

# MAIDEN NEWTON PARISH COUNCIL

## Specification for the Grass cutting contract 2022 to 2025

### The sites:

1. Car Park at the Village Hall and Play Area.
2. Hedley Haward Memorial Playing Field.
3. The Green, Harveys Close
4. Rock Pit Farm Car Park, Chilfrome Lane
5. MUGA surface- Sweep and clean the surface (see note g below)

### Specification:

- a) General maintenance of grassed areas of the above sites, using your own mower, strimmer, hand tools and any other necessary equipment as required to carry out the work. The contractor should possess a certificate of competence to operate powered equipment and a maintenance record for each item.
- b) Height of cut 25mm (1 inch) with maximum growth height of 50mm (2 inches) between cuts. The sites should at every cut be strimmed up to boundary fences and hedges (including the edges of the Multi-use Games Area (MUGA) on the Playing Field. (taking care strimming fence lines)
- c) Frequency of cuts to maintain this required height will be dependent on climatic conditions, rate of growth and time of year. Leading into the summer the specified minimum cut height will not be achieved at the first cut. Similarly leading up to the winter period, when little grass growth occurs, regard should be taken as to the need to ensure adequate cut height in excess of the specified minimum cut.
- d) Grass clippings from the first cut must be collected and removed from the sites. Grass clippings from later cuts must always be collected and removed from the Play Area but can be left on the Playing Field unless grass growth exceeds the maximum height of 50mm (2 inches).
- e) Grass cutting is to be carried out with appropriate equipment to produce an even cut, without ridges or ribbing, removing all bents and stalks throughout the area. Grass cutting to the specified areas is to include removal and disposal of all leaves, litter, stones, debris and objects which could cause a danger to the public or which could be pressed into the surface of the area by the cutting operation.
- f) Weeds in gravel surrounding Multi-use Games Area (MUGA) are to be removed regularly (every 2 to 3 months) using weed killer. It is essential that whoever carries out this work possesses the necessary licences.
- g) MUGA surface- sweep the MUGA as required, and pressure wash twice a year as required to remove all algae (electric and water can be accessed from the MUGA hut)

**Plants and Materials-** All plant and materials necessary for the proper execution of the work are to be provided by the contractor. This should be included within the quote.

**A site visit is necessary-** please contact the Clerk to arrange this.

### Terms of Contract

1<sup>st</sup> April 2022 to 31<sup>st</sup> March 2025 inclusive

### Insurance

The contractor will be required to produce an "all risk" policy covering his/her liability for damage to property and public which is no less than £5 million in respect to any claim. The successful applicant will provide copy of such insurance before commencing work.

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## General Workmanship and site cleanliness

All work to be carried out in accordance with all relevant Codes of Practice and in accordance with good building practise. All works should be completed in a tidy and workmanlike manner. All areas shall be left clean, and all debris/rubbish and materials shall be removed from the site prior to works completion.

## Construction Design and Management Regulations

The contractor is responsible for a Health and Safety of the works on site and is to be fully compliant to CDM Regulations.

## All Work

To be carried out must be to the satisfaction of the Parish Council, works will be inspected by Councillors or the Clerk during the period of works.

## Maiden Newton Grass cutting

**PRICING SHEET** the items have been detailed individually to enable the PC to consider the costs of maintaining each item.

Item	Price before VAT	VAT (if registered)	Total
1. Village Hall Car Park and Play Area			
2. Hedley Haward Memorial Playing Field.			
3.The Green, Harveys Close			
4. Rock Pit Farm Car Park, Chilfrome Lane			
5. Sweep and clean the MUGA surface			
<b>Total</b>			

**Comments/ requirements etc:** please continue on a separate sheet if required.

**Day rate**.....

**Name of Contractor:** .....

**Signed:** .....

**Date:**.....

**Print Name:** .....

# MAIDEN NEWTON PARISH COUNCIL

## Instructions to Tenderers

Tenders should include the completed Pricing Sheet and be submitted in plain envelopes, which should bear no distinguishing marks that could enable the sender to be identified, addressed to:

The Parish Clerk (Ref Maiden Newton Grass contract)  
Maiden Newton Parish Council  
West Elworth Farm  
Portesham  
Weymouth  
Dorset DT3 4HF

Tenders should be despatched to be received by the Council at the above address by

**2<sup>nd</sup> March 2022.** To be considered at the 3<sup>rd</sup> March 22 Parish Council meeting

Alternatively, you may email your tender to the Parish Clerk as above. [clerk@maidennewton-pc.gov.uk](mailto:clerk@maidennewton-pc.gov.uk)

Tenders should allow for inspection of the work at appropriate stages should this be required.

