

# **Churchill & Blakedown Parish Council**

## **Contract specification for 3-year grass cutting contract - 1st April 2026 to 31<sup>st</sup> March 2029**

For grass cutting and strimming grassed areas in and around the parish and  
some maintenance on Village Green & car park

Contract No: 01

## **1.0 Introduction**

This Contract is for services to be provided to **Churchill & Blakedown Parish Council** to provide Grass Cutting and strimming in and around the parish with some grounds maintenance works in the Village Car Park and Green.

The Parish Council (PC) representative is the Clerk, who will be the day-to-day contact. All matters will be dealt with by the Clerk. In the absence of the Clerk matters will be dealt with by the Chairman of the Parish Council.

All services paid for by the council will be delivered in a timely manner and in accordance with the contract. A timetable will be used as a performance measure.

## **1.1 Statutory Requirements**

The Contractor shall comply with the provisions of any Act of Parliament affecting or relating to the grass cutting, general grounds maintenance and/or biodiversity duties and with the regulations and by-laws of the local authority.

Any penalties prescribed by law and any consequent costs resulting from the Contractor failing to carry out those statutory duties must be paid by the Contractor or recovered as a debt from the Contractor.

### **1.1.1 Provisions in Law**

The Contractor must acquaint itself with the relevant provisions of law such as:-

- a) Environmental Protection Act 1990.
- b) Environmental Protection (Duty of Care) Regulations 1991.
- c) Control of Pollution (Amendment) Act 1989.
- d) The Controlled Waste (Regulation of Carriers & Seizure of Vehicles) Regulations 1991.

All of which are concerned with the transportation and disposal of waste and arising's which will result from carrying out work within this Contract. In addition, the contractor must be acquainted with and take notice of any amending legislation which may be enacted during the life of this Contract and which will affect the performance of the service.

### **1.1.2 Accidents and Damage**

Any accidental damage caused to surrounds or any other structures, including third party property, must be reported to the parish clerk on the day of such damage occurring, either by telephone or e-mail, and a message left if no-one is available to take the call. The Contractor will be liable for any restoration costs. The contractor will agree to indemnify the Client for any claims against it or arising out of actions carried out by the Contractor. The Contractor is expected to hold a current Indemnity Policy and/or Liability Insurance Policy – a copy of which must be provided to the Parish Council (see section 1.1.3 below).

The Contractor is to provide all plant, labour and materials, including fuel, to carry out the operations detailed in the specification.

In carrying out such work the Contractor will ensure that its staff always conduct themselves in an appropriate manner as representing Churchill and Blakedown Parish Council.

#### **1.1.3 Insurance**

The Contractor shall have Public Liability Insurance in the sum of at least £10,000,000 and a copy of the Public Liability Certificate and Insurance Schedule should be sent to the Clerk. There must be adequate insurance to cover a third-party claim that may arise out of the contractor's negligence.

The contractor must have employers' liability insurance for their employees.

The contractor is responsible for the cost of any remedial work if their actions damage property.

Prior to the commencement of the contract and whenever required by the Parish Council the Contractor shall produce Risk Assessments for the works as required by the Management of Health and Safety at Work Regulations 1999 – Approved Code of Practice.

#### **1.1.4 Facilities for Workmen**

The parish council will not be responsible for the provision on-site of shelter or sanitary arrangements. All facilities for workmen shall be the responsibility of the Contractor. The Contractor shall provide protective clothing, equipment and first aid equipment for all workers employed on any work carried out within this Contract, the first aid equipment being immediately available at all sites where work is being carried out.

The contractor and all employees shall observe and comply with the provision of the Health and Safety at Work Act 1974 and any further relevant legislation which may be enacted during the period of this Contract.

#### **1.1.5. Use of Dangerous Plant and Herbicides**

The contractor shall ensure that all persons employed to supervise and carry out work under the Contract, are qualified by certification for those operations which involved the use of dangerous plant, or the use of herbicides, growth regulators, insecticides and fungicides.

#### **1.1.6 Tools, Machinery, Plant and Vehicles**

The Contractor shall supply all tools, machinery, plant and vehicles to be used for carrying out the work contained within this Contract. All tools, machinery, plant and vehicles employed on the works shall be of a suitable type and construction, safe in use with safety guards fitted, properly maintained in accordance with manufacturer's instructions, with sharp cutters to ensure clean and even cuts, and shall conform to all current legislation and any which may be enacted during the period of this Contract and any appropriate British Standard and/or their

European equivalent. The Parish Council reserves the right for its representative to carry out spot checks on all equipment, tools, machinery, plant and vehicles being used, and any item which does not comply with the Specification may be condemned by the Parish Council's representative and, if condemned, forthwith removed by the Contractor from the performance of the work.

