

# GROUND'S MAINTENANCE CONTRACT TENDER SPECIFICATION

Four-year contract commencing from April 1<sup>st</sup> 2022



Alderbury Parish Council  
January 2022



## **PART A - CONDITIONS OF CONTRACT**

### **1. Description of Works**

The works comprise the annual maintenance of grounds for the Alderbury Parish Council ("The Council"). The specification, standards and conditions are as follows:

|        |  |
|--------|--|
| Part B | Contract standards and specification of works required                           |
| Part C | Sites and land to be maintained – with maintenance standards indicated for each. |
| Part D | Price  |
| Part E | Agreement  |

2. The contract will be for 4 years, beginning 1st April 2022 and may, upon satisfactory performance, be extended for a period of one year if deemed beneficial by the Council.

### **3. Submission of Price**

Tenderers ("The Contractor") are required to enter their annual price to provide maintenance services to the specific standards set out in Part C. The Contractor will provide a single annual price for all works plus an hourly rate for any additional 'call-off' works requested. All prices are to be shown exclusive of VAT.

### **4. Payment**

The Contractor is required to invoice the Council between April and November (inclusive) with 1/8<sup>th</sup> of the annual contract sum and any contract variations agreed by the Parish Council in advance – see 'variations below.' Invoices should be submitted on 1<sup>st</sup> of each month.

### **5. Price Review**

The total price of the contract will be reviewed annually and increased or decreased by the rise or fall in the Retail Price Index for the previous 12 months (April to March inclusive), starting with the first review effect as of 1st April 2023.

### **6. Variations**

Where sites are altered for any reason and the Council requires more or less work to be carried out, then these shall be agreed in advance by the Council, priced by the Contractor, authorised by the Parish Clerk and paid together with the next monthly invoice.

### **7. Council's Indemnity**

The Contractor shall be held responsible for any damage caused to sites during the performance of the works. Particular attention is drawn to damage to graves in the cemetery and mechanical damage to trees, fences or buildings. Any such damage will be made good at the Contractor's expense.

### **8. Insurance**

The Contractor will indemnify the Council from any claims for damage to property or persons arising from the performance of the contract and will be required to produce evidence of Public Liability Insurance to a minimum value of £10 million per claim.

### **9. Acceptance of Tenders**

The Council does not bind itself to accept the lowest, or any, tender.

### **10. Quality Assurance/Failure to Perform**

Where the Contractor fails to achieve the required standards, for whatever reason, he must inform the Council within 2 working days and propose how the failure is to be corrected. Where correction does not occur within a further 3 working days, a reduction equivalent to the value of work not carried out or not performed to the specification will be made for the relevant invoice. The Contractor will therefore be required to demonstrate that he operates a quality control system to ensure that the standards specified are maintained and all work is carried out as per the specification.

**11. Exception Reports**

As identified in Part B, the Contractor is obliged to inform the Council regarding problems with trees, fences, gates, signs and play equipment. In addition, the Contractor must inform the Council, by email, of any contract areas which are in need of additional work to ensure safety or to return the area to the contract standard. The Contractor must inform the Council of such items within one week of the most recent site visit. The Contractor will carry out works arising from such reports in accordance with hourly rates quoted in Part C. Such works may include remedial tree works, fencing, gate and other grounds maintenance related tasks.

**12. Working Practices**

The Contractor will ensure that all employed staff may be identifiable – either through uniforms, tabards, badge or some other form of identity. The Contractor's employees shall, at all times, act in a reasonable manner, particularly in their dealing with the general public. No sub-contracting is permissible without the prior written consent of the Clerk to the Council.

**13. Termination of Contract**

The Council reserves the right to terminate the contract where, in any month, more than 20% deduction to a monthly invoice is made due to failure (see 9 above), or where the Contractor fails to meet any of the Conditions of Contract as identified in Part A of this document. Four weeks' notice to terminate will be given in such cases.

