

Invitation to Tender

Three Year Grass Cutting Contract for Erlestoke Parish Council

1. Erlestoke Parish Council is seeking a single supplier to provide grass cutting services for Parish Council owned land in Erlestoke, near Devizes, Wiltshire.
2. The contract is for three years and will cover the recreation ground at The Park, and The Secret Garden, Erlestoke, Wiltshire as shown in Appendix A of the contract document.
3. The requirements for grass cutting services are provided in the Grass Cutting Specification in the Contract document.
4. Any queries relating to the Invitation to Tender should be addressed to the Parish Clerk; erlestokepc@gmail.com or 1 Pagnell Lane, Littleton Panell, Devizes, Wiltshire SN10 4EW.
5. In response to this Tender all Tenderers are requested to provide:
 - a. A method statement outlining how the works will be undertaken.
 - b. A H&S Risk Assessment outlining the precautions taken to protect the public when works are being undertaken.
 - c. Proof of appropriate insurances.
 - d. The price for the works based on the annual cost.
 - e. Any additional information to required support the Tender.
6. Tenderers are permitted to submit a proposal that does not comply with the requirements of the Specification if they feel that a better value service can be offered. This proposal must be submitted IN ADDITION to a compliant Tender to allow for fair and transparent comparison of Tenders. Alternative proposals must contain sufficient detail to allow Erlestoke Parish Council to understand and evaluate the service offered.
7. Tenders must be returned to the Parish Clerk no later than 5pm **29th April 2022.**
8. Tenders should be returned via email to erlestokepc@gmail.com and be marked CONFIDENTIAL with the contractors name in the title. Paper copies of the Tender are acceptable if electronic means are not available; please contact the Parish Clerk to arrange delivery.
9. All Tenderers will be notified of the Tender outcome by email no later than **13th May 2022.**

11. In the event that this Agreement is terminated by the Client prior to completion but where Services have been partially performed, the Contractor will be entitled to pro rata payment of the Payment to the date of termination provided that there has been no breach of on contract on the part of the Contractor.
12. **The Payment as stated in this Agreement does not include Value Added Tax. Any Value Added Tax will be required to be charged to the Client in addition to the Payment.**
13. The Contractor is responsible for income liabilities and Nation Insurance or similar contributions relating to the Payment and the Contractor will indemnify the Client in respect of any such payments required to be made by the Client.
14. The Contractor will be solely responsible for the payment of all remuneration and benefits due to the employees of the Contractor.

Reimbursement of Expenses

15. The Contractor will not be reimbursed for expenses incurred by the Contractor in connection with providing the Services.

Capacity/Independent Contractor

16. In carrying out these Services under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not an employee. The Client and Contractor acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively and contract for service.

Right of substitution

17. Except where provided for in the Agreement, the Contractor may, at the Contractor's discretion, engage a third party sub-contractor to perform some or all of the obligations under this Agreement and the Client will not hire or engage any third parties to assist with the provisions of the Services.
18. In the event the Contractor hires a sub-contractor the Contractor will pay the sub-contractor for its services and the Payment will remain payable by the Client to the Contractor.

Autonomy

19. Except where provided for in the Agreement, the Contractor will have full control over working time, methods and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

Equipment

20. Except where provided for in the Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and other items necessary to the deliver the Services in accordance with the Agreement.

No Exclusivity

21. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or conduct with third parties for the provision of services similar to the Services.

Notice

22. All notices, requests, demands or other communication required or permitted by the terms of this agreement will be given in writing and delivered to the Parties at the addresses provided at the beginning of this agreement.

Modification of Agreement

23. Any amendment or modification to this Agreement or additional obligation assumed by either Party in connection with this agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

Entire Agreement

24. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in the Agreement.

Waiver

25. The waiver by either Party of a breach, default, delay or omission of any the provisions of the Agreement by the other Party will not be construed as a waiver or any subsequent breach of the same or other provisions.

Governing Law

26. This Agreement will be governed by and construed in accordance with the laws of England.

Additional Clause

27. Not required.

Witness/Signatures

In the witness whereof the Parties have duly affixed their signatures under hand and seal on this the **XXX day of XXXX 2022.**

Erlestoke Parish Council

WITNESS Name:

Address:

Name:

XXX

WITNESS Name:

Address:

Name:

