

GROUPS MAINTENANCE TENDER PACK (2023-2026)

Contractor:	
Registered Address:	
Tender Amount:	

Introduction

Armthorpe Parish Council manages and is committed to maintaining the following assets to a high quality for the use of residents and visitors.

1. Rands Lane Cemetery
2. Mercel Avenue Allotments
3. Cow House Lane Recreation Field
4. Armthorpe Community Centre

This specification includes details of the number of expected maintenance visits throughout the year, to be undertaken as a minimum. Contractors should allow however additional maintenance visits that they consider necessary to achieve the standards set out in this specification.

Performance Management

This specification is based on a performance model and the site will be regularly inspected by Council staff.

Works to be Undertaken

The work to be undertaken is fully described in the Specification and Schedule.

The whole of the work shall be carried out in accordance with the principles and practices of accepted and recognised horticultural standards.

The Contractor must ensure that the Employer's property and that of the memorial owners (within the burial

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ground) is protected against accidental or negligent damage which may be occasioned through undertaking the works specified.

Any damage occasioned by the Contractor in carrying out the works contracted shall be immediately reported to the Employer. The property shall be made safe and further repaired to the satisfaction of the owner or agent of the property at the earliest opportunity, at the sole cost of the Contractor.

The Contractor shall be responsible for acquiring any necessary permits to complete the Schedule and any repair works.

Any proposal relating to tree surgery are to be referred to the Employer for their consideration and prior agreement.

Waste Disposal

The contractor shall ensure that all waste collected, produced, or arising from the undertaking of works is correctly and properly disposed of, making use of licensed and approved waste disposal facilities as appropriate.

Access

The contractor shall have access to enter all sites, but must bear in mind the need for sensitivity in the burial ground given the use of the area of interment.

The contractor is encouraged to undertake their works on the same day of the week on each occasion.

Public access must not be denied or impeded by contract activity unless previously approved by the Employer, but the contractor shall have the right to sensitively ask members of the public to move to enable works to be undertaken.

All sites must always be kept clean and tidy, up to the boundary.

Ground and Weather Conditions

The contractor shall make due allowance for climatic variations which may impact on their scheduled work.

Work shall not be carried out with any machinery when conditions are such that puddling, deep rutting, or any other detrimental effect may occur.

Grassed Areas

A schedule of grass cutting for all sites shall be submitted annually, at the beginning of the year.

Grass shall be cut up to hedges, roadway, fencing, walls and memorials, all obstacles shall be cut around and beneath to the same height.

All temporary obstacles that can be moved, shall be moved to facilitate grass cutting and replaced immediately once work has been completed.

The contractor shall allow for temporary obstacles (e.g., mounded earth from recently dug graves) and plan to return to the site to cut such areas when the obstacles have been removed.

Bases of seating, signs and monuments must be kept clear of vegetation.

Extreme care shall be taken when cutting around tree bases to avoid damage to trees or plant material.

Prior to cutting, an inspection of the area must be carried out to check and remove litter, dog faeces and other obstructions. In the event of finding hypodermic needles etc., all necessary handling and precautions must be followed.

All grass shall be cut cleanly and evenly to the same height as per table 1 and without damage to the existing surface. The finish shall be free of ribbing, skids, ruts, excessive tyre marks, or divots. Any accumulations of arising's in areas that are mown with un-boxed mowers shall be removed. Soft vegetative growth, other than grass shall be deemed to be part of the agreement where it falls within the sites of grass.

All persons operating grass maintenance machinery must be satisfactorily trained. Conversant with relevant legislation, including all relevant Health & Safety Legislation and competent in the operating methods.

Maintenance equipment must be fitted and used accordingly with the correct manufacturer components, e.g. blades, guards, belts, and boxes.

All non-grass areas must be kept free from arisings created by any grass cutting operation and any arisings deposited on non-grassed areas shall be removed immediately.

Table 1

April to October		November to March	
Min	Max	Min	Max
10mm	30mm	20mm	35mm

Soil Mound

All soil sounds must be flattened before grass cutting takes place. Any areas which present mowing difficulties or become a potential danger to members of the public must be reported to the Employer.

Variations to Grass Cutting Schedules

In normal weather conditions the Contractor shall be expected to keep to the schedule and programme which has been submitted and which has been determined shall enable the required standards to be achieved. However, variations to these schedules/programmes for cutting may arise, normally due to weather conditions.

Should the contractor cause damage to the surface or levels of the ground, during grass cutting operations, the Contractor shall make good such damage to the satisfaction of the Council staff.

During periods of drought, Council staff may instruct that grass cutting operations be suspended and may require the omission of planned cuts.

