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**Grounds Maintenance Contract**

**2024-2029**

**Town** **Hall, High Street, Corsham, Wiltshire SN13 0EZ**

**Tel: 01249 702130 Email: towncouncil@corsham.gov.uk www.corsham.gov.uk**

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## Corsham Town Council

Grounds Maintenance Contract

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**INTRODUCTION**

Corsham Town Council is seeking tenders for grounds maintenance services 2024-2029.

The Town Council is responsible for a variety of open spaces, including play areas, parks, conservation areas, woodland, cemeteries (open and closed), allotments and numerous smaller pieces of land. Furthermore, given Wiltshire Council’s policy of transferring assets to town/parish councils, the Town Council’s responsibilities are likely to grow over the next few years.

On 11 October 2021 the Council, like many others throughout the country, declared a climate and ecological emergency. As part of this declaration, we undertook to implement a carbon reduction plan to enable us to achieve net zero carbon emissions by 2030. Alongside this, we committed to commissioning and implementing a Biodiveristy Action Plan to protect and enhance our green and blue infrastructure.

The Town Council engaged the services of John’s Associates to help develop a Biodiversity Action Plan (BAP), which was completed in July 2023. The BAP aims to provide a tool which will enable the Town Council to manage its sites with both amenity and biodiversity in mind - helping us to meet our nature recovery obligations under the Environment Act, responding effectively to the biodiversity and climate emergencies, whilst retaining the amenity use of the land.

The full Biodiversity Action Plan can be found here: https://www.corsham.gov.uk/home/community/climate-change-and-environment/biodiversity-action-plan/.

The BAP puts forward a series of biodiversity enhancements at the Town Council’s sites including the creation of new wildflower areas, installing hibernacula, bug hotels, bird boxes, bat boxes and dormouse boxes, the creation of butterfly glades, the creation of drought resistant rockeries, new ponds, tree planting (including a new community orchard) and hedge planting. The document also includes more general advice on the management of spaces for the benefit of wildlife, for example on grass cutting (times carried out, methods used, what to do with arisings etc). This advice has had a significant impact on our Grounds Maintenance Contract 2024-2029 and the methods we require our contractor to employ to manage our sites.

Given the Town Council’s commitment to achieving net zero carbon emissions by 2030, the council will be looking to appoint a grounds maintenance contractor who shares our ambition to reduce emissions in this part of our work. The Town Council will take into consideration factors such as the distance travelled by the contractor from their depot to our sites, the use of electric vehicles (the Town Council is committed to replacing all diesel/petrol vehicles with electric vehicles by 2030), the use of battery-powered machinery (where practical to do so) and whether the contractor has its own environmental policy in place (at the very least we’d expect a contractor to abide by our policy).

Given Wiltshire Council’s policy of transferring assets to town/parish councils and Corsham Town Council’s contention that we could manage these spaces better than a large/distant organisation, it is likely that the Town Council’s grounds maintenance responsibilities will grow over the next 5-10 years. The Town Council is likely to take responsibility for areas including roadside verges, open spaces and woodlands. Accordingly, we are keen to work with a contractor who has the capacity to take on new areas, and the flexibility to add to, alter and, occasionally, remove sites and tasks from the contract.

##### NOTICE TO TENDERERS

Work consists of Grounds Maintenance in the Corsham Parish area of Wiltshire.

Tenderers should note:

1. That depot facilities will not be available.
2. The Bill of Quantities and Schedules is likely to be subject to amendments as decided by the Chief Executive, arising from Wiltshire Council’s Service Delegation and Asset Transfer policy (which will see responsibility for the management of Wiltshire Council’s open spaces devolve to the Town Council) and Corsham Town Council undertaking environmental initiatives (outlined in the BAP) on land covered by this contract.

#### INFORMATION AND INSTRUCTIONS TO TENDERERS

1. Grounds Maintenance

1.1. Corsham Town Council (The Employer) has decided to invite Tenders for Grounds Maintenance work but does not bind itself to accept the lowest or any tender that is received.

2. The Authority

2.1. Details of the Authority including its area, population and general description of the area are included in Appendix A of the Contract Document together with the address of the principal offices of the Employer, and the address of the Chief Executive to whom hard copy Tenders are to be delivered.

3 The Basis of the Tender

3.1 Tenders are being invited on the basis that:

3.1.1 The Contract will be for FIVE YEARS from 1 April 2024 and the rates as quoted in the Tender documents shall remain fixed for one year from the commencement of the Contract and thereafter be revised on each anniversary in accordance with the Method of Review Clause as defined in the Standard Conditions of Contract.

3.1.2 On the Termination of the Contract, the Employer shall have the option of purchasing or taking as assignment of the lease of any plant acquired by the Contractor in accordance with the provision of the Standard Conditions of Contract.

3.1.3 The Tenderer will be expected to enter into a contract in substantially the same terms as set out herein.

4. Trade Association

4.1 Tenderers must state if they are members of a bona fide Trade Association.

5. Clarification of Meaning within the Contract

5.1 Tenderers are required to keep Tenders valid for acceptance for a period of 90

days from the date of the Tender.

6. Commencement Date

6.1 The successful Contractor will be required to commence operations within 21 days of notification of acceptance of the Tender, or other such date as may be agreed.

7. Tenders for the execution of the Service must be made on the Form of Tender included with the Contract Documents and completed as follows:

7.1 The Form of Tender must be signed by the Tenderer and submitted with the following, all of which must be properly completed:

7.1.1 Bills of Quantities.

7.1.2 A certificate that the Tender is bona fide (a copy is included with this document).

7.1.3 An analysis of resources in the Tender.

7.1.4 Details of additional plant to be acquired by the Tenderer.

7.1.5 An illustration of the way in which the Tenderer proposes to carry out the Contract, including their management, supervision and administrative structure.

7.1.6 A copy of the tenderer’s environmental policy. Where such a policy does not exist, a statement outlining how the company will help the Town Council reduce its carbon emissions and become net zero by 2030 must be submitted.

7.1.7 Details of all vehicles and powered machinery to be used in the performance of the work, including:

* Details of the vehicles (make, model, engine size, year of manufacture, fuel) used to transport equipment to site and back to the company’s depot.
* The estimated monthly mileage of said vehicles in the performance of this work.
* Details of the powered equipment (mowers, strimmers etc) to be used carrying out the grounds maintenance work (make, model, fuel etc).
* Details of any electric vehicles, battery powered tools to be used and/or what machinery might be swapped for electric powered machinery over the term of the contract.

7.1.8 Address of the depot from where the contract will be primarily operated.

7.2 If submitting by post, all documents must be placed in the envelope provided which must then be sealed. The envelope shall in no circumstances bear any name or mark indicating the name of the sender. If submitting by email, tenders should be sent to dmartin@corsham.gov.uk AND to mjones@corsham.gov.uk with “Tender – Grounds Maintenance” in the subject bar.

7.3 Tenders must be delivered, in the manner described, to the Chief Executive at the address in Appendix A or to the email addresses above. No tender will be considered if it reaches the named Officer/s after the time specified in the letter of invitation to submit a tender.

7.4 Tenderers are strongly advised to visit the area to ascertain all relevant conditions and means of access and to thoroughly acquaint themselves with the extent and nature of the proposed Services and will be deemed to have done so before submitting a tender.

7.5 Tenderers should treat details of their tenders and any subsequent contract as private and confidential.

7.6 The Employer will publish the amounts of all tenders and the names of the successful Tenderer.

8. Plan of Authority Area

8.1 A plan of the area of the Authority accompanies the tender documents for the assistance of Tenderers.

**CONTRACT FOR GROUNDS MAINTENANCE**

**STANDARD CONDITIONS OF CONTRACT**

1. **DEFINITIONS**

1.1 In the Contract (as herein under defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

“EMPLOYER” means Corsham Town Council, Town Hall, High Street, Corsham, Wiltshire SN13 0EZ

“CONTRACTOR” means the person, persons, or company accepted by the Employer and includes the Contractor’s personal representative, successors and permitted assigns.

“CHIEF EXECUTIVE” means the Council’s Chief Officer or any other officer to the extent designated by them or the Council in writing to act on behalf of the Employer.

“CONTRACT” means the Conditions of Contract, Specification, Priced Schedules, the Tender, the Written Acceptance thereof and the Contract entered into between the Employer and the Contractor.

“SPECIFICATION” means the specification referred to in the Tender a copy of which is annexed hereto and any modifications thereof or additions thereto as may from time to time be furnished or approved in writing by the Chief Executive.

“PRICING SCHEDULE” means the Pricing Schedules containing the estimated requirement for one 12-month period, with the rates inserted by the Contractor at the time of Tender.

“BILL OF QUANTITIES” means the Bill of Quantities for each service containing the estimated requirements over a 12-month period, with the rates for each unit inserted by the Contractor at the time of Tender.

