BARLASTON PARISH COUNCIL
GROUNDS MAINTENANCE CONTRACT
AND TENDER
2026

PRIVATE AND CONFIDENTIAL

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INVITATION TO TENDER

1. Barlaston Parish Council ("**the Council**") hereby invites tenders for the carrying out of the service of grounds maintenance in accordance with Appendix B Service of ("**Grounds Maintenance**") in accordance with the Contract documents, which comprise of :-

   Appendix A Standard Conditions of Contract
   Appendix B Specification of Works
   Appendix C Site Plans
   Appendix D Form of Tender
   Appendix E Questionnaire
   Appendix F Evaluation Criteria

2. Contract and Tender documentation along with a copy of all appendices can be found at https://barlastonparishcouncil.gov.uk/tender-opportunities/.

3. Prospective Contractors should ensure that they are completely familiar with the nature and extend of the obligations to be accepted by them, if their tender is accepted.

4. Any queries regarding the interpretation of any part of the Contract document should be addressed to the Parish Clerk by no later than one week before the closing date.

5. The tender shall be submitted on the Form of Tender at Appendix D.

6. Prospective Contractors should note that the Council is not bound to accept the lowest, or any tender. The council will take into consideration experience, references and merit which will work in accordance and in line with Appendix F. 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:

   ( ) Fully complete and return the following documents:

   Appendix D

   Appendix E

   ( ) **Return tenders and all related documents by email to:**
   tenders@barlastonparishcouncil.gov.uk

   By noon on the 8th May 2026

   Tenders received late will not be considered

APPENDIX A - STANDARD CONDITIONS OF CONTRACT

Officer

The Officer will be the Parish Clerk. The Contractor shall communicate only with, and take instructions only from, the Officer, unless the Officer expressly designates another individual. All communications must be channeled through the Officer or a person appointed by the Officer.

Extent of Work

The extent of work relates to Appendix B - Specification of Works.

Site Details

The sites are situated throughout Barlaston and are identified on the plans enclosed under Appendix C.

Before tendering the Contractor is advised, at their own discretion, to visit the sites to satisfy themselves as to the full extent of the Contract Specification. No claims arising from failure to do so will be accepted.

Workmanship and Equipment

The Contractor must at all times have access to, and be able to utilise, suitable working equipment necessary to properly fulfil the requirements of the Contract. This access must be maintained for the full duration of the Contract term. Failure to maintain such access may be treated as a breach of contract.

The Contractor must provide evidence of workmanship capability by submitting two professional, verifiable references from recent or current clients for comparable services.

All workmanship must be of the highest standard and must comply with all relevant British Standards, Specifications, Codes of Practice, and any applicable statutory requirements.

The use of weed killing chemicals is permitted on an occasional basis, subject to the Council's prior written approval. The Contractor shall submit details of the proposed chemical products, confirming that eco friendly options will be used where reasonably practicable, together with the specific locations of application for approval in advance of use. Weed killing chemicals may only be applied where approved and must be applied by appropriately certificated staff. Evidence of such certification shall be provided to the Council on request.

Hedge works to be undertaken conforming to the Protection of Birds Act 1954 c.30 Section 1 & The Wildlife and Countryside Act 1981.

A regular inspection will be carried out by the Clerk or otherwise appointed person throughout the period of the Contract to ensure the work is completed in accordance with Appendix B.

Additional Erection/Installation

The Council could add additional outside fixtures and fittings during the period of the Contract.

Additional Pricing

If the Council requests works that fall outside the scope set out in Appendix B, the parties may agree to review the pricing for such additional works. Any such change shall be documented through a formal contract amendment. The Contractor shall submit a repriced proposal for the additional works, which the Council may accept or reject at its discretion. The Council is under no obligation to agree to any repricing or adjustment to the Contract Price in respect of such additional works.

