GREEN TREES SURFACING LTD

Court Farm, Siston, Mangotsfield, Bristol. BS16 9LU Telephone: 0117 937 4447 Fax: 0117 303 9299 E-mail: <u>mail@greentrees.info</u> Website: <u>www.greentreessurfacing.co.uk</u>

TO:	Julian Carpenter	COMPANY:	Freshford Parish Council Freshford Village Bus Stop, Freshford Lane, Freshford, Bath BA2 7UR
E-MAIL:	jcarps@live.co.uk parish.council@freshfordvillage.com	PAGES:	3
PHONE:	07881 201 955	DATE:	24 th February 2022
REF:	Freshford Village Bus Stop, Freshford Lane, Freshford, Bath BA2 7UR Quotation Number: 10287 Rev B	FROM:	Joe Marshall

Dear Mr Carpenter,

Thank you for inviting us to tender for work at the above address. Please find below details of our quotation for your consideration, together with a copy of our terms and conditions. Quotation is based on suitable access for plant and vehicles and assumes limestone aggregate. Unless stated otherwise, this is not a fixed price quotation and is subject to re-measure upon completion. All prices are plus VAT at the prevailing rate.

Excavation of grass verge and installation of new drop kerb with a hoggin infill:

- It is the responsibility of the homeowner to apply to Bath & North East Somerset Council for the excavation licence.
- Instruct Bath & North East Somerset Council of the date to carry out the works.
- To attend site at Freshford Village Bus Stop, Freshford Lane.
- Erect Highways Chapter 8 signage and barriers to conform to Bath & North East Somerset Council specification.
- To remove and dispose of 1no. wooden bench.
- Existing stone plinth to remain in situ with hoggin surface around.
- To mechanically excavate a section of existing grass verge 3.9m (long) X 2.2m (wide) equalling 8.58m² and 4no. existing road kerbs, (radius) forming a new footpath gradient.
- Remove all waste, created by excavation away from site to contractor tip.
- Supply and install 4 linear meters of concrete path edging set in semi dry concrete foundations to create new edging demarcation between the new hoggin surface and wildflower verge.
- To supply and install 3no. 150mm x 125mm bull-nose kerbs and 1no. left-hand splay, all set in concrete foundations.
- Supply and lay new weed protector geotextile terram to the base of the excavation.
- Re-instate grass verge area 3.9m (long) X 2.2m (wide) equalling 8.58m² to council specification of 150mm of compacted type 1 stone, 60mm depth of 20mm dense binder course and 20mm depth of compacted hoggin surface course.
- Leave site, clean, tidy and ready for use on completion.
- Inform Bath & North East Somerset of the completed installation works.

For the price of: <u>£2,995.66 + VAT</u>

Please Note

When carrying out the works, if our vehicles are required to pass through the new Bath Clean Air Zone, these costs will be charged to the customer in addition to the above quotation.

If there is any further information you require at this stage, please do not hesitate to contact me at the above address.

Regards

Joe Marshall

Joe Marshall Green Trees Surfacing Ltd

GREEN TREES SURFACING LTD

COURT FARM SISTON MANGOTSFIELD BRISTOL BS16 9LU Terms and Conditions of Contract

1. Quotations are given on the basis that there are no alterations to the site, nor further deterioration between the time of our inspection and commencement of the works and does not provide for factors below ground. It is the responsibility of the customer to locate and inform us of the position and depths of all services prior to our commencing work, and the customer shall indemnify us against all claims arising from his/her responsibility in these instances; it is recommended that reports be submitted to the appropriate insurers.

2. The quoted prices are based on current costs and subject to alterations due to market fluctuations. Any increases incurred by us will be detailed on our final account documentary evidence in support of such charges can be inspected at this office.

3. We reserve the right to commence work on dates of our choosing, unless specifically requested by the customer at time of acceptance to avoid certain dates that for personal or practical reasons are inconvenient.

4. In inclement weather conditions we reserve the right to take the decision whether to continue or discontinue with the work in hand or the work to be started.
5. We reserve the right to postpone or refuse to carry out any part of the contract if, on reasonable grounds it is our opinion that the carrying out of such work at such a time would be detrimental to satisfactory completion. We also reserve the right to use suitable alternative materials, when those specified prove difficult to obtain.

6. After acceptance of our quotation any deviation or addition to same shall only be made in consultation with this office and shall be subject to all the conditions contained therein. A revised quotation shall be submitted if required or, alternatively, all works shall be subject to our current ruling prices.

7. Value added tax is not included in any price, but this will be added, if applicable at the date of the invoice at current prices.

8. All prices, unless otherwise stated, are current at date of tender. Any increases or decreases in cost occurring prior to commencement and/or during the contract period will be included at invoicing stage.

9. Payment of accounts should be made by return post of invoice. No discounts allowed unless agreed on our quotation. Work requiring more than two weeks to complete shall be subject to interim payments, if requested. Overdue accounts will be liable to interest charge not exceeding 5% per month.

