

1. CONDITIONS OF CONTRACT

1.1. Responsible Officer

The Clerk, Pinchbeck Parish Council.

Email Pinchbeckparish@btconnect.com

1.2. Site Details

The sites included in this agreement are set out in section 3 – **Schedule & Prices**, and further identified on the plans and photographs included in **Appendices A & B**.

Prior to the submission of an offer, the Contractor **must** visit the sites concerned to understand the environment and the work involved. They will be accompanied by a member(s) of Pinchbeck Parish Council.

1.3. Duration of Contract

The duration of the Contract will be for three years, commencing in 2024.

1.4. Fixed rate agreement

Prices quoted are to be fixed for the duration of the agreement, with no opportunity to alter the rates during this period. VAT to be shown separately.

1.5. Grass cutting period.

The expected grass cutting period is between 1st March 2023 to 1st November 2023. Depending on the season's growth patterns this period may be extended on the written instructions from the Responsible Officer (The Parish Clerk).

1.6. Extent of work

Depending on the season's growth patterns, the number of grass cuts to be undertaken may be altered, upwards or downwards, following written instruction from the Responsible Officer. Payment to be pro-rata to the number of cuts.

1.7. Additional outside fixtures

The Council may add additional outside fixtures and fittings during the period of the Contract and no application from the Contractor to adjust the Contract price will be considered.

1.8. Payment to Contractor

Invoices should be emailed to the Responsible Officer as above. The Parish Council meets on the last Monday of every month, excluding August and December. Subject to approval, payment of invoices received at least one week before a Parish Council meeting will be paid within 14 days of that meeting. The invoices must include details of the work that has been completed, the area covered, and the date that the work took place.

1.9. Insurance

The Contractor is required to have a minimum of £5,000,000 public liability and employers' liability insurance. Current certificates of insurance to this effect must be produced to the Responsible Officer prior to the commencement of works, 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 due to negligence, poor workmanship, or failure to notify the Council of any action likely to cause injury or damage to a third party.

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1.10. Health and Safety

The Contractor shall accept full responsibility for compliance with Health and Safety legislation in respect of the works comprised in this agreement. The Contractor will provide a copy of appropriate risk assessments prior to the commencement of works.

1.11. Value of Works

The prices included in this agreement are for the full inclusive value of the work described, including all profit, taxes, costs and expenses, and all general risks, liabilities, and obligations.

1.12. Inspection

A regular inspection will be carried out by the Council throughout the period of this agreement to ensure the work is completed in accordance with the Specification of Works. Grass not cut to the requirements of the Parish Council are to be re-cut at the Contractor's own expense.

2. SPECIFICATION OF WORKS

- 2.1. The height of the grass cut is to be agreed with the Responsible Officer.
- 2.2. Unless otherwise agreed in writing, the Contractor will use the equipment, or equipment of the same type and similar specification as set out in item 4 below.
- 2.3. Prior to cutting an area, the Contractor will ensure that the area is free from such stones, paper, tins, bottles, and other debris, which might constitute a risk to health & safety, or to the cutting machinery in use.
- 2.4. The contractor will inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Council immediately of any specific hazards.
- 2.5. The contractor will always during the period of the Contract, ensure that machines engaged in grass cutting operations are sharp and properly set, to produce a true and even cut.
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- 2.7. The Contractor will always during the period of the Contract ensure that machines are properly guarded and maintained as to present no danger to the operator, surrounding structures, vehicles or any person or pets in the vicinity of operations. The Contractor will provide his staff with all safety equipment, (boots, reflective vests etc.), and will ensure that operators always use these when they are engaged in work for the Parish Council.
- 2.8. All persons operating grass cutting machinery must be satisfactorily trained, suitably conversant with Health and Safety legislation and competent in their operating methods. Relevant records to be provided to the Parish Council on request.
- 2.9. For work undertaken on or near to the public highway i.e., cutting highways' verges, the contractor will comply with Lincolnshire County Council Health and Safety Code of Practice CPE1 'Grass Cutting by Parishes' (see Appendix C – Separate Document).

- 2.10. During the period of the Contract no growth regulators or weed killers of any

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form may be applied to any area without the Contractor having first received written permission from the Responsible Officer. Any application may then only be undertaken by fully trained and certificated staff. Copies of relevant certificates to be sent to the Responsible Officer in advance of any works taking place.

