



# SHAFTESBURY TOWN COUNCIL

## Grounds Maintenance Contract (5 years)

1st April 2024 – 31st March 2029

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Note: This tender document is to be completed in full and returned in total as the tender offer

# Invitation to Tender

## 1. Background

- a) Shaftesbury Town Council (STC) is located in the north of the county of Dorset.
- b) The Council looks after over 37 acres (15 hectares) of parks and green spaces across the town, from recreation areas and woods, to play areas, verges and roundabouts. Managing and looking after these spaces to the high standards is set by Shaftesbury Town Council. The grounds operatives are seen as the public face of the Council.
- c) STC continues to plan how it better manages open spaces in Shaftesbury, focusing on the resident and visitor experience equally balancing the need to conserve and enhance the landscape value and biodiversity objectives.
- d) Tenderers should be aware that, particularly in view of the financial pressures currently being faced by Central and Local Government, the Town Council places considerable importance on the financial aspects of this Contract and seeks best value for money.
- e) This Invitation to Tender sets out how your organisation can tender for the provision of a Grounds maintenance Service to the Council.

## 2. Outline Requirement

- a) This Service includes grass cutting, strimming, shrub bed maintenance and maintenance of public realm 'green areas' as specified in the Appendix C entitled Schedule of Works.
- b) The contract duration will be for an initial Term of 5 years starting on the 1st of April 2024.
- c) The Contractor shall provide a comprehensive Grounds Maintenance Service recognising the Council's aims in maintaining the visual and environmental wellbeing of the area. The Contractor shall ensure that the highest standards of service delivery is provided.
- d) The Council will appoint an Authorised Officer (the Town Clerk) for the purpose of management of this Contract. The Council reserves the right to change the Authorised Officer at any time. For the avoidance of doubt, and in the interests of lawfulness, no individual member (Councillor) is authorised to instruct the Contractor in relation to this Contract.
- e) The Transfer of Undertakings Protection of Employment (TUPE) will apply and therefore it is expected that anyone tendering should be prepared to honour the regulations in full.
- f) The Contractor shall be expected to have visited all parts of the town and to have familiarised itself with the nature of the various areas of the town to which this Contract applies. In doing so they shall be deemed to have made an assessment of any problems likely to be encountered in accessing all land, e.g. due to parked cars or other obstructions such as gates and bollards etc. No payments will be made in respect of additional cost incurred by the Contractor in dealing with any obstruction or access problems.
- g) The Contractor shall continually seek to enhance the performance of the Service within what continues to be challenging financial circumstances through the concept of continuous improvement. This necessitates positive interaction and in particular joint working with the Council and its other partners and stakeholders.
- h) All work detailed in this Specification shall be deemed to be included in the fixed Contract Price for Programmed Work unless specific reference is made.

### **3) Project Schedule**

The following is the proposed timetable for the procurement and implementation of the Service which may be subject to alteration.

Issue Invitation to Tender to Contract Finder	17 <sup>th</sup> January 2024
Contractor Visits to Shaftesbury	January/ February 2024
Tender submission closing date	11 <sup>th</sup> February 2024
Contract Award	20 <sup>th</sup> February 2024
Contract Start	1 <sup>st</sup> April 2024

### **4) Instructions to Tenderers**

- a) If you intend to tender for the provision of the ground's maintenance service to the Council, please read the following instructions carefully and prepare your tender accordingly.
- b) The Council will not be responsible for any costs or expenses you incur in preparing or delivering, or in the evaluation of the tender, nor with any costs or expenses incurred with the formation of a contract should you be successful.
- c) You are deemed to have obtained at your own expense, all information necessary for the preparation of your tender.
- d) Prior to the date for return of tenders, the Council may clarify, amend or add to the documentation. A copy of each such instruction will be issued by the Council to every contractor and shall form part of the tender documentation. No amendment shall be made to the tender documentation unless it is the subject of such an instruction. You should promptly acknowledge receipt of such instructions. If the tenderer alters or seeks to alter the tender documents, other than as noted before, his tender may be rejected.
- e) As soon as practical after receipt of any request for clarification, the Council will respond in writing to all tenderers except where the clarification has been identified by the tenderer, and subsequently agreed by the Council, as being commercially sensitive. The Council will not be bound to respond to any request for clarification of the Invitation to Tender which is received later than the deadline.
- f) Only clarifications made in writing by the Council will form part of the Invitation to Tender documents.
- g) All questions submitted to the Council in writing and answers, will be logged, summarised and promptly issued to all tenderers.
- h) All information contained in the invitation to tender shall be treated as confidential except insofar as is necessary to be disclosed for the purposes of obtaining quotations essential for the preparation of your tender.