**14. Contract Manager**

The Contractor shall ensure that during the contract period a member of the Contractor's management staff is empowered to act on behalf of the Contractor and be available to be contacted by the Town Clerk of the Council at all "reasonable" times, i.e., during office hours (generally 9.00 a.m. - 12.00 p.m. Monday to Friday). The Contractor should be contactable, or an answering facility made available outside office hours (generally 5.00 p.m. - 8.00 a.m. Mondays to Friday, 24 hours Saturday and Sunday). The Contractor will provide an emergency contacts list. Both the Contractor and the Council will make known to each other the persons responsible for daily matters affecting the contract.

**15. Health and Safety**

The Contractor shall comply with all relevant sections of the Health and Safety at Work Act: Electricity at Work Act: Control of Substances Hazardous to Health Regulations. The Contractor will adopt safe methods of work in order to protect the health and safety of its own employees, the employers of the service users and all other persons including members of the public. The Contractor will review his/her health and safety policies and safe working procedures as often as may be necessary in the light of changing legislation or work practices. The Contractor will ensure his/her staff are aware of basic fire safety regulations and are trained accordingly. N.B. - No burning allowed on sites.

**16. Sufficiency of Information**

The Contractor shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the rates and prices stated by the Contractor in its tender which shall (except in so far as is otherwise provided in the Contract) cover all the Contractor's obligations under the Contract and shall be deemed to have obtained for itself all necessary information as low risks contingencies and any other circumstances which might influence or affect the Tender or provision of the Service.

## **PART B - CONTRACT STANDARDS AND SPECIFICATION OF WORKS REQUIRED**

### **A. GRASS CUTTING**

- A1 **Ornamental** (approx.16 cuts per year) – e.g., cemetery  
Maintain sward at a height of between 25 and 50 mm at all times by use of cylinder mowers where access allows. Where inaccessible to cylinder mowers, rotary mowers or trimmers may be used to comply with the standard. Neatly trim around grave stones and statuary. Arisings may be flown.
- A2 **Amenity** (14 cuts per year) – e.g., recreation ground  
Maintain sward at a height of between 25 and 75 mm at all times by use of cylinder mowers where access allows. Where inaccessible to cylinder mowers, rotary mowers or trimmers may be used to comply with the standard. Arisings may be flown.
- A3 **Wildflower** (1 cut year) – e.g., Waleran Close  
Areas identified for the establishment of wildflower meadows shall be cut to 30mm each year in October and the arisings completely removed. To provide access, a border of 2m around the perimeter of the wildflower area and a 2m mown path through the centre of the orchard shall be maintained to A2 amenity standards – arisings may be flown on these pathways only.
- A4 **Rough pasture** (3 cuts per year) – e.g., Oakwood Grove Amenity Area  
Maintain sward between 75mm - 120mm and arisings flown.

#### **Grass Cutting General Notes**

The Contractor is to allow for the following and include all costs within his/her price:

- (a) Sharp turns with vehicles on grass areas are to be avoided to ensure that damage does not occur.
- (b) Machinery must be of an appropriate type, well maintained, correctly adjusted and set to give a clean, even cut across the cutting width, without chewing, tearing or ribbing.
- (c) In drought conditions, modify maintenance so that the cutting height is raised to maintain the sward to the maximum specified height.
- (d) All arisings must be swept from hard areas immediately following mowing and arisings disposed of at the Contractor's own composting/recycling centre.
- (e) All areas to be mown must be thoroughly inspected prior to mowing and all glass and metal objects removed. Unless permitted to be flown, all grass arisings to be disposed of at the Contractor's own composting/recycling centre.
- (f) On certain sites, spring flowering bulbs are planted. It is the Contractor's responsibility to familiarise themselves with these areas and leave them uncut from the time when the emergent bulb growth is first visible until 6 weeks after flowering or when the growth has yellowed and wilted (whichever is the later), at which time the Contractor is to restore all such areas to their original condition and remove all arisings to the Contractor's own composting/recycling centre.

## **B. WEED CONTROL**

### **B1 Weed Control**

Control weeds around the bases of walls, fences, monuments, play equipment, paths and obstacles by strimming and/or applying glyphosate herbicide. Maintain larger areas of paths and hardstanding in play grounds free from weeds and moss.

