

# Thatcham Town Council Grounds Maintenance Contract

**Effective 4th January 2022**

**Specification for Scheduled work**

# General Description of the Service

## Overview

This Specification relates to the maintenance of grounds which are the responsibility of Thatcham Town Council.

The principal areas requiring maintenance comprise:

* + - A multitude of public open space sites which are mainly grassed and are located throughout Thatcham, see site specifications for location maps.
    - Grounds maintenance at a variety of other Council owned properties.

Maps of the sites to be maintained under this contract are provided for illustrative purposes only. A profile of each site is detailed in the Appendices which list the work required at each site, the relevant area and the frequency or performance specification involved. The Contractor must accept all sites in their present condition. No other claim for extra costs on account of site condition will be countenanced at any time.

## Scheduled Work

This Specification, together with the Appendices and the Bills of Quantities, refer to the Scheduled Works which form part of the Contract. The Specification for Scheduled Work requires grounds maintenance works to be undertaken by the Contractor including:-

* + - maintenance of grassed areas on a variety of Council sites including open spaces and play areas
    - maintenance and marking out of sports pitches
    - maintenance of shrub beds, hedges and young trees
    - litter, leaf and debris removal and disposal at the frequencies specified. It will be the Contractor’s responsibility to dispose of at a licensed waste disposal site
    - cleansing of hard surfaces and herbicide treatment of weeds on hard surfaces
    - collection, removal and disposal of dog faeces from open spaces

The work required by the Contract is mainly of a routine and frequency based nature. However, some tasks require the Contractor to undertake routine maintenance to achieve prescribed performance standards and the Contractor must determine the resources and frequencies of works necessary to achieve these specified standards.

* + - Other than herbicides, the use of pesticides shall not be permitted in undertaking any of the works detailed in the Specification for Scheduled Works.
    - Where the Contractor is required to transport to and dispose of any items at a licensed disposal site, the Contractor shall be responsible for any fees and charges payable at such site and shall include in his Tender for the same. At the evaluation of tender stage, the Council will take into consideration arrangements the Contractor may have regarding green waste.
    - The Contractor will use peat free compost products with regard to the delivery of all services detailed in this Specification.

## Unscheduled Work

Specifications for Unscheduled Work follow the Specification for Scheduled Work. Schedules of Rates for Unscheduled Work which the Contractor may be required to undertake as required by the Supervising Officer follow the Bills of Quantities. No guarantee can be given to the particular level of additional and unscheduled work which will be awarded.

In the event of an emergency, the Supervising Officer may at his absolute discretion suspend the Service in whole or in part and require the Contractor’s resources to be otherwise employed in the provision of the Service to be utilised in the provision of emergency services as directed by the Supervising Officer. The Contractor will comply with such direction.

The Supervising Officer shall have an absolute discretion as to what constitutes an emergency and without prejudice to the generality of the foregoing, “emergency services” will include activities commensurate with dealing with adverse weather conditions, e.g. storm damage clearance, dangerous branch removal, snow clearing or flood prevention operations and any incident classified as a civil emergency. In the event of an emergency, the Supervising Officer may direct the Contractor to perform the emergency services. Verbal instructions indicating the location and nature of work will be issued by the Supervising Officer or persons nominated by him or by the Council’s emergency duty officer acting on behalf of the Supervising Officer which will be confirmed in writing as soon as possible to the Contractor.

## Acquisition and Disposal of Sites

From time to time the Council may acquire new sites that require regular grounds maintenance. The Supervising Officer will add these sites to the contract as scheduled work in accordance with the Specification. In respect of such sites or tasks on specific sites that are added to the Contract, the Contractor will carry out these works at the rates specified in the Bills of Quantities. Similarly, the Council may from time to time dispose of sites or remove particular tasks from specific sites from the Contract. The Council will deduct payment to the Contractor at the appropriate rate in the Bills of Quantities for work no longer required.

## Health and Safety

The Contractor shall ensure that the Service is performed in accordance with the Health and Safety at Work Act 1974 having regard to the safety of the public and of his employees. The Contractor shall ensure that at all times there is a minimum of obstruction to pedestrians and traffic when the service is performed in parks, or highways or other public places.

## Vehicles and Plant

The Specification shall be carried out by the Contractor with equipment suitable for the sites to be maintained. The Contractor shall provide and maintain all vehicles, plant machinery and equipment to ensure proper performance and completion of the Works. The Contractor shall ensure that all vehicles are licensed, taxed, insured and in a well maintained roadworthy condition during the progress of the Works. All machinery used on grassed areas shall be free from oil or fuel leaks. All hand machinery shall be maintained in such a way as to prevent the spillage of oil or fuel.

## Noise

The Contractor shall comply with the general requirements of BS 5228 (2014) Code of Practice or as amended for noise control on construction and open sites. The Contractor shall ensure that in executing the services he and persons in his employment execute the work in such a manner that it does not constitute a nuisance to the road users or others. This clause does not absolve the Contractor of any obligations under any other legislation or code of practice.

## Hours for Working

The Contractor will not be permitted to carry out any part of the Services during the hours of darkness without the prior consent of the Supervising Officer.

## Staff Uniform and PPE

## The Contractor shall provide all operatives with company embellished uniform and appropriate PPE, which must be worn by all operatives whilst delivering all elements of this contract, with the exception of sub-contracted works.

## Inclement Weather

The Contractor shall proceed with all the Services in accordance with the Specification, bearing in mind climatic and seasonal requirements, and the needs of the Council. Work shall be suspended when inclement weather makes work impracticable. Unless the Supervising Officer so agrees in writing, any delay or suspension of operation caused by weather conditions shall not relieve the Contractor of any of his obligations under the Contract or entitle the Contractor to any additional payments.

The Contractor will not be deemed to have failed to perform the Services if suspension of the operations has been agreed in writing by the Supervising Officer.

## Complaints

The Contractor will refer any complaints that he receives to the Supervising Officer within 24 hours. Any complaint passed on to the Contractor by the Supervising Officer shall receive a full written reply within 10 working days addressing the issues raised in the complaint.