Erlestoke Parish Council Grass Cutting Specification

General

1. The Contractor may use the machinery and methods as they think best to achieve the Standard of Grounds Maintenance required by Erlestoke Parish Council.
2. The frequency of the mowing's will depend on conditions and it is the responsibility of the Contractor to carry out mowing during the normal growing season (1st April to 31st October) to maintain the required standard even when the frequency of mowing exceeds that which might be regarded as normal. Additional mowing's required will be at the Contractor's expense.
3. In view of the climatic conditions that may prevail in the village it is possible that some mowing may be necessary in March and may need to continue until November. The Contractor will, therefore, start earlier and finish later if the season and growth dictates. Additional mowing's required will be at the Contractor's expense.
4. The Contractor will complete the mowing, strimming etc of one area before moving onto the next. Wherever possible mowing work shall be carried out systematically from area to area.
5. As a general guide mowing would normally take place on a fourteen-day calendar day cycle for all areas but climatic and soil conditions will influence the speed of grass growth and more frequent mowing's at the Contractor's expense may be necessary to maintain the standard required.
6. If the Contractor fails to carry out sufficient mowing's to maintain the standard throughout the season and has omitted one cut, the payment will be reduced by the proportion deemed appropriate by the Clerk.
7. The Contractor should note the different and alternative types of grass cutting machinery may be required on the same area to deal with dissimilar areas and to cut grass bents that will naturally occur during the growing season.
8. Prior to carrying out any grass cutting operation the Contractor shall inspect on each occasion all areas to be mown and shall remove all items of litter, stones, dog faeces and similar obstructions which might cause damage or injury and all such items collected shall be removed from area for proper disposal.

Standards

9. The basis of cutting and maintaining the grassed area is that all grass inclusive of all boundaries and edges are cut cleanly and evenly to the same height without damaging the existing surfaces. The standard for all areas in terms of the maximum height the grass may .be allocated to reach before cutting must take place is 50mm and the minimum allowed height to which grass will be cut on each occasion is 25mm.

Extent of Works

10. The extent of the areas to be included in this contract are shown on the plan in Appendix A.
11. Mowing will take place over all areas of grass up to paving, kerbs, fencing, walls and other boundaries or obstacles. All soft vegetation growth such as clover and the like shall be deemed to be part of the grass covering the areas to be mown under the contract.

Climate and Soil

12. The Contractor shall adapt grass cutting operations as may be necessary to suit climatic and soil conditions and the rate of the grass growth which may vary from season to season and during any season.

13. Cutting shall be deferred whenever weather or ground conditions are such that it is not possible, in the opinion of the Parish Clerk, to cut grass or gain access to it without damaging the grass, the ground surface or the contours or levels of the ground.
14. Should the Contractor cause damage to the surface or levels of the ground or create divots during grass cutting operations whether or not the Parish Clerk has agreed to such operations take place, the Contractor shall reinstate such damage to the satisfaction of and within the time period stipulated by the Parish Clerk. In failing to do so, the Parish Clerk may instruct other persons to carry out such work with the cost of so doing being deducted from monies due to or becoming due to the Contractor or recovered as a debt.
15. After any long period of wet weather and/or ground conditions unsuitable for grass cutting, the Contractor shall make additional cuts to areas of exceptional growth in order to restore areas to the required standard and such shall be taken at the Contractor's expense.
16. In drought conditions, the Parish Clerk may instruct the cutting heights be raised on all areas. In such conditions, mowing will only be required when the grass reaches the maximum permitted height. When, in the Parish Clerks opinion the drought conditions no longer have an effect upon grass growth, the Parish Clerk will instruct the resumption of the normal cutting heights and frequency and the Contractor will cut all grass areas to conform to the required standards of the Contract. There will be no variation of payment which would normally been due to the Contractor from the Council for the maintenance of such grassed areas.

Machinery Breakdown

17. In the event of machinery breakdown so that mowing cannot take place in accordance with the programme, the Contractor shall report the breakdown to the Parish Clerk immediately. Payment will not be made for cutting the relevant area(s) until normal working can be resumed and is completed.

Special Instruction

18. The Parish Clerk may instruct the Contractor to cut the grass more or less frequently than specified if this should be necessary because of a special occasion or to meet the requirements of a sports club's official body e.g. The Football Association. Where an additional cut is required for a special occasion or other requirement and the grass has not yet grown to a maximum of 50mm height, then the council shall pay for such a cut as an extra in accordance with the schedule of Rates.

Relations with the Public

19. The Contractors staff are permitted to ask members of the public to remove their belongings to allow mowing to be carried out. Failure to get members of the public to do so will not be accepted as a reason for not cutting grass.
20. If members of the public should refuse to move and/or remove their belongings, the Contractor's staff shall return as soon as the site area is clear and it is possible to complete the works. In dealing with the public the Contractor's staff shall observe common courtesy and politeness even though such may not be reciprocated and take all reasonable steps to ensure good relations between the public, the Council and the Contractor's staff.

Methods

21. All grass shall normally be mown in parallel straight lines so that areas are left with a neat .and tidy appearance giving a high visual standard. All grass should be cut with the minimum of overlap. On successive cuts the direction of cut will, where appropriate, be at right angles .to the previous cut.
22. The mowing speed must be controlled so as to achieve the best standards of finish. The operator must ensure that all movement of the machine, whether mowing, turning or in transit, does not damage the sward or its visual appearance. Particularly care must be taken .be taken to avoid skidding, balding or the

effects of fast turns. Should damage occur, the Parish Clerk will instruct the Contractor to reinstate the area promptly at this own expense.