“TENDER TOTAL” means the total of the Pricing Schedules for which the Contractor has tendered and have been accepted at the date of the Contractor’s Tender for the Services.

“ANNUAL SUM” means the annual sum payable by the Employer to the Contractor calculated in accordance with the Tender.

“ORDER” means an instruction from the Authority to carry out items of work to be performed under this Contract.

“COMMENCEMENT DATE” means the date from which the Contractor commences to provide the Services.

“CONDITIONS” means these conditions and any modification thereof.

“COUNCIL” means Corsham Town Council or any successor authority.

“INDEX” means the “Consumer Price Index: All Items” published by the Office for National Statistics or any Government Department upon which duties in connection with the compilation and maintenance of such Index shall have and/or other appropriate Index as stated in the Appendix.

“SERVICES” means the Services to be provided by the Contractor under the conditions of this Contract and as set out in the Specification.

“WEEK” means seven consecutive days starting on Monday and ending the following Sunday.

Reference to “EMPLOYEES” of the Contractor shall be deemed to include the Contractor’s agents and sub-contractors unless the context otherwise requires.

Reference to “TIME” shall be construed during the period of summertime to be British Summer Time and otherwise to be Greenwich Mean Time.

“THE ACCOUNT” means the statement submitted to the Council by the Contractor.

“REVIEW DATES” means the first, second, third and fourth anniversaries of the Commencement Date as the context requires.

“REVIEW” means the review of the Annual Sum and Daywork rates to be undertaken on the first, second, third and fourth Review Dates.

The word “COST” when used in the Conditions of Contract shall be deemed to include overhead costs except where the contrary is expressly stated.

 1.2 Reference to any enactment, order, regulation or similar instrument shall be construed as a reference to an enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument.

**2. SUFFICIENCY OF INFORMATION**

2.1 The Contractor shall be deemed to have satisfied themself before submitting their tender as to the accuracy and sufficiency of the rates and prices stated by the Contractor in their tender which shall (except insofar as is otherwise provided in the Contract) cover all the Contractor’s obligations under the Contract and shall be deemed to have obtained for themself all the necessary information as to risks, contingencies and any other circumstances which reasonably influence or affect the Contractor’s tender. The Contractor shall visit all locations and satisfy themself as to the accuracy, nature and extent of the services to be provided.

###### 3. PERFORMANCE OF SERVICE

3.1 During the Contract Period the Contractor shall perform the Services (and any modifications thereof authorised under the Conditions) in a manner totally consistent with the terms and conditions of Tender using reasonable care and skill and to the entire satisfaction of the Chief Executive.

3.2 The Contractor shall at all times perform such Services in accordance with the Programme (and any modification thereof) authorised under the Conditions.

###### 4. RENEWAL OF CONTRACT

4.1 The Employer may, on the recommendation of the Chief Executive, extend the period of Contract annually for a period not exceeding five years.

###### 5. ASSIGNMENT

5.1 The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein and thereunder without the written consent of the Employer, PROVIDED that any assignment occurring as a result of any internal reconstruction of a Contractor which is a limited company shall be deemed not to be a breach of this condition.

**6. SUBCONTRACTING**

6.1 The Contractor shall not sub-let the whole or any part of the Services without the prior written consent of the Employer and such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of the Contractor, their agents or employees.

**7. METHOD OF PAYMENT**

7.1 Except for any monthly period of the contract prior to 1 July 2024 (when payments will be limited to 50% of the subsequent monthly payments) provided that the Contractor shall have performed the services in accordance with the Contract the Employer shall pay to the Contractor the Annual Sum in 12 monthly instalments in arrears subject to the additions and deductions hereinafter provided and in the manner hereinafter provided. The remaining 50% of the monthly payments not paid prior to 1 July 2024 will be paid to the Contractor subject to satisfactory performance by two equal payments with the July and August instalments. Any Additional Service shall be paid for at the rates and prices agreed in the schedules.

**8. MONTHLY STATEMENT**

8.1 The Contractor shall submit to the Chief Executive after the end of each calendar month a statement showing:

8.1.1 Details of all work carried out during the most recent calendar month along with their valuation of the work undertaken in respect of each aspect of the Contract up to the end of that month.

8.1.2 The amount to which the Contractor considers themself entitled in connection with any variations or instructions for additional services duly authorised by the Chief Executive.

8.2 The Chief Executive may prescribe the form of the statement.

**9. AGENCY**

9.1 The Contractor is not and shall in no circumstances hold themself out as being the agent of the Employer.

9.2 The Contractor is not and shall in no circumstances hold themself out as being authorised to enter into any contract on behalf of the Employer or in any other way to bind the Employer to the performance, variation, release or discharge of any obligation.

9.3 The Contractor has not and shall in no circumstances hold themself out as having the power to make, vary, discharge or waive any Byelaw or regulation of any kind.

9.4 The employees of the Contractor are not, shall not hold themselves out to be and shall not be held out by the Contractor as being, servants or agents of the Employer for any purpose whatsoever.

**10. METHOD OF REVIEW**

10.1 For the second and subsequent years of the Contract Period, the Annual Sum shall be increased or decreased on the Review Date by a percentage equivalent to the percentage increase or decrease (if any) of the “Consumer Price Index: All Items”. Such increase or decrease shall take effect in respect of the 12-month period commencing on the relevant Review Date.

10.2 Provisional Index Figures may be used for the provisional adjustment of interim valuation, but such adjustments shall be subsequently recalculated on the basis of the corresponding Final Index Figures.

**11. VEHICLES, PLANT AND MACHINERY**

11.1 The Contractor shall at all times during the Contract Period provide and maintain all such vehicles, plant, machinery and equipment (hereinafter together referred to as “Plant”) as are necessary for the proper performance of the services.

11.2 The Contractor shall at all times be fully responsible for licensing and for the payment of all licensing fees, taxes and insurances required in connection with or arising out of the possession or use of all Plant employed in the performance of the Services.

11.3 Plant used in the performance of the services shall comply with the relevant Construction and Use Regulation and be of a design which is entirely suitable for the purposes of the Contract.

11.4 The Contractor shall at their own expense keep all Plant employed in the performances of the Service at all times in good and serviceable repair and in such condition as is commensurate with the proper performance by the Contractor of their obligations under this Contract.

11.5 The Contractor shall at all reasonable times permit the Chief Executive access to all Plant employed for the purposes of this Contract. The Chief Executive shall be entitled to serve upon the Contractor a notice in writing requiring the Contractor to put any item of Plant into such condition as is required above and the Contractor shall forthwith upon receipt of such notice cause all necessary works to be carried out to comply with such notice. In the event of the Contractor failing so to carry out such works, The Employer shall be at liberty to have such works carried out and the Contractor shall pay to the Employer by way of liquidated damages such sums as the Chief Executive shall certify to have been the cost of executing such works.

11.6 The Contractor shall cause all Plant to bear such words, devices or insignia as the Chief Executive may approve and in addition shall cause all new Plant to be painted in such colours as the Chief Executive may approve. No Plant shall bear any advertising matter of any sort without prior written consent of the Chief Executive.

11.7 The Contractor shall give to the Chief Executive full details of all new Plant acquired or hired by them in connection with this Contract and in relation to hired Plant full details of the agreement for hire seven days within the completion of any transaction.

11.8 Vehicles used in the performance of the services on the Contract shall comply with the relevant Construction and Use Regulations and be of a design which is entirely suitable for the performance of the Contract. The Contractor shall ensure that they have an adequate level of reserve vehicles available to them at all times as lack of suitable vehicles will not be considered to be a reason for non-performance of the requirements of the Contract.

11.9 The Contractor will inform the Chief Executive in writing of their intention to purchase/use machinery not outlined in ‘Information and Instructions to Tenderers - 7.1.7 (details of all vehicles and powered machinery). In general, the Council would like to move away, as far as practicable, from petrol/diesel powered vehicles and equipment. The Council would like to see a transition towards the use of electric vehicles and battery powered equipment, rather than a regression towards greater use of petrol/diesel powered vehicles and equipment.

**12.** **OBSERVANCE OF STATUTORY REQUIREMENTS**

12.1 The Contract shall be in all respects governed and construed in accordance with the laws of England.

12.2 The Contractor shall comply with the Equality Act 2010 and any law which prohibits discrimination in relation to employment on the grounds of colour, race, sex, ethnic or national origin, religion or disability.

12.3 The Contractor shall ascertain and conform in all respects with the provisions of any general or local Act of Parliament and the Regulations and Byelaws of any local or other statutory authority which may be applicable to the Contract and its performance and with such provisions as aforesaid relation to or affecting public bodies and companies as aforesaid and shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such Act, Order, Regulations or Byelaw.

