

Whitmore Parish Council

Tender for Services Relating to Grounds Maintenance 1st April 2017 to 31st March 2021

SPECIFICATION PART ONE

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This contract requires contractors to undertake grass cutting on a 'cut & collect' basis

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SECTION ONE - INTRODUCTION

- a. Whitmore Parish Council appoints contractors to undertake maintenance work on its green spaces and contractors will be expected to operate in a manner that reflects Parish Council values and objectives.
- b. The Grounds Maintenance Contractor;
 - i) Will demonstrate that they reflect the values and community focus of the Parish Council.
 - ii) Will behave in a professional, courteous and respectful manner to all parishioners when going about their duties.
 - iii) Will be capable of delivering the quality and standard of presentation specified.
 - iv) Will be expected to work in a positive and constructive partnership to further develop and enhance the visual presentation of the Parish and will be expected to engage positively in developing projects that will enhance the reputation and image of the parish.

1.1 SINGLE STAGE TENDER

This tender will be a single stage process.

1.2 CONTRACT PERIOD

- a. The contract period will be for two years, with an option to extend for a further two years at the sole discretion of the Council.
- b. Contract Years
 - i) First Year contract period 1st April 2017 to 31st March 2018
 - ii) Second Year contract period 1st April 2018 to 31st March 2019
- c. Discretionary Extension Contract Years
 - i) Third Year contract period 1st April 2019 to 31st March 2020 (Discretion of the Council)
 - ii) Fourth Year contract period 1st April 2020 to 31st March 2021 (Discretion of the Council)
- d. A formal contract review will take place during the month of January of each contract period.

1.3 QUESTIONS ABOUT THE TENDER

- a. Any questions relating to this tender must be raised in writing no later than 15th February 2017.
- b. Questions should be addressed to the Clerk to the Parish Council: Mrs Wendy Kinson (preferably) by email to parish.clerk@whitmoreparishcouncil.co.uk or by letter to The Old Laundry, Maer, Newcastle-under-Lyme, Staffordshire ST5 5EF.
- c. Any questions raised and the answers to those questions will be distributed to all companies or organisations invited to tender.

1.4 MANAGEMENT OF THE CONTRACT – SUPERVISING OFFICER

- a. Whitmore Parish Council will appoint a **Supervising Officer** to liaise with the successful contractor and who will be the sole person responsible for giving instructions to the contractor and confirming that works have been completed satisfactorily.

- b. The name of the Supervising Officer and any change to the name of the Supervising Officer will be communicated to the contractor in writing.
- c. Any works carried out without the specific instruction coming from the Supervising Officer will not be considered authorised and the contractor may not be paid for such works.

SECTION TWO – INSTRUCTIONS TO TENDERERS

2.1 TENDER SUBMISSION

- a. Your tender submission must be received by The Clerk to the Council by **noon on Monday 27th February 2017**.
- b. Tenders received after the closing time and date will not be considered.
- c. The tender should be submitted in a sealed envelope and clearly labelled with the words:

“Confidential. Not to be opened until after noon on Monday 27th February 2017 in the presence of the Clerk to the Parish Council and two councillors”

- d. Tenders should be sent to;

Mrs Wendy Kinson
Clerk to Whitmore Parish Council
The Old Laundry
Maer, Newcastle-under-Lyme
Staffordshire ST5 5EF

2.2 PREPARATION OF TENDER

- a. It is the responsibility of Tenderers to obtain for themselves, at their own expense, all available information necessary for the preparation of their Tenders.
- b. Tenderers are strongly advised to thoroughly familiarise themselves with the quality of presentation to be achieved and the frequencies for all operations.
- c. Tenderers should visit the sites to ascertain all relevant conditions likely to affect the execution of the works, and to thoroughly acquaint themselves with the extent and nature of the proposed works, and will be deemed to have fully done so before submitting a Tender.

2.3 CONFIDENTIALITY

- a. All information supplied by Whitmore Parish Council in connection with this tender shall be treated as confidential by tenderers, except that such information may be disclosed for the purpose of obtaining sureties and quotations for preparation and submission of the tender.
- b. All information submitted to the Council may be needed to be disclosed and/or published by the Council.
- c. Without prejudice to the foregoing generality, the Council may disclose information in compliance with the Freedom of Information Act 2002, (the decisions of The Council and their legal advisors in interpretation therefor shall be final and conclusive in any dispute, difference or questions arising in respect of disclosure under its terms), any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure.
- d. Accordingly, if you consider that any of the information included in your tender response is commercially confidential please identify it and explain (in broad terms) what harm might result from disclosure and /or publication. It should be remembered though, that, even where you have indicated that information is commercially sensitive, the Council may disclose this information where they see fit. Receipt by the Council of any marked “confidential” or equivalent should not be taken to mean that the council accept any duty of confidence by virtue of that marking.

2.4 PERIOD OF VALIDITY

Tenderers are required to keep Tenders valid for acceptance for a period of 90 days from the date of Tender.

