

**CONTRACT**  
**BOTTESFORD TOWN COUNCIL**  
**PUBLIC RIGHTS OF WAY**

1. **Bottesford** Town Council ("the Council") hereby invites xxxxxxxxxxxxxxxxxxxx to carry out of the service of Highways Verge Cutting in accordance with the Contract documents.
2. xxxxxxxxxxxx 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.

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.

**Price per Cut**

Price agreed per cut £xxx + vat Footpaths

Price agreed per cut £xxx + vat Bridleway

**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.

**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 cutting 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 Work**

1. The areas are shown on the attached schedule and definitive maps for Bottesford. See Appendix A
2. The minimum specification required is a cut to a length of 50mm over a width of 1.5 metres for footpaths and 3 metres for other areas (where the physical width permits), and should include surface growth, overhanging growth (allowing a height of at least 6.5 feet on a footpath and 10 feet on other ways), and growth around signposts, waymark posts and structures, such as bridges, gates and stiles; but not hedges (unless these are rooted within the path or way itself), nor crops, or trees or other vegetation ostensibly being grown for commercial reasons.
3. A programme of works schedule must be agreed with the Town Clerk prior to 1 April 2024.
4. Cutting will be a minimum of **three** cuts between early April and mid-October.
5. The first cut and final cut will be according to season growth patterns and agreed with the Town Clerk or Deputy.
6. The number of cuts may be varied according to seasonal grass growth and by agreement with the Town Clerk. The Contractor will be paid on a pro-rata basis for more or less cuts.
7. Notify the Town Clerk when cuts have been completed.
8. In very wet conditions all operations involving grass cutting shall cease until conditions allow operations to recommence without damaging the surface levels and contours of the ground or grass.
9. Prior to cutting any area the Contractor will;
  - i) ensure that it is free of significantly large stones, paper, tins, bottles, and other debris.
  - ii) inspect each site for areas of potential hazard and inform the Council immediately of any specific hazards.
10. 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.
11. 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.
12. All grass will be cut cleanly and evenly and without damaging the existing surface.
13. Strimmer's must not damage any trees, shrubs etc or permanent or removable fittings.
14. Any damage or areas of work not carried out to the approval of the Council will be made good by the Contractor forthwith at his own expense and to the satisfaction of the Council.
15. During the period of the Contract no growth regulators of any form will be applied to any area.
16. The Contractor will undertake work on the instructions of the Town Clerk only.
17. The Contractor will effectively manage and respond to the Clerk or nominated deputy any concerns/complaints received.
18. The Town Council must be contacted and agree to the use of a sub-contractor.

Signed by xxxxxxxxxxxxxxxxxxxxxx

Name and position .....

Date .....

Signed by Chairman of Bottesford Town Council

Mayor John Davison .....

Date.....

Clerk to Bottesford Town Council, The Town Clerk  
Civic Hall, Valley Park, Bramley Crescent, Bottesford  
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