**13. TERMINATION**

13.1 The Council shall be entitled forthwith, upon the happening of any of the following events, to terminate this Contract, without prejudice to any other rights the Employer may have whether against the Contractor directly or pursuant to any guarantee or indemnity.

13.1.1 If the Contractor fails to perform or suspends the provision of the whole or any substantial part of the service for more than seven days.

13.1.2 Any serious breach by the Contractor of any term or provision of the Contract.

13.1.3 If in the Employer’s opinion the Contractor’s performance is in continual default with no obvious improvement.

13.1.4 If the Contractor becomes bankrupt or makes an arrangement with their creditors or has a proposal in respect of their company for the voluntary arrangements for a composition of debts or any scheme or arrangements approved in accordance with them.

13.1.5 If the Contractor has an application made under the Insolvency Act 1986 in respect of their company to the Court for the appointment of an administrative receiver.

13.1.6 If the Contractor has a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed.

13.1.7 If the Contractor has a provisional liquidator, receiver, or manager of their business or undertaking duly appointed.

13.1.8 If the Contractor has an administrative receiver, as defined in the Insolvency Act 1986, appointed.

13.1.9 If the Contractor has possession taken by or on behalf of the holder of any debentures secured by a floating charge, or any property comprised in or subject to the floating charge.

13.1.10 If the Contractor is in circumstances which entitle the Court or a creditor to appoint, or have appointed a receiver, a manager, or administrative receiver, or which entitles the Court to make a winding-up order.

13.1.11 If the Contractor has failed to produce a programme of work not less than FOURTEEN days before the Commencement of the Contract or within FOURTEEN days of any Variation of the Contract.

13.1.12 The events referred to concerning defaults of performance.

13.2 If the Contract is terminated under Clause 13 above the Employer shall:

13.2.1 Instruct forthwith, or otherwise, the Contractor to cease to perform any of the Services.

13.2.2 Be entitled to require the Contractor to pass all relevant data, correspondence etc to the Chief Executive or other person employed to provide the Service.

13.2.3 Be entitled to employ and pay other persons to provide and complete provision of the Service or any part thereof and to use without payment or allowance to the Contractor all such Contractor’s materials, equipment, or other goods for the purpose thereof.

13.2.4 Be entitled to deduct from any sum or sums which would but for such termination have been, at the date of such termination, due from the Employer to the Contractor under this Contract or any other contract be entitled to recover from the Contractor as a debt, the amount of any costs loss or damage to the Employer resulting from or arising out of the termination of the Contractor’s employment. Such loss or damage shall include the reasonable cost to the Employer for the time spent by its officers in terminating the Contract.

13.2.5 When the total costs, loss and/or damage resulting from or arising out of the termination of the Contract have been ascertained and deducted so far as is practicable from the sum or sums, and set off against any sum which but for termination would have been due to the Contractor, be entitled to recover from the Contractor as a debt any balance shown as due to the Employer or, alternatively, the Employer shall pay the Contractor any balance shown as due to the Contractor. The Chief Executive shall certify the amount by which the said costs, loss and or damage (insofar as not by the date of the certificate already recovered from the Contractor) exceeds or falls short of the amount otherwise due to the Contractor and the amount certified shall be debt payable to the Employer by the Contractor or to the Contractor by the Employer (as the case may be).

13.3 If the Contractor shall have committed any offence under the Prevention of Corruption Acts 1889-1916, Bribery Act 2010 or shall have given any fee or reward to any officer of the Employer, the Employer shall be entitled to terminate the Contract and recover from the Contractor the amount of any loss to the Employer resulting from such termination.

13.4 Without prejudice to the exercise of its powers under 13.1–13.3 inclusive above, the Employer may, without determining the whole of the Contract, determine the Contract in respect of part of the Services only, by notice in writing having immediate effect (whereupon a corresponding reduction in the Contract Price shall be made as if such determination was a Variation) and therefore itself provide or procure a third party to provide such part of the Services.

**14. DEFAULT IN PERFORMANCE/WORKS IN DEFAULT**

14.1 At any time after the Commencement Date:

14.1.1 The Chief Executive may investigate each case where the Contractor has failed to perform the services completely in accordance with the provision of the Contract.

14.1.2 Where the Chief Executive is satisfied that in any particular case the Contractor has failed to perform the Services completely in accordance with the provisions of the Contract they shall be entitled to instruct the Contractor to remedy the failure in order to comply fully herewith within such a reasonable period as the Chief Executive may determine but in any case within the following 48 hours.

14.1.3 If the Contractor fails to comply with an instruction of the Chief Executive issued under 14.1.2 above the Chief Executive shall be entitled to record in writing a Default Notice which shall be sent to the Contractor.

14.1.4 Where a Default Notice had been served the Chief Executive shall be entitled to have the work subject to the Default Notice carried out in accordance with condition 14.2.

14.1.5 If the Chief Executive chooses not to instigate Condition 14.2 the Contractor shall be instructed to carry out the works subject to the Default Notice and this work shall be carried out at the Contractor’s expense within the period determined by the Chief Executive.

14.1.6 Where more than five Default Notices are recorded in any one week or more than 15 in any four-week period, the Employer may terminate the Contract in accordance with the appropriate Condition 13.

14.1.7 For the purpose of definition, the Chief Executive may count each operation scheduled in a Bill of Quantities and each failure to maintain the specified standards as a separate default.

14.2 If by reason of any accident or failure or other event occurring to, or on or in connection with any premises, depot, vehicle, plant or machinery, or any part thereof either during performances of the Services or at any other times any remedial or other work or repair shall in the opinion of the Chief Executive be urgently necessary and the Contractor is unable or unwilling at once to do such work or repair as the Chief Executive may consider necessary, the Employer may undertake or arrange to be undertaken such work or repair. If the work or repair so done by the Employer is work in which in the opinion of the Chief Executive the Contractor was liable to do at their own expense under the Contract all costs and charges (including administration charges), properly incurred by the Employer in doing so shall on demand be paid by the Contractor to the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor provided always that the Chief Executive shall as soon after occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing.

**15. NOTICES**

15.1 Any demand notice, or other communication required to be given hereunder shall be sufficiently served if served on the Contractor’s nominated Supervisor in person, or if sent by prepaid First Class Recorded Delivery post or email to either the registered office, or the office from which the Contract is managed, or last known address of the party to be served therewith and if so sent shall, subject to proof of the contrary, be deemed to have been received by the addressee on the second business day after the date of posting or on successful transmission as the case may be.

**16. WAIVER**

16.1 Failure by the Employer at any time to enforce the provisions of the Contract to require performance by the Contractor of any of the provisions of the Contract shall not be construed as a waiver of any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Employer to enforce any provision in accordance with the Contract.

1. **SEVERANCE**

17.1 If any provision of the Contract shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any of its other provisions all of which shall remain in full force and effect.

**18. ACCEPTANCE OF BREACH**

18.1 The acceptance by the Employer of any breach or breaches by the Contractor or authorised sub-contractors of any of the stipulations contained in the Contract shall in no way prejudice or affect or be construed as a waiver of the Employer’s rights, powers and remedies under the Contract in respect of any subsequent breach or breaches of such stipulations.

**19. VARIATIONS**

19.1 The Chief Executive shall be entitled to issue to the Contractor instructions in writing requiring the Contractor to do all or any of the following:

19.1.1 To omit or cease to provide any part of the Services during such times and for such period or periods as the Chief Executive may determine.

19.1.2 To provide such services additional to the Services in the Specification as the Chief Executive may reasonably require.

19.1.3 Permanently to vary the Services or the method of supplying the Service to be provided at any location.

19.1.4 To vary the programme and to perform the Services in accordance with the programme so varied and the Contractor shall forthwith carry out all such instructions.

19.2 The valuationof Variations pursuant to this Condition shall be ascertained by the Chief Executive in accordance with the following provisions:

19.2.1 Where work included in the Specification is omitted, the rates and prices for such work contained in the Bill of Quantities shall determine the valuation of the work omitted.

19.2.2 Where additional work of a similar nature to and is executed under similar conditions as work set out in the Specification, the rates and prices contained in the Bill of Quantities for such work shall determine the ascertainment.

19.2.3 Where additional work is not of a similar nature to, or not executed under similar conditions as work set out in the Specification, the work shall be valued at fair rates and prices having due regard insofar as appropriate to the rates and prices contained in the Bill of Quantities or Pricing Schedules.

**20. GRATUITIES**

20.1 The Contractor shall not whether by themself or by any persons employed by them to perform the Service, solicit or accept any gratuity or tip or any other form of money-taking or reward, collection or charge for any of the Services other than charges properly approved by the Employer in accordance with the provisions of the Contract.