## Method of Assessment of Maintenance Standards

The Contractor shall supply the Supervising Officer with a quarterly grounds’ maintenance programme for all contracted works, as detailed in this Specification, plus a monthly ad-hoc works programme. It will be the Contractor’s responsibility to programme works in order to meet the specification including required completion times. The Contractor will meet the Supervising Officer on a monthly basis or more frequently if required by the Supervising Officer. At the monthly meeting a valuation of the contractor’s progress will be discussed with specific reference to adherence to the terms of the specification. The value of work completed in accordance with the specification over the previous month will be detailed at the meeting. Work not completed to the satisfaction of the Supervising Officer will be deducted from the payment due calculated on the basis of the Bills of Quantities. An invoice will then be sent to the Supervising Officer for work carried out on all sites and this will be paid by the Council within 30 days.

## Out of Hours Contact Telephone Number

The Contractor will supply the Supervising Officer with a mobile telephone number to be used by staff on duty at weekends or during evenings. The Supervising Officer may contact this number in order to instruct the Contractor to carry out any reported emergency work or in order to resolve any difficulties which may have arisen regarding scheduled work. The Supervising Officer will only normally order emergency work out of hours where there is a public safety issue. The out of hour’s number will be connectable until 10pm.

# Definitions

The following expressions shall have the meaning hereby ascribed to them:

**“Arisings”** shall mean the accumulation of grass cuttings, hedge cuttings, leaves, weeds, root materials, branches, pruning, litter, path or bed edgings or other materials which arise from and are surplus or extraneous to any of the specified horticultural or maintenance work included in this Contract.

**“Boxed-off”** shall mean a particular high quality grass mowing operation using a cylinder mower with a minimum of 8 blades requiring the collection of grass clippings within the grass box of the mowing machine and the immediate removal from the cutting area of grass cuttings arising from the mowing of grass.

## “Cleanse” or “Cleansing” or

**“Clean” or “Sweeping”** in relation to cleansing of paths and hard surfaces shall mean the following:-

1. the removal of all litter, debris, detritus, loose chippings, animal carcasses, animal fouling, accident debris, salt and grit arising from winter maintenance, oil, vomit, excreta, gum, other rubbish, leaf and fruit fall and blown vegetation, bud burst, blossom, deposits arising from fly tipping and any other material fouling the path or hard surface;
2. the control and removal of unwanted vegetation and organic material howsoever caused or occurring;
3. the transportation and disposal of all waste products arising from the provision of the services;
4. emergency cleansing of areas as directed by the Supervising Officer pursuant to Section 6.

“’**Culvert Storm Drains”** shall mean a tunnel carrying a stream or open drain under a road.

**“Daily”** shall mean Monday to Saturday, inclusive. Excluding Christmas Day.

**“Dead Flowers”** shall mean flowers that are fully brown, dry, crisp and showing no signs of being a living flora.

**“Dog Faeces”** shall mean the excrement of any dog or other domestic animal.

**“Frequency Based”** shall mean any maintenance operation which is undertaken at frequencies specified in the Contract documents.

**“Flood Bund”** shall mean an embankment to act as a flood barrier protecting commercial or domestic property or gardens from flooding.

**“Gully”** shall mean a ravine formed by the action of water.

**“Grille”** shall mean a grating or screen of metal bars or wires, placed in front of culvert storm drains to collect litter, foliage and other debris.

**“Hard Surface Areas”** shall mean tarmacadam, wetpour, concrete or other paved areas including roads, footpaths, car parks etc. but excluding areas surfaced in gravel, hogging, scalping’s and the like.

**“Herbicides”** shall mean chemicals, compounds and/or any proprietary products produced for the control and/or eradication of weeds, fungi, algae or moss and shall include all fungicides, fumigants, algicides and moss killer.

## “Leaf & tree debris clearance” or “Clearance of leaves” or “Leaf & tree debris clearance Operation”

shall mean searching for, removal and disposal of all fallen or windblown leaves from the areas listed in the Appendices.

**“Litter”** shall mean debris, detritus animal carcasses, cigarette butts, dog faeces and animal fouling, rubbish, salt and grit arising from winter maintenance, oil, vomit, gum, hypodermic syringes, needles and drug related material defined as clinical waste in accordance with the Control of Waste Regulations 1992; leaf and fruit fall and blown vegetation, bud burst, blossom, twigs and branches, deposits arising from fly tipping and other material howsoever caused or occurring. Large volumes of material that have been fly tipped will be removed by instruction and paid for as an additional payment.

**“Litter Bin”** shall mean any receptacle as referred to in Section 6.8 of the Specification either free standing or fixed to the ground, or to a post, wall or fence with or without an internal liner or container unit, provided at the sites listed in the Appendices (or as varied by the Supervising Officer), for the purpose of providing facilities for the public to deposit waste in public areas.

**“Naturalised Bulb Area”** shall mean those grass areas where bulbs have been planted for the purpose of naturalisation where special grass mowing operations are specified in Section 3.2.5 of the Specification.

**“Obstacles”** shall mean seats, streetlights, signs, manhole covers, trees, shrubs and any other obstruction within grassed areas. Obstacles shall also include edges of paths, wall and fence bases and other boundaries to grassed areas.

**“Performance Based”** shall mean any maintenance operation where the standard required is specified in the Contract Documents and the Contractor is required to judge the frequency of operations necessary to achieve the specified standards.

**“Pesticides”** shall mean chemicals, compounds and/or any proprietary products produced for the control and/or eradication of pests and shall include insecticides, acarcides, lumbricides and moluscicides.

**“Pitch Lines”** shall mean the lines marked on the ground which delineate the boundaries of a sports pitch, together with the lines.

**“Playing Season”** shall mean the period during which the fixtures for any particular sport are played as referred to in the appropriate sections of the Specification or as named by the Supervising Officer.

## “Properly Licensed Disposal Site”

shall mean any site properly licensed under Environmental Protection Act 1990 for the disposal of each particular type of waste arising from the works specified in this Contract which the Contractor is required to make arrangements and for which he pays any or all fees for the purpose of disposing of waste as required by this Specification.

**“Recycled”** shall mean the action or process of converting waste into reusable material.

**“Recycling”** shall mean material set aside to be recycled.

**“Recycling Bin”** shall mean any receptacle, appropriately identified for the collection of waste for recycling, as referred to in Section 6.8 of the Specification either free standing or fixed to the ground, or to a post, wall or fence with or without an internal liner or container unit, provided at the sites listed in the Appendices (or as varied by the Supervising Officer), for the purpose of providing facilities for the public to deposit recyclable waste in public areas for recycling.