It is the responsibility of the Contractor to ensure that the tools, machinery, plant and vehicles to be used are sufficient for the proper execution of all work contained within the Contract.

Refuelling should only take place in safe locations, away from grass and vegetation.

#### **1.1.7 Health and Safety**

- The contractor shall ensure that machinery and equipment used shall be safe, properly guarded and maintained.
- Machinery must not be left unattended at any time.
- Operatives must wear appropriate PPE.
- Operatives must be appropriately trained to use equipment and should be aware of potential dangers.
- Any chemicals used must be in accordance with current horticultural good practice and COSHH assessments must be available for inspection, if requested.

The Contractor will comply with the Health & Safety Act 1974 and other relevant regulations including Chapter 8 Working on the Highway. The Contractor must provide the Client with copies of a Risk Assessment, Method Statement, Site Safety Rules, Lone Working Procedure, Lone Working Risk Assessment, Emergency Plan and Public Liability Insurance to a minimum cover of £10 million, prior to commencement of work.

The Contractor must inform the Client of any accident that involves himself, an employee, or another person and whether the Health and Safety Executive has been informed.

## **2.0 Term of contract**

This contract is for a term of 3-years, effective from **1st April 2026 to 31st March 2029 (inclusive)**. 60 days' notice will be given for either termination or continuation. After 3 years, the council will be inviting contractors to tender to test the market.

## 3.0 Scope of Works

### 3.1 Grass Cutting & Strimming

This section sets out the agreed works and locations.

#### Blakedown

Key	Location	Site	Description
1	Birmingham Road A456	Sports Pavilion	Play area – under and around play structures within the fenced area.
2	Birmingham Road A456	Bus Shelter	Grassed area on left hand side heading towards Hagley
3	Birmingham Road A456	Entrance to car park	Blakedown Village Green
4	Birmingham Road A456	Around Junction of Churchill Lane and Halfshire Lane	Grass on verge at bottom of Halfshire Lane, grass on Churchill Lane junction and the strip of verges opposite the Swan Inn.
5	Station Drive	From junction with Birmingham Road to Level Crossing	Grassed areas along the top of Station Drive
6	Mill Lane	Signal Box	Grassed area immediately in front of signal box
7	Mill Lane/Sculthorpe Road	Telephone Kiosk	Grassed area on which the defibrillator kiosk is sited
8	Sculthorpe Road	Various areas around the entire length of Sculthorpe Road which has both entrance and exit onto Mill Lane	Grassed areas around Sculthorpe Road including The Croft and Wheatmill Close (exact areas noted on plan)
9	Mill Lane	From lower junction with Sculthorpe Road up to the top junction with Sculthorpe Road	Grassed areas on verge/tree side of Mill Lane
10	Elm Drive	Top of Elm Drive	Grassed area outside 6 Elm Drive (has bushes and shrubs planted on it by resident)
11	Brookside Way	Top of Brookside Way by footpath leading to Mill Lane	Grassed area at top of Brookside Way (has bulbs planted)
12	Wannerton Road	At junction of Churchill Lane	Verge between road and pavement (currently covered in leaves but was previously mown) contains some planted bulbs

## Churchill

Key	Location	Site	Description
13	Churchill Crossroads	Junction of Rocky/Stakenbridge Lane and Churchill/Crown Lane	Grass to be cut on two sides of the junction - the Pound plus the grass in front of the Village Hall (grass in front of Village Hall also cut by their own maintenance operative as they like a more frequent cut)
14	Stakenbridge/Stoney Lane	Junction of Stakenbridge Lane with Stoney Lane	Grass to be cut on all four corners of the junction and along the left-hand verge of Stakenbridge Lane (side of the road where the properties are) heading down towards the viaduct and including strimming around the notice board.
15	Stakenbridge Lane just after railway bridge on way to Churchill Crossroads	From bin to bench area	Grass/vegetation to be cut and vegetation kept down around the bench area – keeping the whole area tidy
16	Churchill Crossroads	War Memorial site	Bollards are to be removed, grass cut/strimmed and the bollards to be replaced in the proper manner.

### 3.1.1. Grass cutting Special Conditions

Grass cutting must be conducted Monday - Friday, as much as is practicably possible, between the hours of 08:00 and 19:00, not including bank holidays.

All work shall be carried out with the minimum of noise and disturbance. The Contractor shall indemnify the Parish Council from and against any liability for damages on account of noise or other disturbances created whilst the grass cutting is carried out.

Grass shall not be cut when ground conditions are so wet that damage to the surface occurs.

There may be occasions throughout the contract where an extra cut is required in a particular location for a specific time during the year. Such occasions will be highlighted to the Contractor by the Client at the earliest opportunity and invoiced separately.