SECTION THREE - EVALUATION

- a. Should there be any ambiguity in the tender documents the Council may contact tenderers to clarify specific matters.
- b. The evaluation process will include emphasis on quality as well as price.
- c. Each tenderer will be subject to Technical, Commercial and financial Analysis.
- d. The aim of the evaluation is to select the tender which represents the best long term value for money and one that possesses the capability to deliver the standards of quality and presentation required.
- e. A Tenderer may be asked to attend an interview with the Parish Councillors and or its representatives prior to the award of the contract.
- f. The Parish Council may seek the advice of professionals with the specific expertise to evaluate the tender.
- g. The structure of the tender evaluation model is presented below.

Description	Form of Evidence	Allocation
Public Liability Insurance to £5 million	Copy of Certificate	Pass/Fail
Certificate of Collusive Tendering	Signed Certificate	Pass/Fail
Certificate of adherence to Quality Standards	Signed Certificate	Pass/Fail
Quality	Quality Assurance Portfolio of works Professional Organisations Relevant Qualifications Previous Experience Evidence of achieving specified quality standards	30%
Environmental	Documentation	5%
Health & Safety	Documentation	5%
Human Resources	Documentation	5%
References	Result of Enquiries	5%
Price	Bill of Quantities Schedule of Rates	50%

SECTION FOUR – GENERAL CONTRACT TERMS AND CONDITIONS

4.1 COMMENCEMENT

- a. The successful Contractor will undertake to meet with Council representatives on a date to be agreed to discuss transitional arrangements.
- b. The successful Contractor will be required to commence operations on the Commencement Date for the Contract as defined in the Standard Conditions of the Contract and will then be bound by full compliance with all the Conditions therein.

4.2 GENERAL DESCRIPTION OF THE SERVICES

- a. The Works comprise those operations and duties necessary to maintain the areas and sites as seasonal demands dictate to the standards as indicated in the Specifications and Schedules, which form part of the Tender Documents.
- b. General works will include but are not exclusively limited to;
 - i) Grass cutting all on a 'cut and collect basis' and to include the removal from site and safe disposal of all arisings;
 - ii) Shrub and tree pruning;
 - iii) Mechanical sweeping of footpaths adjacent to the highway and in council car parks and recreational areas;
 - iv) Removal of weeds and vegetation including moss, from hard surfaces;
 - v) Application of weed killing and moss control substances;
 - vi) Edging of maintained areas;
 - vii) Hedge cutting;
 - viii) Weeding and general maintenance of planted areas and tubs;
 - ix) Removal of fallen leaves, litter and branches;
 - x) Sowing grass seed and laying turf;
 - xi) Marking out sports playing pitches;
 - xii) Laying paving slabs;
 - xiii) Moving and relocation of recreation equipment such as benches and picnic tables.

4.3 PERFORMANCE OF SERVICE

During the Contract Period the Contractor shall;

- a. Perform the Services, and any variations thereof authorised under the Conditions, in a proper, skilful and workmanlike manner totally consistent with the Tender Documents and Conditions and to the entire satisfaction of the Supervising Officer.
- b. At all times perform such Services in accordance with the Programme, and any variations thereof, authorised under the Conditions
- c. Ensure that his employees display a pleasant and helpful attitude towards members of the public at all times during the operation of the Contract

4.4 WORKING HOURS

- a. The permitted hours of working will be from 8.00am to 5.00pm Monday to Saturday

- b. Only in exceptional circumstances will working outside these hours be permitted and then only with the prior written instruction or permission of the Supervising Officer. When work is carried out outside of the permitted hours care must be taken not to cause nuisance to residents.
- c. Work shall not be undertaken on days designated as Public or Bank Holidays without the prior consent of the Supervising Officer.

4.5 UNSPECIFIED WORK

- a. The Supervising Officer may require the Contractor to carry out additional Unspecified Work over and above, that which is required by the Contract.
- b. The Contractor will provide a rate per hour both for labour and for Plant in such terms as are set out in the Bills of Quantity and payment to the Contractor for Unspecified Work will be in accordance with such rates per hour so shown therein.
- c. The Contractor shall therefore furnish a schedule of rates.

4.6 PERIODIC STATEMENTS & INVOICES

The Contractor shall submit to the Clerk to the Parish Council, after the end of each calendar month, a statement and Invoice showing:

- a. The value of work undertaken, in respect of each aspect of the Contract cumulatively up to the end of that period; and
- b. The amounts to which the Contractor considers himself entitled in connection with any variations or instructions for additional services duly authorised by the Supervising Officer.

4.7 PAYMENTS

- a. Provided that the Contractor shall have performed the Services in accordance with the Contract, and the invoices have been verified by the Supervising Officer, the council will pay to the Contractor the Annual Sum in twelve instalments subject to any additions and deductions.
- b. The Supervising Officer will verify that all invoiced works have been carried out and to the quality standard.
- c. Should the Supervising Officer identify any works that have not been carried out, or that fail to meet the quality standard, then the whole sum of any invoice submitted may be withheld until such works have been completed in full to the quality standard.
- d. Invoices will be paid within 30 days of receipt.

