



ROLLESTON ON DOVE PARISH COUNCIL

Mowing Contract between Rolleston on Dove Parish Council

and

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1st April 2024 – 31st March 2027

Mrs Mary Danby
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Contents

1. Standard Contract conditions
2. Specification of Work
3. Schedule of Works

Appendix 1: Specifications for each area

Appendix 2: Maps

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1. STANDARD CONTRACT CONDITIONS

1.1 Officer

The Officer will be the Parish Clerk in post at that present time.

1.2 Extent of Work

The work will comprise of the cutting and strimming of grass on all areas highlighted on the maps (Appendix 2).

The height of the grass should be cut every visit to that appropriate for the use of each space. This is to include the strimming around benches, fences, bushes, trees, hedges and all other fixtures and fittings within each area.

Mowing and strimming of all ditches bordering grassed areas should be undertaken every visit to an acceptable level.

All grass is to be removed from highways and footpaths by sweeping or by the use of a blower.

Although a specific number of cuts has been specified for the Contract, these may vary according to seasonal grass growth and by agreement with the Clerk and Parish Council.

1.3 Site Details

The sites are situated throughout **Rolleston on Dove** parish and are identified on the maps enclosed under Appendix 2. Before tendering the Contractor is advised, at their own discretion, to visit the sites to satisfy themselves as to the full extent of the Contract Specifications. No claims arising from failure to do so will be accepted.

1.4 Workmanship and Equipment

The workmanship must be of the highest standard and shall conform to all relevant British Standards, Specifications and Codes of Practice. Where the Parish Council raises a concern(s) or a complaint is received about the standard of service under this Contract, or any other matter connected with the performance of the Contractor's obligations under the Contract, then the Parish Council shall notify the Contractor and, where considered appropriate by the Parish Council, investigate the complaint fully and equitably. The Parish Council may, in its sole discretion, uphold the complaint and take further action which may include, but not be limited to, seeking the costs of restitution to make good damage alleged, these costs being borne by the Contractor by way of deduction from invoices due or pending.

All equipment must be well maintained and serviced regularly.

1.5 Additional Erection / Installation

The Parish Council may add additional outside fixtures and fittings during the period of the Contract and no application from the Contractor to adjust the Contract price

- will be considered unless prior sanction has been given by the Parish Council to the Contractor.

1.6 Duration of Contract

The duration of the Contract will be for three years commencing on 1st April 2024 to 31st March 2027 inclusive and will be managed as a Framework Agreement with the Contract being renewed annually for the duration of the Contract, subject to satisfactory performance reviews.

Performance reviews will be conducted every three months (March, June, September and December annually).

If the Contractor is deemed to have completed the Contract satisfactorily upon cessation, the Parish Council may agree to roll the Contract on for a further year. However, this will be solely at the discretion of the Parish Council.

The tender was priced on a 3-year fixed price contract. There will be no opportunity to alter the rates tendered during the full term of the Contract.

1.7 Payment to Contractor

The full Contract sum shall be paid in equal monthly instalments throughout the year, on receipt and verification of monthly invoice and schedule of works completed from the Contractor. Payment will be by BACS.

1.8 Termination of Contract

Either party may, without reason, terminate the Contract by giving no less than **12 weeks' notice** in writing.

1.9 Insurance

The Contractor is required to have a minimum of five million pounds (£5,000,000) public liability insurance. A current Certificate of Insurance to this effect must be produced to the Clerk prior to the commencement of the Contract.

The Contractor shall indemnify the Parish Council against any claim or proceedings for any injury or damage to any property, persons or animals as a result of negligence, poor workmanship or failure to notify the Parish Council of any action likely to cause injury or damage to a third party.

1.10 Sub-Contracting

No works are to be sub-contracted to a third party without the prior written agreement of the Parish Council.

1.11 References

Contractor to provide two references upon request to the Parish Council to allow for the workmanship and reliability of the Contractor to be independently assessed.

1.12 Health and Safety / Environmental Obligations

1.12.1 The Contractor shall accept full responsibility for compliance with the Health and Safety at Work Act and all other Acts and Regulations in respect of the work comprised in this Contract.

1.12.2 The Contractor shall adhere at all times with all Environmental Law, COSHH Regulations 1999 and other Regulations affecting the conduct of the Contractor's business. The Contractor shall produce and implement comprehensive written instructions to his staff for the safe use, delivery, handling and storage of all chemicals.

1.12.3 The Contractor shall ensure that no harm to any person, property or the environment may arise from the Contractor's acts or omissions in relation to the Contract.

1.13 Weedkilling

If and when weedkilling chemicals are to be applied, where and when to be agreed by the Parish Council, they must be applied by certificated staff (if this is to be contracted out (subject to 1.10 above) the Parish Council needs to know who it is contracted out to and be provided with the relevant, recognised certificates).

1.14 Inspections

The Parish Council will conduct regular inspections of the work throughout the duration of the Contract to ensure it is completed in accordance with the Specification of Works (Appendix 1).