**“Removal and Disposal of Litter” or “Litter Picking” or “Litter Collection” or “Litter Picked” or “Litter Clearance”**

shall mean searching for, removal, and disposal of all debris, detritus, dumped waste, animal fouling, and any other material on the specified areas.

**“Scalping”** in relation to the maintenance of grassed areas shall mean the mowing of that area in a manner which results in the surface of the turf being removed or the grass cut so short as to be severely deteriorated.

**“Scarify”** shall mean to clear build-up of dead herbage and creeping stems in turf in order to leave an open surface in readiness for renewed growth.

“**Storm Drain”** shall mean a drain built to carry away excess water in times of heavy rain.

**“Supervising Officer”** shall mean the designated officer of Thatcham Town Council, namely the Services Manager, or any other officer duly authorised by him to act on behalf of the Council in relation to the Contract.

**“Tree Circle”** shall mean a small defined cultivated area within a grassed area containing one or more tees.

**“Trimming Grassed Edges”**

the trimming of grassed edges using long handled shears to remove the grass fringe from shrubs, rose and flower beds.

**“Weed”** shall mean any unwanted vegetation as defined by the Supervising Officer.

**“Weed Free”** shall mean no more than 5% weed cover on a bed surface and no weed more than 50mm in height or spread at any particular time. No weeds to have reached seeding stage.

**“Wild Grass or Meadow”** Shall mean an area of land managed by regime to increase and enhance the flora and fauna of the area.

# Maintenance of Grassed Areas

## Grassed areas

The Contractor shall maintain all the grassed areas on sites listed in the appendices of this Specification and such additional areas as may be required. The appendices give details of site descriptions and profiles of sites to be maintained. Whether the requirement is for performance or frequency-based grass maintenance is specified.

The plans are provided for illustrative purposes only and are not to be assumed to include information on every feature or task in the Specification.

The grass maintenance operations are divided into categories and coded A, B, C, D and E in this Specification. Each code of grass maintenance works requires the Contractor to undertake a particular combination of tasks to achieve the specified standards.

## Grass cutting codes

The Contractor is required to undertake the work of maintenance of each code of grassed areas in accordance with the following requirements:

## Code A – Ornamental Boxed Performance Cut

The Contractor shall, using a pedestrian operated mower, mow and “box-off” all grassed areas classified as Code A as frequently as is necessary to ensure that the grass is maintained at all times between the maximum height of 30mm and minimum height of 15mm. On the same day as the mowing is undertaken the Contractor shall remove all arisings from the site in a manner and to a place agreed by the Supervising Officer.

## Code B – Performance Cut (25-60mm)

The Contractor shall, using mowing machine appropriate to the task, but not a flail cutting machine and taking into account Section 3.3, mow all grassed areas classified as Code B as frequently as is necessary to ensure that the grass is maintained at all times between the maximum height of 60mm and minimum height of 25mm. The Contractor shall allow grass clippings to fly and be distributed evenly over the grass area.

## Code C – Frequency Based Cut (10 cuts per annum)

The Contractor shall, using grass mowing machinery appropriate to the task and taking into account Section 3.3, mow all grassed areas classified as Code C **ten** times per year to a height of 30mm in accordance with the programme of works supplied by the Contractor and approved by the Supervising Officer. The Contractor shall allow grass clippings to fly and be distributed evenly over the grass area. The contractor will undertake the work specified between March and October inclusive unless otherwise instructed by the Supervising Officer. The start date of each cycle will be agreed in advance with the Supervising Officer.

## Code D – Summer Meadow

The Contractor shall, using the mowing machinery appropriate to the task and taking into account Section 3.3, mow all areas classified as Code D of this Specification twice per year, once in February/March and once in September/October and shall, on each occasion mow the grass to the height of 100mm. The Contractor shall, when mowing the grass in February/March allow the grass clippings to fly and be distributed evenly over the grass area and when mowing the grass in September/October, collect arisings from the site in a manner and to a place agreed by the Supervising Officer on the same day as the mowing operation is undertaken on that site.

## Code E – Naturalised Bulb Area

The Contractor shall, using the mowing machinery appropriate to the task and taking into account Section 3.3, mow all grassed areas classified as Code E of this Specification at the same time and to the same minimum and maximum heights specified for adjoining grass areas excepting that mowing on Naturalised Bulb Areas shall not commence until at least six weeks after flowering. The first mow after flowering shall be completed by the end of June. The Contractor shall collect all arisings from the site in a manner and to a place agreed by the Supervising Officer on the same day as the mowing operation is undertaken at that site.

Arisings from subsequent mowing shall be dealt with the same as arisings from adjacent grass areas.

## Required specifics

In undertaking the maintenance of grassed areas Code A to E of the Specification, the Contractor shall:

* + 1. Use machines or tools of a type which are appropriate to the task, the standard and height of finish specified, the size and location of the grassed area and the method of cutting required. Any wheeled grass cutting machinery must be fitted with low ground pressure grassland tyres unless otherwise agreed in writing by the Supervising Officer.
    2. Prior to mowing, inspect areas to be mowed and remove from the site all stones over 30mm diameter, litter, dog faeces and any other debris which might cause damage to property, grass cutting machines and equipment and/or injury to persons.
    3. Ensure that all cutting edges and implements on machines and equipment engaged in mowing operations are sharp and properly set, so as to provide a true and even cut at all times. Any damage caused from such lack of maintenance will be reported to the Supervising Officer and made good by the Contractor within 72 hours. The Contractor shall reinstate at his expense, in a period agreed and to the satisfaction of the Supervising Officer, any damage caused by the Contractor to the turf, surface or levels of the ground or divots created during grass mowing. The Contractor will make good at his own expense and in a period determined by the Supervising Officer any damage caused during grass mowing to any obstacles or Hard Surface Areas.
    4. On areas where large or heavy grass cutting machinery is likely to cause damage to overhanging trees, shrubs, plants, obstructions and edges of grassed areas or where these machines are likely to produce an irregular and/or untidy finish, use smaller, lighter and where necessary, pedestrian machines to avoid any such damage. Low branches shall not be removed to allow the use of large machines under trees unless approved in writing by the Supervising Officer.
    5. Mow grass up to the edges of paths, shrubs, trees, street furniture, buildings, fences, site boundaries and other obstacles on the same day as other grass on the site is cut. Cutting methods must be appropriate so as to avoid damage to trees. This hand trimming around obstructions will be completed **on the same day** as the main cut. The Contractor shall take account of the works necessary to achieve the specified standards, adjacent to and around these features in his rates in the Bill of Quantities.
    6. Ensure that at the end of each grass mowing day all adjacent hard areas, paths, highways, play area safety surfaces, crossways and gutters are free of arisings.
    7. The Contractor will complete the work on each cycle before moving onto the next.
    8. The Contractor may not use herbicides for grass maintenance operations as a means of achieving the specified standards of maintenance of the grassed areas e.g. the use of chemicals for controlling growth of grassed areas including up to obstacles such as bollards or play equipment.
    9. If, in the opinion of the Supervising Officer, the failure of a tree or shrub is due to damage caused by the Contractor’s negligent grass mowing operations, the Contractor will replace such tree or shrub at his own expense with a plant of the same size and species within such period as is determined by the Supervising Officer and notified to the Contractor.
    10. Trim grassed edges using long handled shears to remove the grass fringe from shrub, rose or flower beds on the same day as the grass mowing operation is performed on the site. When trimming the bed edges, maintain these edges and maintain the shape and size of the bed to the current shape without the trimming scalping the edge or encroaching into existing grass areas and enlarging the bed and shall leave all lines smooth and regular. The Contractor shall dispose of arisings in a manner agreed by the Supervising Officer.
    11. In the case of frequency-based maintenance works for grassed areas the mowing season shall normally be from the start of the third week in March until the end of the second week in October and the specified frequencies of mowing shall be undertaken within that period in accordance with the approved programme of works.