Where the actual volume of services delivered is less than that specified in Appendix B, (including but not limited to where fewer cuts are carried out), the Contract Price may be subject to a corresponding reduction. If agreed, the mechanism for calculating any such reduction shall be agreed between the parties in advance or, where not specified, shall be determined on a pro rata basis by reference to the rates set out in the Contract. Any resulting adjustment, including any refund or credit due to the Council, shall be documented through a formal contract amendment or applied in the next invoice, as appropriate.

For the avoidance of doubt, the Council is under no obligation to approve any variation, quotation or adjustment to the Contract Price.

Duration of the Contract

The duration of the Contract will be **two (2) years** commencing from **1st June 2026** with an additional option to extend the Contract for a further one (1) year subject to performance and agreeance between both Parties. The Council reserves the right to confirm or amend the final Contract duration following evaluation of tenders. Tenders must be priced on an annual basis.

The rates tendered will be fixed for the full term of the Contract. No price increases, indexation, variation of rates or additional charges will be permitted during the Contract term, except where expressly agreed in writing by the Council.

Payment to Contractor and Invoicing

The Contractor must submit a monthly invoice for Services performed. Payment shall be due within fourteen (14) days of the Council's receipt of a valid invoice. Each invoice must be accompanied by a detailed breakdown of the work completed during the relevant period.

The breakdown must reference and correspond to the item numbering set out in Appendix B of this Contract so that the Services can be clearly matched to the agreed scope.

If an invoice does not include the required breakdown or does not clearly correspond to Appendix B, the Council may reject or withhold the invoice until a compliant invoice is provided. The Council may withhold some or all payment where Services have not been completed satisfactorily or in accordance with the specification of works.

No payment will be due in respect of any work that is not properly or that falls outside the agreed scope unless otherwise agreed in writing.

Performance Standards and Default

The Contractor must perform the Services with all reasonable skill, care, diligence and in accordance with the requirements of this Contract. If the Contractor fails to perform the Services to the required standard, the Council may require the Contractor to remedy the failure within a specified period. If the Contractor fails to do so, the Council may arrange for the Services to be

carried out by a third party and recover the cost from the Contractor.

Withholding of Payment

The Council may withhold payment of any invoice, in whole or in part, where the Services have not been performed in accordance with this Contract or where the Contractor is in breach of any contractual obligation. Payment will resume once the breach has been remedied to the Council's satisfaction.

Penalties for Non-Performance

Where the Contractor fails to meet agreed performance standards or timescales, the Council may apply reasonable deductions from the Contract sum reflecting the cost or impact of the failure. The application of such deductions will not prevent the Council from exercising any other rights or remedies available under this Contract.

Dispute Resolution

Any dispute arising under or in connection with this Contract must in the first instance be referred to the Officer of this Contract for resolution. If the dispute is not resolved within thirty (30) working days, either party may refer the matter to mediation by an independent mediator agreed between the parties. If the dispute remains unresolved, either party may pursue any legal remedy available to it.

Termination of Contract

Either party may, without reason, terminate the Contract, in writing, giving three (3) months' notice.

The Council may terminate this Contract immediately by written notice if the Contractor commits a material breach of this Contract and fails to remedy that breach within a reasonable period after being given notice to do so.

Liability and Indemnity

Nothing in this Contract will make the Council liable for any indirect or consequential loss suffered by the Contractor. The Council will not be liable for any loss of profit, loss of business or loss of opportunity arising from this Contract. Nothing in this clause limits liability for death or personal injury caused by negligence or any other liability that cannot lawfully be excluded.

The Contractor will indemnify and keep indemnified the Council against all claims, demands, losses, damages, costs, and expenses arising from:

1. any breach of this Contract by the Contractor
2. any negligent act or omission of the Contractor, its employees or subcontractors
3. any loss, damage or injury to any person or property arising from the performance of the Services
4. any failure by the Contractor to maintain safe working practices or to secure tools, equipment or materials in accordance with this Contract

This indemnity includes claims brought by members of the public, adjoining landowners or any third party.

The Contractor is solely responsible for ensuring that all work sites are left in a safe and secure condition at the end of each working period and must take all reasonable steps to prevent risk of injury or damage to persons or property.