**21. LIABILITY OF EMPLOYER**

21.1 The Employer shall not be liable for any loss damage or injury to the Contractor or its employees, agents or sub-contractors howsoever arising except by loss or damage directly arising from negligent acts or omissions by the Employer, its employees or agents. Damages arising from such negligent acts or omissions shall be limited to direct and unavoidable losses and the Contractor shall take all reasonable steps to mitigate such losses.

**22. ARBITRATION**

22.1 Any dispute or difference of any kind whatsoever which arises or occurs between the parties in relation to anything or any matter arising under, out of, or in connection with this agreement shall be referred to arbitration under the Arbitration Rules of the Chartered Institute or Arbitrators and such reference shall be and be deemed to be a reference to Arbitration within the meaning of the Arbitration Act 1996.

22.2 Unless the Contract shall have already been determined or abandoned the Contractor shall in every case continue to proceed with the Services with all due diligence and the Contractor and Employer shall both give effect forthwith to every such decision of the Chief Executive unless and until the same shall be revised by an arbitrator as hereinafter provided.

**23. INDEMNITY AND INSURANCE**

23.1 The Contractor shall indemnify and keep indemnified the Employer against the injury to, or death of, any person, and loss of, or damage to, any property belonging to the Employer and against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof, or in relation thereto. EXCEPT and insofar as any of the aforesaid matters may arise out of the act default or negligence of the Employer, its employees or agents not being the Contractor or persons employed by the Contractor.

23.2 Without thereby limiting their responsibilities under this Condition, the Contractor shall insure with an insurance company approved by the Employer against the matters outlined in Clause 23.1 above arising out of or in consequence of the Contractor’s obligations under the Contract and against all actions, claims, demands, proceedings, damage, costs, charges and expenses in respect thereof. The Contractor shall cause any sub-contractor to maintain such insurances as are necessary to cover the liability of the Contractor, or as the case may be of such sub-contractor in respect of personal injury or death of any person and loss of or damage to any property belonging to the Employer and which arises out of or in the course of or caused by the carrying out of the Works, provided that nothing in this clause contained shall impose any liability on the sub-contractor in respect of negligence or default on the part of the Employer, the Contractor, their other Sub-Contractors or their respective servants.

23.3 For all claims against which the Clause requires the Contractor to insure, the insurance cover arising out of the acts or series of acts shall be the sum of £10 million or such greater sum as the Contractor may choose in respect of any one incident and the Contractor’s insurance policy effecting such cover shall have the interests of the Employer endorsed thereon, or shall otherwise expressly by its terms confer its benefits upon the Employer.

23.4 The Contractor shall supply to the Employer FOURTEEN days before each Review or upon request the Premium Receipt, Insurance Schedule or any other documents which the Employer may require to ensure compliance with Clause 23.2.

23.5 The Chief Executive shall have the option of notifying the Contractor in writing that in the opinion of the Chief Executive any such policy of insurance as required by this Clause 23 does not effect sufficient cover to comply with these Conditions and to require the Contractor to effect such insurance as will so comply. Upon receipt of such notice the Chief Executive shall require and in default the Chief Executive may cause such insurance to be effected whereupon the Contractor shall pay the Employer such sum as the Chief Executive shall certify as being the cost to the Employer of effecting such insurance and the same shall be recoverable as debt due to the Employer.

**24. PAYMENTS DUE**

24.1 The Employer shall be entitled to deduct from any calendar monthly Contractor’s Account any sum not already deducted by the Contractor certified by the Chief Executive as being deductible by reason of omission by the Contractor or defective performance by the Contractor or any Variation in the Services.

24.2 The Employer shall add to any calendar monthly Contractor’s Account any sum not already added by the Contractor, certified by the Chief Executive as being due to the Contractor in that period by reason of any additional works performed by the Contractor pursuant to an instruction or any Variation in the Services performed by the Contractor pursuant to an instruction under that Clause issued by the Chief Executive.

24.3 Within 28 days of the issue of the aforesaid certificate the Employer shall pay to the Contractor the amount certified therein.

**25. VALUE ADDED TAX**

25.1 The annual sum and detailed rates set out in the Tender shall be exclusive of any Value Added Tax.

25.2 The Employer shall pay to the Contractor any VAT properly chargeable on the supply by the Contractor, of the Services.

25.3 To receive due payment the Contractor must indicate on their account:

25.3.1 Which part or parts of the Services bear a zero rate of VAT.

25.3.2 Which part or parts of the Services bear a rate of VAT greater than zero and in each case specifying the exact rate chargeable.

**26. STANDARD AND QUALITY PERFORMANCE**

26.1 The Contractor shall have a fully documented quality policy.

26.2 The Contractor shall operate a documented quality system based on the principles laid down in BS EN ISO9001: 2015.

26.3 The Contractor shall allow inspection and the Employer shall be entitled to carry out, checking and auditing of the quality system before the Contract is awarded and at any time throughout the term of the Contract without hindrance or interference by the Contractor and their representatives or staff.

26.4 The Contractor shall give all reasonable assistance required by the Employer’s nominated officers in carrying out quality assurance work.

26.5 The Contractor shall allow disputes during the term of the Contract, to be referred to the Employer’s quality assurance officers at the discretion of the Employer who may report their findings to both parties.

26.6 Where the quality assurance officers are called on to make a report the cost of such investigation shall be met by the Contractor.

**27. MONITORING AND REMEDY BY THE EMPLOYER**

27.1 A monitoring system may be employed by the Employer to ensure that all work achieves the quality, performance and standard required by the Contract.

27.2 In addition the Contractor shall make available one suitably qualified member of staff to carry out site monitoring jointly with the Employer and shall have included for this in their rates.

**28.** **CONTRACTOR’S OBLIGATIONS**

28.1 The Contractor shall, at no extra cost to the Employer, attend and participate in contract monitoring meetings which may be arranged as frequently as one per calendar month and shall when required by the Chief Executive attend and participate in any meeting of the Council or a Committee of the Council to give an account of the Contractor’s actions under the Contract.

28.2 The Contractor shall attend regular meetings as appropriate to discuss contract performance work progress with the Chief Executive.

1. **CONTRACTOR’S EMPLOYEES**

29.1 The Contractor shall employ sufficient persons to ensure that the Service is provided at all times and in all respects to the Contract standard.

29.2 The Contractor shall employ in and about the provision of the Service and in the supervision thereof only such persons as are at all times properly and sufficiently qualified, and competent, including one years’ experience within the relevant services in a supervisory capacity.

29.3 The Contractor shall notify the Chief Executive of the name, address and telephone number of the person (hereinafter called the Contract Manager) who will be in charge of the Contract at the local level. Also, those of their staff designated to be available to perform the Emergency Service required under the Specification. Failure to provide information or failure of the designated representative or staff to respond promptly shall entitle the Chief Executive to issue a Default Notice under the Conditions of Contact.

29.4 The Chief Executive shall be entitled but not unreasonably or vexatiously to require the Contractor, by notice in writing, to remove from the provision of Service any employee of the Contractor specified in such notice including the Contract Manager. The Contractor shall forthwith remove such employee from the provision of the Service and shall immediately provide a replacement if necessary.

29.5 The Employer shall in no circumstances be liable either to the Contractor or to the employee in respect of any liability, loss or damage occasioned by such removal and the Contractor shall fully indemnify the Employer against any claim made by such employee.

29.6 If, owing to the nature of the service, employees of the Contractor are exempt from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974, by virtue of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975, then the Contractor shall ensure that all employees engaged in provision of the Service shall provide information in accordance with the said Act and Order about convictions which would otherwise be spent under the provisions of the said Act. The Contractor shall disclose to the Chief Executive the names and addresses and sufficient information to enable proper checks to be made and as appropriate all convictions of its employees engaged in and about the provision of the Service and the Employer may require such employees to be removed from provision of the Service.

29.7 The Contractor shall at all times be fully responsible for the payment of all income or other taxes, national insurance contributions or levies of any kind, relating to or arising out of the employment of any person employed by the Contractor and shall fully and promptly indemnify the Council in respect of any liability of the Employer in respect thereof.

29.8 At the expiry of the Contract period or upon the determination of the Contract in accordance with the Conditions whichever shall first occur, the Employer shall be entitled to offer employment to any person employed by the Contractor in the performance or supervision of the Services and in the event of such person accepting employment with the Employer, the Contractor shall forthwith release such persons from all contracts of service without any payment being made to the Contractor by either the Employer or the Employee.

29.9 The Contractor shall ensure that all persons employed in the performance of the Services including Supervisors shall at all times be properly attired and presentable in appropriately identifiable uniforms or clothing. The clothing provided shall be adequate and sufficient to afford protection to the employee in the performance of their duties.

