

Agenda item no.	12
Report to	Burwash Parish Council (BPC)
Subject	Urban Cuts
From	The Clerk and Councillors Jenner and Pope

Summary

It was resolved in January 2019/ that the Clerk would work with Councillors Pope and Jenner to develop a tender for the urban grass cuts within the Parish. The document supplied by East Sussex County Council has been reviewed and narrowed down to distinct areas which will require cutting.

The Clerk has liaised with Optivo and confirmed the areas within Hornbeam and Highfields that com under their care and been supplied with maps showing these areas. These have been excluded from the tender.

The Clerk has also been in contact with East Sussex Highways to confirm the criteria and details they require and will accept from a chosen contractor. These have been included in the tender document as well.

Resolutions

Councillors are asked to agree the proposed tender so the Clerk can start publishing it. The proposed deadline for applicants will be for the 9th March 2019. A summary of the applicants will be brought to the March full council meeting for Councillors to decide upon the successful applicant.

Burwash Parish Council Urban Cuts Tender March 2019

Overview

1. Burwash Parish Council (“the Council”) has taken on the urban cuts contract in-house from East Sussex County Council. The below Tender and maps indicate the areas to be cut and the regularity of those cuts. We are looking for local contactors/companies to take on this body of work for the Council.
 - **Length of contract:** 1 year with and extension of up to 3 years
 - **Starting:** 1st April 2019
 - **Ending:** 31st March 2023
 - **Review Period:** 3months in the first year. Upon successful completion of one year there will be the option to extend the contract for a further 3 years.

Please note that the Parish Council is obliged to share the information provided in the tender submissions with East Sussex Highways.

Specification of Works

2. Cuts are to commence in the March and finishing towards the end of October. Details of the areas

3. In the event that the works are not carried out within 7 days of the agreed cutting dates (weather and ground conditions permitting), then the Council will consider that there has been a breach of Contract, for which the Council may seek remedy.
4. Grass height to be between 25/60mm.
5. Grass around trees and fences that the mower cannot reach should be strimmed if safe to do so.
6. No chemicals or pesticides are to be used at any time without prior written consent from the Council.
7. Grass cuttings can be left on site, evenly distributed around the area.
8. Adjacent pavement and tarmac areas must be left clean and tidy at the end of each visit.
9. No cutting of grass should take place on a Sunday, Good Friday or a Bank Holiday.
10. Any additional cuts or additional works must be agreed in advanced with the Council.
11. Areas A and B requiring monthly cuts between the months March – October are marked in red on the map Annex 1. The first cut of the year is to be mid-March (except in the first year 2019 when it will be mid-April) and the final cut of the year, mid-October
12. Areas C to G requiring three cuts a year marked in red on the map Annex 1
 - Early April
 - Early June
 - Late September

Workmanship and Equipment

13. The workmanship must be of an acceptable standard, which will be verified by a Council member on the first cut of the season.
14. The Contractor is responsible for providing all relevant equipment and maintaining it to a good, safe and legal standard in order to carry out the works.

Requirements

15. **Insurance** – The Contractor is required to have professional insurance and Public Liability insurance of at least £10,000,000 for Contracts. A current Certificate of Insurance to this effect must be produced to the Parish Clerk, prior to the commencement of the Contract. The Contractor shall indemnify the Council against any claim or proceedings for any injury or damage to any property or persons or animals, as a result of negligence, poor workmanship or failure to notify the Council of any action likely to cause injury or damage to a third party.
16. **Health and Safety** – The Contractor shall accept full responsibility for compliance with the Health and Safety at Work Act 1999, COSHH Regulations and all other Acts and Regulations in respect of the work comprised in this Contract. The Council will require a
 - 16.1. Health and Safety Policy
 - 16.2. Method Statement and Risk Assessment (including carrying out grass cutting on the roadside) before work is carried out to ensure compliance with any Health and Safety needs are being met by the contractor to keep members of the public safe when work is being carried out.
17. **Qualifications** – The Parish Council needs to know the number of staff and their qualifications (must include NRSWA or LANTRA qualification)

Payment to Contractor

18. The Contractor will submit an invoice every month in arrears, throughout the grass cutting season for all works carried out. The Council will make payment by cheque once agreed at the next available full Council meeting (meetings take place on the second Tuesday of every month).

Duration of Contract

19. The duration of the Contract will be one year from the 1st April 2019. There will be no opportunity to alter the rates tendered during the year. At the conclusion of the one year, the Contract may be renewed for a further three years provided that the parties to the Contract are in agreement with any amended terms.

Termination of Contract

20. The grass cutting contract may be terminated by either party giving three months' notice in writing. However, in the event of poor performance, the Council reserves the right to terminate the contract with immediate effect.

FORM OF TENDER – Burwash Parish Council

Grass cutting quotations:

21.	SITE	Cost per visit (excl. VAT)	Visits per year	Annual cost (excl. VAT)
A	Hornbeam open space		8	
B	Triangle top of Shrub Lane		8	
C	Grass verges from top of Strand Meadow down to Beechwood Close left hand side and Hornbeam right hand side on the road		3	
D	Grass verge and bank on left hand side of road between Rosemary Gardens and Strand Meadow		3	
E	Grass bank surrounding the 'Poppy Bench next to Hoppers Croft Lane		3	
F	Grass verge from opposite entrance to Hopper Croft Lane up to Garston Park entrance		3	
G	Grass verge between the entrance of Highfields and Entrance to Ashlands. Please Note the grass bank to the entrance of Highfields is not to be cut on the other side of the footpath to the grass verge as this is the responsibility of Optivo.		3	

TOTAL ANNUAL COST FOR ALL GRASS CUTTING:	£
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Signature

Name of Company

Date