

23rd March 2021

HADDENHAM PARISH COUNCIL

TENDER SPECIFICATION

RELATING TO

OPEN SPACES MAINTENANCE WITHIN THE PARISH

(INCLUDING DEVOLVED SERVICES FROM BUCKINGHAMSHIRE COUNCIL)

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SCHEDULE 1 GENERAL CONDITIONS

1. Definitions

In this contract the following expressions shall have the meanings hereby assigned to them:-

‘Agreement’ - the Information and Instructions for Quotations, the Specification;

‘Clerk’ – the Clerk to Haddenham Parish Council

‘Contractor’ - the person, persons or company whose quotation is accepted

‘Council’ - Haddenham Parish Council

‘Contractor's Staff’ - those persons employed or engaged by the Contractor from time to time to perform this Agreement on its behalf. The definition of ‘Contractor's Staff’ will also include the staff of any permitted sub-contractor who are performing the Contractor’s obligations under this Agreement from time to time.

‘Supervising Officer’ – the person appointed by the Council to be the main point of contact for day-to-day management of the contract.

2. Variation of Agreement

Any variations of this agreement must be approved by the Clerk in writing. It is expected that further areas will be added to the contract arising from new development taking place.

3. Performance of Service

The contract will be performance based and monitored using the HouseMark Photo Book guidance.

The HouseMark Photo Book sets out four standards:

- A - Very good
- B - Satisfactory
- C - Poor
- D - Totally unacceptable and a service failure

The contractor will be expected to reach an “A” standard in the HouseMark Photo Book, after work is done. As a minimum standard the contractor will be expected to reach a “B” standard for their work at any impromptu inspection, except in circumstances which are beyond their control e.g. storm.

The Contractor will be given the freedom to decide how many visits are required to achieve those standards.

All grassed areas shall be left at an “A” standard as per the Photo Book after every cut. All grassed areas are to use “cut and drop”, with arising being left on site. The number of cuts will be determined by the frequency required to maintain at least a ‘B’ standard at all times.

4. Performance Indicators

The Council wishes for a partnership approach in the provision of the Contract. Quality of service will also be measured by Key Performance Indicators which will form part of quarterly

reviews of service. These KPI's will be discussed and agreed in conjunction with the Contractor

5. Works Required

The Contractor shall be capable of carrying out all of the works detailed in Schedule 2 – Services Specification.

6. Times of Work

The Contractor may work between the hours of 8.00 am and 6.00 pm on Monday to Friday.

7. Reporting

- (i) The Contractor shall provide on the last day of each month an oral or written report detailing all work undertaken that month including supportive evidence. The Contractor will also, by way of this monthly report, make proposals for other work that they have identified as being necessary to carry out. The Clerk or a Councillor may check progress by visiting a job site at any time without notice to the Contractor.
- (ii) The Contractor will meet with the Clerk on a quarterly basis at the Council Offices in Haddenham to review the progress on the contract and key performance indicators and to discuss the contract requirements for the coming quarter.

8. Method of Payment

Invoices should be produced monthly by the last day of the month and clearly state the agreed scheduled payment or the cost of each individual job carried out over that period. The invoice will be presented to Councillors and payment will be in a paid in a timely manner via BACS transfer.

9. Job Scheduling for Special Project and Ad-hoc Tasks

For all hourly jobs requested, the Contractor must provide a quote for time and materials which must be authorised by the Clerk prior to work commencing. Other than where work is of an urgent nature (where approval will be given by telephone) authorisation will be given in writing or in an email.

10. Vehicles, Tools & Machinery

- (i) The Contractor shall provide and maintain all such vehicles, tools and machinery as are necessary for the proper performance of the services including fuel. The Contractor shall, at his expense, keep all vehicles, tools and machinery in good and serviceable repair. All relevant safety equipment (PPE) must conform to British Standard BS 7971 and is to be provided and worn when carrying out works.
- (ii) Tools and machinery or any other items not owned by the Council can be stored in a workshop at Banks Park with prior permission from the Clerk, at the Contractors own risk. The Contractor will be responsible for keeping the workshop facility clean and tidy and at the end of the contract remove all equipment and return in good condition.