**30. IDENTIFICATION**

30.1 Representatives of the Contractor shall carry at all times means of identification in a form approved by the Chief Executive and make such means of identification available for inspection on request.

30.2 When requested to do so or when communicating with other persons as a representative of the Contractor all persons employed by the Contractor in the performance of the Services shall disclose their identity and shall not attempt to avoid doing so.

**31. CONFIDENTIALITY**

31.1 The Contractor shall not without the written consent of the Chief Executive during the Contract Period or at any time thereafter make use for their own purposes, or disclose to any person (except as may be required by law), the Contract Documents or any information therein or in any material provided to the Contractor by the Employer pursuant to the Contract or prepared by the Contractor pursuant to the Contract, all of which information shall be deemed to be confidential.

31.2 The Contractor shall neither dispose nor part with possession of any confidential material provided to the Contractor by the Employer pursuant to the Contract or prepared by the Contractor pursuant to the Contract, other than in accordance with the express written instructions of the Employer.

31.3 The Contractor shall not divulge and shall ensure that their employees do not divulge to any third party any information which comes into their or their possession or of which they may become aware in the course of providing the Service without the Chief Executive’s permission. The Contractor shall at all times observe the provisions of the General Data Protection Regulation and those of the Data Protection Act 2018.

31.4 The Contractor shall indemnify and keep indemnified the Employer against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Contractor of this Clause 31.

**32. HEALTH AND SAFETY**

32.1 The Contractor shall at all times comply with the requirements of the Health and Safety at Work Act 1974 and of any other Acts, Regulations or Orders pertaining to the health and safety of employees.

32.2 The Contractor’s policies, codes or procedures as appropriate for ensuring health and safety for the Contractor’s own employees, those of the employer and all other persons, including members of the public, shall have been submitted by the Contractor with the Tender, if not at a previous stage.

32.3 The Contractor shall review their health and safety policy and safe working procedure as often as may be necessary and in the light of changing legislation or working practices and shall notify the Employer in writing of any such revisions.

32.4 Whilst on premises owned by the Employer the Contractor shall require their employees to comply with the lawful requirement of the Employer’s safety advisors. Where the Contractor is working on premises to which the Health and Safety at Work Act applies the Contractor shall require their employees to have due regard to the safety advisors acting for the Employer.

32.5 Any accident or near miss that occurs which involves any member of the Contractor’s staff while performing duties related to the Contract shall be reported to the Chief Executive.

**33. PLANT OPERATION**

33.1 The Contractor shall ensure that:

33.1.1 Drivers and operators of the Plant are made aware of their responsibility for the operation and use of the Plant.

33.1.2 Drivers drive safely at all times in accordance with the statutory regulations and instructions of the Contractor.

33.1.3 Drivers are trained and thoroughly competent in the safe use of the Plant.

33.1.4 That the programme agreed with the Chief Executive in accordance with the Specification is complied with.

33.1.5 Plant operations are carried out in a reasonable and workmanlike manner without causing unnecessary obstruction or annoyance to the public.

33.1.6 The Plant is regularly cleaned internally and externally and maintained in a condition satisfactory to the Chief Executive.

33.1.7 Any damage caused by the incorrect use or choice of Plant and equipment shall be made good at the Contractor’s expense.

**34. COMMUNICATIONS**

34.1 The Contractor shall provide sufficient facilities and staff at their own expense to receive requests for service and answer enquiries by telephone between 09.00 and 17.00 Mondays to Fridays. In general, the telephone shall be answered within three rings and the use of an answerphone during these hours is unacceptable but must be provided outside these hours. The Contractor’s direct line number shall be prominently displayed on any vehicle used in the provision of the Services.

**35. STAMP DUTY AND LEGAL FEES**

35.1 Each party shall bear its own legal and other fees in relation to the preparation and submission of the Tender Documents and any formal Contract documents arising therefrom.

**36. BRITISH AND EUROPEAN STANDARDS**

36.1 Where an appropriate British or European Standard Specification or Code of Practice issued by the British Standards Institution is current, all goods used or supplied by the Contractor and all workmanship shall as a minimum requirement be in accordance with that Standard without prejudice to any higher standard required by the Contract.

**37. RIGHTS AND DUTIES RESERVED**

37.1 All rights and duties which the Employer has as a local council or which the Employer’s officers have as local council officers are expressly reserved.

**38. PROVISION OF STATISTICAL INFORMATION**

38.1 The Contractor shall provide the following statistical information to the Chief Executive:

38.1.1 Monthly analysis of the work carried out in accordance with the terms of the Contract.

38.1.2 Monthly programme of the work to be carried out by the Contractor in accordance with the terms of the Contract to be submitted to the Chief Executive at least two days in advance of the work being carried out.

38.1.3 Records of work which has been completed, to be supplied within one month of the work having been carried out – this should be supplied each month within seven days of the month ending.

38.1.4 Reports of complaints received by the Contractor shall be supplied on a monthly basis.

38.1.5 Any further statistics which the Employer may from time to time reasonably require.

**39. ABBREVIATIONS**

39.1 Abbreviations are used in the Specifications, Contract Conditions and Schedules of Rates and shall represent the same as the full meaning of the word or words. Any abbreviations that the Contractor is unsure of shall be clarified by the Chief Executive upon request prior to tendering.

**40. EMERGENCY WORK**

40.1 The Contractor will be required to maintain an acceptable communication system with the Chief Executive to provide 24-hour a day contact for each and every day of the Contract period. In the event of dangerous instances, either natural (example falling trees, hanging branches, impending falls etc) or caused as a result of work undertaken by the Contractor or their staff the Contractor’s staff shall be required to be on site within one hour of being requested to do so by the Chief Executive regardless of the time of year or day. Should the Contractor, for any reason, fail to respond to call out within the stipulated time the Employer shall arrange for another Contractor to undertake necessary works. In the event of such an occurrence any excess cost incurred by the Employer will be deducted from monies due to the Contractor.

**41. DISPOSAL OF WASTE and GREEN WASTE RECYCLING**

41.1 The Contractor will comply with all aspects of the Environmental Protection Act 1990 in that apply to their activities in delivering this contract.

41.2 The Council has a policy of minimising the amount of green waste sent to landfill. The Contractor shall strive to minimise the amount of green waste going to landfill.

The amenity grasscutting in the contract will be cut by a mulching mower, removing the need to transport arisings and in regard to the rough cut / wildflower areas, the Council will look to provide compost areas on site for arisings to be placed once cut.

**SCOPE OF WORK**

**1.** **GENERAL**

1.1 The Contract includes for the grounds maintenance of parks and recreation grounds, open spaces, conservation areas, allotment sites, play areas, cemeteries and closed churchyards. Grounds maintenance required by the Employer broadly comprises grass cutting (both the regular cutting of amenity grass and annual cutting of wildflower meadows), strimming, collection and removal of litter, sweeping, path maintenance and caring for wildlife areas.

1.2 The Employer in the accompanying documents has provided details of quantities and areas of land to be maintained. Any errors or omissions in the documents shall, if found, be brought to the attention of the Chief Executive during the Tender Period. Such errors or omissions will be covered by the supplementary sheets issued to all Tenderers or alternatively will be dealt with by a variation to the Bill of Quantity rates submitted by the Tenderer.

**2. PROVISION OF MATERIALS**

The Council is committed to minimising the use of all chemicals including fertilisers and pesticides. (pesticides include herbicides and fungicides etc) The Contractor is not generally permitted to use any chemical in the normal execution of the contracted work.

The use of any chemical shall only take place with the Chief Executive’s express written permission and then, only in exceptional circumstances.

All materials so used and their storage, shall comply with any regulations as set out under the terms of any legislation current or arising during the period of the contract. The Contractor will undertake to ensure that at all times materials are stored in a secure manner and in their original containers appropriate to the nature of the material being dealt with.

2.2 The Employer reserves the right of the Chief Executive or their duly appointed deputy to take samples of materials being used by the Contractor for analysis.

2.3 All materials required to carry out the work to the appropriate specification shall be supplied by the Contractor at the Contractor’s expense unless otherwise stated. Copies of all invoices shall be made available to the Chief Executive upon request for any materials used in the Contract.

2.4 The Employer also reserves the right to require the Contractor to withdraw any material from use at any time during the Contract period for any reason, without thereby becoming liable to the Contractor for any loss thereby occasioned. Corsham Town Council is committed to becoming plastic free and the contractor should work to minimise plastic waste and eliminate the use of single use plastics.

**3. USE OF SITES**

3.1 Work will not be permitted before the hours of 07.30 or after 17.30, Monday to Friday. Nor shall work be undertaken at weekends or on days designated as public holidays without the prior consent, in writing, from the Chief Executive. The only exceptions to this being litter collection and work of an emergency nature designated as authorised by the Chief Executive.

