

## A. INVITATION TO TENDER

1. Barton Upon Humber Town Council (“the Council”) hereby invites tenders for the carrying out of the service of Grass Cutting in accordance with the Contract documents attached, which comprise:
  - a) Invitation to Tender
  - b) Standard Contract Conditions
  - c) Specification of Works
  - d) Schedule of Works
  - e) Site Plans
  - f) Tender Form
  - g) Declaration & Company Details Form
  - h) Evaluation
2. The prices submitted must indicate the rate for carrying out each element of the Contract.
3. Prospective Contractors should ensure that they are completely familiar with the nature and extent of the obligations to be accepted by them, if the tender is accepted.
4. Any queries regarding the interpretation of any part of the contract documents should be addressed to the Town Clerk by no later than two weeks before the closing date.
5. The tender shall be submitted ONLY on the attached Form of Tender and the Order Form enclosed with the contract.
6. Prospective Contractors should note that the Council is not bound to accept the lowest, or any tender. The Council’s decision is final and no correspondence will be entered into on the reasons why a tender has been rejected.
7. The successful tender together with the Council’s written acceptance shall form a binding agreement in the terms of the Contract documents.
8. If having examined the tender documents you wish to submit a tender you should:
  - a) Fully complete and return the following documents.
    - i. Tender Form
    - ii. Declaration & Company Details Form
  - b) Return tenders and all related documentation by (Date to be added) by post to Barton Upon Humber Town Council, Assembly Rooms, Queen Street, Barton-Upon-Humber, DN18 5PQ
  - c) Tenders received late will not be considered.
  - d) Please note that the package containing the tender must be clearly marked **‘Tender for grass cutting contract’** on the outside.

## B. STANDARD CONTRACT CONDITION

**Officer**

The Officer will be the Town Clerk

**Extent of Work**

The work will comprise of the cutting of grass on the areas defined on the map in green.

Grass Cutting: May be cut to a higher standard but no additional payment will be paid for an additional work. Grass verges to be cut approximately 9 cuts per season or in line with the weather conditions on a three working week cycle to the length of 30mm and dates to be supplied to the Clerk in accordance with the weather conditions, with strimming around obstructions, street furniture and arisings blown clear of footways. Wild Flower Meadow verges to be cut and maintained as per the attached instructions. There may be an increased number of wild flower areas created during the period of the contract. Bins are also to be moved in order to cut verge panels if attending of the waste collection day.

Delaying cuts on certain areas as advised by the Clerk to establish what types of wildflowers are growing.

Contractor to provide a provisional quote per square meter for creating more wild flower areas excluding the cost of seed.

Contractor to include quotation for cutting wild flower areas in the August/September and all arisings to be removed and disposed of appropriately. Wild Flower verges to be cut up to a maximum of 1.5m from the kerb on a regular basis.

Designation of Let it Grow Areas. These areas will be left to allow naturally occurring wild flowers to grow in order for their impact to be assessed for their contribution to the ecological diversity of the town.

Public Right of Way – Bridleways, Footpaths, Restricted By-ways: 3 cuts per season normally in May, late June and late August – this may change in agreement with the Authority if there are weather related reasons. The minimum specification required would be a cut to the length of 50mm over a width of 1.5 metres for footpaths and 3 metres for other ways (where the physical width permits), and should include surface growth, overhanging growth (allowing a height of at least 6.5 feet on a footpath and 10 feet on other ways), and growth around signposts, waymark posts and structures, such as bridges, gates and stiles; but not hedges (unless these are rooted within the path or way itself), nor crops, or trees, shrubs or other vegetation ostensibly being grown for commercial reasons.

**Workmanship and Equipment**

The workmanship must be of the highest standard and shall conform to all relevant British Standards and Codes of Practices.

### **Duration of Contract**

The duration of the Contract will be **Three Years** commencing on (Date to be inserted and to inclusive). Tenders are to be priced on a per cut basis. There will be no opportunity to alter the rates tendered during the full term of the contract.

### **Payment to Contractor**

The contractor will submit a monthly invoice as per the terms in the accompanying Terms and Conditions.

### **Termination of Contract**

Either party may, without reason, terminate the Contract, in writing, giving no less than Three Months' Notice. Terms and Conditions document details further information.

### **Insurance**

The contractor is required to have a minimum of £10,000,000 public liability insurance. A current certificate of insurance to this effect must be produced to the Town Clerk prior to commencement of the Contract and annually thereafter. The Contractor shall indemnify the Council against any claim or proceedings for any injury or damage to any property or persons or animals as a result of negligence, poor workmanship or failure to notify the Council of any action likely to cause injury or damage to a third party. Any damage caused to any property during the performance of this contract must be reported to the Town Clerk immediately and any costs involved to rectify the damage will be the responsibility of the contractor.

### **Health and Safety**

The Contractor shall comply with all relevant statutory requirements (including Health and Safety at Work Legislation) at all times in carrying out the services described in this agreement. All works will be carried out in accordance with the Safety at Street Works and Road Works: Code of Practice 2013.

### **Notes to Tenders**

- i. Attention is drawn to the Form of Tender and Standard Contract Conditions. These documents must be read in conjunction with the Specification of Works; Plans and Schedule of Works. Contractors are advised to carefully read all documentation.
- ii. The prices to be included in the Form of Tender are to the full inclusive value of the work described, including all profit, costs and expenses, and all general risks, liabilities and obligations, but EXCLUDING VAT (if applicable).
- iii. A price shall be inserted against each item on the Form of Tender for each element of the contract to be tendered for.
- iv. No alteration to the text of the Form of Tender is to be made by the Contractor tendering. Should any alteration, amendment, note or addition be made, the same will not be recognised and the reading of the printed Schedule will be adhered to.

- v. A regular inspection will be carried out by the Council throughout the period of the Contract to ensure the work is completed in accordance with the Specification of Works.
- vi. Invoices presented for payment must include a schedule of the works completed including the dates of the work.
- vii. Contractors are asked to contact the Town Clerk if any clarification is required.

