

NORTH TIPPERARY COUNTY COUNCIL

CONDITIONS OF CONTRACT FOR GRASSCUTTING/HEDGE CUTTING AND SAWING ON NATIONAL PRIMARY AND SECONDARY ROADS (Three Year Contract 2009 - 2011)

To/ Each Contractor

Dear Sir/Madam

Further to recent advertisement, I enclose herewith copy of conditions of contract and form of tender.

NOTICE TO TENDERERS

Contractors tendering should note that before award of a contract, the following documents must be submitted by a contractor under consideration:

1. Tax Clearance Certificate/Current Sub-Contractors C2 Card.
2. Copy of Insurance Policies for:
 - a. Employer's Liability, extended to indemnify North Tipperary County Council. The indemnity must be at least €12.7 million on any one occurrence.
 - b. Public Liability, extended to indemnify North Tipperary County Council. The indemnity must be at least €6.4 million on any one accident.
 - c. Vehicle and or Plant Policy extended to cover third party risk and extended to indemnify North Tipperary County Council. The limit for property damage must be €6.4 million.
 - d. Current Certificate of Insurance under Road Traffic Act.
3. Contractors may tender for one or all of the three Contracts as follows:
 1. Borrisokane – N52 from Riverstown to Ballinware (i.e. junction with New Line Road) (L1030)
 2. Newport – N7 from Gooig to Ballinlough (County bounds with Offaly) N52 from Carrigatoher to Tullaheady (excluding Rroundabouts and Link Roads)
 3. Roscrea – N7 – from Offaly Bounds at Ballinakill to Laois County Bounds (including Roscrea By-pass)
 4. N75 From Thurles Town to Turnpike
N62 from Horse & Jockey to Carrig/Loughmore cross roads.

4. Tenderers are advised that North Tipperary County Council is subject to the provisions of the Freedom of Information (FOI) Acts, 1997 – 2003. If a Tenderer considers that any of the information supplied with his Tender is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified. In such cases, the relevant material will, in response to a request under the Act, be examined in the light of the exemptions provided for in the Act.

GENERAL CONDITIONS

1. (i) Contract can be terminated at any time if Contractor does not comply with Safety, Health and Welfare at Work Act 2005 and all Regulations, Codes of Practice and Guidance arising thereof, including
 - a. The need for all Personnel to wear high visibility clothing to E.U. specifications.
 - b. The wearing of safety hats and ear protectors while working/operating in the vicinity of machinery.
- (ii) The following Health & Safety documents must be submitted unless already submitted to this Council in respect of LA Quotes and found to be in order.
 - a. Current Safety Statement.
 - b. Method Statement specific to the particular task to be undertaken and to include the following details:-
 - Description of work
 - Duration of activity
 - Specific Site Risk Assessment
 - Area of Activity
 - Sequence of Work
 - Names of Personnel involved
 - Hazards Identified (using company Risk Assessment Format)
 - Control Measures
 - Resources and Equipment
 - PPE
 - Protection of Public
 - Procedure for Traffic Management

This is by no means a comprehensive list.
2. Contract work when commenced must be fully completed except in the case of an emergency or breakdown.
3. Only experienced operators instructed in the safe use of equipment may operate/use such equipment.
4. All guards and warning beacons to be in place and operating whilst on public roads.

5. (i) Adequate warning must be given to public road users through use of road signs as per Chapter 8 of the Department of Transport “Temporary Traffic Measures and Signs for Roadworks.”

(ii) With effect from 6th July 2009 contractors/sub-contractors under taking works on the Public road must hold a CSCS Card for signing, lighting and guarding at roadworks.
6. Competent persons to carry out all activities within the work site.
7. The relevant General Services Supervisor for the area must be notified by the contractor prior to commencing cutting in the area. They should also be notified immediately when leaving works for any reason.
8. Traffic to be controlled where necessary by the use of stop and go signs and where visibility is restricted two-way radios are to be used.
9. Where possible land owners/occupiers will be informed of works to be carried out.
10. No work will be carried out by contractor where electricity supply lines are deemed to be a hazard to equipment and personnel.
11. Where possible hedges at junctions and bends will be cut to a height of 1.8m approximately to facilitate maximum view for oncoming traffic.
12. When deemed necessary by the contractor and by written agreement with North Tipperary County Council, certain works may be carried out on Sundays to limit undue risks/delays to public road users.
13. Where necessary 72 hours notice will be given to Eircom to remove telephone lines to allow County Council work to be completed.
14. In the event of land owner/occupier refusing to allow contractor to carry out work deemed necessary by North Tipperary County Council, the owner/occupier will have to give his objection in writing before work ceases. The objections to be given to North Tipperary County Council’s contract supervisor.
15. Roads to be cleaned and arisings to be returned to land owners/occupiers.
16. Where possible all hedges must be knocked to a height of 2.5m. If this is not possible they must be cut to 6m in height with a slant inwards.
17. All healthy trees on the route must be preserved but any branches overhanging up to 6m must be removed.
18. The company will take full responsibility for all sub-contractors employed by the company.
19. The Wildlife Act 1976 as amended by the Wildlife Act 2000 states that no Hedgecutting/sawing should take place between the 1st March and 31st August.
20. Contract may be terminated without compensation if health and safety standards are not complied with or due to poor workmanship.