3.2 Work shall be undertaken in such a manner so as to cause minimal disturbance to the users of facilities or neighbours. The Contractors or their staff will be required to co-operate with any officer or any other official of the Employer having supervision over any establishment, facility or area detailed in the Schedules attached.

3.3 SECURITY: On sites where security is maintained by means of locked gates or bollards, in the event of the Contractor or their staff leaving the site for any reason or for any period of time, the site shall be left in a secure state. The Contractor shall indemnify the Employer from any third party claims which may arise as a result of unsecured premises.

3.4 TRESPASS AND THEFT: The Contractor shall take all reasonable steps to prevent trespass and theft from an unauthorised access to all sites included in the Schedules attached.

3.5 LOSS AND/OR DAMAGE: Any instances of loss or damage arising from the clause above shall be deemed to be the responsibility of the Contractor. At the completion of the Contract any works and reparation or replacement not undertaken by the Contractor shall be made good by persons appointed by the Chief Executive and all costs incurred by the Employer will be reclaimed from or deducted from monies owing to the Contractor.

3.6 ADVERSE WEATHER CONDITIONS: In the event of adverse weather conditions preventing completion of works specified in the schedules attached the Contractor may with the prior consent of the Chief Executive modify their method of working. In the event of such modifications being required, the Employer reserves the right to reduce payment to the Contractor in the event of a reduction of work undertaken. The Contractor is deemed to have included for any additional cost of carrying out their work in adverse weather conditions but the Employer will not consider any additional payment for such work.

3.7 BARRIERS/LIGHTING FOOTWAYS/SIGNS: The Contractor shall be required to provide all necessary barriers, footways and signs etc at their own expense for the proper protection of staff, members of the public and users of facilities during the progress of works. The Contractor shall indemnify the Employer from any claim which may arise.

3.8 NUISANCE: The Contractor and their staff shall take all necessary steps to prevent nuisance from noise, dust, water and other causes.

3.9 COMPLAINTS: The Council will normally receive all complaints but those directed to the Contractor must be dealt with as follows:

3.9.1 The Contractor will deal with all complaints they receive in a prompt, courteous and efficient manner.

3.9.2 Complaints of service failure may be transmitted to the Contractor who shall investigate and report to the Chief Executive the circumstances of the complaint and action taken to remedy it on the same working day, or in the case of complaints received after 12.00 noon by 12.00 noon on the following working day.

3.9.3 Notwithstanding any investigation and response by the Contractor, the Chief Executive may in appropriate cases investigate and invoke the provisions in this Contract for non-compliance and default.

3.9.4 The Contractor shall in keep a written record of all complaints received by them in a format to be agreed by the Chief Executive from any source and the action taken by them in relation to those complaints. Such records shall be reported to the Chief Executive on a weekly basis and kept available for inspection by the Chief Executive at all reasonable times.

3.10 The Contractor will not be permitted to burn arisings or start bonfires at any of the Council’s sites.

In exceptional circumstances (such as the need to irradicate an invasive species of plant) Bonfires could be used, but only with the prior written consent of the Chief Executive.

3.12 MAINTENANCE OF ROADS AND FOOTPATHS: The Contractor shall ensure that no damage is caused to and shall not prevent the free passage of traffic or persons to roads, drives or footpaths. Paths, drives, roads etc must be kept clear of mud, grass clippings etc at all times.

3.13 CUSTOMER CARE: The Employer has a positive policy regarding customer care. The Contractor shall make every effort to meet customers’ needs, taking account of personal and special circumstances.

**SPECIFICATIONS**

**GRASS CUTTING SPECIFICATION (REF: GR & ST)**

**1.** **General Conditions**

1.1 Within 14 days of the acceptance of the Tender the Contractor shall submit to the Chief Executive for approval a programme showing the proposed route and sequence of cutting to operate in relation to grass cutting. The Contractor will thereafter keep to the approved route to ensure that all areas are cut on a rota basis.

1.2 A “cut” or “cutting” shall consist of as many passes, in as many directions, with the appropriate machinery/equipment as is necessary to cut all grass areas detailed in schedules, cleanly and evenly and to the standard defined, cut heights are shown in Table One below.

1.3 All soft vegetation, including clover and dandelion etc shall be deemed to be part of the grass sward defined as a grass area.

1.4 All grass areas shall be cleared of bricks, stones, debris and litter including dog faeces prior to cutting and at times when directed by the Chief Executive. Adjacent paths and hard areas shall be swept clear of all grass cuttings and debris and such arisings shall be removed from site as the cut proceeds. The Contractor shall be solely responsible for the safety of the grass cutting machine and for any damage that may be caused by “flying” stones or other debris during the cutting operation.

1.5 Mowing shall include the full areas of grass detailed and the Contractor shall take care to cut as closely as possible around fixed obstructions, at edges to paving, kerbs, the bases, posts, seats, walls etc. Grass which cannot be cut by mowing machines shall be trimmed by other means to the same standard and at the same frequency as the mown area, using method, tools and equipment as appropriate. The trimming of such areas shall be undertaken as the main cut proceeds and in any case on the same day as the main cutting has taken place. Mowing shall be carried out as close as possible to fixed obstructions, without causing damage. Moveable obstructions shall be removed to facilitate cutting and replaced before the Contractor leaves the site. Mowing or trimming within 300mm of tree trunks must be carried out by hand.

1.6 The Contractor shall ensure that machinery does not damage the surface or levels of the ground or create divots during grass cutting operations. If in the opinion of the Chief Executive any such damage is caused the Contractor shall reinstate the areas entirely at their own expense and to the satisfaction of the Chief Executive. Should the Contractor fail to carry out such works within the time period that the Chief Executive specifies, the Chief Executive may instruct other persons to carry out such work and the cost be deducted from monies due to the Contractor.

1.7 Any areas, surfaces, street furniture, trees or shrubs damaged by the Contractor during grass cutting operations shall be reinstated/replaced entirely at their own expense and to the satisfaction of the Chief Executive. Should the Contractor fail to carry out such works within the time period that the Chief Executive specifies, the Chief Executive may instruct other persons to carry out such work, the cost being deducted from monies due to the Contractor.

1.8 If inclement weather prevents work being carried out the Contractor shall notify the Chief Executive of the variation to the programme arising. The Contractor will be required to resume work as soon as possible in accordance with their submitted programme. In addition, the Contractor will be required to catch up at their own expense on any work not done as soon as possible and within seven days of the original timing within the programme.

1.9 The Contractor shall price the Bill of Quantities accordingly giving a price for maintaining the grass to the relevant specification for the whole year which includes periods outside of those specified in the Bill of Quantities. If the grass reaches a height higher than the maximum specified, the Contractor shall cut the grass in accordance with the specifications at no extra cost to the Employer. In the case of the default system coming into operation one-sixteenth of the annual sum will be deducted in each case where a default has been issued in respect of performance-based cutting.

1.10 During the period of the Contract no chemicals including fertiliser, pesticides or growth regulators of any form shall be applied to any area of grass without the Chief Executive’s prior approval in writing. The use of any chemical could only take place with the Chief Executive’s written permission and then, only in exceptional circumstances.

1.11 Variations to frequencies shall only take place upon written authorisation of the Chief Executive.

1.12 The Contractor shall 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 from such lack of maintenance shall be made good by the Contractor.

1.13 The Contractor shall 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 or any person in the vicinity of the operations. The Contractor shall provide their staff with all necessary safety equipment and shall ensure that staff use these at all times they are engaged in work contained in this Contract.

1.14 Where grass cutting operations are performed adjacent to water, care shall be taken to keep the amount of debris falling into the water to a minimum. All grass cuttings, debris etc falling into the water shall be removed prior to leaving the site.

1.15 No financial adjustment shall be made in respect of additional work resulting from the planting of trees or bulbs in grass areas or where additional road or street signs or furniture or play equipment etc has been added.

1.16 Grass clippings (unless carried out to the GR3 specification) shall lie where they fall except in the case of those falling on paths, drives, car parks, shrub or other such areas. In such cases grass clippings shall be swept from the surface before the Contractor leaves the site, and the Contractor shall make allowance in their rates to cover for this.

1.17 Within the Ladbrook Lane and Lacock Road Cemeteries a mulching mower should be used where mowing to reduce the fallings. All grass that becomes attached to headstones and memorials during cutting and strimming is to be removed by sweeping or washing before leaving the site.

1.18 In the event of the standard not being met and excessive quantities of grass cuttings being left on the surface of the ground the Chief Executive may, without making additional payment, require the Contractor to remove the cuttings within a time period set by the Chief Executive. The Contractor should note that this situation is most likely to occur in the early spring and should make appropriate provision to meet this requirement. In certain areas flowering bulbs have been planted or have become naturalised. In such areas the Contractor shall not cut the grass until a minimum period of six weeks has elapsed after completion of flowering, this to be approved by the Chief Executive prior to cutting. Similarly, areas shall not be left uncut for more than eight weeks after flowering has completed. In such areas the Contractor shall cut any areas in order to return them to the standard as found in the surrounding area. Any excess cuttings shall be removed, and the Contractor shall include in their rates adequate sums to cover for these contingencies.