Insurance

The Contractor shall, at its own cost, maintain in full force throughout the term of this Contract Public Liability insurance with a minimum limit of indemnity of ten million pounds sterling (£10,000,000) per claim and employer's liability insurance where applicable.

Such insurance policies must always remain valid and operative during the term of the Contract. The Contractor shall provide a current certificate of insurance to the Officer prior to commencement of the Contract and on each renewal of the relevant policies or at any time upon request by the Council.

The Contractor shall also maintain and, upon request, provide to the Officer suitable and sufficient risk assessments relating to vehicles, equipment and activities undertaken in connection with the Services. Evidence of valid driving licences for any personnel engaged in driving as part of the Services shall be provided upon request.

Failure to maintain the required insurance or to provide the required evidence under this clause shall constitute a material breach of Contract.

Data Protection

The Contractor must comply with all applicable data protection legislation, including the UK General Data Protection Regulation and the Data Protection Act 2018. Where the Contractor processes personal data on behalf of the Council, it must do so only on the Council's documented instructions and must implement appropriate technical and organisational measures to protect such data.

No Assignment or Subcontracting Without Consent

The Contractor may not assign, transfer or subcontract any part of this Contract without the prior written consent of the Council.

Health & Safety

The Contractor shall accept full responsibility for compliance with the Health & Safety at Work Act and all other Acts and Regulations in respect of the work comprised in this Contract.

Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior discussions or representations relating to its subject matter.

Notes to Tenders

(a) Attention is drawn to the Form of Tender and Standard Conditions of Contract. These documents must be read in conjunction with the Appendices. Contractors are advised to carefully read all documentation.

(b) The prices to be included in the Form of Tender are to be a fully inclusive value of the work described, included all profit, costs and expenses, and all general risks, liabilities and obligations.

(c) A price shall be inserted against each item on the Form of Tender.

(d) No alteration of 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.

APPENDIX B- SPECIFICATION OF WORKS

1. Grass Cutting

1.1 Maintain the following areas throughout the growing season (April to October inclusive). A total of eight (8) cuts shall be undertaken within this period, with an additional cut to be carried out in late March, making a maximum of eight (8) cuts per annum. Grass shall be maintained at a minimum height of 2.5 inches (62.5mm) at all times. Cutting frequency shall be adjusted as necessary in response to prevailing weather and growing conditions to ensure this standard is maintained.

Staffordshire County Council Land

Map C1 Barlaston West (i)

Map C2 Barlaston West (ii)

Map C3 Barlaston West (iii)

Map C4 Barlaston East

Map C5 Barlaston Park

Map C6 Nursery Gardens

Barlaston Parish Council Land

Map B1 Barlaston Village Green East

Map B2 Barlaston Village Green West

Map B3 Barlaston Park Multi-Use Games Area

Map B4 Meadow Road Play Area

2. Footpath Maintenance

2.1 The Contractor shall maintain the three footpaths in a clean, safe and unobstructed condition in spring and autumn each year throughout the contract period. Works shall include sweeping of surfaces to remove leaves, soil, litter and general debris; weed control by mechanical or approved chemical means; removal and lawful disposal of all arisings; cutting back of encroaching vegetation; removal of moss and algae where surfaces become slippery or hazardous; litter picking and removal of minor fly-tipped materials where safe to do so (with larger items reported to the Council); and clearing of drainage channels and gullies where present.

3. Downs Car Park and Wild Play Area Maintenance

3.1 The Contractor shall maintain the Downs Car Park in a clean, safe and accessible condition twice per year throughout the contract period. Works shall include removal of litter, leaves and general debris; control and removal of weeds and invasive vegetation within the car park and access points; cutting back of encroaching vegetation from boundaries, verges and access routes to maintain clear access and visibility; levelling of minor ruts and uneven areas where practicable to maintain a safe surface for vehicles

and pedestrians; removal and lawful disposal of all arisings; inspection and reporting of any significant defects or hazards including excessive rutting, drainage issues or fly-tipping; and removal of minor fly-tipped materials where safe to do so (with larger items reported to the Council).

