

ST. BRIAVELS PARISH COUNCIL

Contract Conditions and Specification for Grass Cutting in St. Briavels from March 2023

Maintenance of Grassed Areas: Contract Conditions

1. Tendering Instructions

- 1.1 Bidding contractors are requested to complete the Tender Form provided at the end of this document and supply appropriate documents and references, following their full consideration and acceptance of the following conditions.
- 1.2 No alterations shall be made by the Contractor to the text of the tendering documents, unless directed to do so. The Contractor shall notify the Clerk immediately of any omissions or unclear instructions or text. The Contractor will be deemed to have acquainted himself/herself with all matters relating to the sites, access and contract prior to tendering. No claims due to want of knowledge in this respect shall be entertained.
- 1.3 The Contractor will be deemed to have allowed in his/her prices for the cost of complying with all the requirements of this tender. He/she shall pay particular attention to the requirements of the specification and shall point out, at the time of tender, any proposed deviation from, or inability to comply with its requirements.
- 1.4 Contact details of at least 2 references will be required and must include at least one other local council in the district.
- 1.5 Tenders are to be submitted in a sealed envelope marked 'Tender for Grass Cutting' and this envelope sent to:

**St. Briavels Parish Clerk, 'Tender for Grass Cutting'
c/o 2 Abbott Rd, Severn Beach, South Gloucestershire, BS35 4PU**
- 1.6 Tender envelopes must reach the Clerk as Proper Officer by 12 midday on Tuesday 3rd January 2023 .
- 1.7 The council is not bound to accept the lowest price or any tender. The council's decision is final, and no correspondence will be entered into on the reasons why a tender has been rejected. Bids will be assessed using criteria to include price, quality and experience, and local proximity to minimise carbon emissions and support local employment.
- 1.8 The council will issue its decision response letter before the end of January 2023.

2. Contract Particulars

- 2.1 The conditions applying to this contract shall be the appropriate laws of English contract. The contract period shall be for three years, and the date of commencement will be 1st March 2023. The Parish Council reserves the option to extend the contract for a further one year at the same rates, (i.e., 3+1). The rates are subject to annual provision for inflation (CPI at previous September) for each subsequent year of the contract, and any changes in government legislation, which affects the price of the work.
- 2.2 The Contractor shall comply with the provisions of the Health & Safety at Work etc. Act 1974 in all respects, together with all regulations pertaining to the use and transportation of mowing machinery on highways and shall furnish the Council with a copy of its current risk assessment for the contract and its H&S policy.
- 2.3 The Contractor shall have adequate current insurance against claims for third party and public liability and for employer's liability. Minimum cover shall be £5,000,000 for public liability and proof will be required that such insurance is valid for the period of the contract.
- 2.4 The Contractor agrees not to bring, cause or permit to be done or brought, any object, matter or thing upon the grassed areas by which any policy of insurance of the landowner would or might be prejudicially affected.
- 2.5 Invoices are to be submitted by email attachment to the Clerk monthly in arrears and within one week of month end. The Parish Council will then authorise payment at the next meeting following receipt of the invoice. The contractor will identify on the invoice, VAT details, the sequence and dates of any cuts made within the month for which the invoice is raised, as per the schedule stated, or as otherwise agreed in writing with the Parish Council's nominated representative.
- 2.6 The Contractor will liaise with, and take instructions from, a nominated Councillor as directed by the Clerk.
- 2.7 The Parish Council Clerk will provide 28 days written notice of any formal amendment or variation to the areas of grass to be cut. Within that 28-day period, the contractor shall agree with the Parish Council revised costings for each type of area involved (viz. Amenity, Border / Churchyard, Wildflower). Formal acceptance of the revised costing(s) will be notified by the Clerk.
- 2.8 Any remedial action where areas are missed, or service provided below standards are to be made good by the contractor as soon as possible and at their cost. The contractor is asked to report any difficulties or barriers to service provision to the nominated councillor to remedy any issues.
- 2.9 The Parish Council may terminate this agreement with immediate effect if it is not satisfied with the quality of the service provided by the Contractor. Prior

to that all reasonable efforts will be made to resolve any performance issues and to understand and maintain a good and fair contractual relationship.

Maintenance of Grassed Areas: General Conditions

3. Plant Maintenance

- 3.1 All mowing and strimming machinery shall be well maintained and have properly adjusted sharp blades, guarded in accordance with the Manufacturer's instructions. The Contractor shall brush off mowing equipment and clear prime mowers of all loose grass before traversing site roads and public highways. Arisings (grass cuttings) are to be removed or evenly distributed over grassed areas and not left in mounds.

4. Preliminary Inspections

- 4.1 Preliminary inspection of the area to be cut must be allowed for and carried out prior to each cut. All litter and debris shall be removed to a tip off-site by the Contractor before cutting.

5. Cutting

- 5.1 Mowing shall be carried out in alternate directions at every visit, unless specified otherwise. Whole areas and grass margins shall be trimmed to the same standard on the day of prime ^(a) mowing or as near as possible to that day.
- 5.2 The Contractor is to allow for a maximum of 18 full cuts,^(b) between March and early November for all Amenity areas. The Council requires the contractor to "cut-only" (that is, there is no requirement to collect grass cuttings) these Amenity areas.
- 5.3 The Council requests cuts of the Border/ Churchyard/Cemetery around every 10 days (which equates to about 22 cuts per season). These additional partial cuts ^(c) will be agreed as "cut only" or "cut and collects" (remove all cuttings) to maintain neatness.
- 5.4 The Council may require, upon request, the contractor to "cut and collect" (cut and collect all grass cuttings) in additional areas eg "The Tump" for special events, or other agreed areas for the first 2 or 3 cuts of the season but may be more, dependent on weather conditions. The Parish Council's nominated representative will request a "cut and collect" after discussion with the contractor.
- 5.5 The Council recognises that with seasonal changes, and weather conditions, it may be necessary to request more or less cuts in the year. The Parish Council's nominated representative is delegated to authorise more or less cuts after discussion with the contractor.

