

DALTON PARISH COUNCIL

GROUND'S MAINTENANCE SPECIFICATION AND CONTRACT

January 2025 – version 1.0

1.0 ADMINISTRATION

1.1 The Parties to the contract are:-

Dalton Parish Council (hereafter called 'the Client'), represented by the Clerk to the Council (hereafter called 'the Contract Administrator')

To be completed when contract awarded (hereafter called 'the Contractor')

1.2 Period of Contract

1st April 2025 to 31st March 2028

1.3 Work to be done

The work is to be carried out in accordance with the following terms outlined in 2.0 to 4.0 and the specifications listed in the Appendix.

1.4 Payments

This is a fixed price contract and the invoices are to be for one twelfth of the annual contract cost. Invoices are to be submitted monthly by the contractor in arrears together with a monthly report and invoices shall be paid within 30 days. If the contract is terminated, the Client shall cease any further payments until the full extent of the work carried out has been established. The Client reserves the right to undertake any work deemed necessary to fulfil the contract.

1.5 Notice

This contract can only be varied following written instructions from the Contract Administrator. Any notice from the Contractor must be in writing and must be delivered or sent by post to us at the postal address. Any Client notices we will send in writing, unless otherwise agreed, at the Contractors' address set out in this contract.

1.6 Governing Law

This contract will be governed by the law of England and subject to the jurisdiction of the courts of England. Complete compliance shall apply to all duties imposed by current legislation, whether they are acts, regulations, codes of practice, industry standards or best practices.

1.7 Tender Price

The agreed price is carried forward from the sub-division of tender as follows: -

£**TO BE COMPLETED**

1.8 Acceptance

We the undersigned hereby agree to abide by the terms of this contract: -

Signed _____ Date _____

Contractor Name _____

Address _____

Signed _____ Date _____

Client Name: Joanne Holsey, Clerk to Dalton Parish Council

2.0 GENERAL

2.1 The contractor will not be allowed to sub-contract any services contained within the contract specification without prior authority of the Client.

2.2 The Contractor is to inspect all sites prior to the commencement of scheduled works in order to determine access and site conditions. Where access to a site is controlled, the Client will provide a set of keys at the start of the Contract. Cost of replacement following any subsequent loss of keys or padlocks will be entirely met by the Contractor. The Contractor will report the loss of keys to the Client within 2 working days.

2.3 Any obstructions, such as building or road works preventing safe access to the site and therefore preventing contract works should be reported to the Client immediately to assist the monitoring process.

2.4 Prior to works being carried out, the Contractor will remove and dispose of rubbish including leaves, rubble, litter and wind-blown branches and fruits, plus anything else that the Client considers detrimental to the appearance of the site.

2.5 The Contractor must not undertake any works during weekends, bank holidays and between 6pm to 8am weekdays.

2.6 Where bulbs are growing in parts of grass areas subject to regular mowing, only those parts containing bulbs should be left un-mown to avoid damage to bulb shoots in the early part of each year. The first cut of these areas should only take place when the bulbs have commenced die back, and the cutting regime must revert afterwards to the management appropriate to the surrounding regularly mown areas. All arisings, from the bulb cut back, must be collected and removed from the whole plot to the Contractors disposal facility off site, after this first cut.

2.7 Grass cutting will be carried out at regular intervals during the main growing season – refer to tender document. The grass will be cut back to the required height on each cutting occasion. The edge of the grassed area will be cut back using appropriate equipment at the same time

as mowing and all arisings will be left evenly distributed across the plot. All grass clippings resulting from operations falling on paths and other hard surfaces are to be dispersed back on to the grassed area. In particular, grass arisings must not be blown onto the carriageway.

2.8 If normal grass cutting operations are likely to cause scalping to a particular site then contact should be made with the client to report all such locations.

2.9 The Contractor may be asked from time to time to vary the frequency of the cutting operation for a variety of reasons, which could include severe weather conditions and the staging of community events. The Contractor will be notified as soon as information becomes available. The Client has the authority to instruct the Contractor to carry out the additional work at standard contract rates. No 'loss and expense' claims from the Contractor will be paid by the Client for varying the works within the specification set out in this contract.

2.10 The Contractor must maintain the grass and any other growth around street furniture, fencing and any other obstacles cutting to the same height as the surrounding grass, for example, with strimming equipment. All damage caused during this operation will be made good, at the contractor's cost. No margins are to be left un-mown so that encroachment of scrub from adjacent land does not occur.

2.11 Any damage, including to grates, inspection covers, manholes, play equipment, fencing etc., must be reported to the Client the same day. Any covers that are moved must be replaced and any damage not repaired the same day must be protected, signed and made safe, before the Contractor's team leaves site. Where damage is the result of the contractor's operations, then the initial investigatory action and all works required to meet Health and Safety requirements must be completed within 2 working days. Any non-urgent remedial action must be completed within 14 calendar days following the incident. All associated costs, due to damage caused by Contractors, will be recharged by the Client. Costs of rectifying any damage must be met by the Contractor.

