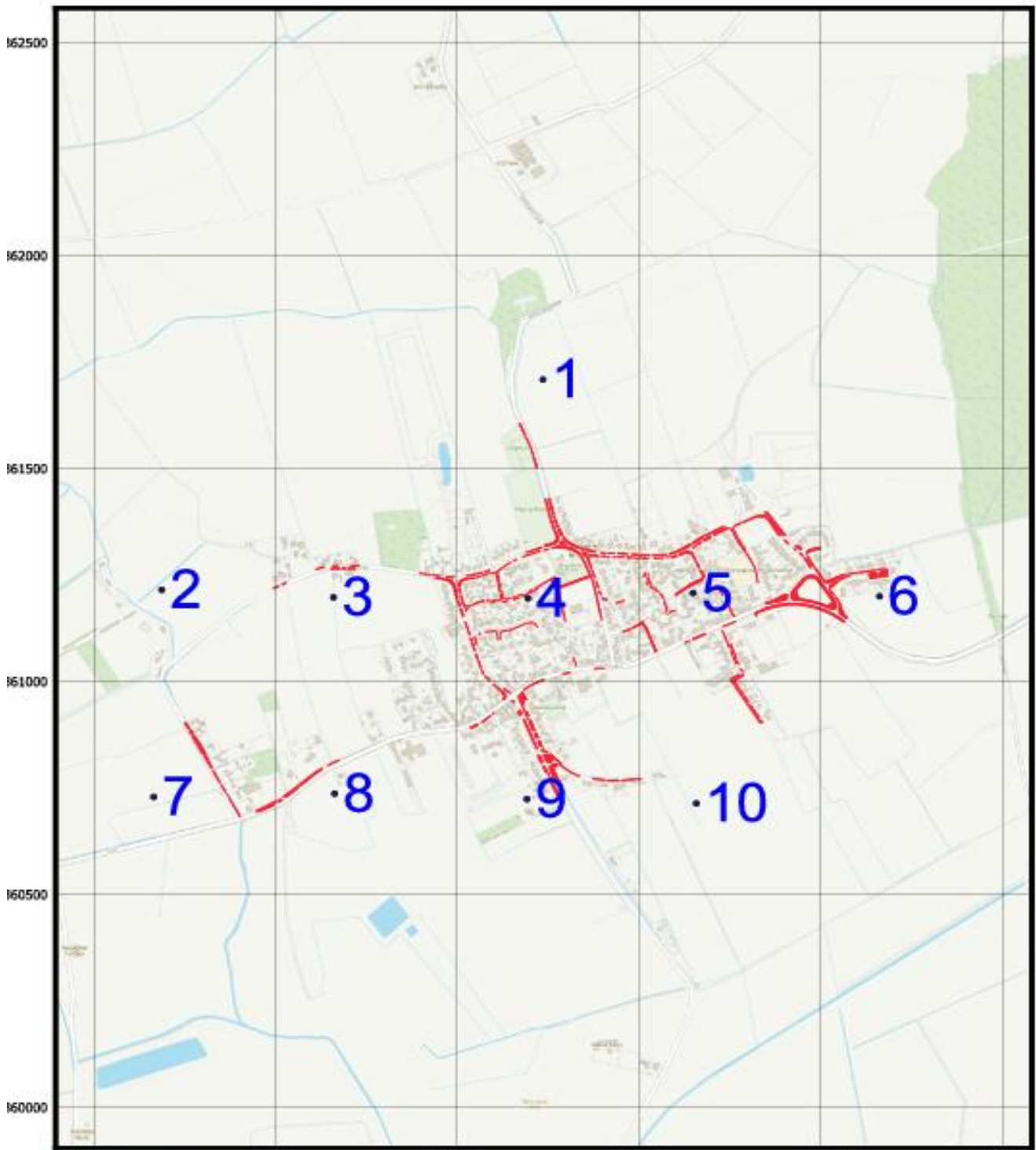
It is expected that two cuts will be undertaken during the growing season. Preferably avoiding any bird nesting period.

All hedge trimming and cuttings must be removed by the contractor immediately after being cut.