The Supervising Officer may however, at his discretion for one or more sites:

* + - 1. extend the mowing season beyond the dates referred to above;
      2. reduce the number of cuts below the number specified in the Specification for a particular code of grass;
      3. increase the number of cuts above the number specified in the Specification for a particular code of grass.

3.3.13 If, in the opinion of the Contractor and in agreement with the Supervising Officer, the condition of any site, sites or area of a site or sites is so wet that undertaking the mowing operation is likely to cause damage to the surface or turf thereof the Contractor shall defer the mowing operation until such time as ground conditions improve to the satisfaction of the Supervising Officer to an extent which will allow the mowing operation to be undertaken without risk of damage. When, after such circumstances the mowing is resumed the Contractor shall:-

1. in respect of performance-based maintenance work, undertake whatever works are necessary to promptly bring the grassed area or areas to the standards as specified for the particular code of grass, as soon as is practicable;

In undertaking these works the Contractor shall use whatever type of machine is appropriate for the condition of the grass at the time of resumption of mowing and shall carry out however as many actions as are necessary to promptly achieve the specified standards of the Supervising Officer.

If, in the opinion of the Supervising Officer, the accumulation of arisings after cutting is likely to cause damage to the turf the Contractor shall collect and dispose of arisings from the site in a manner and to a place agreed by the Supervising Officer on the same day as the mowing operation is undertaken at that site.

The whole of these works shall be undertaken without additional payment.

1. In respect of frequency-based works, complete the missed mowing operation, if practicable, by a date which is not less than five working days before the programme date for the next mowing operation on the site or sites in question. If the missed mowing operation cannot be completed within five working days of the next programme date then that operation shall be omitted from the programme and the mowing operation resumed on the next cut cycle. The Contractor shall, when the mowing operation is resumed, undertake whatever works are necessary and use whatever machinery is appropriate to achieve the specified standard by the programme completion date of that mowing operation.

# Hedge Maintenance

* 1. The Contractor shall maintain all hedges on sites listed in the Appendices of this Specification and listed in the site profiles.

The hedge maintenance operations which the Contractor is required to undertake are divided into three categories and these are coded ‘X’, ‘Y’ and ‘Z’ in this Specification. The Appendices of this Specification also indicates the frequency of hedge maintenance required for each site in linear metres. Sides and tops of hedges are to be pruned where ever accessible.

The Contractor shall undertake the work of maintenance of each hedge code, the majority of which range from 1.5 metres to 5 metres in height, in accordance with the following requirements. All arisings will be collected and disposed of in a manner agreed with the Supervising Officer.

## Code X – Formal Hedges

The Contractor shall, once in February and once in September, each year close trim the hedges to dimensions determined by the Supervising Officer to form a neatly trimmed hedge. The Contractor, in trimming the hedge shall remove any alien or unwanted species growing in the hedge and shall taper the sides towards the top and, unless otherwise approved in writing by the Supervising Officer, maintain the previous height and width of the hedge. Laurel hedges shall be cut in accordance with Section 4.2.6 in July only. The Contractor will allow for this in his Rates. The contractor will check and avoid disturbing bird nests before starting work.

## Code Y – Informal Hedges

The Contractor shall once per year, at a time in line with species requirement, cut the hedges to permit the growth of flower and fruit later in the year. The cut shall be made to remove the previous season’s growth or to a line determined by the Supervising Officer.

## Code Z – Hedgerows

The Contractor shall once every three years, at a time in line with species requirement, cut the hedges listed in the Appendices to remove the growth since the last cut or to a line determined by the Supervising Officer. This will be agreed in December.

Other than code Z hedges, flails should not be used for this work.

* 1. The Contractor, in undertaking the works required to hedges codes X, Y & Z shall:
     1. Where appropriate during hedge cutting comply with the current requirements of the Department of Transport “Safety at Street Works and Road Works – Code of Practice” and any amendment thereto. The Contractor will ensure that once he has started working along a given road section, that wherever possible he continues on that section until finished and where a break is unavoidable, he shall return to restart no later than 1 working day thereafter. That wherever possible he continues on that section until finished and where a break is unavoidable, he shall return to restart no later than 1 working day thereafter.
     2. At all times during hedge cutting ensure that appropriate precautions are taken to protect and cause the minimum of disturbance to pedestrian and vehicular traffic.
     3. Establish a strong framework to the hedge with the appropriate shape and width in relation to the height of the hedge. He shall ensure that the width of hedge does not present a hazard or obstruction to pedestrian or vehicular traffic.
     4. As part of the hedge maintenance operation, notify the Supervising Officer immediately upon becoming aware of any hedge requiring replacement or renovation with the reason.
     5. All non-diseased arisings will be shredded, removed from the site and taken to a place agreed by the Supervising Officer. Any diseased material shall be delivered to and disposed of at a properly licensed disposal site on the same day as the diseased material is cut from the hedge. The site shall be left clean and tidy on completion of the work.
     6. In respect of laurel hedges, all hedge maintenance shall be made using secateurs and shall only be cut once per annum in July. Beech hedges shall be cut using hand shears only and not mechanised trimmers.
     7. Remove all weeds from the base of the hedge and any litter or debris. The removal of weeds from Code X and Code Y hedges shall be undertaken by hand and the use of herbicides will NOT be permitted for this purpose. All arisings shall be delivered to and disposed of in a manner agreed with the Supervising Officer on the same day as the material is removed from the base of the hedge. The clearance of weeds from Code Z hedges is not required.
     8. The Contractor will not be permitted the use of growth retardants on any of the hedges or the use of any flail type of hedge cutting machinery.