2.12 Where cutting operations are hampered by self-seeded growth or low hanging branches, this must be reported to the Client.

2.13 Areas must be cut using machinery which is correctly adjusted and fitted with sharp cutter blades set to cut the grass cleanly and evenly, in order to ensure that a high standard of finish is always achieved during the cutting season.

2.14 The filling of the mower with fuel and oil must be carried out off grass areas with due regard to the requirements of Environmental Protection Legislation, avoiding contamination of land & water courses.

2.15 Adverse / Exceptional Weather

a) Cutting frequency will be scheduled in advance but will be governed by the growing season and the weather. If in the event of adverse weather conditions impacting the cutting schedule, then a revised cutting frequency / schedule will be submitted to the Client by the Contractor for the remainder of the horticultural calendar.

b) During periods when ground conditions are wet so as to prevent grass cutting occurring without causing damage to the surface or levels of the ground, or producing divots, the Contractor shall cease the grass cutting operations, notifying the Client immediately of its actions. Any damaged verges are to be reported to the Client and then repaired as soon as is practicable by the contractor at their expense.

c) The Client reserves the right to stop the work if prevailing weather conditions deteriorate and are deemed unsuitable. The Client's decision is final. Once weather conditions have improved, cutting will recommence from where it was suspended. Mowing shall not be carried out when frost/snow is on the grass.

2.16 Slopes and Bankings

- a) It is the Contractor's responsibility to cut in their entirety using the appropriate equipment and procedure, all slopes and bankings mapped within the contract.
- b) The Contractor must be aware and make arrangements to cut all bankings in a manner that complies with relevant Health and Safety regulations to the same appropriate standard. If prevailing weather prevents mowing of bankings this must be notified to the Client and arrangements made to undertake the work as soon as is possible, but within the same cutting period.

3.0 CONTRACT MANAGEMENT

3.1 Contract Performance Monitoring and Inspection

- a) The Contractor has responsibility for self-monitoring against the Contract specification and performance requirements. The overall responsibility for providing Client side contract management lies with the Contract Administrator.
- b) The Client reserves the right to monitor and inspect any work carried out by the Contractor under this contract and instruct the Contractor to carry out, rectify or improve any part of the service that fails to meet the specification.
- c) The Contractor must provide a monthly list of tasks performed with each invoice. This update should also include any current operational issues and any site issues, which have affected progress.
- d) The Council shall be entitled to recover any reasonable costs incurred as a result of the contractor's failure to meet timescales identified within the agreed action plan under the Improvement Performance Notice.

3.2 Poor Contractor Performance

- a) Failure to meet the specification will result in the issue of an Improvement Performance Notice by the Client. This will require rectifying within the rectification period stated in the notice, usually 7 days.
- b) Any specification items that have been failed more than once during previous operations will require the Contractor to submit an Action Plan within 14 days of receipt of a request by the Client, on how this will be rectified and maintained to the contract specification within one month.

3.3 Contract Break Clause

The Client may terminate the contract with one month's notice if: -

- a) The contractor fails to perform the work to the specification contained in this contract within one month of the request of an Action Plan by the Client

- b) The contractor provides false, misleading or incomplete tender information which is material to the performance of the contract
- c) The contractor is declared bankrupt, insolvent or goes into liquidation
- d) The Contractor fails to observe, implement or comply with legal duties imposed by current legislation

3.4 Response Protocol

All correspondence received, must be recorded, and responded within 3 working days to acknowledge receipt and 10 working days to provide a substantive response.

3.5 Variations to Asset Types

- a) Variations to the asset types need to be agreed between the Client and the Contractor within 5 working days and signed acceptance forms completed to ensure audit trail between Client and Contractor. Client / Contractor meetings may be required to assess site condition for each variation required.
- b) All agreed variations need to be included in the next scheduled operation and invoiced at contracted rates. In the event of a variation to remove an asset, the Contractor is to cease work from the date of notification.

3.6 Monthly Report

The Contractor is to submit a monthly report with each invoice which must include, but not be limited to:

- Action Plan to include all performance failures
- Work carried out compared to the planned programme
- Service failures and action plan to prevent re-occurrence
- Health & Safety incidences including any near misses
- Suggestions for improving the service (including efficiencies)
- Customer correspondence

3.7 Annual Service Review

There will be an annual service review meeting in March between Client, contractor and the Chairman or Vice chairman of the Council.

4.0 LEGISLATION

4.1 Principal attention is protection of the public at all times, but particular attention shall be drawn to specific areas where vehicular traffic is present or nearby, gradients, slopes or banks which pose additional specific hazards or risk.