Appendix D

Maps of the Village and areas to be cut/maintained under Lot C

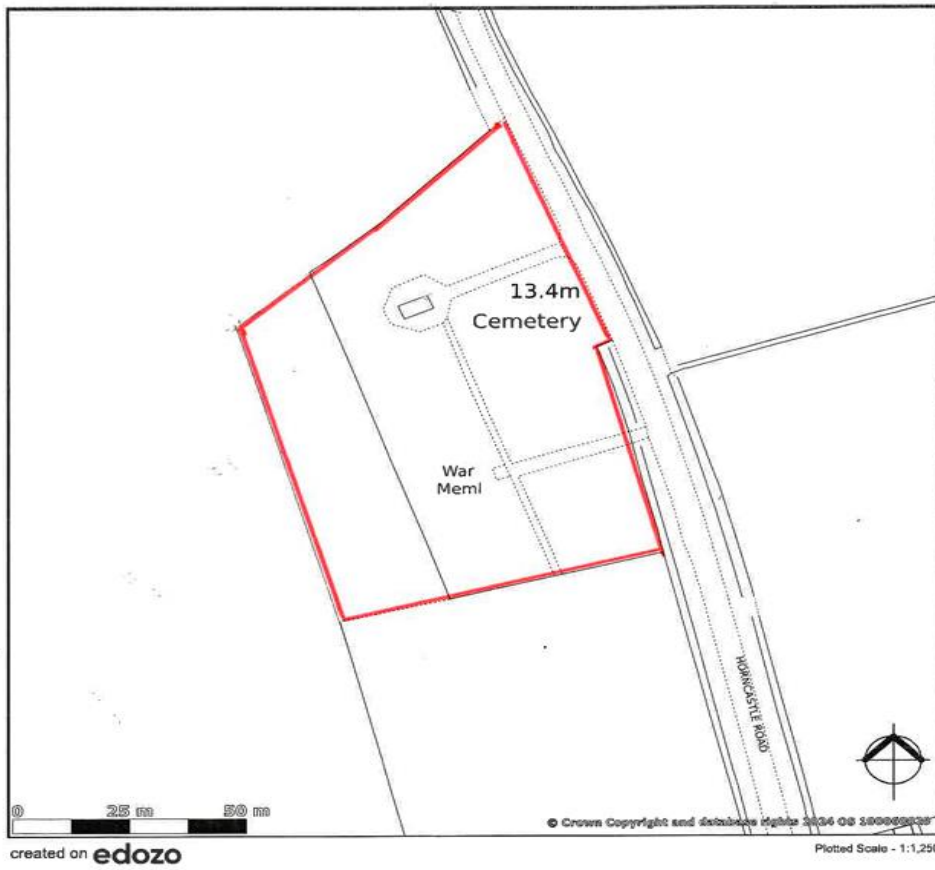
LCC Highway Urban Grass Cutting Plan



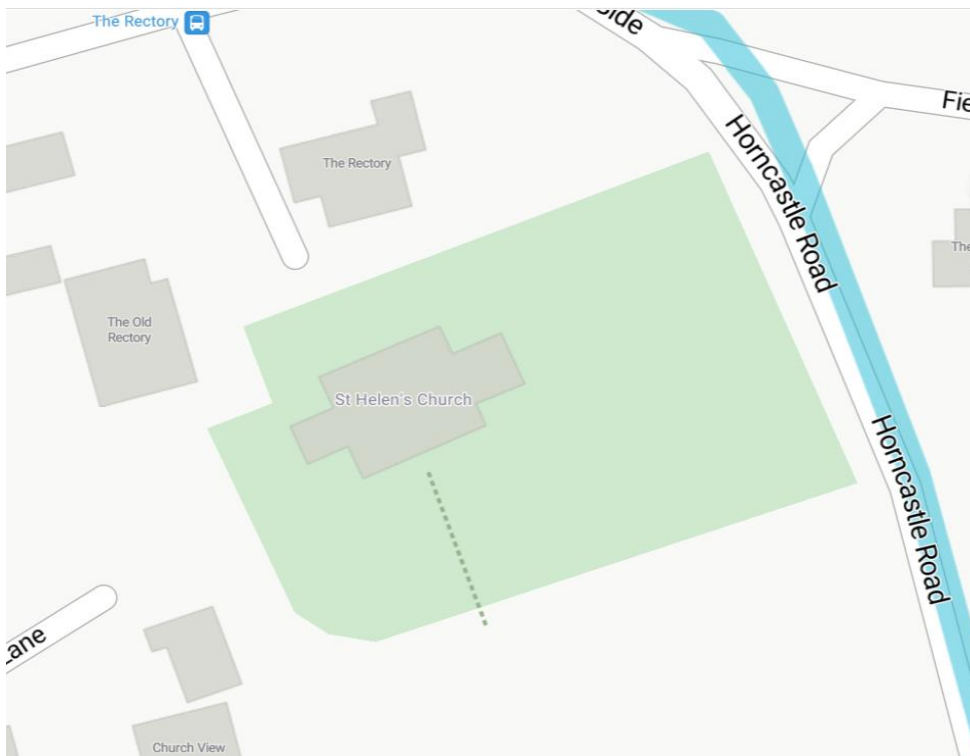
	Cut by Parish Council	Location	Plan
		Mareham Le Fen	Index