10. One visit to site is allowed for haulage of plant to site. Additional visits if requested will be charged on a cost plus 20% basis unless otherwise agreed.

11. All work is guaranteed for a period of six calendar months excepting normal wear and tear or misuse by others. No responsibility is accepted for natural subsidence or damage occurring due to causes beyond our control.

12. Surfacing Contracts:-a) Design falls of less than 1 in 40 on carriageway or 1 in 60 on car parks etc. may result in inadequate surface draining. Whilst every effort will be made to lay to clients falls and levels no responsibility will be accepted for ponding due to inadequate falls. b) Soft areas in foundations prepared by others may result in surfacing being out of tolerance and any necessary remedial action will be subject to an extra charge. c) Material laid in excess of stated thickness (unless specifically included in price) will be charged as regulating at a conversion factor of 0.43m3/Tonne

13. Rates are based on areas stated; reductions may result in enhanced rates.

14. Our guarantee where applicable does not cover damage caused by any occurring root damage after the work has been completed. Any subsequent remedial work will be chargeable.

Certain contracts are covered by additional terms and conditions and where applicable are attached to this quotation. Both sets of terms and conditions will apply where appropriate.

15. Unless otherwise agreed the above terms and conditions apply to all contracts made. Any stipulations or conditions contained in all clients' order which will conflict with any of these shall be inapplicable to any contract made unless agreed prior to acceptance. Acceptance of this quotation implies acceptance of these terms and conditions.

16. Ownership and title to the goods contained in any invoice shall remain the property of Green Trees Surfacing Ltd until full payment has been received and cleared.

17. Green Trees Surfacing Ltd cannot be held responsible for any settlement howsoever caused.

18. We strongly recommend any weed growth be chemically treated and mechanically removed prior to commencement of works. Green Trees Surfacing Ltd will not be responsible for any surface weed penetration.

19. The governing law shall be that of England and the forum of any dispute shall be located in the town or city in which the Company's Registered office is currently located. Each of the parties irrevocably agrees that the courts of England shall have jurisdiction to hear and determine any suit action or proceeding and to settle any disputes which may arise out of or in connection with the Contract and for such purposes held irrevocably submits to the jurisdiction of such courts.

Any referral to adjudication under section 108 of the Act, the appointment of the adjudicator and the conduct of the adjudication proceedings shall be subject to the adjudication provisions of the Scheme of Construction Contracts made under Section 114 of the Act.

Hints and Tips to Help Maintain your Macadam Surfacing

1. Macadam Surfacing can be used in most cases 1 week (subject to weather conditions) after laying, providing cars are running in a fairly straight line and not allowed to remain stationery. It is advised that cars be put into a garage or on to a concrete surface for several days especially during hot spells. The new surface will remain 'tender' for a while but will not mark if used with care. Tight turning and wheel spin (special care should be taken when reversing) can also mark and tear the surface. Do no allow petroleum products to spill onto your new macadam or asphalt surface. Materials which are hand laid have various additives in their composition which keep the material fluid whilst being laid. These additives can also leach onto adjacent areas (flower beds, lawns etc) and in rare cases have been known to cause damage to plants. The plants usually revive if heavily watered to neutralise the effects.

2. High pressure points, created by chairs, tables, ladder, motorcycle stands, narrow hard wheels, stiletto heels etc can cause depressions. Make sure that a board is placed under if these items are placed on the surface.

3. Where sodium chlorate weed killer is applied to the surface and where excavation has taken place to the base, there is no guarantee that plant life will be totally eliminated. Should plant life survive the weed killer and push through the new surface, a further application will, in the majority of cases prove final. Immediate spot treatment is usually the best method in these circumstances. The macadam can be gently tapped back with a light hammer. It is possible that weed killer will leach onto adjacent areas especially during the rain. Should garden plants become affected by the weed killer, heavy watering will in most cases neutralise the weed killer. Because the problem, whilst rare, is virtually impossible to control, we cannot accept responsibility for replacement of any affected plants.

4. During the first season, in damp cold weather, there is a possibility of brown discoloration of the bitumen surfacing. This is in no way harmful to the wearing qualities of the material, and disappears in due course.

5, Unless we have been specifically requested to completely reshape particular areas before surfacing, ruts and hollows are in filled with extra macadam and consolidated separately if particularly bad. In consequence the compacting force of the roller varies, dependent upon the thickness of the material being rolled. The unavoidable outcome of such varying compaction is the occasional slight depression showing particularly during wet weather. The British Standards Institute appreciates these and other problems which make it difficult to obtain perfection when hand or machine laying, and therefore lays down certain tolerances for the protection of both consumer and contractor. All wearing surfaces are laid in accordance with British Standard 4987; a copy is available at this office. Regular maintenance care as above, applying weed killer a couple of times a year, and regular sweeping with a stiff broom will help to ensure your surface lasts many years.