### **C. SPECIFICATION OF WORKS**

1. Prior to cutting or trimming any area, the Contractor will ensure that the site is free of any significantly large stones and all paper, tins, bottles and other debris on the cutting area to include household waste bins if cutting on collection day. Litter to be disposed of or recycled in an appropriate manner. Contractor will also pay heed to information on any undesirable weeds such as Japanese Knotweed and will leave panels uncut if there is any suspected weed that requires treatment from qualified personnel.
2. The Contractor will also inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Council immediately of any potential hazards.
3. The Contractor will at all times during the period of the Contract, ensure that all machines engaged in grass cutting operations are sharp and properly set, so as to produce a true and even cut. Any damage or areas of grass not cut to the approval of the Council from such lack of maintenance will be made good by the Contractor at his/her own expense and to the satisfaction of the Council.
4. The Contractor will at all times during the period of the Contract ensure that machines are properly guarded and maintained so as to present no danger to the operator, surrounding structures, vehicles or any person in the vicinity of operations. The Contractor will provide his/her staff with all safety equipment, (boots, reflective Hi Vis etc), and will ensure that staff use these at all times they are engaged in work for the Council.
5. During the period of the Contract no growth regulators of any form will be applied to any area of turf without the Council sanctioning such an operation in writing, in advance.
6. All grass will be cut cleanly and evenly without damaging the existing surface and with sufficient overlap between passes of the cutter.
7. The Contractor will complete one area of grass cutting before moving onto the next, and immediately after cutting a scheduled area, the Contractor will ensure, where applicable, that all grass clippings and other arising's are cleared from all paved areas, playground equipment safety surfaces, paths and public footpaths, etc., by sweeping or using a blower.
8. Soft vegetative growth, such as clover will be deemed as part of the Contract where it falls within large areas of grass.
9. Areas not cut to the satisfaction of the Council will be re-cut by the Contractor at the Contractor's own expense within 5 days of the cut.

10. In very wet conditions all operations involving grass cutting shall cease until conditions allow operations to recommence without damaging the surface levels and contours of the ground or grass cutting 'divots' from the machine rollers or cutters.
11. Should the Contractor cause damage to the surface or levels of the ground, or create divots during grass cutting operations, the Contractor will at his/her own expense reinstate such damage forthwith to the satisfaction of the Council.
12. Mowing will be carried out as close as possible to fixed obstructions. Moveable obstructions can be removed to facilitate cutting, and replaced before the Contractor leaves the site.
13. Mowing around obstructions including seats, trees, fence lines, posts, stones and kerbs and the like, and in the proximity of margins, will be undertaken using methods, tools and machines as appropriate to ensure neat edges to paths etc.
14. If used, strimmers must not be allowed to damage any trees, shrubs etc, or permanent or removable fittings.
15. All persons operating grass cutting machinery must be appropriately trained, and the Council reserves the right to ask the Contractor to provide adequate proof that his operators are well trained, conversant with Health and Safety Legislation and competent in their operating methods.
16. All arising's from grass cutting, where collection is required, are to be removed from site and correctly disposed of.

## D. SCHEDULE OF WORKS

### Map Verges and Amenity Areas.



**Spring Flowers to include daffodils and crocus to be mown around for the first two cuts and the leaf growth left to die back.**

## D (1) Schedule of Works

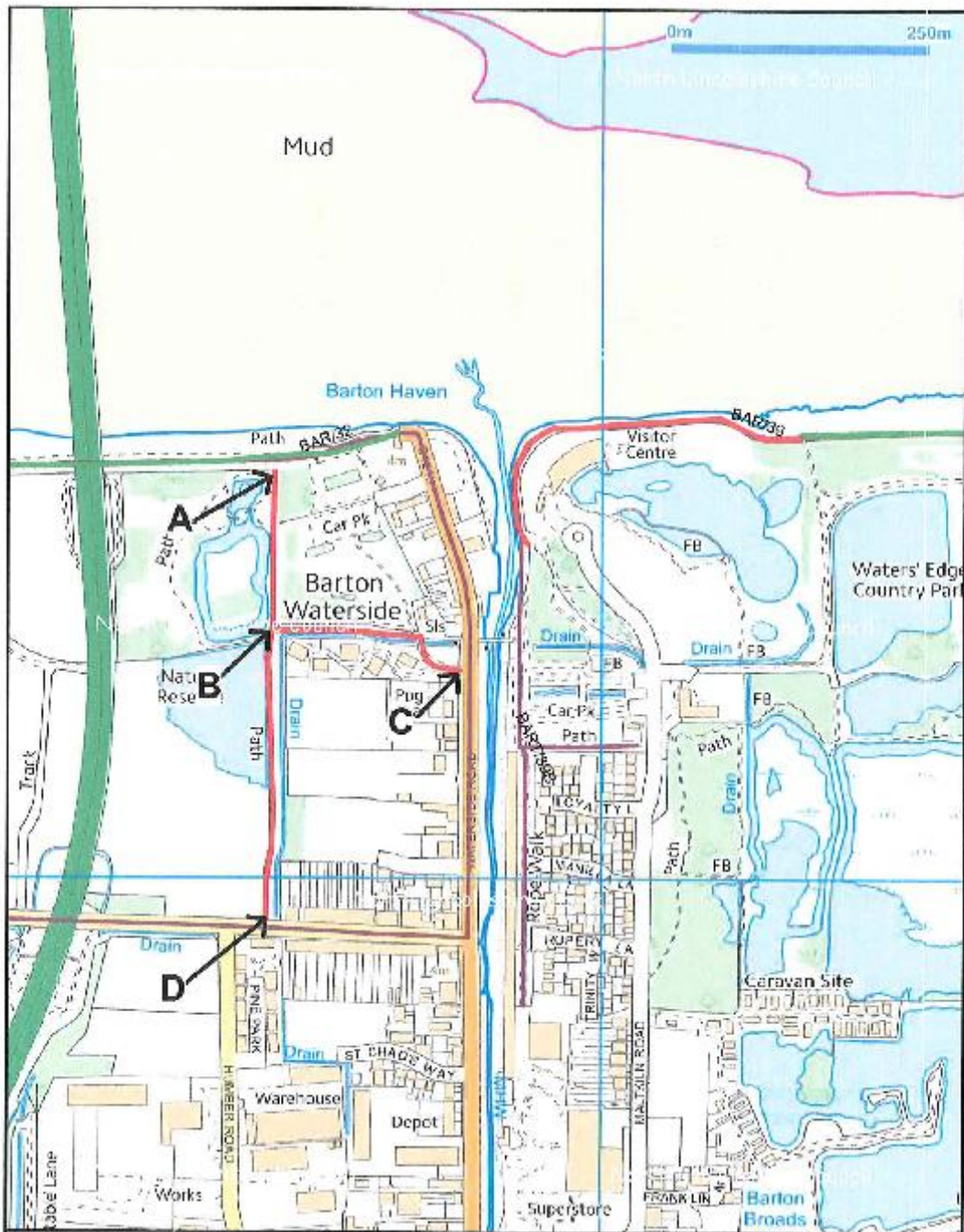
### Public Right of Way Schedule and Maps