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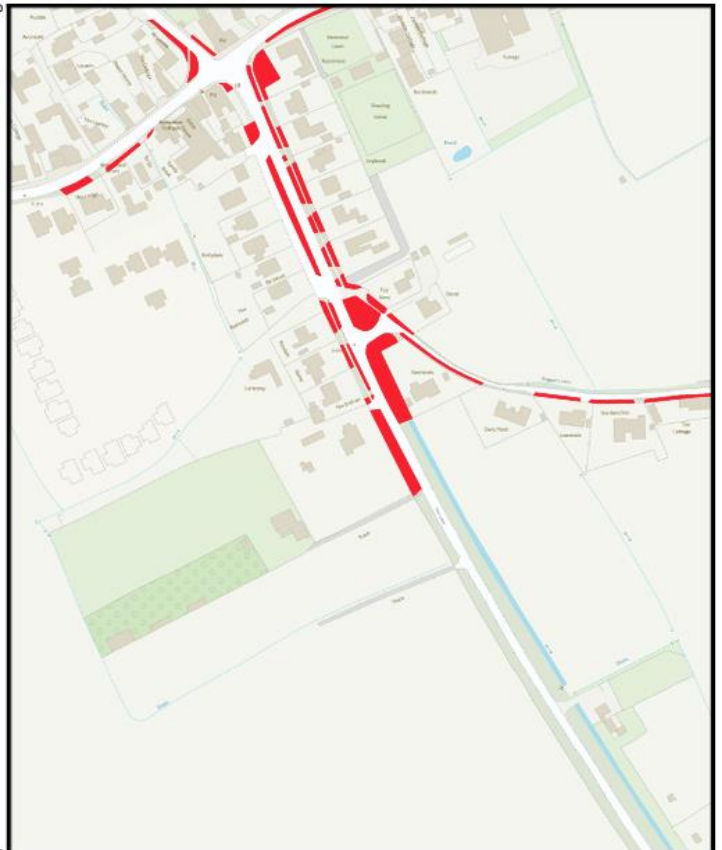
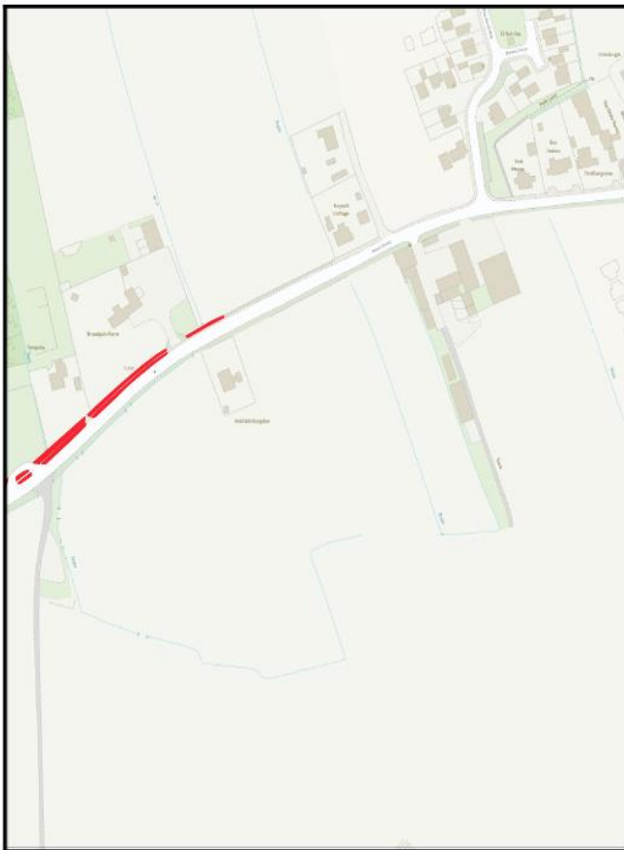
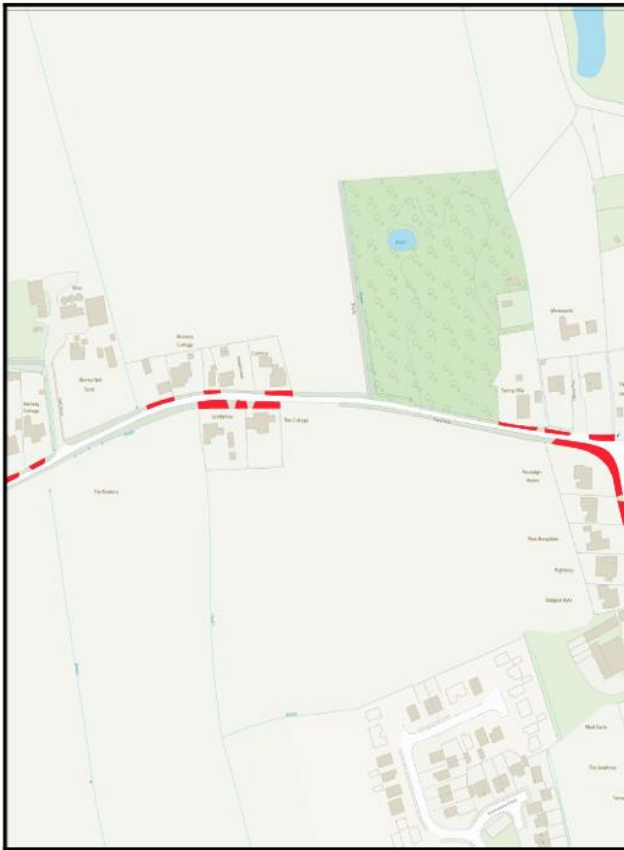
Lot A – Cemetery and Cemetery Extension, Mareham le Fen



Lot B – St Helen’s Church churchyard



Lot C – detailed maps of the areas to be cut – maps 3,4,8,9 from the Index Map.



Lot C – detailed area maps of Lot C – maps 5,6,10 from the Index Map.