3.2 In addition, twice per year the adjacent wild play area shall be maintained to ensure safe public use, including cutting back vegetation around all play equipment to prevent overgrowth and reduce hazards such as nettles; sweeping of the play fort and surrounding hardstanding or access areas; and cutting back encroaching vegetation along pathways to keep them clear, safe and accessible.

3.3 All works shall be undertaken with appropriate care to avoid damage to the surface, equipment and surrounding environment, taking into account seasonal variations and weather conditions.

4. Bench Maintenance

4.1 The Contractor shall maintain all Parish Council benches (22 in total: 5 picnic, 8 metal, 5 wooden,1 plastic and 3 a mix of concrete and wood) in a clean, safe and serviceable condition on an annual basis throughout the contract period.

4.2 Works shall include cleaning of all benches and removal of dirt, algae, bird fouling and other debris; for metal benches, washing and cleaning of metal components; for wooden benches, light sanding of timber surfaces where required followed by application of a suitable water-based wood treatment; for the plastic bench, thorough washing and cleaning using appropriate non-abrasive methods; removal of litter and debris from the immediate surrounding area; light vegetation control around benches to maintain clear access and visibility; tightening of fixings and minor adjustments to ensure stability and safe use; inspection for defects, damage or wear including rot, corrosion, loose components or vandalism; and prompt reporting of any defects or hazards requiring repair or replacement. All works shall be carried out with care to avoid damage to the benches and surrounding area.

5. Hedge Cutting

5.1 The Contractor shall cut and maintain the hedge at Meadow Road Play Area (canal-side hedge only), The Downs Car Park and the Village Green East hedge in spring and autumn each year. Works shall include trimming to maintain a tidy and safe appearance, cutting back overgrowth, maintaining agreed hedge height, and removing all arisings from site. The Contractor shall inspect and report any defects, dieback or safety concerns and carry out all works in accordance with wildlife and nesting bird legislation. All works shall be undertaken using appropriate methods to avoid damage and maintain a consistently tidy condition.

6. Multi-Use Games Area Maintenance

6.1 The Contractor shall maintain the Multi-Use Games Area in a clean, safe and usable condition throughout the contract period.

Routine maintenance shall be undertaken on a quarterly basis and shall include sweeping to remove leaves, litter, twigs and other debris; removal of encroaching vegetation from surface edges and the surrounding perimeter; and prevention of organic build-up to maintain safe play conditions.

In addition, the Contractor shall carry out a more intensive clean once per year. This shall include power washing and the application of an appropriate moss and algae

treatment, in accordance with manufacturer guidance, to remove hazardous growth and restore surface condition.

Only treatments suitable for the surface shall be used, and all works shall be undertaken using non-damaging methods and in line with manufacturer recommendations.

All cleaning and treatment works shall be carried out in accordance with relevant health and safety legislation and best practice. The Contractor shall ensure that all products are used strictly in accordance with the manufacturer's instructions. Appropriate risk assessments and method statements shall be in place, and measures shall be taken to protect users and the public during and after application, including temporary closure of the area where required. The Contractor shall ensure the surface is safe for use before reopening following any treatment.

The Contractor shall inspect and report any surface defects, damage or safety hazards, including trip risks or deterioration.

All works shall be carried out to ensure the area remains safe and usable following each maintenance visit.

All maps are available via the Tender web page:
https://barlastonparishcouncil.gov.uk/tender-opportunities/

APPENDIX C - SITE PLANS

Available via the Tender web page:

https://barlastonparishcouncil.gov.uk/tender-opportunities/

APPENDIX D - FORM OF TENDER

Available via the Tender web page:

https://barlastonparishcouncil.gov.uk/tender-opportunities/

APPENDIX E - QUESTIONNAIRE

Available via the Tender web page:

https://barlastonparishcouncil.gov.uk/tender-opportunities/

APPENDIX F – EVALUATION CRITERIA

Available via the Tender web page:

https://barlastonparishcouncil.gov.uk/tender-opportunities/