Burton P3 Cutting

PROW

Parish	Path type and number	Schedule	Helpful information	Length and width of cut: TRACKER	Length and width of cut: STREAM	Map title
Burton	Permissive	Strin A to B to C and B to D	Access from Waterside car park		660m long 1.5m wide	01 Burton Permissive
Burton	FP32	Traction A to B (1.5m either side of surfaced track)	Access from Waterside Car park. Goes under Number 8 bridge	2,470m long 3m wide		02 Burton FP32
Burton	FP35 and 31	Traction A to B to C to D to E	Access from Gravel Pit Road A to B on north of drain, B to C on South side of drain	1,800m long 1.5m wide		03 Burton FP35 and 31
Burton	FP36	Traction A to B to C	Access from A or B. Path changes side of drain at B	500m long 1.5m wide		04 Burton FP36
Burton	FP33.1	Traction A to B	Access from Wasfield Road	700m long 1.5m wide		05 Burton FP33.1
Burton	BR34 and FP33.2	Traction A to B to C to D to E to C to B to A	Access from A, D and E	3,400m long 3m wide		06 Burton BR34 and FP33.2
Burton	Burton BR35.1 and FP33.0	Traction A to B to A	Access from A (Eastfield Road)	2,000m long 3m wide		07 Burton BR35.1 and FP33.0
Burton	FP37	Traction A to B	Access from either end	480m long 1.5m wide		08 Burton FP37
Burton	FP40	Traction A to B	Access from Falklands Way	1,100m long 1.5m wide		09 Burton FP40
Burton	FP38	Strin A to B. Traction B to C	Access from Waters Edge Country Park. Includes part of Barrow FP38	3,100m long 1.5m wide	600m long 1.5m wide	10 Burton FP38