11. Safety

- (i) The Contractor shall comply with the Health & Safety at Work Act and all other Acts or Regulations pertaining to the health and safety of the Contractor's staff who must have been appropriately trained. The Contractor shall provide, if asked, adequate proof that all of the Contractor's staff are well trained and conversant with Health & Safety legislation and are competent in their operating methods. The Council will require copies

of risk assessments for all tasks carried out on its behalf.

- (ii) All relevant safety equipment (PPE – conforming to BS7971) shall be provided at all times by the Contractor and worn by the Contractor's staff when carrying out works.
- (iii) The Contractor is required to notify the Clerk immediately of any accidents, near misses or environmental incidents such as oil or diesel spillages. The Contractor is expected to carry spillage kits.

12. Materials

The Council shall provide the contractor with a list of suppliers from which they may purchase, on account, materials for a job not available from the Council's stock. Any materials will remain the property of the Council at all times.

13. Waste Carrying/Removal Licence

The contractor must have a licence to carry and tip rubbish and must provide copies to the Clerk on request.

14. Liability

The Contractor shall fully indemnify the Council against any expense, liability, loss, claim or proceedings arising in respect of personal injury to any person or damage to any property arising out of, or in the course of, the performance of the services or any act, neglect or omission of any employee of the Contractor, howsoever such liability may arise.

15. Insurance

The Contractor shall fully insure and indemnify themselves against any liability for the sum of at least £10 million for each claim:-

- (i) to the Council and to any employee of the Council,
- (ii) to the employees of the Contractor,
- (iii) to any other person, for any damage, loss or injury
- (iv) a current Certificate of Insurance to this effect must be produced to the Clerk prior to commencement of this Agreement and within a reasonable time upon a request by the Clerk to do so during the continuance of this agreement.

16. Termination of Agreement

- (i) This contract will run from the **19th May 2021**.
- (ii) This Agreement may be terminated by the Contractor having given three months' written notice expiring at any time.
- (iii) This Agreement may be terminated immediately if the Contractor:
 - Despite best efforts to resolve the matter through negotiation has failed to respond satisfactorily within 14 days to a written notice of default issued by the Clerk.
 - Is the subject of proceedings in voluntary or involuntary bankruptcy or
 - enters into any arrangements or takes any action which could, in the reasonable opinion of the Council affect the good reputation of the Council either directly or indirectly.

17. Assignment and Sub-Contracting

The Contractor may not assign, sub-contract or otherwise transfer this Agreement or any of its rights and/or obligations under this Agreement whether in whole or in part without the prior written consent of the Council.

18. Environmental Ethics

Haddenham Parish Council is committed to the environment and declared a Climate Emergency in 2019. The Council requires good horticulture and encourages biodiversity. The Council will expect the Contractor to work in a collaborative partnership and ensure that environmentally friendly practices are adopted in the application of their works. Wherever possible the Council would prefer to avoid use of pesticides and herbicides on any of its open areas. The Council is bound by the following legislation and expects the Contractor to have policies and procedures in place to ensure all legal requirements are met.

The Water Act 2003. This Act places a duty on all public bodies to take into account, where relevant, the desirability of conserving water supplied or to be supplied to premises.

The Natural Environment and Rural Communities Act 2006. From 1 October 2006, every public authority must, in exercising its functions, have regard, so far as it is consistent with the proper exercise of those functions, to the purpose of conserving biodiversity.

Climate Change and Sustainable Energy Act 2006. This Act gives specific powers to town and parish councils to tackle climate change. The Act places an obligation on town and parish councils to improve their energy efficiency.

Duty of Care (Waste). The Duty of Care covers any business that produces or disposes of waste and requires the business to ensure that any waste produced is handled safely and in accordance with the law.