4.8 STAFF AND WORKFORCE

The Contractor shall at all times during the Contract Period;

- a. Employ sufficient persons with the necessary abilities, experience, training and skills for the proper performance of the Services.
- b. Employ sufficient persons with the necessary abilities and skills to supervise the performance of the Services in a proper and continuous manner.

- c. Will be required to demonstrate to the satisfaction of the Supervising Officer that staffing levels are adequate to maintain cover during period of annual leave and sickness absence.

4.9 UNIFORMS AND IDENTIFICATION

- a. The Contractor shall ensure that all persons employed in the performance of the Services shall at all times be properly attired and presentable in appropriately identifiable uniforms or clothing which shall have been approved by the Supervising Officer.
- b. Whilst carrying out works associated with the contract the Contractors employees shall wear high visibility jackets.
- c. Representatives of the Contractor shall at all times carry a means of identification clearly showing; their full name, the name of the Contractor, the Contractors full contact details including name, registered and trading address and telephone number. Such means of identification should be available for inspection on request by any Elected Official or Officer of the Council who similarly discloses their identity.
- d. When requested to do so or when communicating with other persons as a representative of the Contractor all persons employed by the Contractor in the performance of the Services shall disclose their identity and shall not attempt to avoid so doing.

4.10 HEALTH AND SAFETY AT WORK ACT AND CONTRACTORS SAFETY POLICY

- a. The Contractor shall ensure that he and his employees and agents shall in the course of this Contract comply with the Health and Safety at Work Act 1974 (HSWA), which term shall include all Regulations, Orders, Codes of Guidance and any other supplemental legislation, Circulars or Guidance made or issued pursuant thereto and that all persons who are at work (as defined in that Act) in connection with this Contract shall comply at all times with HSWA.
- b. If at any time the Supervising Officer reasonably considers that HSWA is not being complied with he shall be entitled to instruct the Contractor;
 - i) To cease to carry out the Services (or a specified part thereof) either immediately or within a specified period or not later than a specified date or time; and/or
 - ii) To take specified steps to secure compliance with HSWA; and/or
 - iii) To comply with advice or requirements of the Health and Safety Executive or a proper officer thereof.
- c. The Contractor shall inform the Supervising Officer forthwith upon complying with any such instruction and if the Supervising Officer subsequently confirms in writing that he is satisfied that the Contractor has so complied with the Contractor shall recommence to carry out the services.
- d. The Contractor shall have regard to the Council's safety policy when preparing his own statement
- e. The Contractor shall submit a copy of its Health & Safety Policy to the Council prior to the commencement of the Contract.
- f. The Contractor shall nominate a person to be responsible for health and safety matters as required by the Act.

- g. The Contractor shall ensure that the operations are carried out to ensure safety and the absence of risks and that systems of work are safe and without risk to the health and the safety of his employees and the general public.
- h. The Contractor shall provide such instruction, training and supervision as is necessary to ensure the health and safety of his employees and the general public.
- i. The Contractor shall employ or cause to be employed in and about the performance of the Services and in the superintendence thereof only such persons as are careful, skilled and experienced in their several trades and callings.
- j. The Supervising Officer shall be at liberty to object to and require the Contractor to remove any person employed by the Contractor in or about the performance of the Services who in the opinion of the Supervising Officer, misconducts himself, or is incompetent or negligent in the performance of his duties, or fails to conform with any particular provisions with regard to safety, or persists in any conduct which is prejudicial to safety or health; and such persons shall not be again employed in the performance of the Services without the written permission of the Supervising Officer.
- k. The Contractor shall provide such information and access to such documents as the Council may require so that it can be assured that the Contractor has complied and will continue to comply with the provisions of this Clause.

4.11 EMPLOYMENT RIGHTS

- a. The Contractor shall recognise the right of employees to join a trade union of their choice.
- b. The Contractor in employing any person shall not exercise discrimination in the matter of colour, race, creed, religion, disability or sex.
- c. The Contractor shall at all times comply with the requirements of all Acts, Regulations and Orders pertaining to the employment of persons in connection with the Contract.
- d. The Contractor shall provide such information and access to such documents as the Council may require so that it can be assured that the Contractor has complied and will continue to comply with the provisions of this Clause.