If inclement weather prevents work being carried out, the Contractor shall immediately notify the Parish Council's representative that the work has not been done. The Contractor will be required to resume work as soon as possible to maintain the frequency of cutting required and amenity value obtained from contractual works.

When mowing near roads, you must comply with Chapter 8 of the Department of Transport's Traffic Manual.

Ride-on mowers/vehicles must have rotating amber beacons that are turned on when in use.

Operators must be aware of pedestrians and not impede their progress.

Mowing will take place on the full area of grass at the site, up to the paving, fencing and any other boundaries.

All trees, shrubs and plants on the sites shall be carefully preserved and protected from damage during the works. The Contractor will be required, at his own expense, to replace any trees, shrubs or plants which are damaged by strimming or other equipment.

### **3.1.2 – Grass Cutting Quality Standards**

The whole area shall be cut leaving no uncut grass between passes. The whole area of grass shall be left after cutting with an even height. Each area of grass that has been cut shall be left free from litter and debris.

A good quality rotary or cylinder mower will be used that provides a good and even and true cut. Blades should be checked regularly for damage and should be ground as needed to keep them sharp. Adjust the bottom blade as required to ensure the grass is cut cleanly and not torn or squeezed. When flowering bulbs or wildflowers have naturalised in grass a period of 6 weeks should elapse after flowering before grass cutting in those areas is carried out.

Mowing shall be carried out as close to fixed structures as possible, moveable obstructions shall be removed to facilitate cutting and replaced afterwards. Strimming is required around all obstacles. Strimmed areas are to be at the same standard as the mown areas.

Grass cuttings shall lie where they fall except those falling on footpaths which should be either blown or swept onto the grass area.

Edging of grassed areas should where appropriate be carried out according to specification. Edges should be cut or strimmed using half-moon, spade or mechanical edging machines and the arising to be removed off site by the contractor and grass blown off footways.

The work site must be maintained and left safe and tidy from all contractor debris and work site activities, on leaving the work site and including completion of work.

After mowing, surfaces shall be even and neat in their general appearance and not show any of the following characteristics, as far as is practicably possible: scalping, ridging, ribbing, rutting, or long stalks. The type of machine to be used on any site MUST be suitable for the task being undertaken and must be capable of working safely considering the circumstances of the site.

A general eye out for litter is required and litter is moved where necessary.

### **3.1.3. Grass Cutting Frequency of Work**

The grass (at the sites listed in section 3.1) should be cut on 12 occasions during the period of the contract (remembering that 1 cut will need to be reserved for March) at intervals of at least 2 and at most 5 weeks, considering weather conditions and the attendant rate of growth.

Arisings shall be mulched back into the ground. No grass shall be left on pavements and paths etc. Any necessary strimming (e.g. play area around benches and play equipment) done monthly during the growing season.

Work will be undertaken during a notional growing season between April and October, with a final cut in March.

Any additional work requested by the Parish Council will be dealt with by a variation order to the Contract and will be done at an additional cost agreed between the Contractor and the Parish Clerk.

Areas where there are bulbs or flowers in bloom shall be mown at the discretion of the Contractor (in consultation with the Clerk).



## 3.2 Village Green Maintenance

### Village Green

1	Trimming of the hedges 1 x per year
2	Weed killing x2 per year
3	Cut back any overhanging growth around the path and bench
4	Prune back the roses for the winter.

#### 3.2.1. Village Green Special Conditions

Hedge cutting will be carried out in accordance with DEFRA guidelines, i.e. not in bird nesting season – 1<sup>st</sup> March to 31<sup>st</sup> August. The cutting will be done sympathetically to the vegetation growth pattern.

Weed killer that is environment friendly and does not prohibit biodiversity must be used in accordance with the PC's Biodiversity policy. Weed killer should be used in accordance with the weather patterns and during the growing season of April to September.

There may be occasions throughout the contract where extra work is required. Such occasions will be highlighted to the Contractor by the Client at the earliest opportunity and invoiced separately.

If inclement weather prevents work being carried out, the Contractor shall immediately notify the Parish Council's representative that the work has not been done. The Contractor will be required to resume work as soon as possible.

#### 3.2.2. Village Green Quality Standards

The area shall be left free from litter and debris.

Strimming is required around all obstacles. Strimmed areas are to be at the same standard as the mown areas.

The work site must be maintained and left safe and tidy from all contractor debris and work site activities, on leaving the work site and including completion of work.

The type of machine to be used on any site MUST be suitable for the task being undertaken and must be capable of working safely considering the circumstances of the site.

A general eye out for litter is required and litter is moved where necessary.