Strimming

The contractor shall be required to trim or clip around all obstacles within the confines of all sites to maintain the height of the grass to the mean level of the grass at no additional cost to the Employer. No quantity of obstacles is detailed; it is for the tenderer/contractor to determine at tender stage the full implications of this task.

Vegetation Control and Pesticide Application

The Contractor shall make full provision within the Tendered Rates for all costs that the Council shall incur in maintaining Vegetation Control and Pesticide Application

All herbicides and growth regulators used in the undertaking of works shall be approved for use in public areas and must meet the requirements and standards of the following Legislation and Codes of Practice:

Legislation

- The Health and Safety at Work Act 1974
- The Food and Environment Protection Act 1985 Part III
- The Control of Pesticides Regulations (as amended) 1986
- The Plant Protection Products Regulations 2005
- The Control of Substances Hazardous to Health Regulations as amended (COSHH) 2002
- Environmental Protection Act 1991

Codes of Practice

- The Code of Practice for Using Plant Protection Products 2005
- The DEFRA Code of Practice for Suppliers of Pesticides to Agriculture, Horticulture and Forestry (PB3529)
- The Safe Use of Pesticides for Non-Agricultural (L9 Rev.)
- Code of Practice for the Use of Approved Pesticides in Amenity and Industrial Areas – The Orange Code - (British Agrochemicals Association and the National Association of Agricultural Contractors)
- All operatives engaged in the undertaking of application any “pesticides” as defined within the term of The Act shall be more than 18 years of ages and shall hold a certificate from a training establishment recognised by the Minister of Agriculture as being an approved assessment centre under the terms of The Act.

Health and Safety

The contractor shall ensure that employees to be engaged in such works are suitably qualified and assessed and provided with all protective clothing (PPE) applicable to the materials being applied, and shall give staff access to such washing and cleaning facilities, as necessary.

The Contractor shall ensure that all materials are safely stored and transported, providing secure storage as

required under current legislation.

All machinery used in the application of materials shall be carefully maintained throughout the period of the Contract to ensure correct application takes place, and that no leakages occur.

The Contractor shall ensure that the method of application and the undertaking of such works proceeds in such a manner as to cause no damage or injury to desirable plants or vegetation, animals, machinery, or items of equipment. Any such damage shall be held to be the responsibility of the Contractor who shall be required to make good any damage and shall be responsible for any claims for compensation arising.

In carrying out the mixing of chemicals, the Contractor shall ensure that no spillages occur so that not to damage any vegetation, surfaces, plants, or equipment. Any such damage shall be held the responsibility of the Contractor. In carrying out the application of materials the Contractor shall ensure that no area is over dosed, and that dosages of each treatment comply with manufacturer recommendations.

The timing of works shall be such that no spraying takes place during inclement weather, or when rainfall is expected or within a period which is less than that specified by the manufacturer.

The Contractor shall ensure that the method of application and the undertaking of works does not lead to the pollution of any water course or water supply. Any such pollution shall be held the responsibility of the Contractor who will be required to make good any damage and shall be held responsible for any claim for compensation arising.

The Contractor shall ensure that all waste containers and chemicals are disposed of correctly and safely in accordance with current legislation.

The Contractor shall undertake the works in such a manner as to avoid contamination of any person, animal, or property, and take particular care to protect water, wildlife, and natural habitats.

No spraying work shall take place when sites are in use if the users of the sites are likely to be inconvenienced or endangered. The Contractor shall amend the working scheduled if there is the likelihood of users being inconvenienced or endangered.

Treatment of fence line, obstructions and bases of buildings shall be carried out in such a manner that growth of all vegetation is controlled for a period of 12 months from the date of application to a maximum of 0.3 metres.

Herbicide of Hedge Bases

At times indicated within the Specification, Schedules or as appropriate to the material supplied and the area being treated, liquid-based herbicides. The application shall be such that all weeds are controlled for a period of 12 months from the date of application. Any weeds emerging after treatment shall be treated using a contact herbicide provided by the Authorised Officer but charged to the Contractor, all works being undertaken at the Contractors expense.

Hedge and Shrub Maintenance

The Contractor shall make full provision with the Tendered Rate for costs that the Council shall incur in maintaining hedges and shrubs as specified in the Schedule of Works.

All hedge and shrub maintenance should fall outside the bird nesting season as per EU ruling.

The contractor shall remove all cuttings and debris and dispose of these appropriately.

Litter Picking

The Contractor shall make full provision within the Tendered Rates for the costs that shall incur in litter picking the sites as specified in the Schedule of Works.

Additional Works

The Council may from time to time issue an Instruction Notice to the Contractor requiring him to undertake Additional Works at the specified rates provided by the Contractor on the Schedule of Charges.

For work outside the Schedule of Charges, the Contractor may provide an hourly rate or quotation which must be approved by the Council before any works are carried out.