Normally, this will entail applications of pesticides/herbicides approved by the Health and Safety Executive such as Glyphosate throughout the period March to October to comply with the required standard. All relevant legislation, including the Food and Environmental Protection act and Control of Substances Hazardous to Health must be complied with. Care must be taken to avoid drift onto adjacent spaces and neighbouring properties and only undertaken in suitable weather conditions will prevent this occurring. Any damage caused by drift or over-spraying to third party properties shall be resolved between the land holder and the Contractor.

## **C. TREE MAINTENANCE**

In areas where "tree maintenance" is specified (see Part C), maintenance of trees will be as follows:

### **C1 Newly Planted Trees**

Trees included in this section are those attached to support stakes.

- (a) Remove weed growth at base of new trees and maintain a mulched ring between the tree and the surrounding grass.
- (b) Check for any broken or tight tree-ties and make all necessary adjustments. Remove and replace any tie where it is ineffective.
- (c) Remove any stakes and ties no longer requiring staking and replace any stakes where necessary.
- (d) Between October and March, remove all epicormic growth and suckering.
- (e) Between October and March, remove all diseased, damaged and dead branches back to a good bud or branch, ensuring all cuts are clean and encouraging a strong, open framework. Remove all arisings to the Contractor's own composting/recycling centre.

### **C2 Trees – fallen branches**

To remove any light branches that have fallen onto the Council's amenity areas and dispose of all arisings at the Contractor's own composting/recycling centre.

### **C3 Tree Inspections**

All trees over 5 metres are to be visually inspected twice per year (once during July/August and once during December/January) at the Cemetery and once per year (during July/August) at the Recreation Ground and other open spaces. Any work identified as necessary to ensure the safety and well-being of the trees and site users must be reported by email to the Parish Clerk.

## **D FACILITIES – VISUAL INSPECTION AND REPORTING**

### **D1 Facilities and structures - Inspection**

During the performance of scheduled contract work, the Contractor will carry out visual observations of the fences, gates, play equipment, grave stones and other structures on the

amenity land. Any work required to maintain such facilities in good order will be reported to the Parish Clerk not more than one week after the completion of the above checks.

**D2 Graffiti**

The Contractor shall, similarly report any graffiti present.

**E. HEDGE MAINTENANCE**

**E1 Road-side hedges and general amenity land**

Where hedges lie along a road or pavement, they shall be trimmed to ensure no overhang or obstruction is caused for road/pavement users. Trim top and road-facing sides using a suitable mechanical device once per year between October and December. Cuts to be made such that the line of hedge is to be restored to the line existent prior to the previous season's growth. All arisings to be taken to the Contractor's own composting/recycling centre.

**E2 Cemetery**

Trim both side and top using hand-held hedge trimmer to the specification in E1 Cuts to be made such that the line of hedge is to be restored to the line existent prior to the previous season's growth. All arisings to be taken to the Contractor's own composting/recycling centre.

**E3 Wildflower areas**


The Outside and tops to be maintained as E1 above but a lighter cut to be applied to the inside to enable the hedge to thicken and provide habitat for birds and mammals. All arisings to be taken to the Contractor's own composting/recycling centre.

**F. REMOVAL OF LEAVES**

**F1 Removal of Leaves**

The Contractor shall rake up and remove fallen leaves and other debris from all paths and grassed areas. Leaf removal shall be carried out once all leaves have fallen between November and December. Arisings to be disposed of at the Contractor's own composting/recycling centre.