#### 3.2.3. Village Green Frequency of Work

- Hedges will be trimmed 1x September.
- Weed Killing – 1x May; 1x August.
- Cut back any overhanging growth around the path and bench – 1x September
- Prune back the roses for winter – 1x December

Cuttings shall be removed from site and disposed of lawfully.

Work will be undertaken in accordance with growth pattern, DEFRA guidelines and weather conditions.

Any additional work requested by the Parish Council will be dealt with by a variation order to the Contract and will be done at an additional cost agreed between the Contractor and the Parish Clerk.

### 3.3 - Village Car Park

1	Leaf collecting x 3 per year (blow, rake and gather up leaves)
2	Weed killing x2 per year, around car park outer boundary and by EV charging points

#### 3.3.1. Village Car Park Maintenance Special Conditions

Weed killer must be used sensitively and as a last resort to pulling and strimming. It should be used in accordance with the weather patterns and during the growing season of April to September.

There may be occasions throughout the contract where extra work is required. Such occasions will be highlighted to the Contractor by the Client at the earliest opportunity and invoiced separately.

If inclement weather prevents work being carried out, the Contractor shall immediately notify the Parish Council's representative that the work has not been done. The Contractor will be required to resume work as soon as possible.

#### 3.3.2. Village Car Park Maintenance Quality Standards

The area shall be left free from litter and debris.

The work site must be maintained and left safe and tidy from all contractor debris and work site activities, on leaving the work site and including completion of work.

The type of machine to be used on any site MUST be suitable for the task being undertaken and must be capable of working safely considering the circumstances of the site.

A general eye out for litter is required and litter is moved where necessary.

#### 3.3.3. Village Car Park Frequency of Work

- Leaf collecting x 3 per year (blow, rake and gather up leaves) 1x October, 1x November, 1x December.
- Weed killing x2 per year, around car park outer boundary and by EV charging points, 1x May, 1x August.

Leaves will be removed from site and disposed of responsibly.

Work will be undertaken in accordance with growth pattern and weather conditions.

Any additional work requested by the Parish Council will be dealt with by a variation order to the Contract and will be done at an additional cost agreed between the Contractor and the Parish Clerk.

## **4.0 General Conditions**

- 4.1 If while carrying out work for the Parish Council the contractor becomes aware of any additional work, or any safety issues/concerns that require attention then this should be reported to the Clerk. The Parish Council would welcome an estimate/quotation from the contractor for the additional work but there is no guarantee that this will be accepted.
- 4.2 Monitoring will be undertaken by the Parish Council.
- 4.3 The contractor will be working for Churchill and Blakedown Parish Council and any further work or any variations to this specification will be done through the Parish Clerk.
- 4.4 The contractor will be required to include a copy of their Third Party and Public Liability insurance certificates and their Health and Safety Policy Statement, a copy of their Waste Carriers License and a sample Risk Assessment along with their tender.
- 4.5 In the interests of good working relationships between the Client and its Contractor, the Parish Council expects both parties to discuss any difficulties and problems at the earliest opportunity so that they may be resolved without undue delay.
- 4.6 The Parish Council always expects the Contractor to undertake the highest standards of customer care when dealing with the public.
- 4.7 The Contractor shall not allow his, or any other workmen employed under the Contract, to wander about any grounds or buildings adjacent to the site of the Works, nor to trespass upon adjoining properties. The Contractors shall obtain the permission of the owner(s) of adjoining land before permitting his workmen to enter. The Contractor shall indemnify the Council against any claim or action for damages on account of any trespass or misconduct by his employees.

## **6.0 Completion of works**

The Contractor will be required to submit monthly invoices. The Invoice should show the date and detail of work completed (reference to the site key on the Scope of Works in section 3 is sufficient).

## **7.0 Invoicing and Payment**

Invoices will be submitted monthly by the Contractor at a 12<sup>th</sup> of the annual net rate. Each invoice should contain details of itemised work carried out during the month. VAT should be identified separately on the invoice. Any additional ad-hoc work that has been requested will be invoiced separately.

Authorisation for payment will be made upon receipt of a detailed invoice, at the monthly Council meetings on the second Tuesday of every month (except August where fitting delegation is given to

the clerk) providing completion of works has been received. A BACS payment will follow no more than 3 days following the second Tuesday of each month.

Payment will be made within 30 days from date of receipt.

## **8.0 Applicable Law**

This contract is governed by English law.

## **9.0 Termination of contract**

This contract is effective for the period from **1st April 2026 to 31st March 2029 (inclusive)** subject to satisfactory performance of the tasks detailed in the contract. Either party may terminate the contract at any time by giving 60 days' notice in writing.

Breach of terms of contract will render the Parish Council the option to sever the contract with immediate effect.

Contact details: Clerk – Louise Harris, contact details: 07828 335949, email:  
clerk@churchillandblakedown-pc.gov.uk