



# CYNGOR CYMUNED LLANDUDOCH ST. DOGMAELS COMMUNITY COUNCIL

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**St Dogmaels Community Council is seeking quotations for grass cutting and grounds maintenance works in and around the Community of St Dogmaels for the 2023 - 2024 season.**

The Community Council is running the proposals as a pilot scheme and may make amendments to the schedule from time to time. Costs of any amendments will be discussed with the contractor and implemented with the agreement of both parties.

A schedule of works is attached, including maps of the relevant areas. **Please refer to the schedule of works for frequency and timing of cut.** (For your convenience the same schedule is provided as a PDF, excel and word file.)

## Provided mapping

All works highlighted in green on the schedule should be quoted for.

[Work undertaken by Pembrokeshire County Council are noted in blue on the schedule for information purposes only. This should NOT be included as part of any of the quotes.](#)

Queries should be directed to the Clerk. Accompanied site visits can be arranged by contacting the Clerk.

Contractors should note that this is a quotation and not a tender. Contractors may rest assured that any information provided will be kept confidential until such time as it is considered by the Council.

Contractors which have not worked for the Council within the last 3 years should provide contact details for 3 referees.

Quotations should be received, in writing, (e-mail acceptable) by Mrs Sue Davies, Clerk to the Council, Dworek, Sarnau, Llandysul SA44 6PX (Tel: 01239 872116). [stdogmaelscc@outlook.com](mailto:stdogmaelscc@outlook.com), no later than last post on **Wednesday 9<sup>th</sup> November 2022.**

## CONTRACT:

### GENERAL

The Contractor should have all the necessary insurances to undertake the work and may be asked to provide evidence of these.

The Contractor is to inspect all sites prior to the commencement of scheduled works in order to determine access and site conditions. (Please note that access to some areas on the Pinog are restricted by river tides.) Some access to sites is restrictive and the Contractor has responsibility to ensure that appropriate machinery is used.

Any obstructions, such as building or road works preventing safe access to the site and therefore preventing contract works should be reported to the Client.

The Contractor may be asked from time to time to vary the frequency of the cutting operation for a variety of reasons, which could include severe weather conditions and the staging of community events. The Contractor will be notified as soon as information becomes available.

The Contractor must maintain the grass and any other growth around street furniture and any other obstacles cutting to the same height as the surrounding grass. All damage caused during this operation will be made good, at the contractor's cost. No margins are to be left unmown so that encroachment of scrub from adjacent land does not occur.

Where damage is the result of the contractor's operations, all works required to meet Health and Safety requirements must be completed within 2 working days. Any non urgent remedial action must be completed within 14 calendar days following the incident. Costs of rectifying any damage must be met by the Contractor.

Growth retardants and herbicides must not be applied to vegetation areas unless instructed by the Client.

The filling of the mower with fuel and oil must be carried out off grass areas with due regard to the requirements of Environmental Protection Legislation, avoiding contamination of land & water courses.

The Contractor will ensure that cutting will be completed in the same working day for each asset and that the site is left in a tidy manner.

#### Seasonal Maintenance and Safety Issues

The Contractor may be asked, from time to time, to undertake repair to fencing and other maintenance works in addition to those detailed on the attached cutting schedule. The Contractor may be asked to 'make safe' items which may require erecting safety fencing or to remove and dispose of items such as benches etc should they become damaged and/or unsafe. The Contractor will be asked to quote for such works on an 'as required' basis. The Council is under no obligation to accept such quotes.

Where tree and shrub work is undertaken all arisings MUST be removed from site. Brash must not be put over the wooden fencing nor be left for the tide to take. The areas adjacent the river are SAC and SSSI and all works taken in these areas are taken under licence with NRW.

No chemicals should be used in the areas adjacent any watercourse other than those specifically approved for such use and should only be used by a suitable qualified contractor.

**The Contractor will comply with all relevant environmental protection legislation.**

**The Contractor will comply with all current health and safety and waste disposal regulations and should be able to provide copies of the current and appropriate permits on request.**

#### Adverse / Exceptional Weather

Cutting frequency will be scheduled in advance but will be governed by the growing season and the weather. If in the event of adverse weather conditions impacting the cutting schedule, then a revised cutting frequency / schedule will be submitted to the Client by the Contractor for the remainder of the horticultural calendar.

During periods when ground conditions are wet so as to prevent grass cutting occurring without causing damage to the surface or levels of the ground, or producing divots, the service provider shall cease the grass cutting operations, notifying the Client representative immediately of its actions. Any damaged verges are to be reported to the Client and then repaired as soon as is practicable.

The Client reserves the right to stop maintenance if prevailing weather conditions deteriorate and are deemed unsuitable. Once weather conditions have improved, cutting will recommence from where it was suspended. Mowing shall not be carried out when frost/snow is on the grass.

#### Slopes and Bankings

It is the Contractor's responsibility to cut in their entirety using the appropriate equipment and procedure, all slopes and bankings mapped within the contract.

The Contractor must be aware and make arrangements to cut all bankings in a manner that complies with relevant Health and Safety regulations to the same appropriate standard. If prevailing weather prevents mowing of bankings this must be notified to the Client and arrangements made to undertake the work as soon as is possible, but within the same cutting period.

## **HEALTH & SAFETY**

The contractor shall supply on request "Suitable and Sufficient" Risk Assessments on all work processes to be delivered as dutifully required and imposed by current Health & Safety at Work Regulations.

Where relevant the contractor shall supply on request "Suitable and Sufficient" Risk Assessments to comply with any regulations and guidelines in place at the time works take place.

Principal attention is protection of the public at all times, but particular attention shall be drawn to specific areas where vehicular traffic is present or nearby, gradients, slopes or banks which pose additional specific hazards or risk.

Complete compliance shall apply to all duties imposed by current legislation, whether they are acts, regulations, codes of practice, industry standards or best practices.

**The Contractor will comply with all relevant environmental protection legislation.**

**The Contractor will comply with all current health and safety and waste disposal regulations and should be able to provide copies of the current and appropriate permits on request.**

Failure to observe, implement or comply with legal duties imposed by current legislation shall be deemed in breach of contract.

## **Communication**

The Contractor should only take instruction from the Clerk other than when the Clerk is on leave (dates will be notified in advance) or during unplanned absences (such as illness).

In the event that the Clerk is unavailable an additional point of contact will be provided.

A log of contacts and any requests/changes will be kept.

Should anyone other than the Clerk or the named liaison try to instruct the contractor with regard to the contract please let the Clerk/liaison know as soon as possible.

If the contractor deliberately seeks/takes instruction from other than the Clerk or the named liaison it may be deemed a breach of contract by the Council. Breach of contract will not apply if the Council fails to give you contact information of a named liaison to cover any absence of the Clerk and you are forced to seek information from other sources.

The Council does not intend to take action against a contractor where sensible steps have been taken to make appropriate contact.