

BOTTESFORD TOWN COUNCIL
WEEDKILLER APPLICATION CONTRACT 2024-2025

1. **Bottesford** Town Council ("the Council") hereby invites xxxxxxxxxxxxxxxxxxxx to carry out of the service of Weedkiller application to all the Parks stated in the Contract documents.
2. **xxxxxxxx** should ensure that they are completely familiar with the nature and extent of the obligations to be accepted by them from the tender documents.
3. Any queries regarding the interpretation of any part of the Contract documents should be addressed to the Town Clerk.
4. Before starting work the Contractor is advised, at his own discretion, to visit the sites to satisfy himself as to the full extent of the Contract Specification. No claims arising from failure to do so will be accepted.
5. **Work will commence on 1 April 2024 to 31 March 2025.**

Conditions of Contract

Quality of Work and Equipment

The quality of work must be of the highest standard and shall conform to all relevant British Standards, Specifications and Codes of Practice & Government guidelines.

The contractor is responsible for providing all equipment, labour, and materials to carry out the operations detailed in the tender specification. The Council will not be liable for any damage to contractor's own equipment caused by carrying out work for the Council.

Duration of Contract

The duration of the Contract will be from 1 April 2024 to 31 March 2025. There will be no opportunity to alter the rates tendered during the term.

Contract price £xxxxxx per annum

Payment to Contractor

The Contractor will submit a monthly account in arrears, detailing a schedule of the works and dates completed, by the first Monday of each month. Following approval by Council payment will be made on the second Wednesday of each month by bacs transfer.

Termination of Contract

Should, in the opinion of the Council, the service provision be deemed to be of an unsatisfactory standard, or any other contravention of these contract terms occurs you will be deemed to be in breach of contract and the contract will be terminated with immediate effect. However, the Contractor will be given notice by the Council and given the opportunity to improve standards within an agreed timescale.

Should the Contractor wish to terminate this contract, a minimum of three months' notice must be given.

A 3-month review of the schedule of work will be carried out by the Council.

Insurance

The Contractor is required to have and keep up to date a minimum of £10,000,000 Public Liability insurance. A Certificate of Insurance to this effect must be produced to the Town Clerk for inspection on request. The Contractor shall indemnify and keep indemnified the Council against all losses, claims and proceedings of any nature whatsoever in respect of injury or damage to any property or persons or animals arising out of negligence, poor workmanship, or failure to notify the Council of any action likely to cause injury or damage to a third party, on the part of the contractor its servants or agents in the performance of this Agreement.

Health and Safety

The Contractor must undertake the spraying operations in an orderly manner complying with all relevant Health & Safety regulations. Measures must be taken to minimise any risk to the public including signing for public safety. All work to comply with the Code of Practice for Safety at Street Works and Road Works - <https://www.gov.uk/government/publications/safety-at-street-works-and-road-works>

Any vehicle used must be parked so as not to contravene any parking restrictions and/or present any obstruction to other road users and the public.

The Contractor shall comply with the requirements of the Health and Safety at Work Act 1974 and any other acts, orders, regulations, and codes of practice relating to Health and Safety, which may apply to employees and other persons working on the objectives.

Before commencing work the contractor must provide a Specific Method Statement to cover all activities undertaken under this contract & supply applicable task specific risk assessments, and copies of any relevant COSHH assessments.

All works to be carried out by fully qualified and experienced operatives.

The contractor's operatives shall hold relevant qualifications for specialist tasks as necessary and provide confirmation of this to the Council on request.

Specification of Works – as per attached schedule of works

1. In very wet conditions all operations shall cease until conditions allow operations to recommence.
2. The Contractor will at all times during the period of the Contract ensure that machines are properly guarded and maintained so as to present no danger to the operator, surrounding structures, vehicles, or any person in the vicinity of operations.
3. The Contractor will provide his staff with appropriate PPE, (safety glasses, boots, reflective vests etc.), and will ensure that staff use these at all times they are engaged in work for the Council.
4. Ensure the contractor is qualified and systems in place with storing and use of herbicides in accordance with current HSE legislation.
5. A programme of the schedule of works will be passed to the Town Council prior to the commencement of the contract.
6. The Contractor will undertake work on the instructions of the Town Clerk or nominated deputy only.
7. The Contractor must notify the Town Clerk when the work has been completed.
8. The Contractor will effectively manage and respond to the Clerk any concerns/complaints received.

Signed by xxxxxxxxxxxxxxxxxxxxxxxxxxxx

Name and Position

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Date

Signed by Chairman of Bottesford Town Council

Mayor J Davison

Date.....

Clerk to Bottesford Town Council, Town Clerk
Civic Hall, Valley Park, Bramley Crescent, Bottesford
DN16 3SN
clerk@bottesford.org Telephone: 01724 859057