**Maiden Bradley with Yarnfield Parish Council**

**GROUNDS** **MAINTENANCE** **CONTRACT**

**PART** **A** **-** **CONDITIONS** **OF** **CONTRACT**

**1.** **Description** **of** **Works**

The works comprise the annual maintenance of grounds for the maiden Bradley with Yarnfield Parish Council -

(Hereinafter referred to as "The Council") - Sites to be maintained are listed in Part C

"Schedule of Sites" to the specifications in Part B "Specification for Grounds Maintenance".

The contract will be for 1 year, commencing 1st April 2020.

**2.** **Submission** **of** **Price**

Tenderers - (hereinafter referred to as "The Contractor") - are required to enter their annual price to maintain sites to the specific standards in Part C, this to comprise a total annual price for each site, totalled to give an annual price for all sites. All prices are to be shown exclusive of Value Added Tax.

**3.** **Payment**

The Contractor is required to enter hourly rates as shown in Part C. The successful contractor will invoice the Council monthly throughout the duration of the contract in line with Council meetings.

**4.** **Price** **Review**

The total price of the contract will be reviewed annually and increased or decreased by the rise or fall in the Retail Price Index for the previous 12 months (April to March inclusive), starting with the first review effect as of 1st April 2020.

**5**. **Variations**

Where sites are altered for any reason and the Council requires more or less work to be carried out, an increase or decrease in price will be agreed on the basis of the rates included in the original tender, as reviewed in 4 above.

**6.** **Council's** **Indemnity**

The Contractor shall be held responsible for any damage caused to sites during the performance of the works. Particular attention is drawn to damage or displacement of edging kerbs spray damage to grass or planted areas and mechanical damage to trees. Any such damage will be made good at the Contractor's expense. If the Contractor, on receiving an instruction to repair such damage does not effect repairs within one calendar month, the Council reserves the right to have the work carried out by others and deduct the cost from the Contractor's invoices. Any damage to property caused in the performance of this contract must be informed by the Contractor to the Council within 2 working days.

**7.** **Insurance**

The Contractor will indemnify the Council from any claims for damage to property or persons arising from the performance of the contract and will be required to produce evidence of Public Liability Insurance to a minimum value of £10 million per claim. This must be produced prior to contract commencement.

**8.** **Acceptance** **of** **Tenders**

The Council does not bind itself to accept the lowest, or any, tender.

**9.** **Quality** **Assurance/Failure** **to** **Perform**

Where the Contractor fails to achieve the required standards, for whatever reason, he must inform the Council within 2 working days and propose how the failure is to be corrected. Where correction does not occur within a further 3 working days, a reduction equivalent to the value of work not carried out or not performed to the specification will be made for the relevant invoice. The Contractor will therefore be required to demonstrate that he operates a quality control system to ensure that the standards specified are maintained and all work is carried out as per the specification.

**10**. **Exception Reports**

As identified in Part B, the Contractor is obliged to inform the Council regarding problems `with trees. In addition the Contractor must inform the Council, in writing, of any contract areas which are in need of additional work to ensure safety or to return the area to the contract standard. The Contractor must inform the Council of such items within one week of the most recent site visit. The Contractor will carry out works arising from such reports in accordance with hourly rates quoted in Part C. Such works may include remedial tree works, vermin control and other grounds maintenance related tasks. The Contractor will employ sufficient staff to ensure that the Services are provided at all times and in all respects in accordance with the Specification and Conditions.

**11. Working Practices**

The Contractor will ensure the Contractor’s name clearly displayed. The Contractor’s employees will each carry an identity card displaying a recent photograph of the employee and the name and telephone number of the Contractor. The Contractor’s employees shall, at all times, act in a reasonable manner, particularly in their dealing with the general public. All work is to be carried out between Monday and Saturday inclusive (Sunday work is not permitted unless in prior authorisation of the Council). No sub-contracting is permissible without the prior written consent of the Clerk to the Council.

**12. Termination of Contract**

The Council reserves the right to terminate the contract where, in any month, more than 20% deduction to a monthly invoice is made due to failure (see 9 above), or where the Contractor fails to meet any of the Conditions of Contract as identified in Part A of this document. Four weeks’ notice to terminate will be given in such cases.