4.2 The Contractor must take into account that they will be working in public areas, and must work in a professional and safe manner in accordance with the Health and Safety at Work Act. Consideration must be given to all health and safety issues including speed and the limitations of the site. The contractor must always operate the appropriate equipment and maintain them within the equipment manufacturer's operating instructions complying with European Guidelines.

4.3 The contractor shall provide a full valid Health, Safety and Environmental Policy, signed by the most senior person, which will be reviewed at suitable intervals to include changes in legislation, changing corporate circumstances, procedures set up within this policy remain effective, identifies responsibilities within this policy that are dutifully performed to meet all current legislation and guidance. The policy shall be provided on request and at suitable intervals to the client.

4.4 The contractor shall supply on request "Suitable and Sufficient" Risk Assessments on all work processes to be delivered as dutifully required and imposed by the Management of Health & Safety at Work Regulations 1999.

4.5 The above documentation will form the basis for the development of Safe Systems of Work as dutifully required and imposed by The Health & Safety at Work Act 1974 which shall display effective preventative and protective measures to eliminate or reduce hazards and risk in the workplace and these are to made be available to the client on request.

4.6 The Contractor will comply with all relevant environmental protection legislation. Particular attention is drawn to the protection of nesting birds. Any work that cannot be done due to these factors must be reported to the Client on the same working day.

4.7 The Contractor shall maintain its own public liability insurance of not less than £5m and have adequate third party liability.

APPENDIX A

1	RECREATION GRASSED AREAS	DETAILS
1.1	Magna Lane Recreation Ground Sunnyside Recreation Ground	Cut amenity grassed area to a height not exceeding 25 mm using a cylinder mower during growing season.
1.2	Magna Lane Recreation Ground Sunnyside Recreation Ground	Remove litter on all amenity grassed areas, hedges and footpaths weekly.
1.3	Magna Lane Recreation Ground	Strim round seats monthly, during the growing season (6 occasions).
1.4	Magna Lane Recreation Ground Ruby Cook Recreation Ground Sunnyside Recreation Ground	Spray paths with glyphosate based weed killer on two occasions throughout the growing season.
1.5	Magna Lane Recreation Ground	Spray steps with glyphosate based weed killer on two occasions throughout the growing season.
1.6	Magna Lane Recreation Ground Ruby Cook Recreation Ground Sunnyside Recreation Ground	Strim/cut back path edges to a width of one metre on six occasions per annum.
1.7	Magna Lane Recreation Ground	Inspect steps and bridge for damage and report monthly.
1.8	Magna Lane Recreation Ground (1 litter bin/1 dog bin at entrance from Magna Lane) Ruby Cook Recreation Ground (1 dog bin at entrance of Forrester Close and 1 dog bin at entrance of Magna Close)	Empty litter bins/dog bins fortnightly.

1.9	Magna Lane Recreation Ground (hawthorn hedge bordering Magna Lane and hawthorn hedge bordering Netherfield Close) Sunnyside Recreation Ground (All hedges bordering Sunnyside Recreation Ground)	Remove Litter from Hedges fortnightly
1.10	Magna Lane Recreation Ground	Cut back hawthorn hedges running along Magna Lane (1 x face and 1 x top) twice annually. (Rotherham MBC responsible for highways face) twice annually.
1.11	Magna Lane Recreation Ground	Treat infestation of Japanese knotweed by either injection or spray methods using glyphosate based chemical in August with additional treatments if required in September.
1.12	Sunnyside Allotment Area Brecks Lane Allotment Area Norwood Street Allotment Area	Cut back and Face Hedge alongside front of allotments minimum twice per annum to ensure path is safe for pedestrians. Cut Hedge around Green Space Opposite Allotments, minimum once per annum Cut Hedges Along Brecks Lane, minimum once per annum Tidy Hedges around Norwood Street Allotment site and cut and maintain the hedge on the inside of the allotments, which backs onto allotment plots, twice per annum
1.13	Ruby Cook Recreation Ground	Cut back hedges bordering Ruby Cook car park annually.

1.14	Ruby Cook Recreation Ground	Cut hedge at entrance/exit to Ruby Cook Recreation Ground car park to ensure a clear view for vehicles entering/leaving the car park at all times – at least twice per annum but more if required.
1.15	Sunnyside Recreation Ground	Maintain and cut back hedges / shrubs on perimeter pathway of Ruby Cook Recreation Ground.
		Cut back hedges / boundary shrubs on the perimeter of all the recreation ground.
2	SMALLER GRASSED AREAS	DETAILS
2.1	Sunnyside Community Centre	Cut grass in grounds fortnightly, during the growing season.
2.2	Sunnyside Community Centre	Strim all areas monthly during growing season.
2.3	Sunnyside Community Centre	Remove litter/debris from perimeter and car park weekly. Trim back all bushes surrounding the outside of the community centre, minimum once per year so pedestrians can walk safely on the pavement Cut the trees surrounding the community centre and ensure the street lighting is visible at all times (tree near the lighting column)
2.4	Allotments, Brecks Lane, Dalton	Strim/cut grass on either side of palisade fence (1 metre inside) monthly, during growing season.
2.5	Allotments, Brecks Lane, Dalton	Spray paths and edges of car park with weed and moss killer, twice per year.
2.6	Allotments, Brecks Lane, Dalton	Strim bottom gate to old part of the allotment.
2.7	Brecks Lane/Dalton lane	Check and report on any debris/litter/dumping along Brecks Lane and Dalton Lane and Report