# Cleansing and Associated Activities

The Contractor is required to undertake the following activities:

1. removal and disposal of litter and recycling;
2. cleansing or herbicide treatment of paths and hard surfaces;
3. leaf & tree debris clearance;
4. emptying, cleansing and washing of litter and recycling bins together with the disposal of the bin contents;
5. emptying, cleansing and washing of dog faeces bins together with the disposal of bin contents.

## Removal and Disposal of Litter 5.1.1 The Contractor shall undertake the collection, removal, transportation and disposal of litter and recycling from the areas listed in the Appendices. The Contractor shall remove the collected litter and recycling from the site on the days specified in the Appendices.

## 5.1.2 In undertaking this operation the Contractor shall take account of the need to remove litter from all grassed areas, paths, shrub, rose and flower beds, on and at the base of fences, beneath, on and within hedges and trees and in playgrounds, ponds, banks and any other associated areas within the sites.

## 5.1.3 The Contractor shall, in addition to undertaking the works detailed in Sections 5.1 and 5.2 of this Specification, undertake the collection, removal, transportation and disposal of the following items from the areas of this sites listed in the Appendices of this Specification in accordance with the frequencies listed in the Appendices:

## 

## abandoned shopping trolleys

## broken tree branches and twigs;

## bonfire ash litter and debris;

## broken glass;

## dog faeces;

## hypodermic syringes, needles and drug related material defined as clinical waste in accordance with the Control of Waste Regulations 1992;

## 5.1.4 The Contractor shall, with the exception of items listed in Section 5.1.3(i) and 5.1.3(vi) deliver the items collected under Section 5.1.3 of this Specification to and dispose of at a properly licensed disposal site.

## Supermarket trolleys collected under Section 5.1.3(i) of this Specification shall, where identifiable, be delivered to the nearest store operated by the owners of each trolley. In circumstances where the owners of a trolley cannot be identified the trolley shall be delivered to and disposed of at a properly licensed disposal site.

## Hypodermic syringes, needles, drug related materials and other clinical waste collected under Section 5.1.3(vi) shall be dealt with as follows:

## the collection of the above materials shall be undertaken strictly in accordance with the COSHH Regulations and any other Health and Safety Legislation or Regulations appropriate to this activity.

## the disposal of the above materials shall be to a disposal facility licensed and designed for the disposal of this type of waste.

## 5.1.5 The Contractor shall, when visiting the sites listed in the Appendices of this Specification for the

## removal of litter, and in the course of undertaking his duties under Section 5, report immediately to the Supervising Officer and confirm in writing with the date and time of the inspection evidence of:

## any structure or planting which may be damaged or a danger to the public, e.g. building, fence, wall, broken tree, uprooted shrub, sign, notice, exterior furniture, monument and the like;

## any building which has been damaged or has become unsecured, being a building which for its normal use is required to be secure, e.g. store, changing rooms, toilets and the like;

## any structure which is otherwise broken, dirty or defaced by graffiti e.g. signs, monuments, notices, exterior furniture, walls of buildings and the like.

## The Contractor shall report unsafe or dangerous structures and unsecured buildings to the Supervising Officer immediately following observation and shall report other incidents of broken, dirty or defaced structures within a period no later than the end of the next working day. For exterior furniture, the Contractor shall make the items safe in accordance with Section 9.1.2.

## Special events involving large numbers of the public occur at various sites on various occasions throughout the year. The Contractor shall, in addition to the regular and routine removal of litter and, if directed by the Supervising Officer in writing, remove litter from these sites as directed by the Supervising Officer. The Contractor shall include in the provisional rates in the Bills of Quantities for removal of additional litter from each site following each of these events.

## Cleansing of Paths and Hard Surfaces

5.2.1 The Contractor shall cleanse all the hard surfaced areas including roads, paths and car parks contained within the sites of this Specification on a monthly basis. The Contractor shall collect, transport to and dispose of the arisings from this operation at a properly licensed disposal site.

The cleansing operation will remove litter, cigarette butts, weeds, debris and dirt, leaf litter fall, animal fouling, vomit, gum and grit from the hard surface. The method of cleansing shall ensure that sand or mortar joints between cobbles, slabs or bricks are not damaged or removed.

Any machinery used in this operation shall be of a type and weight such that it will not cause damage to the hard surfaced areas. The Contractor shall, prior to the use of any machinery for this operation, obtain the written approval to both the machinery and its method of use from the Supervising Officer.

5.2.2 The Contractor shall immediately notify the Supervising Officer and confirm in writing with the date and time of the inspection of any hard surfaced area on the sites listed in the Appendices of this Specification which are damaged and/or are unsafe irrespective of the cause of the condition.

5.2.3 The Contractor shall, if directed by the Supervising Officer in writing, cleanse all the hard surface areas at any site or sites additional to those listed in the Appendices of this Specification and shall include in the provisional rate in the Bills of Quantities for this additional cleansing.

## Herbicide Treatment of Weeds on Hard Surfaces

The Contractor will make two applications of a non-residual herbicide to be approved by the Supervising Officer to hard surfaces areas identified in the Appendices, per annum. One application will take place in April and one application will take place in August, as calm weather conditions allow.

## Leaf & Tree Debris Clearance

**5.4.1** In the case of The Broadway and London Road Cemetery, the Contractor shall undertake the clearance of all fallen leaves and tree debris from the whole of the areas on a fortnightly basis between October and February in each year of the Contract. In carrying out this operation the Contractor shall remove leaves and tree debris from paths, grass areas and the surface of shrub beds. The leaf and tree debris clearance operation shall also include the removal of leaves and tree debris from beneath hedges.