1.19 The measurements allowed for in cemeteries and closed churchyards includes that covered by headstones/kerbstones. Overgrown traditional grave tops shall be strimmed in July and September as part of the routine grass cutting operation.

 **Grass Cutting Specification:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Ref** | **Description** | **Height of Cut** | **Maximum Height** | **Frequency** |
| GR1 | Mowing of general amenity areas/playing fields/open spaces.This will be the Town Council’s approach to the majority of grassed areas.The contractor is required to use a mulch mower for the majority of this work, with strimmer or hand tools near obstacles. | 30mm | 75mm | Once in March and twice a month from April-October.Annually: 15 cuts. |
| GR2 | Mowing of footpaths and verges.The contractor is required to use a mulch mower for the majority of this work, with strimmer or hand tools near obstacles. | 50mm | - | Once a month from March-October.Annually: 8 cuts. |
| GR3 | Cutting of wildflower/wildlife margins.The aim at these locations is to set aside some of the marginal areas of the sites for wildlife/biodiversity. The Town Council requires these areas to have an early season cut and a late hay cut.The arisings shall be collected by the contractor and composted at designated locations on site (Wildflowers tend to prefer nutrient-poor soil and by removing the arisings, we should facilitate this).The contractor shall avoid using machinery that is too heavy and that would compact the soil.Machinery that produces a clean cut (as opposed to mulching) and can pick up the arisings is advised at these locations. | 50mm | - | Once in March and once in August.2 cuts per year. |
| ST1 | Strimming of lightly managed areas.The contractor shall use strimmers at these locations.The cuttings can be left on site. | 50mm | - | Once in July and once in September.2 cuts per year. |
| ST2 | Strimming of paths and verges. | 40mm | - | Once a month from March-October.8 cuts per year. |

**Litter Collection, Emptying and Washing Litter Bins (REf: LC)**

**5. General Conditions**

5.1 LC - Litter collection shall consist of the removal of all litter, dog faeces and debris in the area covered by the schedules to leave the site in a clean and tidy condition. This will include all areas of the site including shelters, play areas, grass areas, shrub beds, paths and other surfaces. All furniture shall be left clean and free from spilt food or other unpleasant deposits. Arisings shall be removed to tip by the Contractor.

 5.2 The Contractor shall empty completely all the litter bins and dispose of the contents. Refuse sacks will be provided by the Contractor where appropriate. Where fitted with a lock, the bin shall be locked and the Contractor shall be responsible for any loss or additional work for failing to do so.

 5.3 Dog faeces are defined as litter and their removal with other animal fouling from all public areas and all surfaces specified in the Schedules and Bill of Quantities forms part of the normal cleansing service and for which no additional payment shall be made.

 5.4 Any litter or refuse surrounding a litter bin shall be swept up and removed after the litter bin has been emptied.

 5.5 The Contractor shall ensure where he provides liners to facilitate cleansing to colour co-ordinate with the litter bins. If liners are visible, they are not to exceed 50mm on the outer body of the litter bin. All such liners shall be made from 100% recycled material unless otherwise authorised by the Chief Executive.

 5.6 LC1 – Litter Collection (Saturday) - Litter collection, emptying and washing litter bins to be carried out to specification LC on a Saturday morning.

 5.7 LC2 – Litter Collection (Sunday) - Litter collection, emptying and washing litter bins to be carried out to specification LC on a Sunday morning.

**STANDARDS OF MAINTENANCE OVERVIEW**

**6.** The following standards of maintenance apply to all features contained in the Bill of Quantities. The jobs may only be carried out in the periods specified or as otherwise approved by the Chief Executive. The periods are used to calculate the monthly payments to the Contractor and payments will be made on the basis of work carried out.

|  |
| --- |
| **Corsham Town Council - Grounds Maintenance Contract 2024 - Programme of Maintenance** |
| GR1 – Grasscutting – Amenity areas/playing fields |  |  |  |  |  |  |  |
| Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|  |  | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |  |  | 15 |
| GR2 - Grasscutting - footpaths |  |  |  |  |  |  |  |  |  |  |
| Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|  |  | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |  |  | 8 |
| GR3 - Grasscutting - wildlife area |  |  |  |  |  |  |  |  |  |  |
| Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|  |  | 1 |  |  |  |  | 1 |  |  |  |  | 2 |
| ST1 - Strimming - cemetery and churchyards |  |  |  |  |  |  |  |  |  |
| Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|  |  |  |  |  |  | 1  |  | 1 |  |  |  | 2 |
| ST2 - Strimming - paths |  |  |  |  |  |  |  |  |  |  |
| Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|  |  | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |  |  | 8 |
| LC1 – Litter collection (Saturday) |  |  |  |  |  |  |  |  |  |  |
| Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
| 5 | 4 | 4 | 5 | 4 | 4 | 5 | 4 | 4 | 5 | 4 | 4 | 52 |
| LC2 – Litter collection (Sunday) |  |  |  |  |  |  |  |  |  |  |
| Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
| 5 | 4 | 4 | 5 | 4 | 4 | 5 | 4 | 4 | 5 | 4 | 4 | 52 |

Summary of Features

|  |  |  |  |
| --- | --- | --- | --- |
| **Description/Location** | Grasscutting (GR) | Strimming (ST) | Litter collection (LC) |
|  | ref/freq | area (m2) | ref/freq | area (m2) | Ref/freq | Area (m2) |
| **Cemeteries and Churchyards** |  |  |  |  |  |  |
| Ladbrook Lane Cemetery | GR1 - 15 | 7200 |  |  |  |  |
| Ladbrook Lane Old Cemetery | GR1 - 15 | 1000 | ST1 - 2 | 5650 |  |  |
| St Bartholomew's Churchyard | GR1 - 15 | 2850 | ST1 - 2 | 150 |  |  |
| Lacock Road (new) Cemetery | GR1 - 15 | 4800 |  |  |  |  |
| **Footpaths** |  |  |  |  |  |  |
| Black Path North | GR2 - 8 | 375 | ST2 – 8 | 42 |  |  |
| Black Path Centre |  |  | ST2 - 8 | 67 |  |  |
| Black Path South |  |  | ST2 - 8 | 220 |  |  |
| Cemetery Path |  |  | ST1 - 2 | 500 |  |  |
| **Other Amenity Areas** |  |  |  |  |  |  |
| Beechfield Nature Area (paths and entrance only) | GR2 - 8 | 916 |  |  |  |  |
| **Play and Recreation** |  |  |  |  |  |  |
| Springfield Recreation Ground (open space and play area)Springfield (BMX) | GR1 – 15 | 10,487 | ST2 - 8 | 1,086 | LC1 & 2 - 104 | 17982 |
| Meriton Rec (open space and play area) (wildflower margin | GR1 - 15GR3 - 2 | 13,6502,224 |  |  | LC1 & 2 - 104 | 16835 |
| Westwells | GR1 - 15 | 931 |  |  |  |  |
| Neston Rec (open space and play area) (wildflower margin) (path to rear of wildflower area) | GR1 – 15GR3 -2GR2 - 8 | 10,3654,836120 |  |  |  |  |
| Coppershell (open space and play area) (wildflower margin) | GR1 – 15GR3 - 2 | 2,3621,065 |  |  |  |  |
| Dicketts Road (open space) (wildflower margin) | GR1 – 15 | 1,450 | ST1 – 2 | 195 |  |  |
| Little Play Area, Katherine Park (play area & path) (wildflower area) | GR1 – 15GR3 – 2GR2 – 8 | 1,2104,365250 |  |  |  |  |
| Katherine Park, The Green (central open space) (wildflower margin) (canopy margin) | GR1 – 15GR3 – 2 | 12,5002,130 | ST1 - 2 | 1,127 |  |  |
| Pockeridge A | GR1 - 15 | 1,290 |  |  |  |  |
| Bences Lane | GR1 - 15 | 150 |  |  |  |  |
| **Allotments** |  |  |  |  |  |  |
| Cross Keys  | GR2 - 8 | 372 |  |  |  |  |
| Garden of Remembrance | GR2 - 8 | 49 |  |  |  |  |
| Grove Field  | GR2 - 8 | 518 |  |  |  |  |
| Middlewick Lane | GR2 - 8 | 181 |  |  |  |  |
| The Ridge, Neston | GR2 - 8 | 218 |  |  |  |  |
| Priory Cross | GR2 - 8 | 184 |  |  |  |  |
| **Other Leisure Areas** |  |  |  |  |  |  |
| The Batters | GR2 - 8 | 2,058 | ST2 - 8 | 230 |  |  |
| Neston Triangle | GR2 - 8 | 363 |  |  |  |  |
| Park Lane Corner (front)  | GR1 - 15 | 823 | ST1 – 2 | 1,076 |  |  |
| **Verges** |  |  |  |  |  |  |
| Biddestone Road |  |  | ST2 - 8 | 50 |  |  |
| Bradford Road |  |  | ST2 - 8 | 50 |  |  |
| Lacock Road |  |  | ST2 - 8  | 150 |  |  |
| Prospect | GR2 - 8 | 450 |  |  |  |  |
| **TOTAL** |  | **102532** |  | **10110** |  | **34817** |