4.12 LIABILITY OF THE CONTRACTOR

- a. The Contractor shall fully and promptly indemnify the Council against any liability to any person whatsoever arising out of or connected with the performance of the Services or any act or omission of any employee of the Contractor howsoever such liability may arise
- b. The Contractor shall fully and promptly indemnify the Council in respect of any damage caused to any property, whether heritable or movable in the ownership, occupation or possession of the Council by any employee or agent of the Contractor
- c. The Contractor shall fully and promptly indemnify the Council and all persons concerned in respect of any personal injury caused to any employee of the Council by any employee or agent of the Contractor

4.13 INSURANCE

- a. The Contractor shall at all times maintain in force such policies of insurance with reputable insurers or underwriters approved by the Supervising Officer as shall without prejudice to the foregoing generally fully insure and indemnify the Contractor against liability;

- i) To the Council and to any employee of the Council;
 - ii) To the employees of the Contractor; or
 - iii) To any other person
- b. In the sum of at least **£5,000,000 (five million pounds)** and in accordance with his obligations under applicable legislation.
- c. Without prejudice to the foregoing, the Contractor shall maintain and when required exhibit such policy or policies of insurance in respect of all and any risks as may be necessary to insure against, in respect of the proper performance of the Contract
- d. The Contractor shall prior to the commencement of the Contract and thereafter annually and at such other times as the Supervising Officer may require supply the Supervising Officer with the copies of all insurance policies, cover notes, premium receipts and other documents as the Supervising Officer may require

4.14 INDUCEMENTS

The Council shall be entitled to cancel the Contract forthwith or within such period as it may determine by giving written Notice to the Contractor and to recover from the Contractor the amount of any loss resulting from such cancellation if;

- i) The Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the Contract or any other contract with the Council; or,
- ii) The like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor)

4.15 GRATUITIES

- a. The Contractor shall not whether by himself, or by any person employed by him, to perform the Services solicit any gratuity or tip or any other form of money taking or reward, collection or charge for any of the Services other than bona fide charges approved by the Council.
- b. Where a complaint has been received by the Supervising Officer in connection therewith and provided that the Supervising Officer shall have satisfied himself that such complaint is valid, the Council's powers shall apply to any default under this condition.

4.16 LIABILITY OF CONTROL

- a. The Council shall not be liable for any loss or damage whether caused by the negligence of the Council, its servants or agents or in any other way whatsoever
- b. The Council shall in no circumstances be liable to the Contractor for any loss of profit, business or production or any similar loss or damage whether direct, indirect or consequential however caused
- c. The Council in no way warrants the truth or accuracy of any representation which may have been made to the Contractor prior to his entering into this Contract and the Contractor acknowledges that he did not rely upon any representation made by or on behalf of the Council when entering into this Contract
- d. Without prejudice to the generality of this sub-clause the Council shall not be liable to the Contractor for any loss or damage of whatever nature resulting from a variation of the Contract in accordance with the Conditions

4.17 UNSATISFACTORY PERFORMANCE AND LIQUIDATE AND ASCERTAINED

- a. If, at any time after the commencement date, in the opinion of the Supervising Officer the Contractor shall have omitted to perform any part of the Services on any occasion, the Supervising Officer shall be entitled to give the Contractor a written notice ("Notice of Omission") setting out the omission. Such incidents reported to the Contractor after noon shall be dealt with no later than the next working day.
- b. If the Contractor fails to comply with a Notice of Omission under clause a) above, liquidate and ascertained damages in respect of any failure to perform any part of the Contractor shall be such sum as is certified by the Supervising Officer. (In the event that the Contractor disputes such sum then the assessment of the quantum thereof shall be submitted to arbitration).

4.18 ASSIGNMENT OF CONTRACT

The contract may not be assigned.

4.19 STANDING ORDERS

The Contract shall be subject to the Standing Orders of the Council.

4.20 JURISTICTION

The Contract shall be governed by the Law of England.

SECTION FIVE - TECHNICAL SPECIFICATION

5.1 VEHICLE OPERATION

The Contractor shall ensure that:

- a. Drivers and operators of the Plant are responsible for the safe operation and use of the Plant;
- b. Drivers drive safely and correctly at all times in accordance with the relevant Road Traffic Legislation from time to time in force and the instructions of the Supervising Officer;
- c. Drivers are trained and thoroughly competent in the safe use of the Plant;
- d. Plant operations are carried out in a reasonable and workmanlike manner without causing obstruction or annoyance to the public;
- e. The Plant is cleaned and maintained in such a condition so that it presents a professional pleasant image to the public.
- f. The Contractor must not use vehicles, tractors or mowing equipment that will cause damage to the grass, pavements, footpaths, road or car park surfaces being maintained.
- g. Where the Contractor is responsible for causing damage to the grass areas by way of ruts being formed, edges being compressed, or any other damage or damage to other surfaces then the Contractor shall be responsible for rectifying the damage and bringing the area up to its original condition.
- h. Tractors must not be used for hedge cutting.

5.2 MACHINERY GUARDS AND MAINTENANCE

- a. The Contractor shall at all times during the period of the Contract ensure that machines are properly guarded and maintained so as to present no danger to the operator or any person or property in the vicinity of any operation.
- b. The Contractor shall provide his staff with all safety equipment appropriate to operations being carried out and shall ensure that staff use these at all times they are engaged on work.

5.3 CHEMICAL OPERATIONS

- a. For the purposes of the Contract, the following may be directed for use by the Supervising Officer:
- b. Pesticides, herbicides, fungicides, bactericides, insecticides – including growth, regulators, defoliant, rooting agents, desiccators, acaricides, nematocides, rodenticides, bird repellents, molluscicides, lumbricides, soil-sterilants and fumigants (hereafter together referred to as “Pesticides”).
- c. The Contractor where directed shall only use Pesticides which have been approved by current United Kingdom legislation and Health & Safety Executive guidance.
- d. The Contractor must in all respects carry out chemical operations in accordance with the up-to-date instructions or recommendations of Manufacturers.
- e. In order to avoid the danger of spray damage and/or possible legal proceedings work will only proceed during periods of suitable ground and climatic conditions. The Contractor will require to indemnify the Council against any claim whatsoever arising out of such operations.

- f. All operatives engaged in the application of any Pesticide shall be at least 18 years of age, and shall carry a certificate from a training establishment recognised by the United Kingdom Government.
- g. Prior to the commencement of the Contract the Contractor shall present to the Supervising Officer proof that employees to be engaged in such works are suitably qualified and assessed and shall ensure that only those operatives are engaged in the application of such materials.
- h. The Contractor shall ensure that all materials are properly stored and transported, providing secure storage as required under the Terms of the Act.
- i. The Contractor shall by methods approved under the Terms of the Act timeously notify the public, neighbours of site and the users of facilities of the fact that spraying operations are to be, and have been undertaken.

5.4 ARISINGS AND LITTER

- a. Arisings must not be allowed to accumulate.
- b. Arisings, leaf fall, tree and shrub branch fall, litter and debris of other descriptions must be swept up and removed off-site, all at the Contractor's expense, as the work proceeds.
- c. No such materials shall be left on sites overnight.
- d. Where materials have been left in places (highways and similar public places) judged inappropriate by the Supervising Officer he may as his discretion arrange for their immediate removal and charge the cost to the Contractor.
- e. Where sites are judged appropriate by the Supervising Officer for storage of arisings, litter, etc. no such materials may be stored beyond the end of the working week.
- f. Only approved material may be stored on sites – noxious, poisonous or dangerous materials may not be stored on site (e.g. rotting, grass cuttings, empty pesticide containers); all such materials must be removed off-site daily.

5.5 AVOIDANCE OF ACCUMULATIONS ON HARD SURFACES

- a. The Contractor is to avoid carrying clay, soil, grass cuttings or other such accumulations of any kind from grass or cultivated soil to hard surfaces, whether within a site or out onto the highway.
- b. Wheels and all parts of Plant and equipment are to be cleaned before moving off-site.
- c. Where any such accumulation is deposited on hard surfaces these shall be swept up and removed there from at the Contractor's expense.

5.6 WATERING OF TUBS AND LARGE PLANTERS

- a. The Contractor must have equipment available to carry out the watering of tubs and large planters available at all times at no additional cost to the contact.
- b. The Supervising Officer will instruct the Contractor to carry out watering operations as and when necessary.
- c. The Contractor must carry out any instructions to water tubs or large planters within an agreed timeframe.

5.7 GRASS CUTTING – PREPARATION OF AREA

- a. Prior to each cut at any site the Contractor shall;
 - i) Inspect all areas to be mowed;
 - ii) Remove all arisings and obstructions which might cause damage or injury and all litter and debris such as tins, bottles, cans, cigarette packets, and paper;
- b. All such items shall be collected and removed off-site for proper disposal by the Contractor.

5.8 GRASS CUTTING - ADJACENT TO THE HIGHWAY & ON ROUNDABOUTS

- a. Prior to cutting grass at locations adjacent to the Highway and on Roundabouts the Contractor shall set out signs adjacent to the highway upon which grass cutting is to be carried out.
- b. The signs are to be positioned at the commencement of the work area and must be clearly visible to both vehicles and pedestrians.
- c. Where the length of highway is long and has several entrances additional signs shall be positioned over the length of the highway at regular intervals.
- d. The signs are to be removed once the grass cutting works and the removal of arising's etc. has been completed.
- e. When grass cutting works are being carried out on roundabouts signs must be displayed adjacent to the highway before each entrance to the roundabout.
- f. The signs are to display the wording 'Warning Grass Cutting in Progress'.
- g. The contractor is responsible for the provision and replacement of all 'Warning Grass Cutting in Progress' signs.

5.9 GRASS CUTTING - GENERAL DESCRIPTION & PROCESS

- a. The term 'Grass Cutting' shall embrace the following;
 - i) Setting out 'Warning Grass Cutting in Progress' signs
 - ii) Removing litter prior to cutting;
 - iii) Cutting grass to specified height;
 - iv) Cutting back and trimming grass around fixed furniture, planters, pots, inspection chambers, lighting columns and trees;
 - v) Trimming and tidying all edges to a neat and well defined finish;
 - vi) Removing clippings from the grass area;
 - vii) Sweeping away adjoining footpaths, parking areas and other hard surfaces so they are clear of any grass cuttings;
- b. During the period of the Contract no growth regulators of any form shall be applied to any area of turf without the prior consent of the Supervising Officer.