Tenders should include estimates for when works would commence and finish and any working requirements the Tenderer has (e.g. works to be undertaken at particular times).

Tendered prices should be stated clearly for each part of the specification requiring separate pricing, and any VAT payable should be stated clearly and separately.

Any assumptions made or conditions or limitations that the Tenderer wishes to impose should be clearly stated. In particular if any of the terms and conditions contained herein pose problems for you then please discuss them with the Parish Clerk before you submit a tender.

Invoices should normally be rendered on completion of the specified works to the client's satisfaction. The Council will undertake to pay approved invoices within 1 month of approval. On larger projects it may be appropriate for stage payments to be made. If you believe that this applies, then please note this and the matter will be discussed with you if the Council wishes to appoint you for the work.

Before undertaking any work etc for the Council the Contractor appointed should carry insurance appropriate to the work, goods or services involved (for example employers liability, public liability or professional indemnity insurance). The Contractor appointed should be prepared to evidence this to the Council.

All tenders are provided at the Tenderer's cost and the Council is not bound to accept any tender.

The Maiden Newton Parish Council is not bound to accept the lowest or any tender.

# MAIDEN NEWTON PARISH COUNCIL

## Termination

The Council may terminate the Contract forthwith if:

1. It is of the reasonable opinion that the Service Provider is in default in the performance or observance of any term or condition of the Contract.
2. It is of the opinion that the Service Provider has failed to perform the Services specified in the Schedules or has failed to do so to the standard required and that such failure is incapable of remedy.
3. The Service Provider has failed to remedy a failure to perform the Services satisfactorily in the time required to remedy such failure as instructed.
4. The Services have not been provided at the time or in the sequence set out in the Schedules contained within this Agreement.
5. The Service Provider or any employee of the Service Provider or any person acting on behalf of the Service Provider has:
  - a. Given any fee or reward the receipt of which is an offence under sub-section (2) of Section 17 of the Local Government Act 1972;
  - b. At any time during the tendering process (i.e. from the date of the publication of the notice seeking expressions of interest to the date of the award of the Contract), directly or indirectly canvassed any member or official of the Council concerning the acceptance of any proposal in respect of the Council;
  - c. Directly or indirectly obtained or attempted to obtain information from any member or official of the Council concerning any other proposal submitted by any other person in respect of the formation of the Contract;
  - d. Committed any offence under the Prevention of Corruption Acts 1889 to 1916;
6. The Service Provider compounds or makes any arrangement with his creditors whilst insolvent or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.
7. A mortgagor take possession of the whole or a substantial part of the Service Provider's property or assets or an administrator is appointed to the same.
8. An order is made, or a resolution passed, for the winding up of the Service Provider.

## Termination Consequences

In the event of the agreement being terminated for the reasons contained above the Council will:

1. Cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Service Provider's engagement shall have been calculated; and
2. Be entitled to employ and pay other persons to provide and complete the provision of the Services or any part thereof; and
3. Be entitled to deduct from any sum or sums that would but for this Condition have been due from the Council to the Service Provider under this Contract or any other contract, or be entitled to recover the same from the Service Provider as a debt, together with any loss or damage to the Council resulting from or arising out of the termination of the Service Provider's engagement. Such loss or damage will include the reasonable costs to the Council of the time spent by its officers in terminating the Contract, and in making alternative arrangements for the provision of the Services or any part thereof; and
4. Calculate the cost of any loss and/or damage and other costs arising from the Council's termination of the Contract and deducts the same from any sum or sums, which may otherwise be due to the Service Provider. The Council will pay to the Service Provider any balance shown as due to the Service Provider or if appropriate will recover any balance shown due to the Council as debt.

The rights of the Council under this Condition are in addition to and without prejudice to any other rights the Council may have against the Service Provider. The termination of the Contract, howsoever arising, will be without prejudice to any rights or obligations theretofore accrued or to any provisions which are expressed to be performed after or to survive the termination of this Contract.