21. Contractor will be held liable for any damage incurred to property/persons etc. during the course of any works carried out on behalf of North Tipperary County Council. Any matters or queries arising from same will be directly referred to the Contractor.
22. Contractor should ensure that Tender prices are broken down **per group of roads and per cut.**
22. Payment will be made in instalments on completion of a cut for each group of roads after inspection and sign off by the relevant General Services Supervisor.
23. Supervisor to be notified immediately when leaving works for any reason.
24. Contractor must start on the dates specified in the contract unless otherwise notified by the Council.
25. All works under contract must be completed by October 31st, 2009.

NOTE:

Tender will be considered invalid if any of the above conditions are not complied with.

Grasscutting

This will apply to Cuts 1,2 .

- All grasses from one (1) swart up to twenty-four (24) swarts. Flayer mower on front or rear of tractor must be used on large open spaces.
- All machines must be fitted with grass guards.
- Care must be taken to avoid damage to water inlets.
- All safety barriers and white poles on signposts on route – grass must be cut or burned. Where burning is proposed, chemical must be agreed in advance with Roads Section of North Tipperary County Council.
- Grass must be cut to 3 inches high.
- All side roads on route must be cut up to 100 metres.
- 1st grass cut to commence on **Tuesday, 26th May, 2009. ***
- 2nd grass cut to commence on **Tuesday, 14th July, 2009.***

***(or as agreed with the local Area Engineer, but no later than above dates)**

HEDGE CUTTING

- Hedgecutters reach 25ft. high.
- Hedges which have already been sawed must be topped.
- In cases where hedges cannot be topped, Hedgecutters must reach 21ft. high.
- A straight arm saw to reach 22ft. and 27ft. high must be available if needed.
- No limbs or branches should be sticking out of hedges and roads should be checked up to a month after sawing.

- Sawing and hedgecutting to commence on **Tuesday, 1st September, 2009.**

The following covers the schedule of works involved in the contract:

SCHEDULE

<u>Area</u>	<u>Kilometers</u>	<u>Grasscut No.1</u>	<u>Grasscut No. 2</u>	<u>Hedgecutting and Sawing</u>	<u>SUB- TOTAL</u>	<u>VAT @%</u>	<u>Total</u>
Borrisokane							
N52	31						
N65	13						
Newport							
N7	43.76						
N52	2.04						
Roscrea							
N7	10.3*						
N62	23						
Thurles							
Old N8	16						
N75	7.4						
N62	15.5						

** (includes 7.5 km grasscutting & hedge cutting: 2.8 km: Hedgecutting only (Roscrea Bypass))*

***Tenders must be submitted in a sealed envelope marked
“Tender for Grasscutting/Hedgecutting on National Routes”
to the Director of Services, Roads Department, Civic Offices, Limerick Road, Nenagh by 12
Noon on Wednesday 25th March 2009.***

NORTH TIPPERARY COUNTY COUNCIL

ROADS SECTION

TENDER FORM

Any tender form not fully and properly completed in ink and in a legible manner will not be considered.

I/We the undersigned hereby propose and agree to undertake and carry out

Grasscutting/Hedgecutting

on

National Primary and Secondary Roads (Excluding Towns & Villages)

I/We have carefully examined the Conditions of Contract and have made myself/ourselves thoroughly aware of the conditions thereof and of the amount of work to be carried out.

SCHEDULE

Area	Description of Road	Kilometres	Grasscut No. 1 (Euros) €	Grasscut No. 2 (Euros) €	Hedgecutting & Sawing (Euros) €
Borrisokane	N52	31			
	N65	13			
Newport	N7	43.76			
	N52	2.04			
Roscrea	N7	10.3*			
	N62	23			
Thurles	Old N8	16			
	N75	7.4			
	N62	15.5			

***INCLUDES 7.5 KM: GRASS CUTTING & HEDGE CUTTING: 2.8 KM: HEDGE CUTTING ONLY (ROSCREA BYPASS)**

COST FOR SPRAYING OF BARRIERS, SIGNPOSTS AND DELINEATOR POSTS	
SUB-TOTAL	
VAT	
TOTAL	