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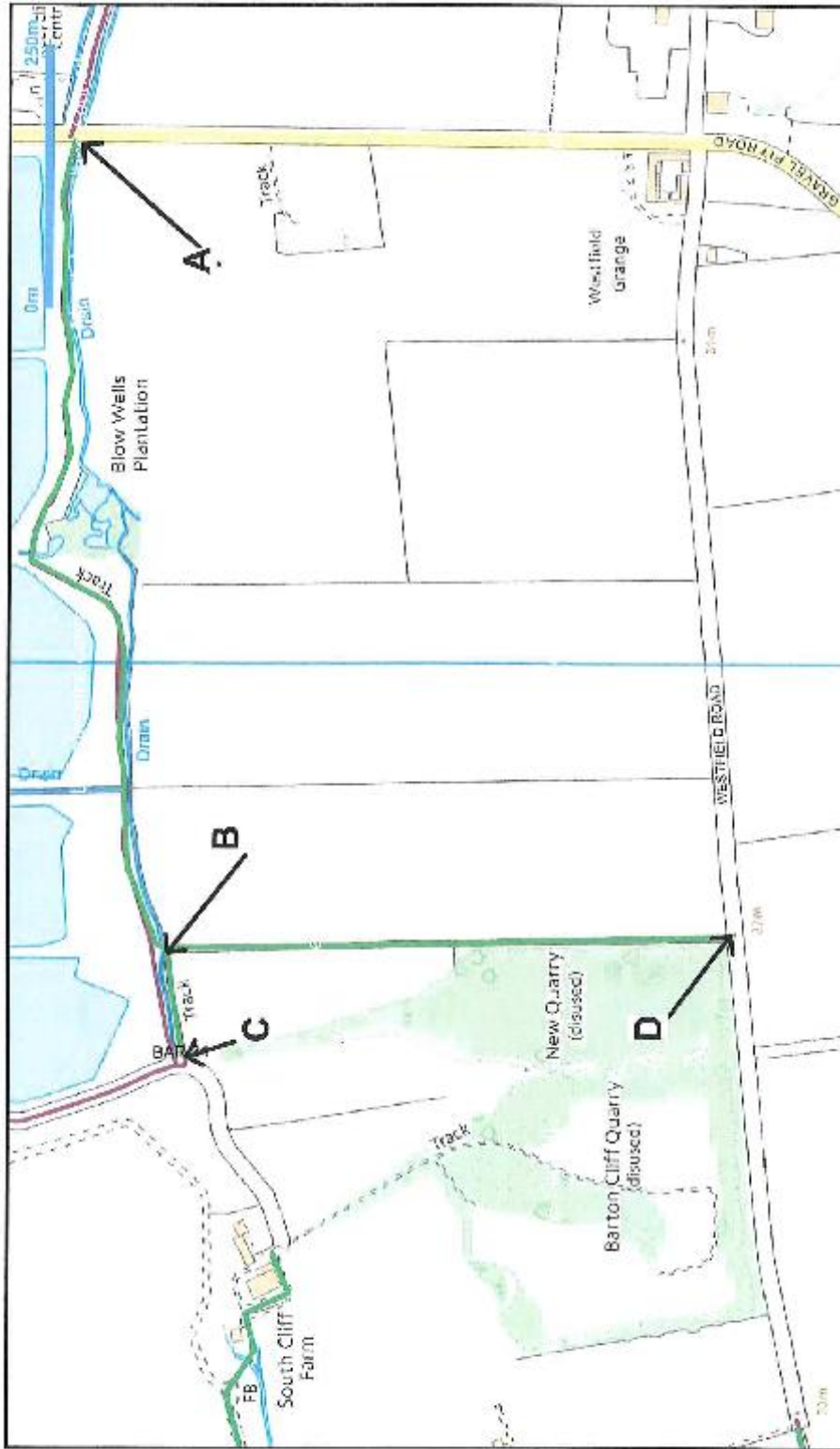
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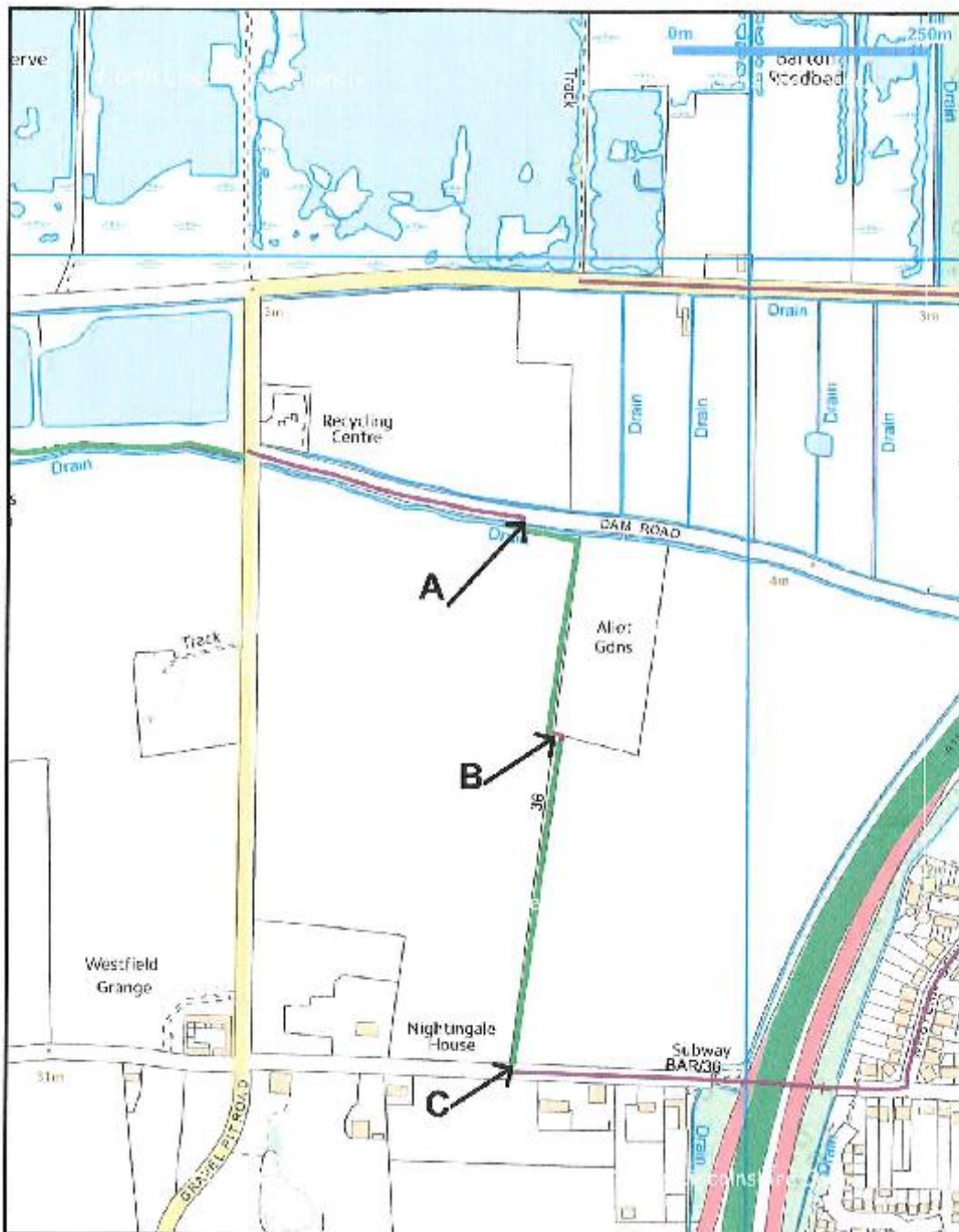