**5.4.2** In the case of parks, the Contractor shall undertake the clearance of all fallen leaves and tree debris from the whole of the areas listed in the Appendices on a monthly basis between October and February in each year of the Contract. In carrying out this operation the Contractor shall remove leaves and tree debris from paths, grass areas and the surface of shrub beds. The leaf & tree debris clearance operation shall also include the removal of leaves and tree debris from beneath hedges.

**5.4.3** When undertaking leaf and tree debris clearance, the Contractor shall check any drainage infrastructure in the vicinity and, if required, clear leaves and other debris from such infrastructure.

**5.4.4** The Contractor shall remove all leaves and tree debris from site on the same day as they are collected to a place as agreed by the Supervising Officer.

**5.4.5** During leaf and tree debris clearance the Contractor shall ensure that no damage, compaction or undue disturbances to the soil or mulch surface takes place in planted areas, and that no damage occurs to grass or hard surfaces. Any damage so caused shall be made good by the Contractor to the satisfaction of the Supervising Officer and without additional payment.

**5.4.6** The Contractor shall, if directed by the Supervising Officer in writing,

* + - 1. undertake leaf and tree debris clearance from any site within the Town additional to those listed in Appendices of the Specification for additional payment; and/or
      2. undertake leaf and tree debris clearance to the sites listed in the Appendices of the Specification at increased (for additional payment) or reduced frequencies.

**5.5 Removal of dead flowers**

5.5.1 The Contractor shall, on a monthly basis, remove all dead cut flowers from receptacles on or around graves throughout London Road Cemetery.

The Contractor shall liaise with the Supervising Officer prior to removal of floral tributes, such as funeral, birthday or other celebratory floral and displays.

**5.6** **Litter Bin Emptying, Repair and Maintenance**

**5.6.1** The type, size and construction of the various litter bins vary, and the Contractor shall make itself familiar with these variations and shall make such allowance as he considers appropriate in his tender rate. No additional payment will be made to the Contractor for any claims arising from these variations.

**5.6.2** The number, size, type and locations of the litter bins may change as demand for litter bins changes and the Council may from time to time vary the numbers, sizes, types and locations of the litter bins.

**5.6.3** New or replacement bins will be paid for by the Supervising Officer.

**Litter and Recycling Bin Emptying**

**5.6.4** The Contractor shall undertake the emptying of all the litter and recycling bins at the locations listed in the Appendices of this Specification at the frequencies and times specified therein together with the transportation of the litter and recycling bin contents to and the disposal of same at properly licensed disposal sites.

**5.6.5** In undertaking the litter and recycling bin emptying operation referred to in this Section the Contractor shall:-

(a) empty the entire contents, including all waste matter and in a manner so as not to cause any littering of the site;

(b) cleanse and remove any waste or litter found within 5 metre radius of the litter or recycling bin to be emptied on each and every emptying frequency;

(c) take care to ensure that, after emptying, any separate liner is replaced into the litter or recycling bin body correctly so as not to protrude above the litter or recycling bin loading aperture;

(d) take care to ensure that any separate liner is handled carefully during the emptying and discharge process in order that the liner does not become so distorted or damaged that it will not fit correctly into the litter bin body;

(e) avoid damage to grass during the operation. The operation should be performed on foot where ground conditions are unsuitable for vehicles;

1. ensure that any litter or recycling bin with an integral locking device is opened and closed using the correct key and in accordance with the emptying procedures referred to in this Section and is left fully locked after emptying, cleansing, repair or maintenance work or replacement has taken place;

(g) transport the contents of the litter and recycling bins to, and dispose of these contents at, properly licensed disposal sites.

**Litter and Recycling Bin Washing**

**5.6.6** The Contractor shall thoroughly wash Council litter and recycling bins listed at sites in the Appendices of this Specification with sufficient detergent, disinfectant and graffiti remover to remove all traces of dirt, animal or bird contamination, waste accumulations, graffiti, adhesive notices and posters from all the internal and external faces of the litter and recycling bins, liners, support brackets, posts and bases of the litter and recycling bins. Cleaning is to be carried out once a year.

Only cleaning materials approved, in writing by the litter and recycling bin manufacturers shall be used and care shall be taken to prevent any damage by those cleaning operations to the collection bins or to the area immediately surrounding the collection bins.

**5.7** **Dog Faeces Bins Collection and Disposal**

**General**

**5.7.1** The Council operates a scheme for the collection and disposal of dog faeces from various sites.

**5.7.2** Number, size, type and locations of bins for the collection of dog faeces may change as demand for the bins changes and the Council may from time to time vary the number, sizes, types and location of bins for the collection of dog faeces.

**5.7.3** The Contractor shall ensure that during emptying, collection, washing, repairing or replacing of bins for the collection of dog faeces the minimum of inconvenience is caused to and maximum of safety is provided for the public using the areas in which the bins are located.

**Emptying of Dog Faeces Collection Bins**

**5.7.4** The Contractor shall empty all the dog faeces collection bins at the locations listed in the Appendices of this Specification at the frequencies and times specified therein.

**5.7.5** In undertaking the emptying of dog faeces collection bins the Contractor shall:

(a) inspect and remove from each and every collection bin the plastic liner bag containing the dog faeces and immediately upon removal securely tie the bag to prevent spillage;

(b) empty and collect from within the bin including all waste matter adhering to the internal or external faces of the bin and from an area within 5 metre radius of the bin all litter, debris and dog faeces not contained within the plastic liner bag and in a manner so as not to cause littering of the site;

(c) supply and install a replacement plastic liner bag Specification: 80-micron, heavy duty, low density, polythene liner with double gusset inside the bin and in doing so ensure the top edges of the bag are properly clamped by the bag retainer clamp;

(d) ensure that each bin freely opens and closes for the user;

(e) remove all secured plastic bags containing dog faeces, together with all other debris and dog faeces referred to in this Section to a site properly licensed for the disposal of this type of waste as soon as possible on the same working day as the waste is collected.

**Washing of Dog Faeces Collection Bins**

**5.7.6** The Contractor shall thoroughly wash all dog faeces collection bins listed at sites in the Appendices of this Specification with sufficient detergent, disinfectant and graffiti remover to remove all traces of dirt, animal or bird contamination, waste accumulations, graffiti, adhesive notices and posters from all the internal and external faces of the collection bin, bin support post and base. Cleaning is to be carried out once a year.

Only cleaning materials approved, in writing by the dog faeces collection bin manufacturers shall be used and care shall be taken to prevent any damage by those cleaning operations to the collection bins or to the area immediately surrounding the collection bins.