1.15 Village Clean-Up events

The Contractor is expected to attend the bi-annual Village Clean-up events at no additional cost to the Parish Council. The events normally take place on a Saturday morning in May and September (dates subject to weather conditions, etc.).

1.16 Variation of Contract

The Contract may only be modified by a Variation of Contract signed by or on behalf of the Parish Council and the Contractor.

2. SPECIFICATION OF WORKS

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

2.2 The Contractor will also inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Parish Council immediately of any

specific hazards.

- 2.3 The Contractor will at all times during the period of the Contract, ensure that all machines engaged in grass cutting operations are sharp and properly set, so as to produce a true and even cut. Any damage or areas of grass not cut to the approval of the Parish Council from such lack of maintenance will be made good by the Contractor at his own expense and to the satisfaction of the Parish Council.
- 2.4 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. The Contractor will provide his staff with all safety equipment, (boots, reflective vests, etc), and will ensure that staff use these at all times they are engaged in work for the Parish Council.
- 2.5 During the period of the Contract no growth regulators of any form will be applied to any area of turf without the Parish Council sanctioning such an operation in writing, in advance.
- 2.6 All grass will be cut cleanly and evenly and without damaging the existing surface.
- 2.7 The Contractor will complete one area of grass cutting before moving onto the next, and immediately after cutting a scheduled area, the Contractor will ensure that all grass clippings and other arisings are cleared from all paved areas, playground equipment safety surfaces, paths and public footpaths, etc, by sweeping or using a blower.
- 2.8 Soft vegetative growth, such as clover will be deemed to be part of the Contract where it falls within large areas of grass.
- 2.9 Since it is not possible to predict accurately the precise number of grass cuts which may be required on any site in any one year, the Specifications includes a given number of grass cuts, but the Contractor will be paid on a pro rata basis for more or less than this number, dependent upon the prevailing weather conditions through the growing season, subject to period agreement and approval of the Parish Council.
- 2.10 Refer to the individual location specifications for full mowing details.
- 2.10 Areas not cut to the satisfaction of the Parish Council will be re-cut by the Contractor at the Contractor's own expense.
- 2.11 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 cutting "divots" from the machine rollers or cutters.

- 2.12 Should the Contractor cause damage to the surface or levels of the ground, or create divots during grass cutting operations, the Contractor will at his own expense reinstate such damage forthwith to the satisfaction of the Parish Council.
- 2.13 Mowing will be carried out as close as possible to fixed obstructions. Moveable obstructions can be removed to facilitate cutting and replaced before the Contractor leaves the site.
- 2.14 Mowing around obstructions including seats, trees, fence lines, posts and the like, and in the proximity of margins, will be undertaken using methods, tools and machines as appropriate. The cutting of such areas will be undertaken within 24 hours of the main site being mowed and will be deemed to be included in the Contractor's rate for each location.

If used, strimmers must not damage any trees, shrubs, etc or permanent or removable fittings.

- 2.15 All persons operating grass cutting machinery must be satisfactorily trained, and the Parish Council reserves the right to ask the Contractor to provide adequate proof that his operators are well trained, conversant with Health and Safety legislation and competent in their operating methods.
- 2.16 None of the sites have access to running water – the Contractor will therefore need to provide their own.
- 2.17 Any leavings, arisings, cuttings, clippings or other organic materials removed from site by the Contractor as part of the Contract are to be disposed of by the Contractor in accordance with extant waste disposal regulations and guidelines and subject to the requirements and terms of the Contractor's waste carrier's licence for such organic waste materials.

2.18 **Out of Scope works**

The Parish Council may wish to request occasional other ground works. The Parish Council will issue a request for a quote from the Contractor* and require a response within three working days giving a quote confirming the scope of work, when the work could be undertaken, the man hours required, any additional materials required and the price, based on the "Extra grass cut fee" stated in the tender document.

Materials required to undertake the specified works will be bought at best value and may be either purchased by the Contractor (no uplift on prices will be accepted) or the Parish Council subject to consultation with the Clerk.

*Dependent on the value of the work required, the Parish Council reserves the right to seek a minimum of three quotations (as required under its Financial Regulations).

3. SCHEDULE OF WORKS

- 3.1 The minimum number of cuts is set out in the site specifications (Appendix 1), the areas are identified in the maps (Appendix 2). The cuts are to take place once every two weeks.
- 3.2 The last two cuts (including all strimming) of the Contract will be completed by end March with subsequent cuts being made fortnightly thereafter within the new season, as set out in the site specifications.
- 3.3 Every cut will include strimming around all outside fixtures and fittings (street furniture) and any other obstructions including trees, hedges, bushes (wherever needed) and along the perimeter of any ditches within the green space, to obtain a neat and tidy finish.
- 3.4 All highways, footpaths and seating are to be cleaned of grass cuttings either by being swept or blown away.
- 3.5 Grass cuttings are to be dispersed across specified sites evenly and not left in mounds (see Appendix 1).

Signed on behalf of Rolleston on Dove Parish Council:

Chair..... Date

Vice Chair Date

Signed on behalf of the Contractor:

Name Signature

Date:

Witness Signature

Date