



**Newquay Council**

**Corporate Service**

**Weed Spraying Contract: Tender Specification  
2018 – 2019**

**1. Term of the Contract**

The Weed Spraying Contract (WSC) is for a period of one year commencing on 30 April 2018 to 29 April 2019

**2. Location of work within the Parish**

The enclosed maps show the network of roads within the Parish requiring weed spraying. There is also a Weed Spraying Schedule available displaying a summary of the roads requiring this treatment under the contract.

**3. Description of the work**

The work consists of using appropriate weed-killing and repellent chemicals and to apply them to all the roads (kerbs) and inner pavements identified by Newquay Town Council for the purposes of reducing the number of weeds on said roads and pavements. Where access is restricted by vehicles or other obstacles, the contractor must ensure these areas are treated by other means i.e. knapsack or returning to site on alternative date. Where areas cannot be accessed the contractor must contact Newquay Town Council immediately to report what areas were not covered and why. Chemicals used must be environmentally friendly and approved by DEFRA. The schedule of roads is outlined in a separate document along with associated maps. The total length of roads under this contract is **71.04 km.**

**4. Timing of work**

Spraying must take place on dry days throughout the summer until all the spraying has been completed. 1<sup>st</sup> Spray must commence during May/June with a 2<sup>nd</sup> Spray to take place in August/September. Further treatment may be required on particular roads and this should be a consideration when submitting a total cost bid. Newquay Town Council is not likely to pay for a re-spray on a road where either the chemicals/spray has failed or weeds have started to grow for any other reason.



## **5. Public Liability and Training Certificates**

The contractor must have:

- *a minimum of £5 million public liability cover.*
- *valid training certificates for the use of any powered tools e.g. brush cutter, sprays or vehicular equipment used (if any)*
- *qualifications and up-to-date licenses obtained for the use of any dangerous chemicals*

These documents must be presented to the Town Clerk to view and for copies to be taken by the Town Clerk before a contract is awarded.

## **6. Remuneration/Payment**

Newquay Town Council will authorise payment within 28 days upon the receipt of a quarterly invoice following the completion of the work for those preceding months. Routes may be inspected by Newquay Town Council before making payment to ensure that the work has been carried out to a satisfactory standard. Officers of Newquay Town Council may also randomly check roads at any time to ensure that the work is satisfactory.

## **7. Defects Liability Period**

The spraying may be inspected after completion and the contractor will be required to re-spray areas where their chemicals have not worked or weeds have started to re-grow. The contractor would be responsible for their own health and safety and for that of any of their employees and the general public whilst they are working under contract on behalf of Newquay Town Council.

## **8. Site Visit**

Before tendering the contractor should examine the requirements of this contract through looking at the maps and visit the sites. This is of key importance to understand which areas of the contract have on-street parking and require alternative weed control methods.

## **9. Works Estimate**

The contractor shall give a quote based on the information contained within this tender document and the information provided by Newquay Town Council. This should be on a price per km basis to allow future additions to the work programme to be costed. Newquay Town Council may, without

invalidating the contract, order an addition or omission from the works. Any additional costs will be based on a priced specification which you should submit with your tender application.

#### **10. Quote to be Inclusive**

The contractor is to include in their price, all costs in connection with labour, health and safety requirements, plant, materials, tool maintenance, fuel and transport, chemicals, protective wear and all other things necessary for the work to be undertaken. The contractor must be aware that some areas may require different methods of weed control where there are many vehicles on the road.

#### **11. Agreement of work Programme**

Before starting work the contractor will provide a programme of work to Newquay Town Council's satisfaction.

#### **12. Responsible Person**

The contractor shall keep on site at all reasonable times when undertaking work on site as a working foreman or other responsible person to whom Newquay Town Council can give instructions and who can co-ordinate the work of other operatives and sub-contractors. This will include providing a mobile phone number.

#### **13. Safety and Environmental Protection Issues**

Before starting work the contractor will:

- *Provide and agree method statements illustrating how they will go about the work (e.g. erecting safety signs, tools to be used).*
- *Agree how they will comply with Health & Safety Regulations, COSHH requirements (e.g. use of petrol, herbicides etc.).*
- *Provide public liability insurance documents.*
- *Provide certificates of competency (such as operators licenses for machinery and, if applicable, application of herbicides).*

Before starting work Newquay Town Council will:

- *Provide information concerning any other matter to be brought to the contractor's attention (e.g. archaeological or wildlife issues).*

#### **14. Site Access**

Newquay Town Council will provide the contractor information concerning access to the sites and landowner details where possible.

The contractor will arrange access with the landowners where necessary, e.g. accessing an area blocked by a vehicle.

#### **15. Submission of Contractor Work Schedule with Invoice**

The contractor shall agree to fill in the contractor work schedule and submit a copy with each quarterly invoice.

#### **16. Termination of agreement**

Newquay Town Council reserves the right to terminate any agreement if the work is not carried out and there is no reasonable explanation for not doing so.

#### **17. How to apply**

To submit an application to undertake this contract you must provide a written letter to the Town Clerk outlining how you will meet all of the above criteria (where appropriate). You must also supply a schedule of charges as per the relevant criteria above as well as an annual charge overall to complete the weed spraying identified in the separate maps and schedule.

Letters must be received into the office by **Noon on Monday 19 March 2018** to be considered. They can be emailed to [office@newquaycouncil.co.uk](mailto:office@newquaycouncil.co.uk) or by post in a sealed envelope labeled **"Confidential – Tender Weed Control"** to the following address:

Mr A Curtis (Town Clerk)  
Newquay Town Council  
Municipal Offices  
Marcus Hill  
Newquay  
TR7 1AF