# Maintenance and Care of Shrub Beds

The shrub beds to be maintained by the Contractor are listed in the Appendices. The Contractor is required to undertake the following activities:

1. the maintenance of beds on a frequency basis;
2. annual cultivation of rose and shrub beds;
3. the pruning and care of roses;
4. the pruning and care of shrubs.

## Maintenance of Shrub Beds on Frequency Basis

* + 1. Prior to undertaking any operation detailed in Section 6.1 the Contractor shall collect and remove all litter and debris from each rose and shrub bed and deliver the arising’s to and dispose of at a properly licensed disposal site.
    2. The Contractor shall remove weeds from all shrub beds listed not less than every 4 weeks from 1st March to the 31st October inclusive each year so as to ensure that on completion of each visit the bed is left weed free. Any material overhanging paths will be pruned back during these visits.

## Annual Inspection and Topping up of Mulch

The Contractor shall in each year of the Contract during the period of February to March on all the rose and shrub beds listed spread and bring up the minimum depth of mulch to 75mm over the whole of the bed. The Contractor shall use coarse grade bark mulch, previously approved by the Supervising Officer for this purpose. The Contractor shall give to the Supervising Officer two weeks’ notice of the commencement of this operation on each occasion. Where roses and shrubs require pruning in the spring this pruning work shall be completed on a particular bed before the mulch is topped up.

## Pruning and Care of Shrubs and Young Trees

* + 1. Once a year, at a time in line with the species requirement, the Contractor shall undertake the pruning and care of a variety of different species of shrubs at the locations shown in the Appendices. The Contractor’s attention is drawn to the fact that the method and timing of shrub pruning differs according to the species and cultivars of the shrubs. Appendix 1 of this Specification – “Guidelines for the pruning of Shrubs” details the timing and method of pruning for each classification of shrub. Any change to the guidelines set out in Appendix 1 must only be undertaken with the prior written approval of the Supervising Officer. The works of pruning and care shall be undertaken in accordance with the guidelines for pruning of shrubs set out in Appendix 1 of this Specification and in accordance with the following requirements:-
       1. Prune each shrub as appropriate to the species to produce a healthy and vigorous shrub with a strong framework. When pruning the shape and balance shall be maintained ensuring the maximum amount of flowering wood is produced.
       2. Shrubs causing nuisance by overhanging or obscuring sight lines, paths or roadways at the time of pruning specified or at any other time shall be cut back by the Contractor to the line of the path, road or to clear sight lines. Care must be taken by the Contractor however to avoid a ‘vertical clipped hedge effect’ at the path or road edge or along sight lines by making cuts to produce a natural shaped appearance. Sections 4.2.1 and 4.2.2 relating to safety during hedge cutting shall apply to the pruning of shrubs.
       3. pruning shall be carried out using sharp secateurs and hand saws. Cuts shall be cleanly made without damaging or tearing the stem and the Supervising Officer shall be notified by the contractor of any occurrence of disease or fungus.
       4. where shrubs have been incorrectly pruned, the Contractor shall make good, carrying out remedial pruning or replacing the plant as required by the Supervising Officer and such work will be carried out by the Contractor without additional payment.
       5. All suckers shall be removed from graft stock, by cutting them back level with source stem or root.
    2. The Contractor shall, immediately upon completion of pruning of shrubs in a particular bed, separate diseased arisings and deliver to and dispose of at a properly licensed disposal site. All non-diseased arisings shall be disposed of as agreed with the Supervising Officer.

Immediately upon completion of the pruning the Contractor shall rake over each bed to remove footprints and shall leave it with a neat and tidy appearance.

## Removal of Sucker Growth from Lime Trees

The Contractor shall once per year during November remove all epicormic shoots from the base of the large lime trees as listed. All shoots between ground level and a height of three metres shall be cut with pruners as close to the tree bark as possible. All arising’s shall be collected and disposed of in a manner agreed with the Supervising Officer.

# Maintenance of Ditches / Streams / Ponds / Gullies, Culverts and Grilles

## Cutting of grassed banks

The Contractor shall maintain the grassed banks of ditches, streams and ponds on sites listed in the appendices of this Specification. The Contractor is required to maintain the grassed banks in accordance with grass cutting code D – Summer Meadow, as set out in section 3 of this Specification.

**7.2 Clearance of litter and leaves**

The Contractor shall, on a monthly basis, clear each ditches, streams, ponds and gullies/culverts/grilles on sites listed in the appendices of this Specification.

Litter clearance shall be in accordance with section 5.1 of this Specification.

Leaf & tree debris clearance shall be in accordance with section 5.4 of this Specification.

# 8 Maintenance of Football Pitches

**8.1** **General Description of the Work**

The Contractor shall in addition to the work of maintenance to grassed areas described in this Specification, undertake maintenance works and other ancillary duties to sports pitches and their facilities as specified in this Section of the Specification.

**8.2** **Football Pitches in Parks**

**8.2.1 Preparation for each Playing Season**

The Contractor shall before the beginning of each playing season set out, measure and mark each and every pitch listed to the standards, proportions and dimensions laid down by the relevant sports ruling body and in the position as directed by the Supervising Officer.

In undertaking the work of pitch preparation at the commencement of the playing season the Contractor shall mark the lines to each pitch using a non-toxic waterproof white lining material and ensure that all the lines are true, bright and clearly visible for the commencement of the season. Should the Contractor find it necessary to reset out and remeasure any sports pitch during the playing season such works shall be carried out without additional payment.

**8.2.2** **Preparation for and works connected with Football Fixtures**

These works shall be undertaken prior to each fixture each year throughout the playing season in each year of the Contract. The playing season will normally be from the first weekend in September until the last weekend in April. This playing season may be varied at the sole discretion of the Supervising Officer.

The majority of fixtures are normally on Saturdays and Sundays but occasionally may also take place on evenings or weekdays. Fixture lists will be provided in advance by the Supervising Officer. The issuing of a fixture list by the Supervising Officer shall be construed as his formal instructions to undertake the works of preparation required. Fixture lists for midweek fixtures shall be emailed to the Contractor by the Supervising Officer two working days in advance of the fixture.