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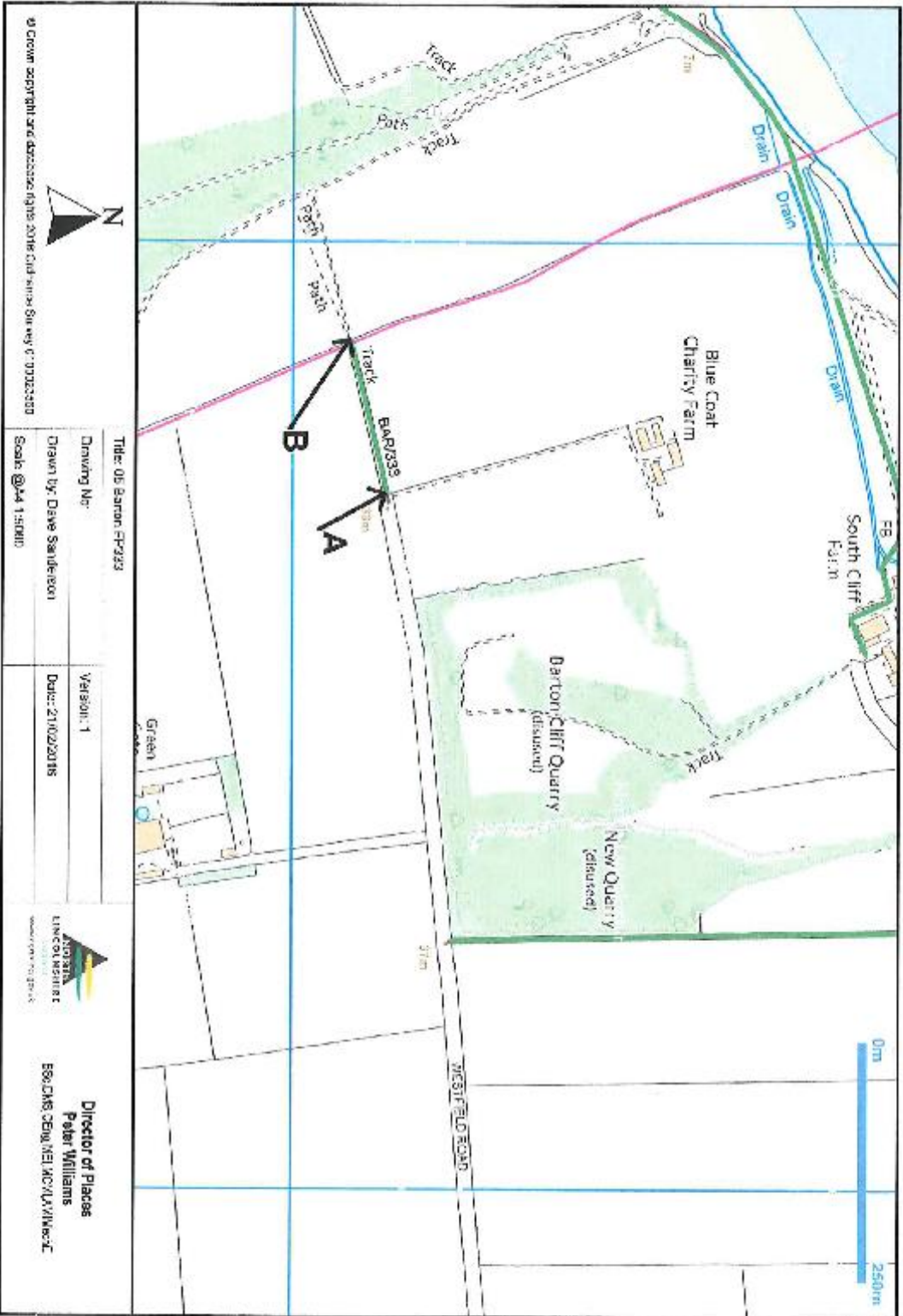
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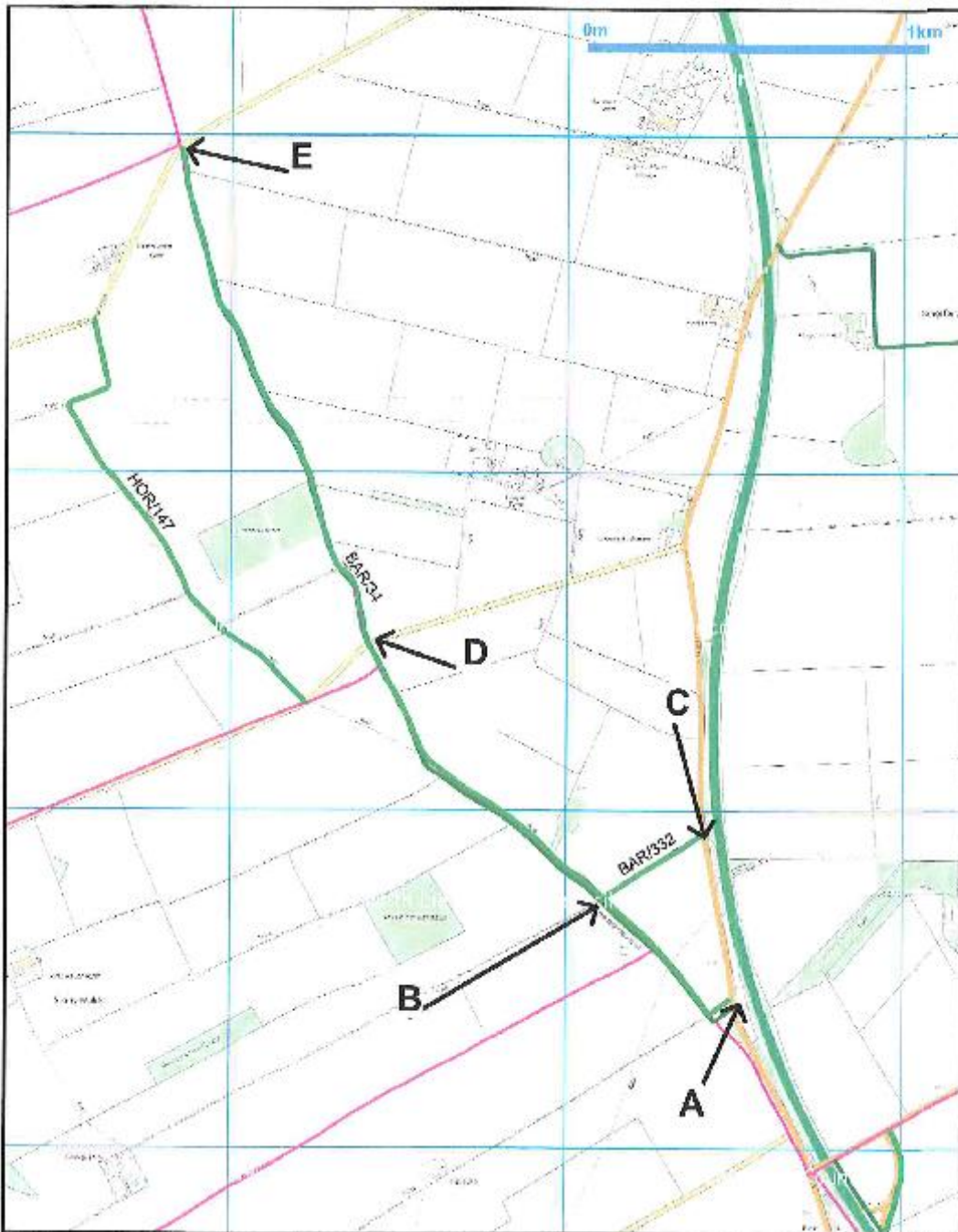