BILL OF QUANTITIES – Site Level Information

How to fill in Bill of Quantities

1. The Bill of Quantities quantifies the total workload for all sites and areas for operations and services specified in the Contract including unit of measurement and frequency.
2. The Tenderer will insert in the Bill their price per unit of measurement for each operation/service and total annual price for the work with regard to total frequency requirements.
3. Prices submitted will reflect the full inclusive cost of all expenses, excluding VAT, that are incurred in carrying out works specified in the Contract, together with all liabilities and obligations set out or implied as necessary to comply with the Conditions of the Contract, Specification and all other documents which are part of the Contract.
4. The Tenderer will insert a price against each item of the Bill of Quantities. Any item not priced will be deemed to have been accounted for in other items.
5. Unit prices must be shown in pounds and pence; annual prices must be rounded to the nearest whole penny.
6. Where the Contractor has omitted work or carried out work deemed by the Chief Executive to be unsatisfactory, the amount of moneys to be deducted will be calculated by multiplying the unit price contained in the Bill by the number of units omitted or unsatisfactory work. Conversely, additions to the workload will be calculated by multiplying the unit price contained in the Bill by the number of units of work involved.

**Corsham Town Council - Grounds Maintenance Contract 2024**

**Bill of Quantities**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Ref.** | **Specification** | **Freq per year** | **Quantity** | **Unit Cost** | **Total Annual Cost** |
| GR1 | Grasscutting – amenity areas, cemetery, playing fields | 15 | 71,068 |  |  |
| GR2 | Grasscutting – footpaths and verges | 8 | 6,054 |  |  |
| GR3 | Grasscutting – wildlife area | 2 | 14,620 |  |  |
| ST1 | Strimming – cemetery and churchyards | 2 | 8,698 |  |  |
| ST2 | Strimming – paths and verges | 8 | 1,895 |  |  |
| LC1 | Litter collection (Saturday) | 52 | 34817 |  |  |
| LC2 | Litter collection (Sunday) | 52 | 34817 |  |  |
|  |  |  | **TOTAL** |  |  |

**FORM OF TENDER**

TENDER FOR GROUNDS MAINTENANCE CORSHAM TOWN COUNCIL

Having examined the Conditions of Contract, Bill of Quantities and the Specification for the performance of the above services we offer to carry out the said Services in conformity therewith over a period of FIVE years

All the work included in the Grounds Maintenance Contract

(……....................………………pounds……………pence)

If our Tender is accepted, we will provide the name of a bank or insurance company (to be approved by you) to be jointly and severally bound with us in a sum equal to ten per centum of the annual value of the accepted Tender, such sum to be adjusted each year in accordance with the method of Review Clause as defined in the conditions.

Unless and until a formal agreement is prepared and executed, the Tender together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand you are not bound to accept the lowest or any tender you may receive, and you will not pay any expenses incurred by us in connection with the preparation and submission of this Tender.

Signature………………………………………………………………………………………….

Position in Firm or Company……………………………………………………………………

**CERTIFICATE BY THE TENDERER**

To: Corsham Town Council

 Town Hall

 High Street

 Corsham

 Wiltshire

 SN13 0EZ

In recognition of the principle that the essence of selective Tendering is that the client shall receive bona fide competitive Tenders from all those Tendering WE CERTIFY THAT:

1. The Tender submitted herewith is a bona fide Tender intended to be competitive.
2. We have not fixed or adjusted the amount of the Tender under or in accordance with an agreement or arrangement with any other person.
3. We have not done and we undertake that we will not do at any time before the hour specified for the return of the Tender any of the following acts:

3.1 Communicate to a person other than the person calling for these Tenders the amount or the approximate amount of the Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender).

3.2 Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tenders to be submitted, and

3.3 Offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender any act or thing of the sort described above.

4. We have complied with the terms of the Bribery Act 2010

In this certificate:

“Person” includes any person or firm and any body or association corporate or incorporate;

and

“An agreement or arrangement” includes any transaction of the sort described above, formal or informal and whether legally binding or not.

Dated this day of

Signed (as Tenderer)......................................................................................................

Duly authorised to sign

For and on behalf of……………………....................................…………………………...

........................................................................................................................................

**ANALYSIS OF RESOURCES**

1. Details of the vehicles used to transport equipment to site and back from the company’s depot (make, model, Engine size, year of manufacture, fuel used).

……………………………………………………………………………………………

……………………………………………………………………………………………

……………………………………………………………………………………………

……………………………………………………………………………………………

1. Estimated monthly mileage of said vehicles transporting equipment to site and back (please include location of your depot)

………………………………………………………………………………………………………

………………………………………………………………………………………………………

1. Details of the powered equipment (mowers, strimmers etc) to be used carrying out the grounds maintenance work (make, model, fuel etc).

………………………………………………………………………………………………………

………………………………………………………………………………………………………

………………………………………………………………………………………………………

……………………………………………………………………………………………………….

1. Details of any electric vehicles, battery powered tools to be used and what machinery might be swapped for electric powered machinery over the term of the contract.

………………………………………………………………………………………………………

………………………………………………………………………………………………………

………………………………………………………………………………………………………

……………………………………………………………………………………………………….

1. Total number of employees to be allocated to the contract

Operatives Supervisors Management/Admin

 Full time………………………………………………………………………………….

 Part time………………………………………………………………………………….

1. Total number of staff-hours to be allocated to the contract per week

Operatives Supervisors Management/Admin

 Average Hours………………………………………………………………………….

1. Addresses from which contract is to be managed (nearest local office)

…………………………………………………………………………………………….

…………………………………………………………………………………………….

…………………………………………………………………………………………….

Tel No……………………………………………………………………………………..

Email.......................................................................................................................

1. Name of Contract Manager…………………………………....……………………….

**APPENDIX A**

**DESCRIPTION OF THE LOCAL COUNCIL**

Name of Council Corsham Town Council

Address of correspondence Town Hall

 High Street

 Corsham

 Wiltshire

 SN13 0EZ

Tel No 01249 702130

General Description of Contract Area The area comprises the town of Corsham and surrounding areas, including Neston, Gastard, Westwells and Hawthorn. As such, the parish features a mix of urban and rural areas. At present, there are approximately 10 play areas (along with associated open spaces), 4 cemeteries/churchyards, 6 allotment sites, 5 general open spaces and numerous smaller sites under the Town Council’s remit. Over the course of the contract, the Town Council is likely to take over the management of spaces which are currently managed by Wiltshire Council.

Population 13,000 approx

Officer to whom Tenders are to be returned.

Mr D Martin

Chief Executive

Corsham Town Council

Town Hall

High Street

Corsham

Wiltshire

SN13 0EZ

**APPENDIX B – Health & Safety General Policy Statement**



**APPENDIX C**

**List of Maps**

1. **Ladbrook Lane Cemetery.**
2. **Ladbrook Lane Old Cemetery.**
3. **St Bartholomew’s Churchyard.**
4. **Lacock Road (new) Cemetery.**
5. **Springfield Rec.**
6. **Meriton Rec.**
7. **Westwells.**
8. **Neston Rec.**
9. **Coppershell.**
10. **Dicketts Road.**
11. **The Little Play Area, Katherine Park.**
12. **Katherine Park, the Green.**
13. **Pockeridge A.**
14. **Bences Lane.**
15. **Cross Keys Allotments.**
16. **Garden of Remembrance Allotments.**
17. **Grove Field Allotments.**
18. **Middlewick Lane Allotments.**
19. **The Ridge Allotments.**
20. **Priory Cross Allotments.**
21. **Beechfield Nature Area.**
22. **The Batters.**
23. **Neston Triangle.**
24. **Park Lane Corner.**
25. **Black Path North.**
26. **Black Path Centre.**
27. **Black Path South.**
28. **Cemetery Path.**
29. **Biddestone Road verge.**
30. **Bradford Road verge.**
31. **Lacock Road verge.**
32. **Prospect verge.**

**Please note that the plans provided are not to scale.**

**A key is provided with each map.**