5.10 GRASS CUTTING FREQUENCY

- a. Grass cutting will be carried out at the frequency specified.
- b. Grass cutting will be undertaken between the First full calendar week in March to the Last full calendar week in October inclusive.

- c. Where the frequency is described as fortnightly this shall equate to 17 cuts annually.
- d. Where the frequency is described as 'four weekly intervals'; this shall equate to 8 cuts annually.

5.11 HEIGHT OF GRASS CUT

- a. The height of cut is defined as the height above ground level to the cutting blade, measured with the machine standing on a flat surface.
- b. Scraper bars to front rollers, where fitted, must be finely adjusted to keep rollers free from accretions of mud, etc. When machines do not have scraper bars, front rollers must be frequently cleaned.

5.12 SPECIFIED GRASS AREAS

Specified Grass Areas shall include those detailed in Specification Part Two.

5.13 GRASS BORDER EDGES

- a. The Contactor shall maintain the edged appearance of all grass verges and grass areas throughout the contract period.
- b. Grass, vegetation and soil must not be allowed to encroach into pavements, highways or pathways.
- c. Pavements and pathways are to be kept clearly defined throughout the year and shall not become ill defined.
- d. Where a grass edge is raised above the surrounding hard surface then the contract should maintain this raised appearance.
- e. The Contract shall not cause any raised grass edge to collapse or be chamfered to meet the hard surface.
- f. In the event that the contractor shall cause a raised grass edge to collapse or be chamfered the Contactor shall reinstate in full the raised edge to its original height and appearance.
- g. In addition to carrying out ongoing routine edging to grass areas the contractor shall carry out winter edging to all grass areas.
- h. This shall entail trimming the perimeter of the border with a half-moon edging iron to produce a distinct tidy edge compatible with the border and to the satisfaction of the Supervising Officer.

5.14 BULB PLANTED AREAS

- a. Where bulbs have been planted in areas of grass, the area containing the bulbs shall not be cut until the Daffodil growth has turned brown; this should be toward the end of June.
- b. The Contractor will be paid for the full area of grass every cut and this will be deemed to cover the additional cost incurred when the area containing the bulbs is eventually cut.

5.15 GRASS CUTTING AROUND THE BASE OF FIXED POSTS, STREET FURNITURE, PICNIC TABLES & PLANTING TUBS

- a. The grass area around the base of fixed posts, street furniture and picnic tables should not be allowed to grow in excess of the surrounding grass areas.

- b. These areas may be strimmed to the same height as the surrounding grass.
- c. The base of any post, street furniture, picnic table or tub must not be damaged by the use of a strimmer.
- d. The contractor may apply weed killer around the base of these items to extend no more than 25mm so as to facilitate speed of maintenance.

5.16 HEDGES

- a. During the contract period the Contractor shall be responsible for maintaining hedges located in and around the perimeter of the following areas;
 - i) Jubilee Gardens
 - ii) Whitmore Village Hall
 - iii) Whitmore Recreation Ground
- b. During the Contract period the Contractor shall routinely;
 - i) Cut back hedges that encroach over any grass area being maintained.
 - ii) Cut back hedges that encroach into the metal white fences located at the junction of the A53 and Butterton Lane and at the junction of Madeley Road, Manor Road, Camp Hill and Holly Bush Lane.
- c. Hedges are to be cut to their previously cut height or to the height specified in writing by the Supervising Officer.
- d. Hedges are to be cut twice annually once during the last full calendar week in June & once during the last full calendar week in October.
- e. Any irregular growth of long shoots, weeds or bracken is to be removed once they extend beyond 300mm from the regular growing hedge line.
- f. The Contractor is responsible for the removal of all hedge trimmings and should take this into account when preparing the tender.
- g. Tractors must not be used for hedge cutting.

5.17 CUTTING OF TALL HEDGES

- a. Where hedges are so tall that cutting of the area of the hedge cannot be accomplished from ground level, the Contractor shall provide his staff with a means of attaining sufficient height to cut the hedges.
- b. The Contractor shall allow within his rates for the costs of complying with these requirements.

5.18 REDUCTION OF HEDGE HEIGHT

- a. When instructed, the Contractor shall cut back mature hedges beyond the point of the last cut to reduce the height and/or the width of any hedge.
- b. On receipt of an instruction the Contractor shall carry out such works in a time scale agreed with the Supervising Officer.
- c. Such works shall be carried out in the following manner:
 - i) Hedges shall be cut back to dimensions as indicated by the Supervising Officer.