Immediately prior to, or on the last working day prior to, each and every fixture the Contractor shall:

(i) inspect and ensure that each pitch listed in the Appendices on which a fixture has been notified to the Contractor, is safe to play on, that any holes are filled with stone free soil to BS.3882.2015, and compacted, that all divots are replaced, depressions are lifted and firmed and that the whole of the playing surface is free from mole hills, dog faeces or other debris which may be a hazard to pitch users;

(ii) ensure all pitch lines are clearly visible and re-mark where necessary, with a non-toxic, white lining material also ensuring that the markings remain bright and true to initial pitch markings made at the commencement of the current season and are visible at all times;

**8.2.3** **Renovation**

At the end of the football season the Contractor shall undertake renovation works. Such works shall be undertaken within five working days of the end of the season.

The Contractor shall ensure that areas which have had turf worn down to bare earth shall have the surface lightly cultivated to a depth of 75mm to relieve compaction, grade and consolidate to levels of surrounding grassed areas, supply an approved grass seed mixture and sow evenly at the appropriate rate and lightly rake and roll into surface. The seed and rate of application should be agreed by the Supervising Officer. The Contractor shall irrigate these areas as required to ensure successful establishment. Overseeding will be carried out at the Contractor’s expense as required.

In undertaking the renovation works the Contractor shall supply and infill any low areas with appropriate topsoil, particularly goal mouths and centre circles. Topsoil shall be levelled and firmed to prevent subsidence and give a true playing surface and shall comply with the relevant BS. Imported topsoil must be from a source approved by the Supervising Officer. Topsoil must not be handled when conditions are exceptionally wet.

**8.3** **Pitch Maintenance – Regime of Care**

The requirements for the maintenance of grassed areas on football pitches are detailed in this Specification. In addition, the Contractor shall, throughout and immediately

following the playing season, undertake a regime of care to each pitch of the Specification. The Contractor shall give to the Supervising Officer one clear working days’ notice of his intention to undertake any of the works described in Section 8.3 of the Specification. This regime of care shall be as follows:

**8.3.1** **Spiking and Aeration**

The Contractor shall spike and aerate each entire pitch once every two weeks during the season using 100mm to 150mm slitting spikes or solid tines. This work shall be spaced evenly throughout the playing season as ground conditions allow.

The spiking machinery used must be of a type to provide the above. Should the overall spiking operation prove, in the opinion of the Supervising Officer, to be ineffective or ground conditions too wet for spiking machinery, the Contractor shall hand spike the area of the goal mouths and centre circle of each pitch using a digging fork inserted to a depth of 100mm at 150mm intervals. The fork shall be removed without causing disturbance to the playing surface. Should any such damage occur the Contractor shall at no extra cost reinstate the playing surface to the satisfaction of the Supervising Officer.

The rates quoted in the Bills of Quantities for the pitch maintenance shall include for any necessary hand spiking operation.

**8.3.2** **Harrowing**

The Contractor shall harrow each pitch once every two weeks during the season to maintain the surface levels.

This harrowing will be carried out after spiking referred to in Section 8.3.1 and shall comprise one pass over all areas of the pitch in one direction longitudinally using harrowing machinery of a type appropriate to the task.

This operation will be carried out when the ground is in a firm water-free condition and in such a way as to cause no damage to the playing surface or to the pitch marking lines.

Should any such damage occur the Contractor shall, without additional payment, reinstate the playing surface to the satisfaction of the Supervising Officer.

**8.3.3** **Sanding of Goal Areas**

The Contractor shall supply and apply to goal mouth areas using an approved sport sand type and at the rate agreed by the Supervising Officer in writing once every two weeks during the season.

The sand or equivalent material supplied by the Contractor shall be free of lime and with fine particle sizes no less than 0.5mm. The Contractor shall submit a sample of the materials and rate of application to be used to the Supervising Officer and shall obtain his written approval to these materials prior to commencement of the works.

**8.3.5** **Sports Field – Rolling**

Once per annum, in April or May following the renovation works, the Contractor shall roll each and every pitch with a sports field roller, of a type appropriate to the task in order to achieve the approved standard of firmness and level in accordance with the Sports Ruling Body. The roller shall not weigh more than 500 kilograms (10 cwt).

This rolling operation shall be carried out in one pass over all areas of the pitch avoiding any excessive compaction which would damage the soil structure and shall not be carried out when the ground is waterlogged or is likely to be damaged.

Should any damage occur the Contractor shall, with no additional payment, reinstate the playing surface to the satisfaction of the Supervising Officer.

When required, additional rolling maybe necessary during the playing season as agreed with the Supervising Officer.

# 9 Maintenance of Exterior Furniture

9.1 The exterior furniture to be maintained by the Contractor is detailed in the Appendices of the Specification. The Contractor in undertaking the maintenance shall:

9.1.1 Once monthly in each year of the Contract inspect all the benches and picnic tables listed in the Specification and at each inspection, clean each seat and table to ensure they are free from all dirt, debris, grease, oil, algae, moss and graffiti to the satisfaction of the Supervising Officer.

9.1.2 When carrying out removal of litter in accordance with Section 5, should the item be unsafe or dangerous the Contractor shall make the item safe by removing any hazards. If making the items safe is not immediately possible, the Contractor shall take measures to prevent such item from being further used until repair can be made and shall clearly and unambiguously sign the equipment making clear the equipment is unsafe and must not be used. Any such problems will be reported to the Supervising Officer immediately.

9.1.3 For wooden benches, in October/November throughout the period of the contract, rub down with approved sandpaper to remove all dirt, grease, flaking paints and other such deposits on all painted components of exterior furniture and apply primer, undercoat and gloss paint. Where furniture is stained the Contractor shall prepare the surfaces and apply two coats of approved stain/preservative to a colour determined by the Supervising Officer. The materials to be used shall have the prior approval of the Supervising Officer and shall be applied strictly in accordance with the manufacturer’s instructions.

9.1.4 During the application of timber preservatives and paint to furniture the Contractor shall take all necessary steps to prevent paint or preservatives dripping or spilling onto surfaces, plants and adjacent structures. The Contractor shall also erect a barrier around newly treated and painted furniture to protect painted or treated surfaces and prevent access by members of the public and shall erect a sign adjacent to the item of furniture clearly stating “WET PAINT”. The barrier and sign shall only be removed by the Contractor when treated and painted furniture is thoroughly dry and represents no hazard to members of the public. Painting and the application of preservatives shall only be carried out in suitable dry weather conditions and not when wet weather is imminent or rain expected to fall within six hours after completion of the painting or application of preservative.