Schedule 2 – Services Specification

Overall Purpose

Haddenham Parish Council owns or has responsibility for the grounds maintenance of a number diverse areas. This includes areas which are used for sport and recreation, nature reserve, residential areas and highway verges. It is important that Contractors can demonstrate the skills required to maintain the specific needs of each area and ensure it remains clean, tidy and well-maintained and reflects the Councils HouseMark Photo grading criteria whilst adhering to good horticultural and environmental practice.

All work shall consequently be carried out and project managed appropriately to leave the whole of each site in a well maintained condition at all times.

The purpose of this specification is to generally define the standard to be achieved, rather than define the precise method by which the Contractor will be required to perform the service. In some situations, however a more detailed specification is provided.

GRASS CUTTING & STRIMMING– GENERAL MAINTENANCE STANDARDS

1. All grass shall be cut cleanly to the height as detailed in the schedule of works or type of area, without damaging the existing surface.
2. The Contractor shall provide all labour and equipment necessary to maintain the requisite standard, which will be maintained consistently throughout the year, but with particular regard to the peak grass growing season which generally falls within the period, third week in March to the first week in November.
3. The Contractor should ensure that is familiar with open spaces which need specialised grass maintenance as outlined in the schedule of works and attached appendices.
4. The Contractor shall use approved machines appropriate to the type of work involved.
5. Where the height of cut is defined, it is the height above ground level to the cutting blade, measured with the machine standing on a flat surface. 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.
6. The Contractor shall make good at his own expense any damage caused to furniture, fences, paths, roadways, shrubs, trees or any other property, during grass maintenance operations by its machinery or staff.
7. The Contractor should be careful when strimming close to street furniture and play equipment to ensure no damage is caused.
8. During normal weather conditions, the Contractor will be required to keep to the standards within this specification.

9. During very wet conditions, all grass cutting operations shall cease until conditions improve sufficiently to allow operations to continue without damaging the surface or creating divots from rollers, cutters or wheels. If inclement weather prevents the Contractor from meeting the required standard, the Supervising Officer shall be advised of the work not done. The Contractor shall resume work as soon as possible.
10. During periods of drought, which may inhibit the amount of growth and subject the grass to high levels of stress, the Contractor may be asked to cease mowing or raise the height of the cut until the turf regains satisfactory turgidity.
11. In periods of lush growth, where arisings are not removed, the arisings shall not be allowed to accumulate or be deposited in heaps or bands, but will be evenly distributed over the area mown. Should the arisings prove difficult to distribute they shall be collected and removed from the site at the Contractors expense.
12. Where arisings are thrown or spill onto roads or footpaths, they shall be swept or blown back onto the grassed areas forthwith to prevent unsightly conditions. Should the amount or lushness of the clippings pose a slipping or tripping hazard to pedestrians, the arisings are to be swept or blown back immediately.
13. Prior to cutting any area, the Contractor shall remove all debris and litter including; paper, tins, bottles and large stones. All such material will be removed and disposed of appropriately.
14. Mowing will take place on the full area of grass at the site, up to paving, fencing and any other boundaries. The Contractor shall maintain the edged appearance of all grass verges and grass areas throughout the contract period. Grass, vegetation and soil must not be allowed to encroach into pavements, highways or pathways.
15. Pavements and pathways are to be kept clearly defined throughout the year and shall not become ill defined.
16. The Contractor will be required to re-cut any area identified as not being within the prescribed standards, at its own expense.
17. All grass maintenance operations will be undertaken with due regard to safety and avoidance of injury, both to the public and to the Contractor and his staff. Particular care must be taken when carrying out grass cutting adjacent to recreation areas and children's play areas.
18. When working on public footpaths and adjacent to highways all operatives will wear high visibility clothing to BS EN 471:2003+A1 2007. All protective clothing and equipment relevant to an operation will be correctly worn /used.
19. Traffic movement (including pedestrians) along roads and footways must be maintained at all times. Where it is appropriate to place warning signs, cones etc, the Contractor will do so in accordance with Chapter 8 of the Traffic Signs Manual.
(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/203670/traffic-signs-manual-chapter-08-part-02.pdf). The Contractor will make no charge for this operation.