- 5.6 The height of a cut will be as deemed appropriate by the Contractor for each area. The Parish Council reserves the right to request any area to be cut to a specific height on one occasion only or on a regular basis, this to be confirmed in writing from the Council's nominated representative or the Clerk. Acceptance of any resulting change in cost, as notified in writing by the contractor, will be confirmed by the Clerk.
- 5.7 In drought conditions height and frequency of cut shall be agreed with the Parish Council. In periods of prolific growth, the Parish Council may request extra cuts. Extra cuts to those scheduled will be at the Council's expense but should not be undertaken without prior written/e-mail authority from the Council's nominated representative or the Clerk to the Council.
- 5.8 Clippings falling on to roads, footpaths, steps, paths, memorial tablets etc. must be removed from the surfaces before the Contractor leaves site. Particular care is required in the cemetery and churchyard areas.
- 5.9 Grass around memorials shall be regularly trimmed back to prevent its encroachment over those memorials.
- 5.10 The grassed areas shall be mown to within 0.3m of any building, border, fence line, tree and any other feature or obstacle.
- 5.11 Any grass remaining close to any building, border, fence line, tree and any other feature or obstacle is to be removed by strimming.
- 5.12 Where bulbs are observed, due care should be taken not to mow until the plant's foliage have died back, and timing agreed with the nominated Councillor.

6. Procedure in Wet Weather

- 6.1 During periods where ground conditions are so wet as to prevent grass cutting without causing damage to the surface or levels of the ground, or producing divots, the Contractor shall cease grass-cutting operations and notify the Parish Council of their actions.
- 6.2 Should the Contractor damage the surface or levels of the ground or create divots during grass cutting operations, they shall reinstate such damage at their own cost, to the satisfaction of the Parish Council.

7. Grass Areas

- 7.1 All grass areas to be cut are on the St. Briavels grass cutting maps. There are two sets of maps, and a parish overview for context. The location maps show where each detail area is in relation to others and in relation to the roads; the detail maps give a better definition of the exact areas to be cut.

- 7.2 Details of the various areas to be cut are provided at Appendix A, and classified as Amenity, Border/Churchyard, and Wildflower, with definitions provided.
- 7.3 Should the Council wish to add further areas of grass to the contract, these will be agreed upon and the grass cutting maps, Appendix A and payments amended as necessary by formal variation or Addendum.

8. Wildflower Areas

- 8.1 The Parish Council is aiming to restore native wildflowers in selected areas of the village. These areas are to be cut as detailed in Appendix A and the grass cutting maps. This will include cut borders to maintain visibility and definition of wildflower areas.
- 8.2 All wildflower areas should be cut in a dry spell when the grasses and flowers are going to seed – usually by mid-July. The cuttings must be removed in order to reduce soil fertility.
- 8.3 The mowing regime for wildflower areas is as follows:
- **Mid July** (cut and collect during dry weather on a date recommended by the contractor and agreed with the nominated Councillor.
 - **End of season:** cut and collect during dry weather on a date recommended by the contractor and agreed with the nominated Councillor.
- 8.4 Where a border is cut around the wildflower areas to define a boundary the cuttings must be removed to reduce the fertility of the soil and promote greater floral diversity.
- 8.5 Large weeds (docks, thistles, ragwort etc.) within wildflower areas will be removed by hand by volunteers from the Parish.

Notes:

- (a) 'Prime' meaning when the main machine mowers are being used.
- (b) A full cut involves cutting, mowing and/or strimming every grassed area as marked on the grass cutting maps and per Appendix A as "Amenity" or "Border/Churchyard" (i.e., excluding areas identified as "Wildflower").
- (c) A partial cut involves cutting, mowing and/or strimming only the areas of St. Mary The Virgin's Church graveyard and cemetery, and the areas of border grass just in front of St. Briavels Primary School.

Contract made between:

TO BE COMPLETED FOLLOWING TENDER PROCESS

Contractor Details:

Name of company

Name of Representative

Position

Full contact details:

- Name
- Telephone
- Mobile
- Email
- Address

Signed: Date: 2023

and

St. Briavels Parish Council of
c/o 2 Abbott Rd, Severn Beach, South Gloucestershire, BS35 4PU

Signed: Date: 2023

Signed: Date: 2023

St Briavels Parish Council Grass Cutting Contract – Tender Form to complete

Contractor Details:

Name of company

Name of Representative

Position

Full contact details:

- Telephone/
- Mobile
- Email
- Address

The charges for the cuts as outlined in this specification commencing March 2023, subject to para 2.1, are as follows:

Cut areas	Charge (excluding VAT)
Amenity areas and Border/ Churchyard/Cemetery – cut only	£ per cut
Amenity areas - cut only, and Border/ Churchyard/cemetery - cut and collect	£ per cut
Amenity areas - cut only	£ per cut
Border/ Churchyard/cemetery - cut only	£ per cut
Border/ Churchyard/cemetery - cut and collect	£ per cut
The Tump - cut and collect (special events)	£ per cut
Wildflower areas cut and collect (x 2 per year)	£ per cut

Reference Contact Details:

Reference 1:

Reference 2: