

TENDER DOCUMENT FOR THE GRASS CUTTING OF VARIOUS AREAS IN STEYNING

1ST APRIL 2020 – 31ST MARCH 2023

1: CONDITIONS OF TENDER

This tender document specifies and defines the areas of grass cutting undertaken by Steyning Parish Council over and above the grass cutting carried out by Horsham District Council and West Sussex County Council

This tender document is issued for and on behalf of:

Steyning Parish Council, Fletchers Croft, Steyning BN44 3XZ.

Any queries regarding the tender should be sent in writing either by post or electronically to Mr John Fullbrook , Parish Clerk, at the above address.

All contractors tendering will ideally have at least 3 years previous experience as a grass cutting contractor for an organisation with grass based sports facilities e.g. football/ cricket clubs.

All tenders must be signed by a company director or the named sole trader or partnership, dated and returned in a sealed envelope to the above address by either post, courier or delivered by hand no later than **12.00 midday on Monday 10th February 2020**. Any tenders delivered by hand must be signed as received by the Parish or Deputy Clerk.

Tender prices should be exclusive of VAT and shown separately on the Tender Form

All documents must be provided with the tender submission.

Tenders that are sent electronically will not be accepted.

This tender should be read in conjunction with the areas indicated in this document and on the accompanying maps and price schedule.

The Contractor is recommended to visit all the areas in the Schedule in Appendix 1 and shall be deemed to have made all necessary allowances in the Tender Price for access, storage, arising's disposal etc.

The Contractor must take special notice of the fact that the MPF and Abbey Road Open Space both have Village Green status and must take due care and attention to ensure, as far as is possible, that the ground is not damaged by vehicles. Any tractor must be fitted with grassland tyres and no other vehicle or mechanically driven machinery except for grass cutting machinery is permitted onto the village greens unless on written instructions from the Clerk.

Tender prices shall be open for acceptance for 3 calendar months from submission.

2: CONDITIONS OF CONTRACT

The contract shall be between the contractor and Steyning Parish Council and no Sub- contracting is permissible

The prices quoted on the Tender Form shall be fixed for the 3 year term of the contract which shall be **1st April 2020 to 31st March 2023**.

The Contractor shall submit the following with his tender:

- Evidence of £10 million Public Liability Insurance
- Names and addresses of 2 references of competence unless having worked previously for Steyning Parish Council
- The Company's health and Safety Policy statement and plan for the contract
- A risk assessment of the schedule of works
- Details of the equipment to be used
- Continuity Plan to cover personnel sickness/leave

The contract shall be subject to termination by either side giving 3 months' notice in writing after the first 3 month period of the contract has expired. Neither party shall be required to give a reason for such termination.

Under no circumstances is any equipment to be stored on the Memorial Playing Field or, any other land owned by the Parish Council without their express permission.

3: MATERIALS AND EQUIPMENT

The Contractor shall provide all necessary equipment, plant, machinery and consumables as required to carry out the contract at their own cost. It is the responsibility of the Contractor to choose the equipment most appropriate to the specific function and as part of the tender the contractor must provide a detailed specification of all equipment to be used for each function. During the contract period all equipment must be maintained according to the manufacturer's instructions and shall meet the current Health and safety, Road Traffic and Environmental Health requirements. Maintenance records of all equipment must be documented and available for inspection on request.

The Contractor must keep noise to a minimum, especially when working early in the mornings and no mechanical equipment is to be used before **7.00am**.

4: AREAS TO BE WORKED AND LEVEL OF SERVICE

The areas to be worked are listed below and as shown on the two maps at the end of this contract.

- 4.1 The **OPEN SPACE ADJOINING ABBEY ROAD AS COLOURED PINK** on the map. This area shall be **cut weekly** during the 30 working weeks between April and October each year: i.e. **30 cuts**, arisings to be removed on the first cut of the season. The boundary of the field and Church Mead, to be strimmed once every 2 weeks (as shown red on the map).
- 4.2 The **OPEN SPACE OFF ABBEY ROAD AS COLOURED PURPLE** on the map. This area to be cut in April and May. Thereafter to maintain a pathway through the

area and cut once every 2 weeks . The area to be cut again in September and arisings to be removed.

- 4.3 The **VERGES OF THE FOOTPATH FROM BETWEEN NOS. 10 AND 12 CHURCH MEAD** as **COLOURED BROWN** on the map. The verges shall be cut once every two weeks for the duration of the April to October season.
- 4.4 The **OPEN SPACE OFF CHARLTON STREET KNOWN AS THE MEMORIAL PLAYING FIELD (MPF) AS HATCHED BLUE** on the map. The MPF shall be cut **weekly** from 1st April to 31st October namely 30 cuts on Thursday am, subject to weather conditions or contrary instructions by the Clerk due to user requirements. Thereafter the MPF shall be cut on one more occasion 14 days after the last October cut (thirty one cuts in total). The boundary hatched green shall be strimmed **once per month** from 1st April to 31st October; the boundary hatched red **shall be excluded from this contract. The area marked Yellow (Steyning Community Orchard) needs special care to be taken when strimming, details to be discussed with the Clerk.** All work in the MPF to be to the standard set out in 5 below. Strimming of the edges and round seats, bins, play equipment, health trail equipment and the play area fencing is to be done **weekly** from April to October. All arisings to be removed from playground safety surfaces. During the contract, play equipment may be replaced and the safety surfaces changed.
- 4.5 The **PLAY AREA OFF FARNEFOLD ROAD/SOUTH ASH AS COLOURED ORANGE** on the map. This play area has no grass. It shall be weeded and all rubbish or animal faeces removed every 2 weeks during the 30 working weeks between 1st April and 31st October each year.
- 4.6 The **CHANDLERS WAY PLAY AREA AS COLOURED ORANGE** on the map. The grass shall be cut once every 2 weeks during the 30 working weeks between 1st April and 31st October. All arisings to be removed from the playground area and taken away. This includes strimming of the edges and round seats, bins and play equipment.
- 4.7 The **FLETCHER'S CROFT PLAY AREA AS COLOURED ORANGE** on the map. The grass shall be cut once every 2 weeks during the 30 working weeks between 1st April and 31st October. All arisings to be removed from the playground area and taken away. This includes strimming of the edges and round seats, bins and play equipment.
- 4.8 The **ABBAY ROAD PLAY AREA AS COLOURED ORANGE** on the map. The grass shall be cut once every 2 weeks during the 30 working weeks between 1st April and 31st October. All arisings to be removed from the playground area and taken away.
- 4.9 **RUBLEES ALLOTMENT AS COLOURED GREEN** on the map. The area inside the gate off Newham Lane and the main path between the South and North gates shall be cut once every two weeks during the 30 working weeks between 1st April and 31st October.
- 4.10 **CANADA GARDENS ALLOTMENT AS COLOURED GREEN** on the map. The parking area outside the gate, inside the gate and half way along the main path and the main path itself shall be cut once every two weeks during 30 working weeks between April and October. The edges of the central path shall be strimmed once every two weeks during the 30 working weeks between 1st April and 31st October.
- 4.11 **GODSTALLS LANE AS COLOURED BROWN** on the map. This area is along both sides of the path and the small area behind the wooden post and rail fence, the overgrowth to be cut back and grass cut and arisings taken away twice during the 30 working weeks (April and September).

- 4.12 **CHURCH MEAD TO ST. ANDREWS CHURCH AS COLOURED BROWN** on the map.
This path to be cut back and cleared and arisings taken away twice during the 30 working weeks (April and September).

5: STANDARD

- 5.1 The cutters should generally be set to 50mm.
- 5.2 Strimming shall stop 300mm from all trees to prevent damage to the trees.
- 5.3 In all the areas in 4 above, the grass shall be cut tight up to the bins, seats supports, play equipment, health trail, tree protection netting etc., using a strimmer. Strimming up to the bins, seats support, play equipment etc. and must be carried out on a **weekly** basis or, as per the schedules detailed in 4 above.
- 5.4 The grass shall be mown with the appropriate mower and all arisings from the first cut of the year removed from each site except Abbey Road rough open space as defined at 4.2 from which the September arisings must be removed.
- 5.5 Banked areas shall be mown or strimmed to provide a common standard of finish.
- 5.6 The cricket square at the Memorial Playing Field shall also be cut by the Cricket Club to their own standard during the cricket season.

Under no circumstances is the Contractor to take instruction from any person other than those delegated in paragraph 12 below.

6: INCLEMENT WEATHER

If the work cannot be carried out due to inclement weather including lying snow, the Contractor shall report to the Clerk for instructions. The contractor will be expected to clear snow and spread salt/grit within the hours of the contract and as specified by the Clerk. Any additional work required will be agreed with the Parish Clerk at the agreed hourly rate. In addition:

- 6.1 The grass shall not be cut in periods of drought. The Clerk shall advise the contractor when cutting is to be suspended **giving at least 24 hours notice.**
These suspended cuts to be reallocated in agreement with the contractor as advised by the Clerk.
- 6.2 The grass shall not be cut when vehicle tracks are likely to mark the village green.
- 6.3 Omitted cuts **MUST** be reported to clerk and shall not be reprogrammed without the agreement and consultation with the Clerk. This may reduce the number of cuts made and payments due in any one year.

7: DAMAGE/VILLAGE GREEN

- 7.1 Any perceived damage to the open spaces or play areas/equipment shall immediately be reported to the Council by the contractor. The contractor shall take basic emergency action only to make safe as necessary before leaving the site.

8: PERSONNEL

The contractor shall provide a list of approved operatives and their experience and shall confirm how the works will be carried out during staff holidays or, sick leave.

9: MONITORING

The contract will be monitored by the Council. Following inspection by the Council, any work deemed not to have been carried out, or not to have been carried out satisfactorily will be reported to the contractor who will be given the opportunity to rectify the work within **48 hours**. If the work is not rectified within the given timescale, payment for that work will not be made.

10: HEALTH AND SAFETY

Prior to the commencement of the contract, the successful contractor shall confirm the Health & Safety Plan that will be employed in the public spaces and must not commence work until this has been approved in writing by the Council. The following minimum Health and Safety conditions shall apply and are not intended to limit what further arrangements may be appropriate to the circumstances, which are for the Contractor to decide upon :

- 10.1 The contractor will ensure that all relevant legislation pertaining to the Health and Safety at Work Act 1974, Control of Substances Hazardous to Health (COSHH) Regulations 1989 and any other applicable legislation which comes on the Statute Book during the course of this contract, is adhered to.
- 10.2 It is the Contractor's responsibility to ensure that all staff are provided with suitable safety clothing for the tasks that they are undertaking and that site users' safety is maintained as a priority at all times.
- 10.3 It is the Contractor's responsibility to ensure that when working on site proper signage is in place to warn both operatives and public of the work in progress in order to ensure that safety is maintained as a priority at all times. Orange hazard lights must be used on all mechanically propelled machinery weighing more than 150kgs and a speed limit of 5mph must be observed at all times when on site.
- 10.4 Before starting work the Contractor must make a visual check for, and first remove, any litter or debris which could be picked up by and propelled from the mower such as bottles, cans, wire and stones.
- 10.5 Where there is any conflict, site users' safety should always have priority and the Contractor should refer any such matter to the Clerk as soon as possible after any event in writing. The Contractor must ensure that machinery is not left lying around during employee rest periods and such machinery must be returned to the Contractor's vehicle.
- 10.6 The Contractor must ensure that at all times during the course of the contract that adequate insurance is held, both employers and Public Liability (as detailed above) and that the Certificate of Insurance must be shown to the Council prior to commencement of the contract. The Council is to be notified of the policy excess. Should the insurance lapse then the Contractor must show the Council the new Certificate. A copy of the current Certificate is to be supplied with the quotation.

- 10.7 Where any substances to be used are covered under COSHH Regulations, then a copy of the COSHH Assessment must be produced and provided to the Council.
- 10.8 A copy of the relevant risk assessments carried out by the Contractor should be supplied in relation to all works in order to ensure that safety is being both maintained and updated should the need arise.
- 10.9 The Council reserves the right to ask the Contractor not to allow an employee of the Contractor to re-appear, should that employee cause danger, demonstrate bad or abusive conduct, or other problems.
- 10.10 All mowers, strimmers etc. must be fitted with appropriate guards and be in excellent working order. Maintenance records should be kept and confirmation is required that these records are available on request.
- 10.11 Where equipment is to be refuelled, this must be carried out on an area of hard-standing and not on grass and in line with 10.3 and 10.7 above.

11: HOURLY RATE FOR ADDITIONAL WORK

The contractor shall provide as part of the tender, an hourly rate for additional specified work as required by the Clerk.

12: COMMUNICATION/INSTRUCTIONS

The contractor shall during the term of the contract only communicate with and accept instruction from the Clerk or the Deputy Clerk. In the absence of either Clerk, this responsibility will be delegated to the Chair or Vice-Chair of the Parish Council.

13: TERMS OF PAYMENT

The Contractor shall submit monthly invoices substantiated with confirmation of the areas cut in accordance with the schedule or instruction from the Parish Clerk and any additional authorised chargeable works.

The terms of payment shall be 30 days from receipt of invoice for the months' work including any authorised additional chargeable work at the agreed hourly rate.

The Parish Council reserve the right to make deduction from the invoice sum for any work deemed not have been completed or to the required standard.

14: CONTRACT TERM

Subject to the termination provision at 2 the term of the contract shall be from **April 1st 2020 – March 31st 2023.**