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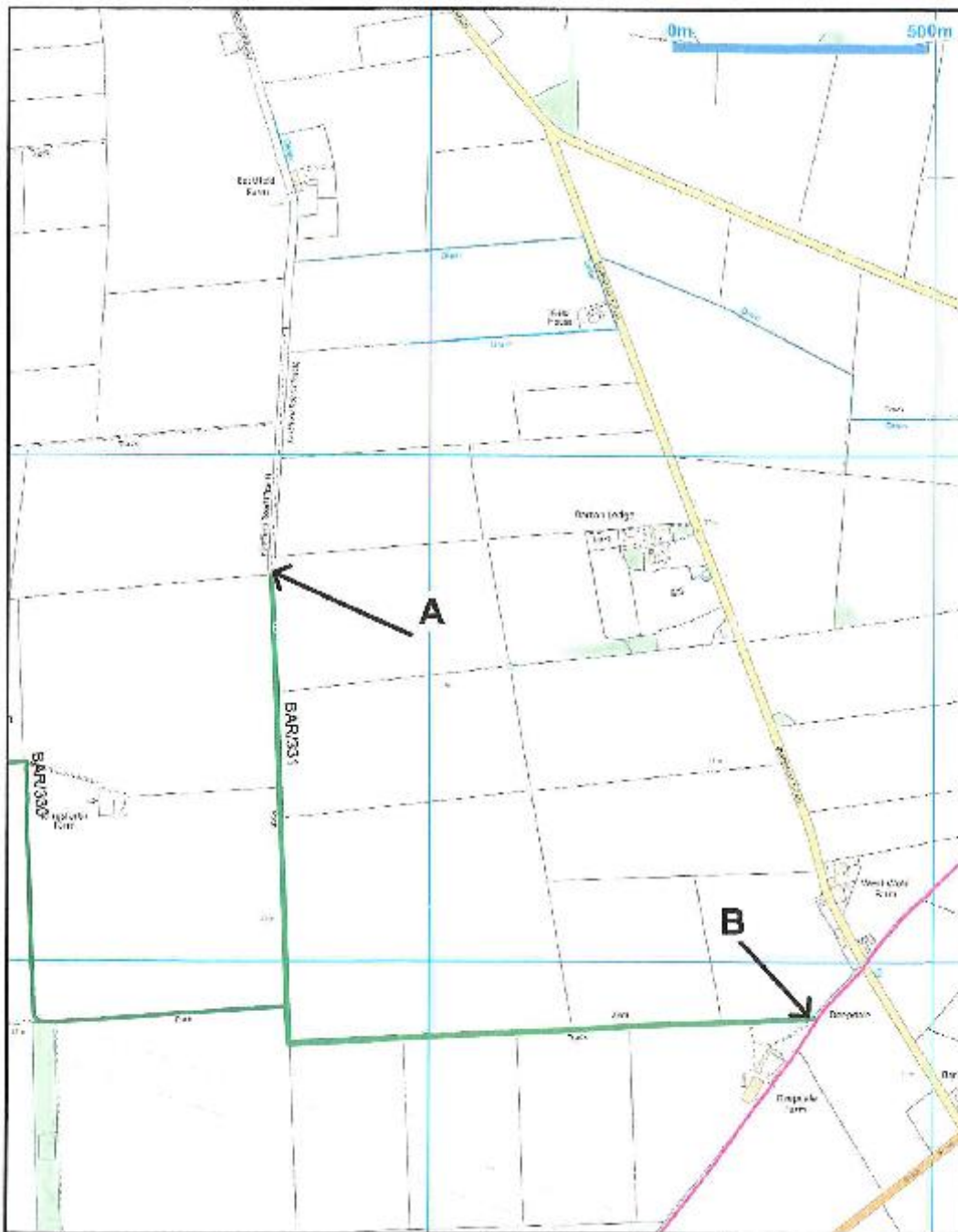
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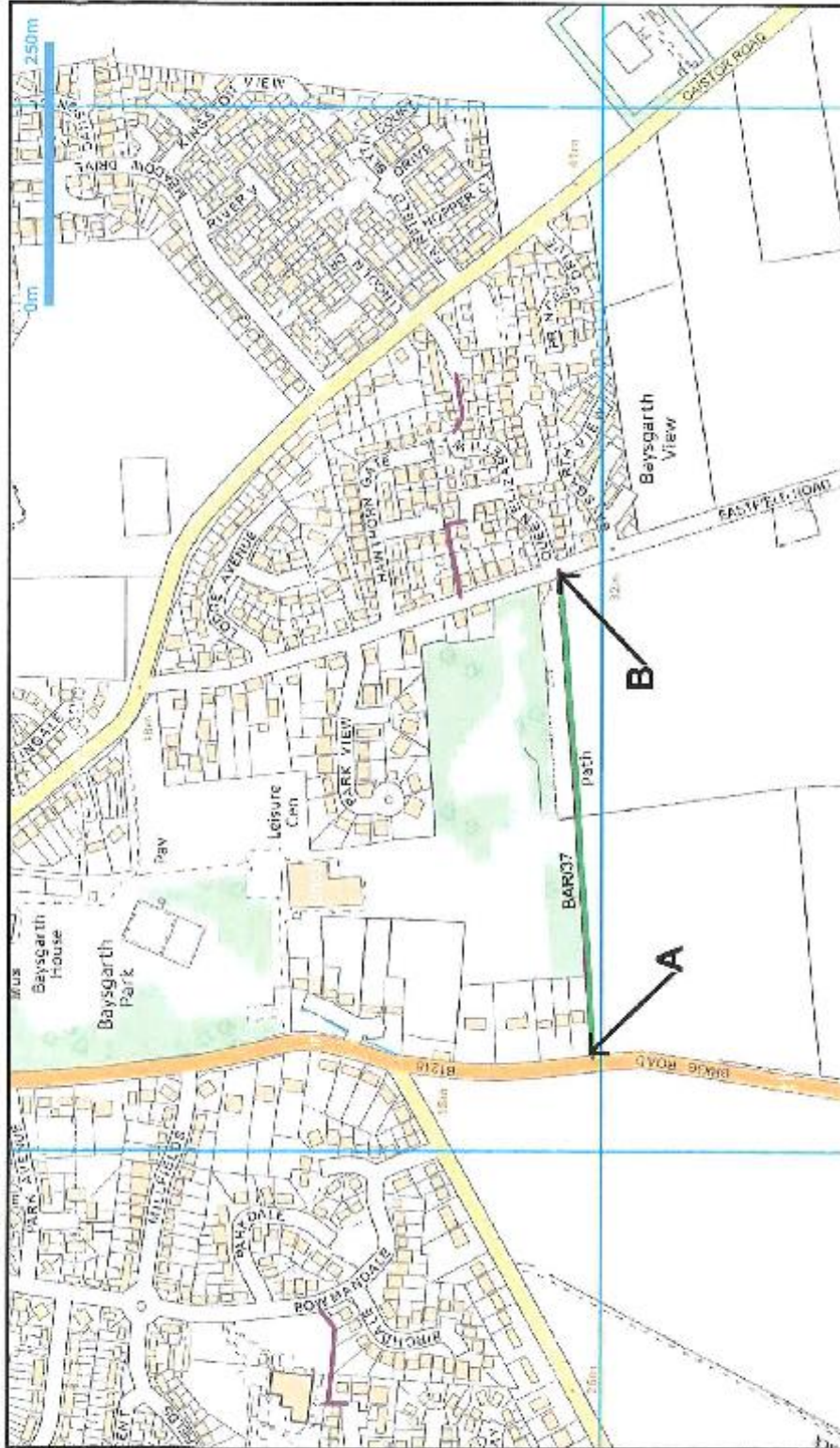


