

<b>Report No. TC00220</b> <b>Appendix: F</b> <b>Agenda Item: 13</b>	<b>Council</b> <b>8<sup>th</sup> January 2020</b>
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## OAKHAM TOWN COUNCIL

<b>Report Author: Floral Working Group</b> <b>Cllrs Clough, Woodley &amp; Buxton</b>	<b>Title: Councillors</b>
<b>Subject: Putting floral display in 2020 out to tender</b>	
<b>Applicable Strategy: Promote the town as an attractive place to visit and stay</b>	

OTC Meeting Wednesday 11th December resolved that the Town Floral Display for 2020 should go out to tender and a detailed request should be put to Council at the January meeting.

### Details

Contract for 3 years 2020-2022 to provide civic display for 15 weeks, from late-May to September inclusive, using brackets and wall hooks already in situ, and to an arranged colour scheme.

To encompass:-

- Provision of planting containers with water reservoirs
- Containers to be supplied and installed ready planted
- Weekly watering with plant feed as needed
- Monitoring and maintenance as required
- Removal of all planters

Quantity for Year 1, quantity for the following two years may vary.

Hanging Baskets	(430mm)	x 60
Wall Mangers	(670mm)	x 38
Lamp-post baskets	(670mm)	x 27 ( 14 lamp-posts , 13x2 1x1)
Barrier Planters	(150mm)	x11
Floral Towers	Base +2 top tiers	x 2

### 1. GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED BY THE CONTRACTOR

- 1.1 The Contractor is to plant up containers as in the list supplied using colour scheme supplied and/or plants as required, using bedding compost, water retaining granules and slow release plant food as deemed appropriate.
- 1.2 The Contractor is to install the planters at the locations specified at Appendix B on a date in late May of each year of the Contract which is to be agreed with the Council's Supervising Officer.
- 1.3 The Contractor is to water and maintain the floral displays throughout the display period of 15 weeks. This is to include deadheading and weeding as required.
- 1.4 The Contractor is to remove all planters on a specified date to be agreed with the Council's Supervising Officer.
- 1.5 The Contractor will supply all containers on a loan basis for the duration of the contract.
- 1.6 The Contractor will inform the Council's Supervising Officer of any damaged or missing containers as soon as possible.

- 1.7 The Contractor will supply and fit any additional brackets and fixings where needed, and also check that all post and wall mounted brackets are fixed correctly and replace any of those that are deemed substandard prior to any installation. Any such replacements are to be notified to the Council's Supervising Officer.

## **2. LENGTH OF CONTRACT**

- 2.1 The Contract will be for three years 2020-2022 inclusive.

## **3. PRICE OF CONTRACT**

- 3.1 Any changes to the Schedules in Appendices A and B will be notified to the Contractor by 31st January and the price of the Contract adjusted accordingly by mutual agreement between the Contractor and the Council's Supervising Officer.
- 3.2 Changes in the price of the Contract will be based on the costs supplied by the Contractor in the original Forms of Tender supplied to the Council.
- 3.3 The cost of the planting and supply will be invoiced to the Council after all of the planters have been installed.
- 3.4 The cost of the watering and maintenance of the displays will be invoiced to the Council at the conclusion of the 15-week period.

## **4. DOCUMENTATION TO BE SUPPLIED BY THE CONTRACTOR AND / OR SUB-CONTRACTORS**

- 4.1 Risk Assessment and Method Statement for the installation and dismantling of the displays.
- 4.2 Copies of Employers' Public Liability Insurance and Employers' Liability Insurance.
- 4.3 A 24hr emergency call out number.

## **5. REPORTING**

- 5.1 The Contractor or personnel acting on their behalf are expected to report any missing or damaged displays to the Council's Supervising Officer as soon as possible.

## **6. CALL OUTS**

- 6.1 The Contractor may be called out by the Council's Supervising Officer to remedy any issues with the installation of the displays. Where this is agreed to be the responsibility of the Contractor these will be carried out at no charge.
- 6.2 Where an issue is not deemed to be the responsibility of the Contractor the Council undertakes to pay the agreed costs associated with remedying the problem.
- 6.3 Where an incident occurs, and it is identified as a Public Safety concern the Contractor should attend the site as a matter of urgency to make safe the displays. This to be at a rate agreed with the Council's representatives prior to attending.

## **7. INSTALLATION**

- 7.1 The installing of the displays should be undertaken at a time that will minimise any disruption.
- 7.3 Where an installation has not been completed to agreed standards the Contractor is to remedy the issue at no cost to the Council.

## **8. MONITORING**

- 8.1 The Council will make regular checks to ensure that all duties are carried out.
- 8.2 The Council will immediately inform the Contractor if it considers that some duties have not been carried out.

**9. NON – PERFORMANCE OF DUTIES**

9.1 The Council reserves the right to withhold or reduce payment if any of the duties detailed in Clause 1 or 4 above are not carried out to its satisfaction.

**10. TERMINATION OF CONTRACT**

10.1 This contract shall continue and be binding on both parties unless either party terminates it by serving written notice of at least six months duration on the other.

**11. THE COUNCIL’S SUPERVISING OFFICER**

11.1 The Council’s Supervising Officer is the Clerk to the Council or, in his or her absence, the Assistant Clerk to the Council. The Clerk to the Council is currently Allison Greaves

**12. GENERAL**

12.1 It is expected that both parties will act reasonably in all matters relating to the Contract.

**Proposal**

That the Town Floral Display is put out to tender with specified time frame for advertisement and responses to be here decided.

**Proposal**

That 13 lampposts may should be tested if required – the list will need to be checked against the list of those already tested for Christmas lights.