## PART C - SCHEDULE OF SITES AND WORKS REQUIRED

| <div> <div>Alderbury Parish Council</div> <div>  </div> </div> |                     |                          |       |       |            |            |        |        |
|---|---------------------|--------------------------|-------|-------|------------|------------|--------|--------|
| Grounds Maintenance - Schedule of Works   |                     |                          |       |       |            |            |        |        |
| Grassed Area  | Area m <sup>2</sup> | Perimeter m <sup>2</sup> | Grass | Weeds | Trees      | Facilities | Hedges | Leaves |
| Avon Drive - Canal Side   | 753.69              | 143.53                   | A4    | n/a   | C3         | n/a        | n/a    | n/a    |
| Avon Drive - Roundabout   | 123.07              | 40.49                    | A4    | n/a   | n/a        | n/a        | n/a    | n/a    |
| Avon Drive - verge  | 74.82               | 45.12                    | A4    | n/a   | C3         | n/a        | n/a    | n/a    |
| Cemetery  | 1367.85             | 172.42                   | A1    | B1    | C1, C2, C3 | D1 & D2    | E2     | F1     |
| Cemetery Parking Area   | 847.96              | 138.29                   | A2    | n/a   | C3         | n/a        | E1     | n/a    |
| Eyres Drive   | 31.54               | 25.38                    | A4    | n/a   | C3         | n/a        | n/a    | n/a    |
| High Street Allotments <sup>1</sup>   | 1302.68             | 151.84                   | n/a   | n/a   | n/a        | n/a        | E1     | n/a    |
| Highway verge - 12-28 Windwhistle Way   | 206.45              | 98.01                    | A4    | n/a   | C3         | n/a        | n/a    | n/a    |
| Highway verge - 13 Priory Close   | 26.61               | 30.54                    | A4    | n/a   | C3         | n/a        | n/a    | n/a    |
| Highway verge - 23 Priory Close   | 13.64               | 17.36                    | A4    | n/a   | C3         | n/a        | n/a    | n/a    |
| Highway verge - 40 Windwhistle Way  | 14.8                | 18.63                    | A4    | n/a   | C3         | n/a        | n/a    | n/a    |
| Highway verge - 54 Windwhistle Way  | 25.54               | 28.05                    | A4    | n/a   | C3         | n/a        | n/a    | n/a    |
| Highway verge - Priory Close/Windwhistle Way  | 12.65               | 18.85                    | A4    | n/a   | C3         | n/a        | n/a    | n/a    |
| Oakwood Grove   | 1596.87             | 179.06                   | A4    | n/a   | C3         | n/a        | E1     | n/a    |
| Priory Close - Roundabout   | 129.18              | 41.56                    | A4    | n/a   | n/a        | n/a        | n/a    | n/a    |
| Recreation Ground - Field   | 11766.29            | 525.05                   | A2    | B1    | C1, C2, C3 | D1 & D2    | E1     | F1     |
| Recreation Ground - Rectory Road Verge  | 42.29               | 28.09                    | A2    | n/a   | C3         | n/a        | n/a    | F1     |
| Sandringhams  | 1641.34             | 220.91                   | A4    | n/a   | C3         | n/a        | n/a    | n/a    |
| Southampton Rd Allotments - car park and access   | 999.96              | 273.93                   | A2    | n/a   | n/a        | n/a        | E1     | F1     |
| Southampton Road Allotments - central path  | 543.47              | 201.66                   | A2    | n/a   | n/a        | n/a        | n/a    | n/a    |
| The Green - Fountain  | 455.14              | 93.91                    | A2    | B1    | C1, C2, C3 | D1 & D2    | E1     | F1     |
| The Green - Memorial <sup>3</sup>   | 1725.71             | 176.84                   | A2    | B1    | C1, C2, C3 | D1 & D2    | E1     | F1     |
| Twyneham Gardens  | 274.53              | 107.91                   | A4    | n/a   | n/a        | n/a        | n/a    | n/a    |
| Waleran Close - Orchard <sup>2</sup>  | 1105.49             | 177.52                   | A3    | n/a   | C1, C2, C3 | n/a        | E3     | F1     |
| Waleran Close Copse   | 697.45              | 103.91                   | A4    | n/a   | C1, C2, C3 | n/a        | n/a    | n/a    |
| Waleran Close Verge   | 85.8                | 82.25                    | A2    | n/a   | n/a        | n/a        | n/a    | n/a    |

**Notes**  
Please see these notes for detailed instructions  
  
<sup>1</sup> Only roadside hedge to be maintained (cut inside, outside and top)  
  
<sup>2</sup> Layout of mown pathway through orchard to be agreed with the Council at commencement of the contract.  
  
<sup>3</sup> Hedge alongside Southampton Road and the tennis courts to be cut inside, outside and top. SID camera to be kept free of growth to maintain operation. Hedge behind the bus stop to be allowed to grow up 1m to screen the roof from memorial.