- ii) The Contractor shall use appropriate equipment.
- iii) Where the Contractor deems it necessary to use power saws he shall only do so with the prior approval of the Supervising Officer.
- iv) Should the approval be granted the Contractor shall ensure that any power saw operators abide by the restrictions laid down in this Specification and that they are sufficiently trained and experienced to carry out this work without danger to themselves, other employees of the Contractor or any members of the public.
- v) On completion the hedge shall be level across its top with both sides perpendicular to the top.
- vi) Dead or deformed wood exposed on the new faces of the hedge shall be removed by pruning.
- vii) All clippings and debris shall be removed off-site immediately upon completion of operations.

5.19 TREES

- a. The Contractor shall maintain trees that are generally associated to grass areas being maintained.
- b. These areas include;
 - i) Grass verges along the A53, Appleton Drive;
 - ii) Jubilee Gardens;
 - iii) Jubilee Gardens Woodland;
 - iv) Chapel Green;
 - v) Meadow Way & Moss Lane grass area;
 - vi) Whitmore Village Hall Grounds;
 - vii) Whitmore Playing Field;
 - viii) Butterton Triangle.
- c. The Contractor shall routinely remove tree branches, side growth and weeping branch growth to ensure a clear height beneath the tree canopy of 2 metres.
- d. The routine of removing tree branch, side growth and weeping branch growth shall be programmed to take place at the same time as the first scheduled grass cut in each calendar month.
- e. The Contractor should report to the Supervising officer any dead wood above 2 metres and any condition that the Contractor believes to be a danger or a potential danger.

5.20 BUS SHELTERS, POSTS AND OBSTRUCTIONS LOCATED IN PAVEMENTS, HARD SURFACES AND GRASS AREAS

- a) The base of any posts, fixings and obstacles or otherwise shall be kept free from weed and grass growth all times.
- b) The Contractor shall apply an approved herbicide supplied by the Supervising Officer so as to preserve a weed-free base.

5.21 PAVEMENTS & TACTILE PAVEMENT AREAS

- a. Where grass cutting is being undertaken or where otherwise specified the Contractor shall throughout the contract period shall Keep the adjacent pavement area to any grass area being maintained;
 - i) Free from the encroachment of soil, weed and plant growth.
 - ii) Free from plant growth that encroaches into the area of the pavement that can be viewed as obstructing the pavement.
 - iii) Free from any soil spill or overgrowth from the base of hedges.

- b. In addition the Contractor shall maintain the cleanliness of pavement area on both sides of the A53 in its entirety from the entrance to Common Lane to the entrance to Madeley Road by during the first full calendar week in each month commencing in April and ending in March in the following year;
 - i) Sweep the pavement to remove all litter, rubbish, branch fall, grass cuttings, leaf fall and stones;
 - ii) Remove areas of weed, vegetation and moss growth;
 - iii) Remove all self-seeded tree saplings at first sign of growth;
 - iv) Remove any loose soil that may be building up on the pavement and between the pavement and boundary walls;
 - v) Remove any soil or weed growth that encroaches into the pavement area from the base of adjacent hedges.

5.22 MANUAL AND MECHANICAL SWEEPING & USE OF BLOWERS

- a) The term 'sweeping' means the manual or mechanical sweeping of hard surfaces and subsequent physical removal from site and appropriate disposal of all litter, rubbish, branch fall, grass cuttings, moss, leaves and stones.
- b) The contractor may use leaf blowers to undertake sweeping activities of hard surfaces provided that all litter, rubbish, branch fall, grass cuttings, moss, leaves and stones are removed from site and appropriately disposed of.
- c) The contractor may not sweep material into the road carriageway or onto some other area of land or pavement.

5.23 EDGING PERIMETER BORDERS

- a) Where there is a definite channel or perimeter border between the edge of the grass areas and fitments, walls, hedges, railings or otherwise, the Contractor shall maintain the border in a weed-free condition at all times.
- b) While the border may vary in size from 550mm-600mm depending on the location and situation the Contractor shall retain the existing width over the period of the Contract unless otherwise instructed by the Supervising Officer.
- c) Grass growth shall not be permitted to exceed 50mm from the edge of the grass area.

5.24 KERBS AND PATH EDGES

- a) Where grass growth encroaches onto hard surfaces such as tarmac footpaths, mowing strips, concrete kerbs, manhole covers, any fixings or otherwise, the Contractor shall edge such areas using a half-moon edging iron so that the grass growth is taken back to the edge of the kerb, fixing or otherwise.
- b) Where a raised grass edge forms the perimeter of a footpath the Contractor shall routinely edge the path during the growing season.
- c) Grass edges shall be maintained throughout the contract period to be neat, distinct and tidy.
- d) All rubbish, edging spill and arisings shall be uplifted and disposed of off-site.