20. Any vehicles and trailers used by the Contractor in support of grass cutting operations, are to be parked in a manner that causes the minimum, or if possible, no obstruction to road or footway users or residents. Warning and hazard lights will be used where appropriate. Access to properties along roads and footways are not to be obstructed.
21. Care must be taken when strimming in all areas to avoid the throwing up of stones, animal excrement etc. Any damage caused will be deemed to be the Contractors responsibility.

TREE AND HEDGE CUTTING MAINTENANCE – GENERAL WORKING STANDARDS

The Contractor will be required to undertake maintenance on hedges and head height tree work around ALL open spaces of the Parish as directed by the Contract Supervisor / Clerk.

The following should be taken into consideration:-

1. Tree work is defined by removing low hanging branches which obstruct onto a public area (eg pavements, footpaths, playgrounds, allotments, street lights etc) which can be reached using the appropriate tool (secateurs, garden loppers) to a height of 2 metres. Also the removal of epidermal growth at the base of trees .
2. Ensure that any young trees and hedges planted by the Council are looked after appropriately, such as watering, adequate support and appropriate protection so the tree will thrive.
3. Hedges shall generally not be cut during the bird nesting season (April – End August).
4. Appropriate warning signage should be clearly on display for pedestrians as outlined in Chapter 8 of Traffic Sign Manual.
5. The existing heights of the hedges shall be maintained and the Contractor shall endeavour to establish a strong framework to the hedge with the appropriate shape and width in relation to the height of the hedge. It shall be ensured that the width of the hedges do not present a hazard or obstruction to pedestrians or vehicular traffic. Uncharacteristic growth is to be pruned out.
6. Mechanical equipment shall not be left unattended at any time on site, it shall be removed so it is not accessible to members of the public.
7. When cutting hedges adjacent to the highway, extreme care will be taken to avoid any danger to road-users and to the contractor. All relevant warning signs, road cones, etc will be provided by and put in place prior to commencement of the work by the Contractor. All operatives working on such hedges will wear high visibility clothing to British Standards.
8. Following hedge cutting all arisings shall be removed from site at the Contractor's expense including all associated litter at the bottom of the hedge.
9. Under no circumstances will the Contractor be allowed to burn tree / hedge clippings or other debris on site.

10. Hedge laying skills would be an advantage.

GENERAL MAINTENANCE – GENERAL STANDARDS OF WORK

The Contractor will be required to undertake general maintenance around the parish. Please note this is not an exhaustive list and there may be other maintenance occurrences which need addressing. This will be directed by the Contract Supervisor.

1. The Contractor must make sure that in the process of carrying out general maintenance the operative is suitably trained and appropriate PPE is worn.
2. All general maintenance operations will be undertaken with due regard to safety and avoidance of injury, both to the public and to the Contractor and his staff. Particular care must be taken when carrying out maintenance to recreation areas and children's play areas.
3. The Contractor shall provide all labour and equipment necessary to undertake general maintenance.

The Contractor must note that they are representing the Council and must at all times be courteous and respectful to members of the public.

