

Contract for Grounds Maintenance, Grass Cutting and other Ancillary Works

Bromyard By-Pass and Associated Areas, Bromyard Open Spaces, St. Peters Churchyard, Riverside Walk, Broadbridge Town Green Cemetery

April 2025 - March 2028

## CONTRACT FOR GROUND MAINTENANCE, GRASS CUTTING AND OTHER ANCILLARY WORKS

### Grass Cutting Bromyard By-Pass and Associated Areas Bromyard Open Spaces St. Peter's Churchyard Town Green Riverside Walk, Broadbridge Cemetery

April 2025 – March 2028

Bromyard and Winslow Town Council invite Quotations for carrying out grass cutting, and maintenance as detailed above for a three-year period commencing 1<sup>st</sup> April 2025.

Full details and further information can be obtained from the Clerk or by phoning the office.

## Closing date for return of Quotations – Friday 14th February 2025 – 9am

Karen Mitchell Town Clerk

Bromyard & Winslow Town Council Council Offices The Old Vicarage Rowberry Street Bromyard HR7 4DU

Tel:(01885) 482825E-mail:clerk@bromyardandwinslow-tc.gov.uk

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## CONDITIONS OF CONTRACT

- 1. Prospective contractors are prohibited from contacting councillors or staff to encourage or support their tender outside the prescribed process.
- 2. The Town Council shall not be obliged to accept the lowest or any tender, quote or estimate.
- 3. To avoid any misunderstandings those who quote are strongly advised to discuss the Contract with the Town Clerk.
- 4. <u>Contractors will be deemed to have inspected the sites concerned and allowed in the quotation for all degrees of difficulty. No claim for extra payment will be entertained arising from the Contractors ignorance of the site conditions.</u>
- 5. Minimum Amount of insurance

£5,000,000 for any one incident. Number of incidents unlimited.

Contractors will be asked to submit their Third-Party Insurance for inspection before commencement of the work.

6. Contract Period

1<sup>st</sup> April 2025 to 31<sup>st</sup> March 2026

 $1^{st}$  April 2026 to  $31^{st}$  March 2028 (conditionally)

#### 7 Financial Arrangements

- i) Type of Quotation Negotiable
- ii) The Contractor shall not include any sum for V.A.T. Payment will be made of this tax according to the current rate for services at the time of execution of the work.
- iii) Any variations to the specification deemed to be thought necessary by either the Contractor or the Town Council during the contract period will be settled as and when they occur.
- iv) All accounts to be submitted monthly together with a report showing dates when work was carried out and the nature of the works carried out.
- v) In the event that the Contractor fails to carry out the work to the total satisfaction of the Council, that the Council may (by giving fourteen days' notice, in writing) cancel any agreement made between the Contractor and the Council and arrange for another Contractor to fulfil the terms of the specification and that any monies outstanding shall be used to defray any additional expenses which the Council may incur by reason of the default.
- 8. Defective Workmanship

The Town Council reserves the right to withhold payment for defective work until the work has been carried out to its representatives' satisfaction in accordance with the specification. Contractors must adhere to the Contracts and any deviation in any way will result in financial forfeit.

9. Payments

Will be made on receipt of an official invoice, in the month following the invoice date. Sums are to be itemised as shown.

#### 10. Health and Safety

The attention of Contractors is drawn to current legislation including the Health and Safety at Work etc. Act in place at the time the Contract is let with which they shall comply. In particular the contractor shall at all times maintain safe and healthy working conditions at all sites and comply with the requirements of Codes of Practice which are applicable to the work being undertaken and ensure that all operatives comply with this clause.

#### Contractors Insurance

Name of Contractor		
<u>Address</u>		
I certify that I hold the	e following Insurance Policies	:-
1) Public Liability	Policy No.	
	Renewal Date	
	Issued by	
2) Employers Liab	pility Policy No.	
	Renewal Date	
	Issued by	
I enclose relevant cop	ies of these certificates	
	Signed	
	On behalf of	
	Date	

Please note that acceptance of this Certificate does not imply that this Council accepts, or has checked as adequate, your insurance details. You are reminded that it is the responsibility of each Contractor to check that his insurance's satisfy the Town Council's requirements. (Note that the Council's minimum requirement for public liability is an indemnity of £5,000,000).