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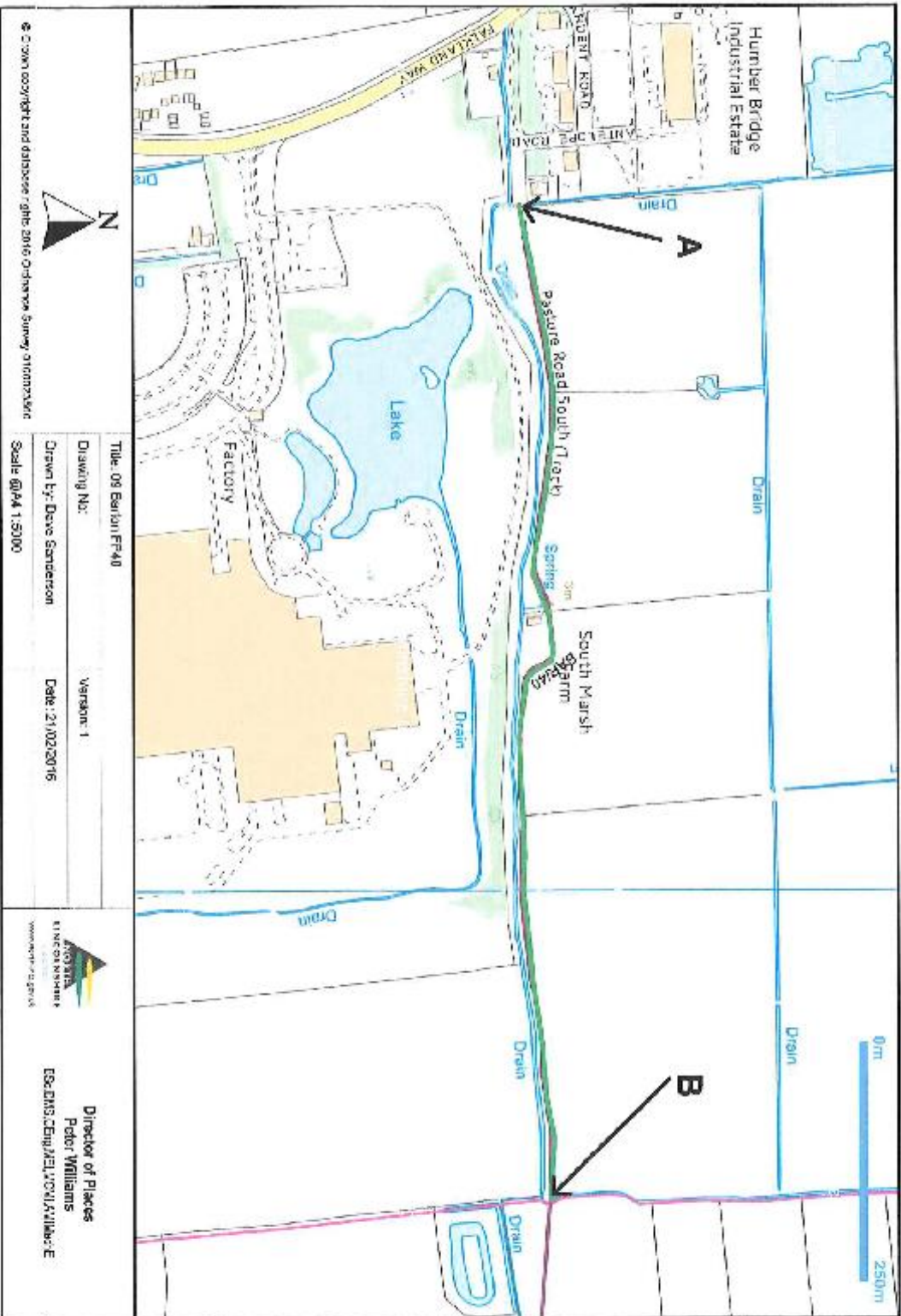
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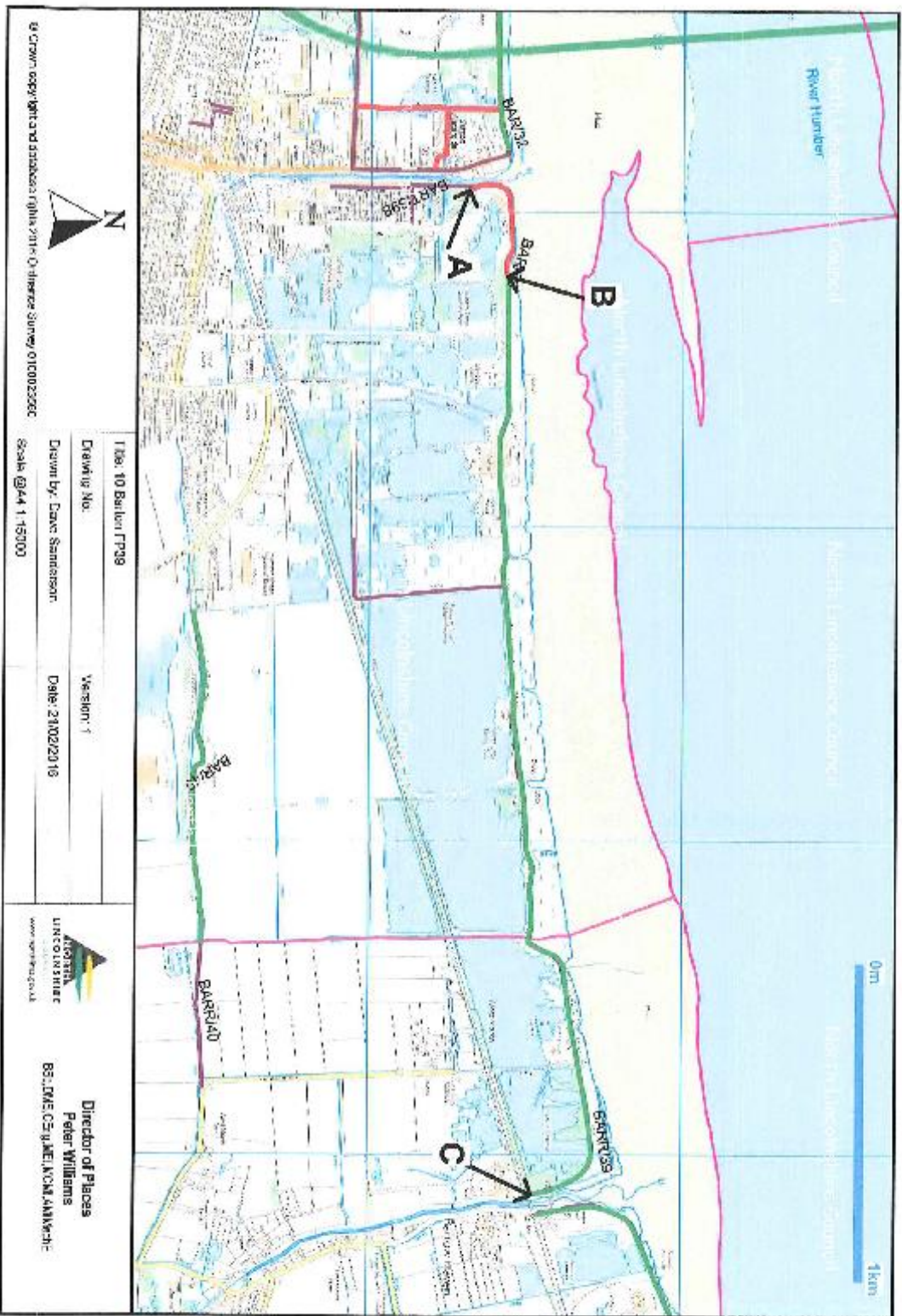


