



Drighlington Parish Council

The Community Hub
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DPC1_1 Drighlington Parish Council Grass Cutting Scope

1. Areas to be maintained

1.1. Grass Cutting and rose bush maintenance at the following sites:

- **Area A – Hub:** grass cutting required at the side and behind the Hub. The DPC shall provide photographs of the site.
- **Area B – Footpaths:** The numbered footpaths in the Parish are identified as numbers 1,9,10,13 and 48. Strimming of footpath surfaces may also be required, as instructed by the Parish Council Clerk (the 'Clerk').
- **Area C - The Quiet Garden:** grass cutting and maintenance, including pruning when appropriate, of the rose beds.

1.2. Site photographs are attached.

2. Protection of the landscape

2.1. The Contractor is responsible for ensuring that grass cutting and all other activities are completed to ensure that each of the areas remain aesthetically pleasing and that grass and rose bushes are maintained to support healthy growth.

2.2. The Contractor will advise the Clerk if they consider the ground conditions in any area to be such that either: (a) the grass does not require cutting or (b) cutting the grass would cause damage to the ground due to wet weather. The Contractor must await instructions from the Clerk.

2.3. The Contractor must ensure that tree trunks are not damaged when strimming and that any flowering bulbs are not cut back whilst still in flower or, earlier than necessary, to ensure flowering in subsequent years.

2.4. The grass must be mowed or strimmed. Footpaths must be left tidy with no excessive clippings and debris left behind. The Contractor must notify the Clerk at least two days before the work is to be carried out by email or mobile.

3. Schedule

3.1. Area A – The first cut from April each year. A maximum of 7 cuts.

3.2. Area B – the first cut from April each year. A maximum of 2 cuts

3.3. Area C:

- Pruning the Rose bushes when appropriate
- Grass cutting – April and May – Monthly cut
- Grass cutting – June, July, August and September – Fortnightly cut
- Grass Cutting – October and November – Monthly cut
- Maintaining of Rose beds – As agreed with the Clerk.

3.4. A Minimum of 3 weeks between cuts with a maximum of 4 weeks between cuts between all cuts and areas.

3.5. The Contractor shall complete the works within such reasonable time as may be specified. Work must continue on consecutive days until it is complete. If the Contractor is unable to start on the agreed date, the Parish Clerk must be informed.

4. Waste

4.1. The Contractor is responsible for removal and disposal of all waste associated with the service provision, in accordance with current waste management regulations.

4.2. The Contractor must dispose of waste in accordance with any legislation.

- 4.3. The Contractor shall compost as much waste as possible or ensure it is taken to a site where it can be composted.

5. Contacts and communication

- 5.1. The single point of contact on behalf of the DPC is the DPC Clerk unless otherwise agreed.
- 5.2. The DPC shall notify the Contractor in writing of any changes in the identity of the Parish Clerk.
- 5.3. The Contractor shall provide the Clerk with a mobile telephone.
- 5.4. The Contractor shall respond to any requests from the Clerk as soon as reasonably possible.
- 5.5. Members of the public may ask the Contractor about the work they are doing whilst in site. The Contractor shall respond in a courteous manner, always treating the Public with respect. The Contractor shall report any issues to the Clerk.

6. Health and Safety

- 6.1. The Contractor, before cutting any area of grass, shall inspect and ensure that all litter, stones and obstacles are cleared before cutting commences. The Council will not be liable for any damage or loss to equipment incurred by the contractor during the period of the contract.
- 6.2. The work is to be always conducted, with regard to the safety and well-being of the operators, the general public and adjoining property owners and their property.
- 6.3. Health and Safety Risk assessments for all requirements for this Contract must be provided to the Clerk before commencing any on-site activities.
- 6.4. The Contractor shall ensure that noise, vibration and general nuisance are kept to a minimum and within statutory requirements.
- 6.5. Compliance with Legislation:
- 6.6. The Contractor shall comply with all relevant legislation and Codes of Practice relating to the Service including the Health and Safety at Work Act. And will provide when required:
- 6.7. The Contractor must ensure that any products used for the Contract meet the necessary legal requirements and not cause harm to any of the sites.
- 6.8. The Contractor must provide method Statements where applicable and agreed with the Clerk, before any works commence on site.

7. Assignment and Sub-Contractors:

- 7.1. The Contractor shall not assign or sub-contract the Contract or any part of it without the prior written consent of the Council.
- 7.2. The Contractor shall be responsible for the act, default or neglect of any sub-contractor as if they were the act, default or neglect of the Contractor.

8. Pricing and Payment:

- 8.1. The DPC shall pay the Contractor monthly, in arrears upon receipt of a valid invoice and subject to the agreement of the full council at the next available meeting of the Parish Clerk.
- 8.2. The Council will pay invoices within 28 days of receipt.
- 8.3. The DPC shall only pay for services that are actually completed to an acceptable standard.
- 8.4. The Contractor shall apply the rate card rates to calculate the price of any additional work requested by the Clerk.
- 8.5. Schedule of pricing is fixed for the duration of the Contract however the DPC shall only pay for the Services that are actually completed. For example, if only 6 grass cuts are completed then the DPC shall only pay for 6.

9. Plant Equipment:

- 9.1. The Contractor shall keep all plant equipment used to provide the Service, in an efficient and workable condition.
- 9.2. The Contractor shall ensure that any plant equipment used for the Service is parked clear of the highway except when agreed otherwise with the Clerk.
- 9.3. The Contractor acknowledges that the risk of damage to plant or equipment remains with the Contractor and the Council will not consider any claim for such damage which occurs or is claimed to have occurred, during the provision of this service.

10. Working Hours and Noise Control:

- 10.1. The Contractor may carry out the Service at any reasonable time during daylight hours after 08.30 hours and before 17.00 hours except where otherwise directed by the Clerk.

11. Performance and termination

- 11.1.** All work must be completed to the satisfaction of the DPC.
- 11.2.** The DPC reserves the right to not extend the Contract beyond the initial Contract period if performance is deemed unsatisfactory.
- 11.3.** If the Contractor commits any offence under the Prevention of Corruption Act; or gives an undisclosed or illicit fee or reward to any elected member or officer of the DPC to secure unfair gain or advantage; or becomes bankrupt, arranges with his creditors or other arrangements under the Insolvency Act 1986; or has an Administrative Receiver or Liquidator appointed; or is wound up; or if in material breach of contract or unsatisfactory performance, then the DPC reserves the right to terminate the Contract immediately and recover all genuine losses, including costs of rework, sustained by it from the Contractor.

12. Indemnity and Insurance:

- 12.1.** The Contractor will be required to insure adequately against all contingencies in relation to damage, fire, burglary and personal injury concerning their machinery, equipment, materials & goods and any other items used in connection with the works, and they must keep said cover in force for the entire Contract period.
- 12.2.** The Contractor must affect and maintain an insurance policy covering Employer's and Public Liability and must keep the said cover in force for the entire contract period. The policy must include an Indemnity to Principals Clause.
- 12.3.** The Contractor must notify the Council of any changes in insurers or insurance terms when they occur and provide evidence of said changes.