SCHEDULE 3 - SCHEDULE OF WORKS

FIXED COST GROUNDS MAINTENANCE

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| PUBLIC OPEN SPACES (PARISH COUNCIL OWNED) |
| To be maintained to HouseMark Standard A |
| Litter pick prior to cutting Cut / strim all grass, cuttings don't need to be collected Cut back all brambles and vegetation on the perimeter Remove and dispose of any green waste dumped by residents. Strim around fixtures - benches, play equipment, tennis courts etc. |
| Locations (refer to maps) |
| Woodways Playing field - all areas surrounding pitches including play area and BMX track surrounds Tibbs Road Recreation Area – all areas surrounding pitches including play area Church End Green – all areas as defined on map Townsend Green Townsend Community Orchard – main paths only to be cut in collaboration with volunteers Fort End Green Skittles Green (to check but maintained by residents) Snakemoor Nature reserve - main paths only to be cut in collaboration with volunteers Longwall – 2 small areas of amenity land Sheerstock – several small areas of amenity land Sheerstock Recreation Area – open space and play area Banks Park – all grassed areas within the site, including play area Allotment Site (Townside) – car parking areas and an area behind the paddock (plot holders do minor paths) Platers Road – open space at front of development (adoption in progress) |
| |
| Football Pitches – |
| To be maintained to Sport England Standards (see Appendix) |
| Grass cutting to required standard plus specified annual maintenance tasks |
| Locations |
| Woodways Recreation Area – 2 full sized football pitches; 1x cricket pitch. The cricket square is maintained by the cricket club and the cricket outfield overlaps one of the football pitches so some liaison with the cricket club is needed. Tibbs Road Recreation Area - 2 x Senior Football Pitches; 1 x Youth U15/U16 Football Pitch; 3 x U7/U8 Mini-soccer pitches all with 4 m runoffs. |

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| GRASS VERGE CUTTING devolved service from Buckinghamshire Council |
| To be maintained to HouseMark Standard A with additional consideration to the wild verges project. |
| All 20/30 mph roadside verges as defined by the maps included in the agreement with Buckinghamshire Council. The agreement specifies a minimum legal standard for vision splays at junctions, however the Council manages the verges to obtain a balance of cutting for tidiness with a commitment to increase biodiversity by allowing some verges to become wildlife areas that will require wild flower management. This is an evolving management plan that the Contractor would be expected to work with us to improve. |

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| HEDGES / TREES – PARISH COUNCIL OWNED LAND |
| To be maintained to HouseMark Standard A |
| Locations |
| <p>Allotment site Townside – Annual cut of hedge behind Wykeham Gate and other hedges as needed. Some minor tree work.</p> <p>Sheerstock – boundary leylandii hedge to Rectory / Waterslade House / amenity land behind. Annual cut to maintain footpath width and current height. Work is in progress to replace this hedge so ongoing maintenance will also involve looking after new hedging plants and ensuring the new hedge is maintained at a sensible height & width.</p> <p>Banks Park – remove low hanging branches on boundary trees, trim shrubs at entrance and in flower borders</p> <p>Tibbs Road Recreation area – new planting by developer needs to be monitored and trimmed as necessary. Report dead / dying plants to the Supervising Officer.</p> |
| HEDGES / TREES – DEVOLVED |
| <p>Two areas of road side planting are maintained by the Council.</p> <p>Junction of Stanbridge Road / Woodways – in front of access road to houses. Annual cut.</p> <p>Stanbridge Road – rear of houses on Cotland Clay – banks of trees / shrubs (not major tree work) needs monitoring for dumped garden waste and general tidying to stop encroachment on to footway.</p> <p>Occasional removal of low hanging branches from a highway tree (whole village)</p> |

FIXED COST GENERAL MAINTENANCE

| Asset | Locations | Tasks | frequency |
|-------------------------------|--|---|---|
| Bus Shelters | Woodways x2 Thame Road x2 Churchway south x2 Stanbridge Road north x2 | Sweeping out and removing leaves and litter. Clean the seat Remove any graffiti remedy any urgent repairs not requiring specialist resources or expertise Report any damage to Contract Supervisor | Monthly |
| | | Full wash and clean | Annual |
| Play Areas | Woodways Play Area Woodways BMX Banks Park Sheerstock Tibbs Road | Inspection of equipment Record inspection and identify if any equipment needs repair. Inspection of any perimeter fencing Inspection of gates on gated playground. Report any damage to Contract Supervisor Clean any soiling from equipment. Removal of glass and litter Removal of graffiti Cordon off & erect signage if equipment taken out of use remedy any urgent repairs not requiring specialist resources or expertise | Weekly (quarterly and annual H&S checks carried out by others) |
| Benches / Picnic Tables (x26) | Various | Cleaning dependent on location eg. under trees will need more regular cleaning. Painting of wooden benches (using Sadolin or other agreed product) directed by the Contract Supervisor. Removal of graffiti Remedy any urgent repairs not requiring specialist resources or expertise Report any damage to Contract Supervisor | Where needed Rolling 2 yr program |
| Litter picking | Whole village | As part of the maintenance around the village, the Contractor will be expected to remove litter from areas which they are working in. | Ongoing |