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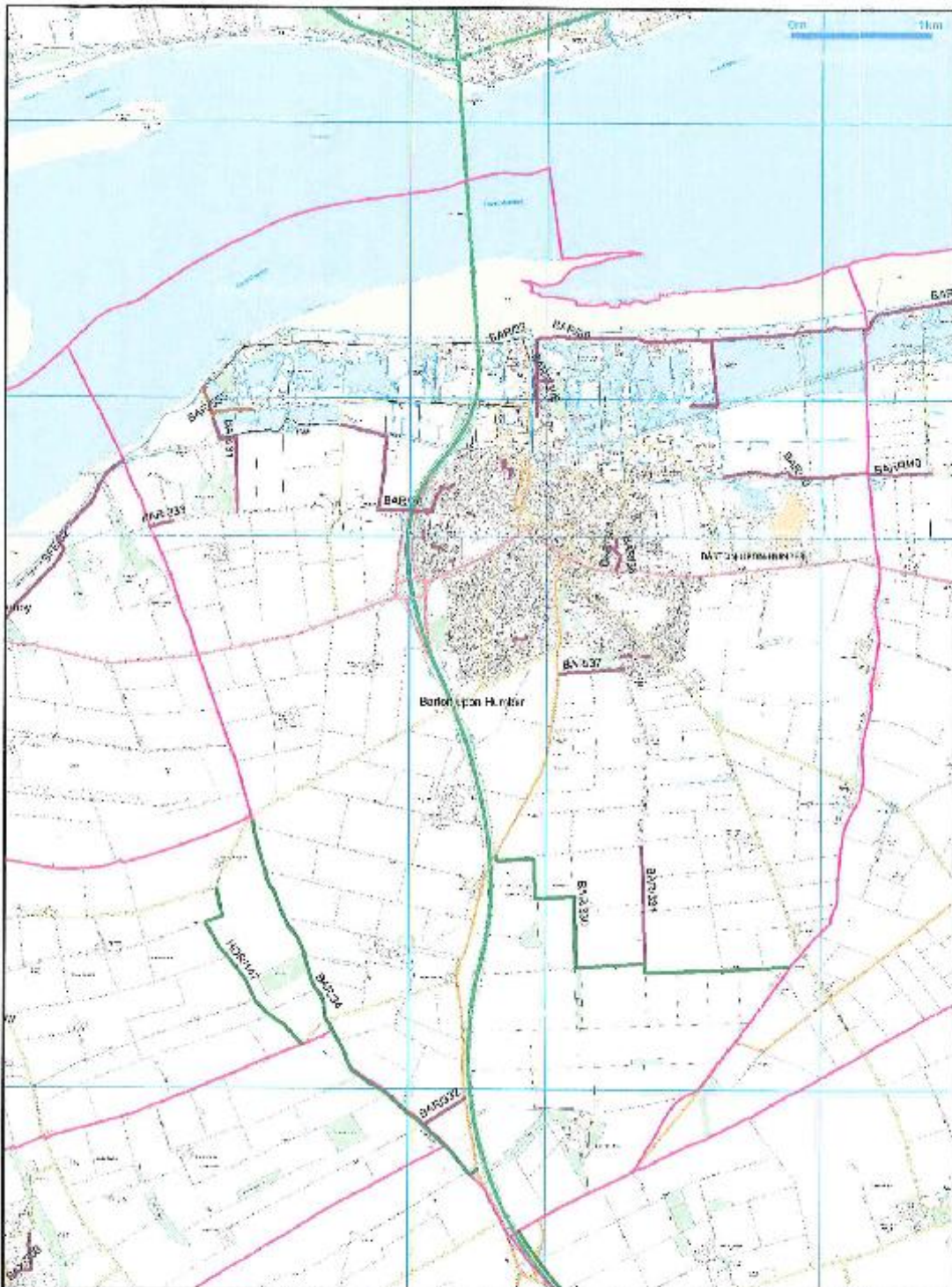
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**E. TENDER FORM – To be submitted to the Council**

Please complete and sign the Tender Form and Declaration & Company Details Form to Barton upon Humber Town Council by (insert date)

Prices quoted are to be Exclusive of VAT

Contracted Areas 2021/23	Number of Cuts	Quoted Price per Cut	Total Price Per Year Based on Minimum cuts
Verges and Amenity Areas as outlined in Map D	9		
Public Rights of Way as outlined in Maps D (1)	3		