## **GRASS CUTTING - PREAMBLE**

- 1. This Contract is set to maintain amenity areas which belong to or are under the control of Bromyard and Winslow Town Council, to an acceptable standard to the Town Council and to members of the public.
- 2. All areas are open to the public for access or recreational use.
- 3. The Town Council expects a high standard of work to be undertaken by the successful Contractor.
- 4. The work consists of grass cutting, hedge trimming, tree work, weed control and all other items entered in the Schedule of Work.
- The period of the Contract is initially from 1<sup>st</sup> April 2025 to 31st March 2028. Should the work be carried out to the satisfaction of Bromyard and Winslow Town Council, the contractor may be offered an extension to the Contract for a further two years.

# Specification for Grass cutting Contract 2025 - 2028

## Bromyard By-Pass & Associated Areas

This document must be read in conjunction with the plan attached.

1. To cut the grass on the above site at a height of 15-20mm as follows

	Mar 1	April 2	May 3	June 4	July 4	Aug 3	Sept 3	Oct 2	Nov 2			
	and including the strimming of all grass edges to roads, footpaths and fences, trees and any other features as outlined in green on the plan and clear all footpaths of cut grass.											
2.	To cut the grass banks on the By-pass (when the daffodils have died down) as per the above schedule per annum as outlined in pink on the plan.											
3.	To maintain all trees up to 2.5m from the ground on the above sites, removing any wind damaged/vandalised branches, dead and dangerous trees from site. To remove all succouring tree growth, brambles etc.											

£ .....

4. Cost of additional cuts, if required.

The Contract is for a three-year period commencing on 1<sup>st</sup> April 2025 based on a price for 2025 with an allowance for inflation for the two subsequent years.

## Specification for Grass cutting Contract 2025 - 2028

## Bromyard Open Spaces

Bramley Orchards, Chestnut Way, Hereford Rd, Nunwell Park, Oak Close, Pear Tree Close, Stonehill Close & Winslow Road

This document must be read in conjunction with the plan attached.

1. To cut the grass on the above sites outlined in green at a height of 15-20mm as follows

Mar	April	May	June	July	Aug	Sept	Oct	Nov	
1	2	3	4	4	3	3	2	2	
and including the strimming of all grass edges to roads, footpaths and									

fences, trees and any other features as outlined in green on the plan and clear all footpaths of cut grass. £ .......

2. To strim and keep the footpaths areas clear of brash, outlined in pink on the plan.

£ .....

£ .....

£ .....

(Winslow Road & Bramley Orchards)

3. To maintain all trees up to 2.5m from the ground on the above sites, removing any wind damaged/vandalised branches, dead and dangerous trees from site. To remove all succouring tree growth, brambles etc.

4. Cost of additional cuts, if required.

The Contract is for a three-year period commencing on 1<sup>st</sup> April 2025 based on a price for 2025 with an allowance for inflation for the two subsequent years.

Payment will be made monthly in arrears on submission of invoice.

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# Specification for Grass cutting Contract 2025- 2028

## Riverside Walk, Broadbridge, Bromyard

This document must be read in conjunction with plan attached.

1.	To cut the grass on the above site at a height of 15-20mm as follows										
	Mar 1	April 2	May 3	June 4	July 4	Aug 3	Sept 3	Oct 2	Nov 2		
	and including the strimming of all grass edges to roads, footpaths and around fences, trees and any other features. To collect grass after all cuts on Riverside Walk as outlined in orange on the plan.										
2.	To maintain all trees up to 2.5m from the ground on the above sites, removing any wind damaged/vandalised branches, dead and dangerous trees from site. To remove all succouring tree growth, brambles etc.										
3.	during	the late	e summ	er seas	on. All d	removi clipping: v on the	s to be		-	£	
4.	Cost of	additio	onal cut	s, if req	uired.					£	

The Contract is for a three-year period commencing on 1<sup>st</sup> April 2025 based on a price for 2025 with an allowance for inflation for the two subsequent years.

# Specification for Grass cutting Contract 2025 - 2028

## <u>Town Green</u>

This document must be read in conjunction with the plan attached.

1. To cut the grass on the above site at a height of 15-20mm as follows Mar April May June July Sept Oct Nov Aug 1 2 3 4 4 3 3 2 2 and including the strimming and edging of all grass edges to footpaths and fences, trees and any other features and clear all footpaths of cut grass. To collect grass after all cuts on the Green as outlined £ ..... in orange on the plan. 2. Cut hedge between Town Green and Reserved Car Park marked blue on the attached plan 3 times per year £ ..... 3. To maintain all trees up to 2.5m from the ground on the above site, removing any wind damaged/vandalised branches, dead and dangerous trees from site. To remove all succouring tree growth, brambles etc £ ..... Cost of additional cuts, if required. 4. £ .....