- 2.11. All grass will be cut cleanly and evenly and without damaging the existing surface.
- 2.12. The Contractor will complete one area of grass cutting before moving onto the next.
- 2.13. Immediately after cutting an area, the Contractor will ensure that leavings are cleared from all paved areas, playground equipment safety surfaces, memorial stones, paths, and public footpaths, etc., by sweeping or using a blower.
- 2.14. Soft vegetative growth, such as clover will be deemed to be part of the Contract where it falls within large areas of grass.
- 2.15. Mowing will take place on the full area of grass at the site, up to the paving, fencing obstacles, and any other boundaries.
- 2.16. 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.
- 2.17. 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 own expense reinstate such damage forthwith to the satisfaction of the Council.
- 2.18. The contractor must report any damage caused to the Parish Clerk.
- 2.19. To the satisfaction of the Council, the contractor will be liable for the repair or replacement of any item to which damage is incurred whilst undertaking the works, including damage caused to trees, shrubs, outside furniture, memorials, permanent and removable fittings.
- 2.20. Mowing will be carried out as close as possible to fixed obstructions. Moveable obstructions may be moved to facilitate cutting but must be replaced before the Contractor leaves the site.
- 2.21. Mowing around obstructions including seats, trees, fence lines, posts, memorial stones and kerbs and the like, and in the proximity of margins, will be undertaken using methods, tools, and machines as appropriate. The cutting of such areas will be undertaken within 24 hours of the main site being mowed and will be deemed to be included in the Contractor's rate for each location.

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3. SCHEDULE & PRICES

Area of works	Location plan ref:	Approx' Area	Special Instructions	No. of cuts*	Price per Cut (excl. VAT)	VAT (if applicable)
1.	Pinchbeck Cemetery Cherry Holt Lane	1700m ²	<ul style="list-style-type: none"> • Trim inward facing side of Hawthorn hedge, on northern boundary (70m) twice per year. • Frontage area to be cut fortnightly. • Grass collection box to be used in all areas of the cemetery. • Weed control on all pathways, borders and around trees 	18		
2.	War Memorial Ground Rose Lane	900m ²	<ul style="list-style-type: none"> • Additional cut during the week prior to the annual remembrance parade (to be co-ordinated by the Parish Clerk) unless this has been completed within the schedule of works. 	18		
3.	St. Mary's Churchyard Church Street	11,000m ²	<ul style="list-style-type: none"> • Ensure all weed and vegetation are kept to a minimum around cemetery boundaries 	18		
4.	St. Bartholomew's Churchyard West Pinchbeck	14,000m ²	<ul style="list-style-type: none"> • The northern hedge approx.' 100m long to be neatly trimmed across the top and both sides twice per year (start and end of cutting season) • Grass collection box to be used in all areas of the cemetery. • Weed control on all pathways, borders and around trees 	18		

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5.	Leaveslake Drove Playing Field West Pinchbeck	18,000m ²	<ul style="list-style-type: none"> This site is used frequently by members of the public, in particular, young children 	18		
6.	Rotten Row Playing Field Pinchbeck	12,000m ²	<ul style="list-style-type: none"> This site is used frequently by members of the public, in particular, young children 	18		
7.	Pinchbeck Village Sign Church Street	400m ²	<ul style="list-style-type: none"> Paths and sign base to be strimmed fortnightly 	18		
8.	Market Way Verges Pinchbeck	500m ²	<ul style="list-style-type: none"> Comprising the length of Market Way (Spalding Road to Blue Gowt Lane), and the area of the verge on the north side of Market Way/Spalding Road 	18		
9.	Glebe Field and Entrance Track Pinchbeck	18,000m ²	<ul style="list-style-type: none"> Weed control/strim/spray of both edges of roadway between Knight Street and the Pavilion/Clubhouse 	18		
10.	Blue Gowt Cemetery Pinchbeck	18,500m ²	<ul style="list-style-type: none"> Strim all boundary areas ensuring all weed and vegetation are kept to a minimum 	18		
11.	Blue Gowt Field Pinchbeck	13,500m ²	<ul style="list-style-type: none"> Prune fruit trees annually 	18		
12.	The Stocks Pinchbeck	50m ²	<ul style="list-style-type: none"> Edges and paths to be strimmed every two weeks 	18		

* No' of cuts per season – see first note within general instructions

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General Instructions relating to all locations.

Each site outlined above has specific instructions relating to type and frequency of their maintenance. They must be read in conjunction with these General Instructions, for which, most or all, will apply.