5.25 HIGHWAY PAVEMENTS AND FOOTPATHS

The Contractor;

- a) Shall ensure that no moss, weeds or plants are allowed to grow within the footpath particularly at the edge of the grass and path
 - b) Shall ensure that the face of the grass edge shall be distinct and grass or weeds growing from edges shall be hand weeded on each routine visit.
 - c) Shall ensure that edges shall not be allowed to undulate erratically and/or be untidy and indistinct.
 - d) Shall ensure that the pavement is kept free from soil spill and plant growth extending from the base of hedges;
 - e) Shall during the Winter period edge with a half-moon edging iron to retain the existing width of the path. Widths shall be uniform and to the satisfaction of the Supervising Officer.
- a) Should take account of the need to undertake winter edging of all grass areas within the scope of the contract and should price for this activity when preparing the tender price.

5.26 LEAF AND TWIG DEBRIS AND BLOSSOM FALL

The Contractor;

- b) Shall rake off leaf, twig debris and blossom fall during each grass cutting visit and remove all material from site and dispose of appropriately.
- c) Shall ensure that no damage is caused to grass or otherwise while using machinery either laden or unladen when uplifting leaf litter or other arisings.
- d) Should take account of the need to remove high volumes of leaf fall from all of the grass, footpath, pavement, entrance roads and car park areas that fall within the scope of the contract and should price for this activity within the tender price.

5.27 PRUNING

Where branches are removed they shall be cut back to leave the final cut surface as close to the bole of the tree as possible, without exaggerating the size of the wound. This will coincide with the limit of branch buttressing.

5.28 WOUND TREATING

No sealants shall be used unless agreed by the Supervising Officer.

5.29 REMOVAL OF DEAD WOOD

Unless otherwise specified, this refers to the removal of dead, diseased and dying branch-wood and bracken stumps, throughout the crown. Final cuts shall be made into the living wood where possible.

5.30 PESTS AND DISEASES

- a) The Contractor shall notify the Supervising Officer immediately of the presence of any pest or disease attacking or infesting shrubs.

- b) Upon receipt of any instruction from the Supervising Officer the Contractor shall within an agreed time-scale treat such pests or diseases by the chemical operation specified.
- c) The application of such chemicals shall be in accordance with the terms and conditions of the Manufacturers' instructions.

5.31 SHRUBS

During the contract period the Contractor shall be responsible for maintaining shrubs located in and around the perimeter of the following areas;

- i) Jubilee Gardens
- ii) Whitmore Village Hall Grounds

5.32 SHRUB PRUNING INCLUDING CLIMBERS

The Contractor is required to undertake the following works:

- a) All shrubs shall be pruned as required to promote and control growth and to remove all dead wood and broken, damaged or deformed branches
- b) All materials arising from these operations shall be removed off-site immediately following completion of the operation
- a) Pruning of flowering shrubs for bushy growth shall conform to the following timetable or pruning:
 - b) Category A: Shrubs flowering in Winter shall be pruned in Spring;
 - c) Category B: Shrubs flowering March-July should be pruned immediately after flowering;
 - d) Category C: Shrubs flowering July-September shall be cut back to old wood in Jan/Feb
- e) Pruning shall be undertaken with the cut just above and sloping away from an outward facing healthy bud.
- f) Removal of branches shall be undertaken by cutting flush with the adjoining stem and in such a way that no part of the stem is damaged or torn.
- g) Ragged edges of bark or wood shall be trimmed with a sharp knife.
- h) Any cuts or wounds over 20mm diameter shall only be painted with a sealant on the instructions of the Supervising Officer.
- i) Pruning shall be carried out using tools, which are sharp, and in good working order. Only recognised horticultural tools such as secateurs, (anvil or scissor type) lopping shears, pruning knives, pruning saws or bow saws shall be used for this operation. No other tools shall be used to prune any plant material without the prior approval of the Supervising Officer.
- j) On instructions from the Supervising Officer the Contractor may be required to prune shrubs of any type in order to prevent interference with buildings, pathways, grassed areas and roads.
- k) Some foliage shrubs shall be pruned to form a uniformly shaped plant. The Contractor shall prune such shrubs in such a way that the uniformity of the shrub is retained to the satisfaction of the Supervising Officer.

- l) The Contractor may utilise the tools listed above for such operations and may also use at his discretion hedge shears. The Contractor when undertaking such work shall only remove from these plants annual growth and a minimum of other growth to bring the plant back into shape.

5.33 OTHER WORKS

- a) The Contractor shall use turf in accordance with this Specification and shall turf areas badly worn or damaged on the instruction of the Supervising Officer. The areas shall be cultivated to a minimum depth of 130mm. The finished turf areas shall be level with surrounding grass areas and the Contractor shall lay turf in a manner in which no sinkage or settlement shall take place. Edges of turves shall not be allowed to dry out and turf shall knit evenly. Once rooted and established the Contractor shall ensure that turf is uniform in colour, quality and level with adjacent grass and is complimentary to the play of the relevant sport.
- b) In the event of failure to achieve the above standards the Contractor shall be instructed by the Supervising Officer to carry out the works to his satisfaction or alternatively the Supervising Officer shall engage another party to carry out the works all at the expense of the Contractor.
- c) Such failure to achieve the above standard shall be deemed to be a Default in Performance as defined in the Conditions.