The Contract is for a three-year period commencing on 1<sup>st</sup> April 2025 based on a price for 2025 with an allowance for inflation for the two subsequent years.

## Specification for Grass cutting Contract 2025 - 2028

## St. Peter's Closed Churchyard,

This document must be read in conjunction with the plan attached.

- 1. To cut the grass on the above site, coloured green on the attached Plan, at a height of 15-20mm as follows April May June July Mar Aug Sept Oct Nov 2 1 2 3 3 2 3 4 4 including the strimming of all grass edges to roads, footpaths and fences, trees and any other features and clear all footpaths of cut grass. To collect grass after all cuts. £ .....
- To maintain all trees up to 2.5m from the ground on the above sites, removing any wind damaged/vandalised branches, dead and dangerous trees from site. To remove all succouring tree growth, brambles etc. and to keep the Churchyard North, West and East boundary walls free from ivy.
  - To spray path edges in the Churchyard using approved total weed killer at the recommended rate and time in the Spring.
    \* Outlined in blue on the plan.

£ .....

4. Cost of additional cuts, if required.

The Contract is for a three-year period commencing on 1<sup>st</sup> April 2025 based on a price for 2025 with an allowance for inflation for the two subsequent years.

# Specification for Grass cutting Contract 2025 - 2028

## Bromyard Cemetery

This document must be read in conjunction with the plan attached.

#### I. Mowing, Path Clearing and Grounds Maintenance

1.1 Mow all grassed areas including all graves and cremation plots as per the schedule below:-

	Mar 1	April 2	May 3	June 4	July 4	Aug 3	Sept 3	Oct 2	Nov 2		
	All grass clippings to be removed from the Cemetery after each mowing, and all mem need to be left in a clean condition. Strim all the grave edges and other obstructions including the edges of footpaths and clear and remove all clippings at the same time as mowing. £.										
1.2	age to		n neat a	nd heal	thy plan	its. Rem	iove roo	ts and i	, season a nvasive p	lants as	£
1.3			-					•	r year (ap heights.	proximately	£
1.4	•	pproved recomm			•	•		ing the p	growing s	eason	£
2.5	Cost c	of additi	onal cut	s, if req	uired.						£
1.6	Under	take pes	st contro	ol as nec	essary.						

# 2. General Maintenance

- 2.1 Generally, the contractor will not be responsible for the maintenance of graves which are being tended by someone else. Where it is, or becomes, apparent that the graves are not maintained by anyone then they are, or become, the responsibility of the contractor.
- 2.2 Remove and redistribute any excess soil (other than soil produced from grave excavation), for example mole hills, as required.
- 2.3 Top up graves if they sink below ground level If, twelve months after a burial, there is still a mound of earth then this should be levelled and the ground reseeded or turfed as appropriate.

#### 3. Restrictions on Working

- 3.1 No work under this contract may be carried out in the hour preceding, in the hour following, or during, a funeral service.
- 3.2 The contractor must not interrupt or hinder the work of other authorised persons in the cemetery such as gravediggers or stone masons and members of the public attending graves.
- 3.3 Ensure that no damage is caused to drives and footpaths by equipment or means of working and that the free passage of vehicles or persons to drives or footpaths is not prevented.
- 3.4 The contractor is not permitted to leave equipment or materials unattended.
- 3.5 The contractor is responsible for maintaining decorum among his operatives at all times.
- 3.6 No burning to take place on site. All rubbish to be removed.

#### 4. Reporting

- 4.1 Report to the Clerk to the Burial Committee immediately, any damage caused in or to the cemetery whether by the contractor, his operatives and equipment or any other person.
- 4.2 Report to the Clerk to the Burial Committee any problems with the water supply.
- 4.3 The contractor is not normally responsible for the maintenance of memorials, but must report any which require repair or appear to have become dangerous.
- 4.4 No payment will be made without the appropriate detailed invoice being submitted to the Clerk.

#### 5. Notes

5.1 The use of all weed killers and similar is a complex area and the Contractor should ensure that their use is in full compliance with all the laws. Further guidance can be found on the HSE website.
(See www.pesticides.gov.uk/guidance/industries/pesticides)

The Contract is for a three-year period commencing on 1<sup>st</sup> April 2025 based on a price for 2025 with an allowance for inflation for the two subsequent years.