

BLEADON PARISH COUNCIL

www.bleadonparishcouncil.co.uk

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26 JAN 2021

28 JAN 2021

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Contract for Grass Cutting Services - Bleadon Parish

The Parties: This contract is between Bleadon Parish Council and Mark Howe Gardening Services.

The Contract Dates: The contract start date is 1st April 2021 and the end date without further notice is 31st March 2024

Termination of Contract: Either party may without reason terminate the contract early by giving two calendar months' notice in writing to the other party.

In the event that the Contractor without good reason does not complete the required tasks for a period of three consecutive weeks the contract will terminate immediately with payment for completed hours only.

Payment to Contractor: The Contractor will submit a monthly account in arrears or by any other mutually agreed arrangement. Invoices must include a completed task list showing the dates of the work.

Insurance and Licences: The Contractor will continue to hold public liability insurance and any certificates/licences required for equipment use in public places.

a) The Contractor shall provide a Certificate of Insurance showing a minimum of £5,000,000 public liability insurance for Contracts. (already provided in the Tender Process)

b) The Contractor shall indemnify Bleadon Parish Council against any claim or proceedings for any injury or damage to any property or persons or animals as a result of the Contractor's negligence poor workmanship or failure to notify Bleadon Parish Council of any action likely to cause injury or damage to a third party.

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

The Purpose of the Contract: The purpose is to maintain and enhance the physical environment of the Parish by carrying out a range of duties.

The tasks will require more time in the summer months less time in the winter months. An average of eight hours per week will be maintained.

Additional hours / tasks must be agreed in advance between the parties.

Main Tasks: The schedule of expected tasks is set out herewith below in Appendices A & B

APPENDIX A: STANDARD CONDITION OF CONTRACT

The Officer will be the Parish Clerk.

Extent of Work

- a) The Core work will comprise of the cutting of grass during the cutting season of April – November 2021 to 2024 on the areas highlighted below.
 - i. The Churchyard of St Peter and St Pauls Church– minimum of 20 cuts per cutting season
 - ii. The Cross outside the main gate of St Peter and St Pauls Church - minimum of 20 cuts per cutting season
 - iii. Playground Grass Area – minimum of 20 cuts per cutting season
 - iv. Grass Area around Public Toilets and grass verge on Coronation Road– minimum of 20 cuts per cutting season
 - v. Water Pump grass area opposite the car park entrance on Coronation Road – minimum of 20 cuts per cutting season
 - vi. Grass verge in front of the main entrance to the hall up to the Bus Stop – minimum of 20 cuts per cutting season
- b) To also include strimming around play equipment, outside furniture, trees, bushes, fences, hedges and all other authorised site fixtures and fittings.
- c) To include grass removal from all play safety surfaces and footpaths by sweeping or blower.
- d) ALL cuttings may be left from all sites above, except for the Playground where cuttings MUST BE REMOVED.
- e) Line cutting is to be carried out at the same time as general cutting
- f) Selective weed control will be by separate negotiation if and when required. If and when weed killing chemicals are to be applied where and when agreed they must be applied by certificated staff (if this is to be contracted out – Bleadon Parish Council need to know who it is contracted out to and see relevant certificates).
- g) The sites are situated throughout Bleadon Parish and make up ONE contract.
- h) Although a set number off cuts has been set for the contract these may be varied according to seasonal grass growth and by agreement with the Parish Clerk.
- i) There is to be no subcontracting without permission from Bleadon Parish Council.
- j) All problems / issues to be reported to the Bleadon Parish Clerk as soon as practicable.

Workmanship and Equipment

- a) The workmanship must be of the highest standard and shall conform to all relevant British Standards, Specifications and Codes of Practice.
- b) Contractors will be expected to provide and use their own equipment, pay for their own fuel and to carry adequate Public Liability Insurance for this type of work.
- c) Bleadon Parish Council will not be liable for any damage or loss to equipment incurred by the contractor during the period of the contract howsoever caused.

- d) The Contractor will be responsible for ensuring value for money, customer care, quality of work and completion within targets defined in the specification.
- e) A regular inspection will be carried out by Bleadon Parish Council throughout the period of the Contract to ensure the work is completed in accordance with the Specification of Works.

APPENDIX B: GRASS CUTTING CONTRACT SPECIFICATION OF WORKS

- a) Prior to cutting any area, the Contractor will ensure that it is free of significantly large stones, paper, tins, bottles and other debris.
- b) The Contractor will also inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Parish Clerk immediately of any specific hazards.
- c) The Contractor will at all times during the period of the Contract, ensure that all machines engaged in grass cutting operations are sharp and properly set, so as to produce a true and even cut.
- d) Any damage or areas of grass not cut to the approval of Bleadon Parish Council from such lack of maintenance will be made good by the Contractor at his own expense and to the satisfaction of Bleadon Parish Council.
- e) The Contractor will at all times during the period of the Contract ensure that machines are properly guarded and maintained so as to present no danger to the operator, surrounding structures, vehicles or any person in the vicinity of operations.
- f) The Contractor will provide his staff with all safety equipment, (boots, reflective vests etc.), and will ensure that staff use these at all times they are engaged in work for Bleadon Parish Council.
- g) All grass will be cut cleanly and evenly and without damaging the existing surface.
- h) The Contractor will complete one area of grass cutting before moving onto the next, and immediately after cutting a scheduled area, the Contractor will ensure that all grass clippings and other arising's are cleared from all paved areas, playground equipment safety surfaces, memorial stones, paths and public footpaths, etc., by sweeping or using a blower.
- i) Mowing will take place on the full area of grass at the site, up to the paving, fencing obstacles and any other boundaries.
- j) Mowing will be carried out as close as possible to fixed obstructions.
- k) Moveable obstructions can be removed to facilitate cutting, and replaced before the Contractor leaves the site.
- l) Mowing around obstructions including seats, trees, fence lines, posts, memorial stones and kerbs and the like, and in the proximity of margins, will be undertaken using methods, tools and machines as appropriate. The cutting of such areas will be undertaken within 24 hours of the main site being mowed and will be deemed to be included in the Contractor's rate for each location.
- m) If used, strimmers must not damage any trees, shrubs etc or permanent or removable fittings.
- n) All persons operating grass cutting machinery must be satisfactorily trained, and Bleadon Parish Council reserves the right to ask the Contractor to provide adequate proof that his operators are well trained, conversant with Health and Safety legislation and competent in their operating methods.

Signed.....*Boole*.....

Signed.....*Mark Howe*.....

Date:.....*21/1/21*.....

Date:.....*26/1/21*.....

Parish Clerk
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