23. A cut or cutting shall consist of as many passes in as many directions with the appropriate machinery or equipment as is necessary to cut all the grass cleanly and evenly to the standard required by the Council and the satisfaction of the Parish Clerk. This is of particular application when during wet weather the grass is "laid down" by machinery or any other course giving the appearance of having been cut evenly but subsequently "springs up". In such instances, the area will have been deemed not properly cut and the Contractor will be required to re-cut or take such action at his expense so as to provide the required standard of finish.
24. Grass edges will be clipped back to the turf in a clean and even manner using shears and other suitable equipment. Where grass abuts obstructions e.g. playground equipment or paved areas, it will be clipped back or trimmed back to the turf line to the same height as the main cut.
25. Any mowing's landed on any paved areas will be swept off and any mowing's landing on planted areas, shrub beds, rose beds etc will be completely removed, by the Contractor before proceeding to the next site.

Obstructions

26. Grass must be cut as close as possible up to grave memorials, paving, kerbs, walls, fences, benches, play equipment, goal posts etc and around obstructions without causing damage to plants, trees or other features and other equipment.
27. Any accidental damage must be reported to the Parish Clerk as soon as possible.
28. Cutting as aforementioned shall be undertaken as the same standard and frequency as that applied to the main area using methods, tools and machines as appropriate. The cutting of such areas shall be undertaken on the same day as the main area.
29. Growth regulators and contact herbicides are not allowed except around obstacles on certain grassed areas as permitted by the council, detailed within the contract and approved by the Parish Clerk. In such cases the width of spray is to be no more than 25mm and all applications are to be carried out when possible during January, February and by no later than the 31st March in any year. Extreme care must be taken to prevent damage to trees, shrubs etc.

Machines

30. Ride-on machinery will be acceptable but pedestrian operated machinery will also be required on some areas and will be essential on smaller areas.
31. Guards and other protective devices must be fitted on all machines and remain fitted at all times (except when maintenance is being undertaken) and all Codes of Practice observed.
32. Machines must be of an appropriate type, well maintained, correctly adjusted and set to the heights specified to give a clean even cut without causing damage.

Machines – Maintenance and Service

33. The refuelling, cleaning and minor servicing e.g. blade changing of rotary motors must take place on paved areas, not grassed areas. Only simple maintenance operations shall be carried out on areas approved by the Parish Clerk. Such areas used must be thoroughly cleansed on completion of the day's work on that area.
34. Refuelling should not occur on bitumen or tarmac areas.
35. Spilled fuels, oils etc. shall be cleaned up immediately with suitable solvents.
36. During servicing or refuelling engines must be switched off and machines immobilised (e.g. disconnect spark plugs).

37. All mowers shall be immobilised or removed from areas when the Contractor's staff leave the area and no equipment is to be stored at any area nor left overnight thereon.
38. The Contractor shall ensure that his staff are familiar with and adhere to the Codes of Practice relating to mowers and the safe storage and handling of petroleum spirit/diesel oil .and standard operating procedures for individual makes of mowers.

Herbicide, Pesticide and Fungicide Application on Grass

39. The Contractor will allow for the cost of supplying and applying selective herbicide, pesticides and fungicides to grassed areas to control weeds, pests, fungi and in some cases to control grass edge growth and the relevant Codes of practice must be adhered to.
40. Details of all applications must be recorded on Controlled Products Application Record Sheets which should be returned to the Town Clerk along with plans marked to show all the areas treated.
41. Each year approximately one third of the total grass areas shall be treated with herbicide, the aim being to treat all grass areas over a three year programme. The Contractor shall provide the Town Clerk, two weeks in advance, a programme of the scheduled herbicide works.
42. The manufacturer's instructions must be followed as to the delay between application and the mowing operations.
43. The Contractor will phase the application in conjunction with grass cutting so as to give maximum effect and control. Generally grass shall not be cut three days before or five days after herbicide treatment. No containers or bags of herbicide or applications shall be left unattended on any areas.
44. Occasionally, and upon the instructions of the Town Clerk, it will be necessary to apply pesticides to control worms or other pests and diseases of the turf. The pesticides to be used in the undertaking of such works shall be supplied by the Contractor. All control aspects detailed for herbicides shall apply.

Fertiliser

45. The Contractor shall supply a spring dressing of fertiliser to areas requiring attention. The extent is to be agreed annually by the Town Clerk. The type of fertilizer the Contractor intends to use must first receive prior approval of the Town Clerk and the method of spreading must be approved by the Town Clerk in advance.

Appendix A – Extent of areas to be included in Grass Cutting Contract