3	FOOTBALL PITCHES	DETAILS
	NONE	
4	CHILDREN'S PLAY AREAS	DETAILS
4.1	Magna Lane Play Area, Magna Lane Recreation Ground.	Strim/mow grass around all play equipment/obstacles and steep banks around the children's play area monthly throughout the growing season (15 Occasions)
4.2	Ruby Cook Play Area, Ruby Cook Recreation Ground	Strim/mow grass inside play area, monthly, during the growing season (15 Occasions)
4.3	Magna Lane Play Area, Magna Lane Recreation Ground	Cut/Strim round all obstacles and rough and steep bankings within and around the childrens Play Area on six occasions throughout the growing season.
4.4	Magna Lane Play Area, Magna Lane Recreation Ground Ruby Cook Play Area, Ruby Cook Recreation Ground Sunnyside Play Area	Spray all obstacles within the children's play area with a glyphosate based chemical on two occasions throughout the growing season. To include the removal of moss.
4.5	Sunnyside Play Area, Flanderwell Lane, Sunnyside	Spray bottom of fence with weed killer monthly. Cut bushes and shrubs around perimeter twice annually to not encroach on play area.
4.6	Sunnyside Play Area, Flanderwell Lane, Sunnyside.	Cut grass in front of play area fortnightly, during growing season.

5	PLANTERS AND BEDS	DETAILS
5.1	East side of Brecks Lane, Dalton Parva	<p>Plant up 2 stone rectangular and 3 concrete circular planters in spring and summer as follows:-</p> <p>Spring Polyanthus Crescendo Mixed - 85 Pansy Cool Wave Mixed - 25 Pansy Cool Wave Frost - 25</p> <p>Summer Impatiens Silhouette Red Star - 30 Tagetes Aton Orange - 30 Petunia picobella Rose Star - 25 Lobelia Techno Trailing Dark Blue - 15 Bidens solaire - 20 Surfina Whispers Red - 20</p>
5.2	East side of Brecks Lane, Dalton Parva	Weed 2 stone rectangular and 3 concrete circular planters monthly during the growing season.
5.3	East side of Brecks Lane, Dalton Parva	Strim round 2 stone rectangular and 3 concrete planters monthly, during the growing season.
5.4	On the kerb adjacent the Shops, East Bawtry Road, Brecks	<p>Plant up 2 x three tier planters in spring and summer as follows:-</p> <p>Spring Polyanthus Crescendo Mixed - 95 Pansy Cool Wave Mixed - 100 Pansy Cool Yellow - 100</p> <p>Summer Bidens solaire - 25</p> <p>Impatiens Silhouette Red Star - 10 Fuchsia Swingtime - 10 Lobelia Techno Trailing Dark Blue - 15 Surfina Whispers Rose Star - 15 Plectranthus coleoides - 15 Pelargonium temprano Butterfly - 10 Anagallis monelli Angie Orange - 10</p>
5.5	On the kerb adjacent the Shops, East Bawtry Road, Brecks	Weed 2 x three tier planters monthly during the growing season.
5.6		

	Sunnyside Community Centre, Flanderwell Lane, Sunnyside	Provide and plant summer bedding plants and plant up coal cart twice per year.
5.7	Sunnyside Community Centre, Flanderwell Lane, Sunnyside	Weed beds, tubs and coal cart fortnightly (during growing season).
5.8	Dalton Parva - Bed on West Side	Plant up Bed in spring and summer as follows:- Spring pansy Whiskers – 20 Summer Impatiens Sonic Deep Purple - 10 Impatiens Sonic White – 10
5.9	Dalton Parva - Bed on West Side	Weed Bed monthly during the growing season
5.10	Brecks Lane adjacent The Fold	Plant up Bed in Spring and summer as follows: Spring Polyanthus Crescendo Mixed -50 Summer Begonia Ascot Complete Mix- 50
5.11	Brecks Lane adjacent The Fold	Weed Bed Monthly during the growing season
6	SHRUBS	DETAILS
6.1	Sunnyside Community Centre, Flanderwell Lane, Sunnyside	Prune Shrubs twice per year