**Grass Cutting**  
A1 Ornamental  
A2 Amenity  
A3 Wildflower  
A4 Rough pasture  
**Weed Control**  
B1 Control  
**Trees**  
C1 Newly planted trees  
C2 Fallen branches  
C3 Visual inspection  
**Facilities**  
D1 Inspection  
D2 Graffiti  
**Hedges**  
E1 Roadside & amenity  
E2 Cemetery  
E3 Wildlife  
**Leaves**  
F1 Collect and remove

## PART D – SUBMISSION OF PRICE

| Works Required   | Price (excluding VAT) |
|--|-----------------------|
| <p><b>CONTRACT SCHEDULE</b><br/>To undertake the works specified in the tender document and as specified in the contracts schedule, fully inclusive of all labour costs, insurance, machinery hire, vehicle costs, transport and disposal.</p>   |                       |
| <p><b>CALL-OFF CONTRACT</b><br/>To undertake additional and associated grounds maintenance works requested. Please quote hourly labour charge - please enter hourly rate per operative excluding VAT.</p> <p>Machine hire, transport and vehicle costs to be billed separately. Examples of works that may be requested:</p> <ul style="list-style-type: none"><li>• Fence and gate repairs</li><li>• Scarification prior to wildflower seeding.</li><li>• Tree planting and new tree watering.</li><li>• Speed Indicator Device – battery change and relocation</li><li>• Erection of bird and bat boxes.</li></ul> |                       |



## PART E - FORM OF AGREEMENT

This AGREEMENT is made the..... day of ..... 202

BETWEEN Alderbury Parish Council and .....  
(Hereinafter referred to as 'The Contractor').

WHEREBY--

1. The Alderbury Parish Council wishes to receive the Services as set out in the Terms, Conditions and Schedule for a period of 4 years from 1st April 2022.
2. The Contractor is willing to perform such services subject to and in accordance with the Terms and Conditions Schedule.
3. The Contractor shall provide the Services in accordance with and subject to the provision of this agreement and to the satisfaction of the Alderbury Parish Council then payment provided for in this Agreement will be made to the Contractor as set out in this agreement.

PARTY to this Agreement,

signed ..... Date .....

Alderbury Parish Council

signed ..... Date .....

Contractor

## APPENDICES – MAPS

### OPEN SPACES - GRASS

|   |                       |
|---|-----------------------|
| Avon Drive - Canal Side                         | <a href="#">Map 1</a> |
| Avon Drive - Roundabout                         | <a href="#">Map 1</a> |
| Avon Drive - Verge                              | <a href="#">Map 1</a> |
| Eyres Drive                                     | <a href="#">Map 1</a> |
| Highway verge - 12-28 Windwhistle Way           | <a href="#">Map 1</a> |
| Highway verge - 13 Priory Close                 | <a href="#">Map 1</a> |
| Highway verge - 23 Priory Close                 | <a href="#">Map 1</a> |
| Highway verge - 40 Windwhistle Way              | <a href="#">Map 1</a> |
| Highway verge - 54 Windwhistle Way              | <a href="#">Map 1</a> |
| Highway verge - Priory Close/Windwhistle Way    | <a href="#">Map 1</a> |
| Priory Close - Roundabout                       | <a href="#">Map 1</a> |
| Twyneham Gardens                                | <a href="#">Map 1</a> |
| Sandringhams                                    | <a href="#">Map 2</a> |
| Recreation Ground - Field                       | <a href="#">Map 3</a> |
| Recreation Ground - Rectory Road Verge          | <a href="#">Map 3</a> |
| Waleran Close - Orchard                         | <a href="#">Map 3</a> |
| Waleran Close Copse                             | <a href="#">Map 3</a> |
| Waleran Close Verge                             | <a href="#">Map 3</a> |
| Oakwood Grove                                   | <a href="#">Map 4</a> |
| Southampton Rd Allotments - car park and access | <a href="#">Map 4</a> |
| Southampton Road Allotments - central path      | <a href="#">Map 4</a> |
| High Street Allotments                          | <a href="#">Map 5</a> |
| The Green - Fountain                            | <a href="#">Map 5</a> |
| The Green - Memorial                            | <a href="#">Map 5</a> |
| Cemetery  | <a href="#">Map 6</a> |
| Cemetery Parking Area                           | <a href="#">Map 6</a> |

### HEDGEROWS

[Map showing hedgerows to be maintained.](#)