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|----------------------------|------------|---|----------|
| | | Collecting bags of litter when residents have litter picked. | |
| Shrub and Plant borders | Banks Park | <p>All works undertaken shall be carried out in accordance with sound horticultural practices and at times appropriate to weather/seasonal growing conditions, in order to look neat, tidy and attractive at all times.</p> <p>Beds shall be lightly forked over and weeds/dead plants removed.</p> <p>Shrubs shall be pruned to maintain agreed height & width.</p> <p>Rose bushes and flowers generally shall be pruned and dead headed regularly in order to promote healthy growth.</p> <p>Each year, allow for planting new plants, as appropriate. Mulching to retain water and suppress weeds.</p> | Ongoing |
| Salt /ice / snow clearance | | <p>The Contractor to clear snow and lay salt on ice during adverse weather conditions.</p> <p>At Banks Park Banks Park, Woodways & Tibbs Road Grounds and Tibbs Road Car Parks and footways.</p> <p>Where there is incident of frost, the Contractor will ensure that salt is applied to all the paths surrounding and in-between the buildings and all the parking areas. A 'slippery' warning sign to be put in-between the library and office building</p> <p>Snow – the Contractor is to clear a path for pedestrians to use to access all of the buildings.</p> | Seasonal |
| | | <p>Where there is incident of frost, the Contractor will ensure that salt is applied to all the paths surrounding and in-between the buildings and all the parking areas. A 'slippery' warning sign to be put in-between the library and office building</p> | |

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| | | Snow – the Contractor is to clear a path for pedestrians to use to access all of the buildings. | |
| Leaf clearance | Banks Park Woodways in front of schools Footpaths on perimeter of allotments | <p>The seasonal removal of fallen blossom, fruit and leaves.</p> <p>The contractor may use leaf blowers to undertake clearance 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.</p> <p>The contractor may not sweep material into the road carriageway or onto some other area of land or pavement.</p> | Seasonal |
| Watering | Areas of new or seasonal planting | The Contractor shall ensure that any new plants, trees or hedges are sufficiently watered during periods of limited rainfall. | seasonal |
| Bulb and wildflower planted areas | Various locations | The Contractor will work in partnership with the Council to maintain areas for wildflowers and bulbs as outlined in Appendix 3 | Ongoing |
| Gutter clearance | Workshop Banks Park | Gutter clearance at the Workshop, removal of leaves/ moss and other debris. | Annually |
| Acco drain clearance | Banks Park (Scout & Guide Centre path) Woodways Car Park | Remove build up of silt and dispose of | 2-3 times a year |

REGULAR AD-HOC TASKS TO BE CHARGED AT AN HOURLY RATE

| Asset | Locations | Tasks | Frequency |
|---|---|--|------------------|
| Gates | Various | Routine maintenance including gate adjustment Repair of gate hinges and opening mechanism Removal of graffiti | Ad-hoc |
| Posts | | Install and replace damaged posts belonging to the Council. | Ad-Hoc |
| Signage | Temporary signage | Setting out and collection of road closure signage for village fete and Remembrance service. | Annual events |
| | Permanent signage | Footpath signage installing & clean Playground signage installing & clean | Ad-hoc |
| Benches / picnic tables | Various | Minor repairs to benches sanding, replacement of wooden slats. Removal and disposal of old bench and replacement with new. | Ad-hoc |
| Dog & Litter bins | Various | The installation of any new dog bin and litter bins. | Ad-hoc |
| Graffiti Removal | Various | Where there is a significant amount of graffiti to remove. | Ad-hoc |
| Emergencies within normal working hours | The Contractor will be obliged to react to instances of emergency as directed by the Council. | This is not an exhaustive list and could include: - Removal of branches brought down due to weather - the positioning of traffic cones. - removal of broken glass | Ad-hoc |