**13. Contract Manager**

The Contractor shall ensure that during the contract period a member of the Contractor's management staff is empowered to act on behalf of the Contractor and be available to be contacted by the Parish Clerk of the Council at all "reasonable" times, i.e. during office hours (generally 9.00 a.m. - 4.00 p.m. Monday to Friday). The Contractor should be contactable, or an answering facility made available outside office hours (generally 5.00 p.m. - 8.00 a.m. Mondays to Friday, 24 hours Saturday and Sunday). The Contractor will provide an emergency contacts list. Both the Contractor and the Council will make known to each other the persons responsible for daily matters affecting the contract.

**14.** **Health and Safety**

The Contractor shall comply with all relevant sections of the Health and Safety at Work Act: `Electricity at Work Act: Control of Substances Hazardous to Health Regulations. The Contractor will adopt safe methods of work in order to protect the health and safety of its own employees, the employers of the service users and all other persons including members of the public. The Contractor will review his health and safety policies and safe working procedures as often as may be necessary in the light of changing legislation or work practices. The Contractor will ensure its staff are aware of basic fire safety regulations and are trained accordingly. N.B. - No burning allowed on sites.

**15.** **Sufficiency** **of** **Information**

The Contractor shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the rates and prices stated by the Contractor in its tender which shall (except in so far as is otherwise provided in the Contract) cover all the Contractor's obligations under the Contract and shall be deemed to have obtained for itself all necessary information as lo risks contingencies and any other circumstances which might influence or affect the Tender or provision of the Service.

**Maiden Bradley with Yarnfield Parish Council**

#### PART B - SPECIFICATION FOR GROUNDS MAINTENANCE

**A. GRASS CUTTING**

Clause Ref:

A1 Maintain grass areas (amenity standard)

Maintain sward at a height of between 25 and 80 mm at all times by use of cylinder mowers where access allows. Where inaccessible to cylinder mowers, rotary mowers or strimmer’s may be used to comply with the standard. Normally, this will entail between **12 - 17 cuts throughout the year**.

### Grass Cutting General Notes

The Contractor is to allow for the following and include all costs within his price:

a. Sharp turns with vehicles on grass areas are to be avoided to ensure that scuffing, etc. does not occur.

b. Machinery must be of an appropriate type, well maintained, correctly adjusted and set to give a clean, even cut across the cutting width, without chewing, tearing or ribbing.

c. In drought conditions, modify maintenance as follows so that the cutting height is raised to maintain the sward or the maximum specified height.

d. All arisings must be swept from hard areas immediately following mowing and arisings disposed of at the Contractor's tip.

e. All areas to be mown must be thoroughly inspected prior to mowing and all rubbish (stones, litter, etc.) removed. All raisings to be disposed of at the Contractor's tip.

**Maiden Bradley with Yarnfield Parish Council**

# PART C - SCHEDULE OF SITE/PRICES

SITE NAME CLAUSE REF ANNUAL PRICE

Recreational Area Grass **Al grass cut**

To supply all plant labour and materials to undertake a minimum of 17 cuts of the village recreational grounds per annum. Area to be maintained entirely within the boundary fence and hedging except where the field borders Sydenham’s Lane where a small verge outside the post and rails fence also to be cut. Large areas to be cut with mower and smaller areas to be trimmed with a nylon cord trimmer arisings allowed to fly on both.

**Width and Areas to be specified**

SITE TOTAL =

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**Maiden Bradley with Yarnfield Parish Council**

The Council undertakes to pay each months invoice within 21 days of receipt of invoice.

Charges or variations to contract (plus or minus) will normally be made the month following

**Maiden Bradley with Yarnfield Parish Council**

## PART E - FORM OF AGREEMENT

This AGREEMENT is made the......................... day of ………………….

………………….. 2019

BETWEEN Maiden Bradley with Yarnfield Parish Council and

………………………………………………..

(hereinafter referred to as 'The Contractor').

WHEREBY--

1. The Maiden Bradley with Yarnfield Parish Council wishes to receive the Services as set out in the Terms, Conditions and Schedule for a period of 1 year from 1st April 2019.

2. The Contractor is willing to perform such services subject to and in accordance with the Terms and Conditions Schedule.

3 The Contractor shall provide the Services in accordance with and subject to the provision of this agreement and to the satisfaction of the Horningsham Parish Council then payment provided for in this Agreement will be made to the Contractor as set out in the Annex to this agreement.

The Contractor will review his health and safety policies and safe working procedures and provide a copy of their Insurance documentation and Risk Assessments to the clerk before the contract starts.

IN WITNESS to this Agreement, signed this ...........................day

of.................................... 2019

For Maiden Bradley with Yarnfield Parish Council

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For the Contractor

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