



Credition Town Council

8 North Street

Credition

Devon

EX17 2BT

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Urban Highway Grass Cutting Agreement Urban Roads

THIS AGREEMENT is made between **CREDITON TOWN COUNCIL** of Council Offices, 8 North Street, Credition, in the County of Devon ("the Council") acting by the hand of RACHEL AVERY its duly authorised officer and COMPANY NAME ("the Contractor") of ADDRESS, acting by the hand of NAME the aforesaid being duly authorised to enter into this Agreement.

IT IS AGREED THAT

1. The Contractor will provide grass cutting services for Credition Town Council, as per Schedule One of this agreement, commencing on 1st April 2023 and terminating on 31st March 2024 at the costs detailed in Schedule Two.
2. All materials, fuel and equipment will be provided by the Contractor.
3. Mowing operations shall avoid spillage of debris such as stones onto carriageways or footways. Grass clippings and arisings lying on roads, footpaths, car parks, drains and other hard surfaces shall be immediately swept up and removed off site. Grass clippings and arisings on all other areas shall be dispersed evenly over the sward.
4. The areas to be maintained relating to grass cutting shall be cut and trimmed at regular intervals between 1st April 2023 and 31st March 2024.
5. The Contractor shall carry out the said grass cutting services in accordance with the requirements of the Highways Act 1980 and all other relevant statutory provisions (Copy of Devon County Council's Grass Cutting Policy provided).
6. The Contractor will hold Employer's Liability Insurance and Public Liability Insurance for the sum of no less than £5,000,000. A copy of which must be provided to the Council on an annual basis and/or upon request.
7. The Contractor will ensure Work Method Statements and Risk Assessments are undertaken and maintained.
8. The works detailed in Schedule One are provided as a guideline and should be adhered to at all times, unless variations or additional cuts have been agreed directly with the Clerk. (The weather and events will have an impact on the potential to change frequencies to either more cuts or less cuts.)
9. Any areas that have not been maintained in accordance with Schedule One must be re-visited at the cost of the Contractor.
10. An attendance sheet must be submitted to the Council Offices within 7 days of completion of work undertaken (template will be provided).

11. The Contractor will ensure that all persons involved in the exercise of the services shall hold recognised national qualifications, namely appropriate SWQR or Highway Sector Scheme units. Alternatively, demonstration of suitable experience and training as approved by the Highway Authority on traffic safety and management, and the tools and machinery employed. (Copy of New Roads & Street Works Act 1991 provided)
12. The Contractor will obtain all necessary licences to carry out the works required.
13. The Contractor shall ensure that grass cutting services are undertaken in accordance with any law or regulation at all times.
14. The Contractor will not undertake any work in the performance of the grass cutting service or adjacent to the highway without adequate traffic signing measures first being in place. All traffic management measures shall comply with Chapter 8 of the Traffic Signs Manual. (Copy of National Highway Sector Schemes for Quality Management in Highway Works 12D provided)
15. Payment of the contract will be made by the Council on receipt of an itemised invoice together with a completed attendance sheet.
16. The Council reserves the right to terminate the Agreement, by giving one month's written notice, if the terms of the agreement have not been met.
17. This Agreement shall not be assigned, transferred nor the performance of any or all obligations hereunder sub-contracted by the Contractor without the prior written consent of the Council, such consent to be at the absolute discretion of the Council.

SCHEDULE ONE

To cut Devon County Council highway grass verges in accordance with Devon County Council specifications and maps (please see Appendix One attached) 6 times during the period 1st April 2023 and 31st March 2024. For the avoidance of doubt, the grass must be cut to a residual height of no more than 40mm.

SCHEDULE TWO

Price per cut:	£
6 cuts to be carried out at a total cost of:	£

SIGNED by **MRS RACHEL AVERY**)
for and on behalf of)
CREDITON TOWN COUNCIL)

Date)

SIGNED by **NAME**)
on behalf of)
COMPANY NAME)

Date)