- All sites – grass to be cut every two weeks. Actual number of cuts will be dependent on the season's growth patterns (See condition 1.6)
- Ride on mowers will be permitted, except where specifically indicated **(during onsite visit)**.
- Site(s) are used frequently by members of the public (adults and children), tradesmen, pest controllers etc.
- Strimming is permissible, taking extra care to ensure no damage to graves, memorials, vases, seating, play equipment, signs, or other obstructions.
- Strim all edges and boundaries, ensuring all weed/vegetation is kept to a minimum.
- Strim internal boundaries of all areas, keeping weed/vegetation to a minimum. Approx' every 4 weeks
- Application of weedkiller to path areas twice yearly (May/August) **(see paragraph 2.10)**
- All footpaths, seating areas, entrance/exits to be cleaned off by sweeping or blowing after each cut/strim.
- Footpaths to be edged annually – all grass, weed and soil to be removed from site(s)
- All hedging to be cut outside of the bird nesting season.
- Hedging lying within the boundaries of the contract area, shall be trimmed on all sides to a height of 1.7m (from ground level)
- Hedging forming a boundary with neighbouring property shall be trimmed on the inward facing side to a height of 1.7m, to the centre of the hedge.
- All dykes to be cut/strimmed across the top and down to the middle of the base of the dyke on the inward side only.
- When strimming, please take every care to prevent damage/injury to hibernating animals, such as Hedgehogs.
- All cuttings and clippings to be removed from site(s) and disposed of at a registered disposal facility.
- Cemeteries – no works to be carried out burial or interment services.

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4. DETAIL OF EQUIPMENT TO BE USED:

Type (e.g., cylinder / rotary / flail / strimmer)	Area of works to be used	Make	Model	Age

I/We agree to complete the work in accordance with the terms and conditions set out in this tender document.

I/We understand that Pinchbeck Parish Council is not bound to accept the lowest or any Tender or part thereof and that the Council will not be responsible for any expense incurred in preparing this Tender.

I/We certify that the amount of the Tender has not been calculated by agreement or arrangement with any other person, firm, or company and that the amount of the Tender has not been communicated to any person and will not be communicated to any person until after the closing date for the submission of Tenders.

Signed: Name:

Position: Date:

Company Name:

Company Address:

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Telephone Contact number:

Email Address:

Please confirm inclusion of the following insurance or proof of insurance documents:

- Public Liability
- Employers' Liability

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5. REFERENCES

Please provide the names, addresses, and contact details of three organisations who are familiar with your grass cutting work and who we can contact for references:

Name	
Organisation	
Address	
Telephone	
Email	

Name	
Organisation	
Address	
Telephone	
Email	

Name	
Organisation	
Address	
Telephone	
Email	

Completed tender documents to be returned by email to pinchbeckparish@btconnect.com by midnight Monday January 15, 2024.

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Appendix A - Pinchbeck

Cemetery – Cherry Holt Lane



War Memorial – Church Street



St. Marys Churchyard



Rotten Row Playing Field



Village Sign – Surfleet Road



Market Way Verges

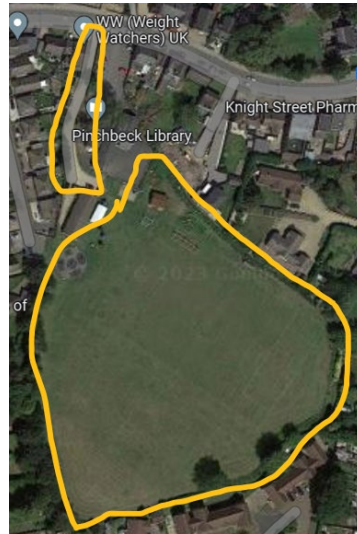


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Market Way/Spalding Road



Glebe Field



New Cemetery – Blue Gowt



Blue Gowt Field

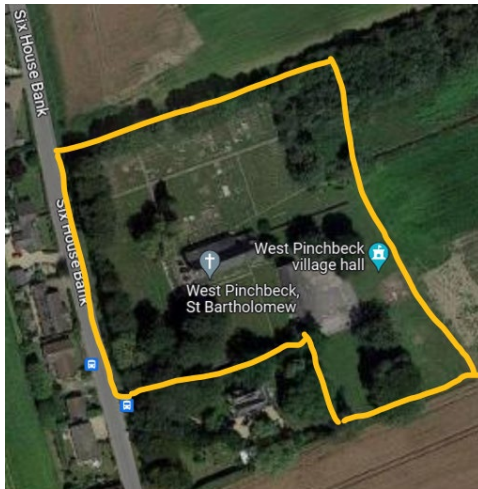


Village Stocks



Appendix B – West Pinchbeck

St. Bartholomew’s Churchyard



Leaveslake Drove Playing Field



Six House Bank



This strip of land is used as a car park, and will undergo some level of landscaping in the near future.