### **5) Tender Response**

- a) Please submit a paper or electronic copy of your Tender
- b) Your tender must include:
  1. The completed schedule of prices for the work set out in the Schedule (Appendix E)
  2. Explanations / additional comments that you feel are pertinent to your submission such as background history of your company, along with details of work undertaken for Local Councils
  3. Details of the organisational structure of your company, contact details and names
  4. A copy of your insurance policy – this must cover at least the start of the period of the tender
  5. A copy of your Health & Safety policy and a sample of risk assessments relating to work carried out under this Contract
  6. A copy of your waste carrier registration document or other appropriate licenses

7. Two business references for work that is either currently being undertaken or has taken place within the past year
8. Any brochures or website details of your company
9. The completion of the Health and Safety Assessment Questionnaire and submission of relevant covering documentation
10. A copy of certificates for qualifications covering a cross section of management and operational staff

PLEASE NOTE THAT IF THE ABOVE ITEMS ARE NOT INCLUDED IN YOUR SUBMISSION, THE COUNCIL RESERVES THE RIGHT TO REMOVE YOUR COMPANY FROM THE SELECTION PROCESS.

- c) Where any external reference material, such as brochures, specifications and system descriptions, is used to support your tender, any statements within the reference material which may allow change to obligations or reduce liability, such as "specifications subject to change without notice", or other disclaimers will be regarded as void and shall not form part of the contract in the event that the tender is accepted.
- d) Where a particular section of the tender response relates to information given in another section or in external reference material, then you must ensure that the response is clearly cross-referenced.
- e) All pricing should be stated exclusive of VAT.
- f) A price shall be inserted against each item of the Form of Tender.
- g) Tenders must be priced on an annual fixed price basis. There will be no opportunity to alter the rates tendered during the term.
- h) The option of a 1-year extension is available by agreement from both parties at a maximum uplift equivalent to the rate of RPI applicable at that time.
- i) Tenderers shall be expected to visit the locations where the Services will be performed to satisfy itself as to the facilities for access and all other site conditions likely to affect the accuracy and completeness of tender offers.

## **6) Submission of Tenders**

- a) The original signed tender must be returned in an envelope marked; Tender – Private & Confidential  
  
The Town Clerk  
Shaftesbury Town Council  
Town Hall  
High Street  
Shaftesbury SP7 8LY  
**Or** sent electronically as a PDF file marked Private & Confidential to:  
  
STCconfidentialtenders@Shaftesbury-tc.gov.uk
- b) The signed tenders must be received by no later than 11th February 2024 MIDDAY on the Form of Tender attached at Appendix E

## **7) Evaluation of Tenders**

- a) The Council may seek confirmation that suppliers meet the Council's minimum levels of economic and financial standing or technical or professional ability, originally stated in the contract notice, at any time.
- b) Tenderers must be financially sound. STC may use an external credit reference agency and, in addition, may seek copies of accounts and annual reports for larger contracts. We expect tenderers to have been trading long enough to have published accounts and developed a client base.

- c) The contract will be awarded on the basis of the most economically advantageous offer having regard to:
1. The Total Cost of the service (60% of the total score)
  2. The Quality of the solution in terms of functionality and infrastructure (40% of the total score) takes into account issues such as; technical merit, environmental characteristics, cost effectiveness, local knowledge of Shaftesbury and its unique landscape and company credentials. This information will be gleaned from the information required in 5b.
  3. The Council shall be under no obligation to accept the lowest tender or award a contract for all or any part of the requirement set out in the Invitation to Tender, to any tenderer or at all.
  4. You may be required to answer any Council queries on your proposal and to attend formal meetings with the Council during the tender evaluation period. Additionally, the Council may wish to visit tenderers' premises to view the facilities and systems that may be used to deliver the service.
- d) Any contractor who directly or indirectly canvasses any member or official of the Council concerning the award of the contract for the provision of the Goods/Services, or who directly or indirectly obtains or attempts to obtain information from any such member or official concerning any other tender for the Goods/Service will be disqualified. If discovery occurs after the award of the contract, the Council shall then be entitled to summarily terminate the contract.

#### **8) Awarding of the contract**

- a) The successful Contractor will be contacted by phone and letter once the Contract has been awarded.
- b) The successful tender together with the Council's written acceptance shall form a binding Agreement in the terms of the Contract documents.

## **Appendix A**

### **Standard Condition of Contract**

#### **1) Contractor staff and resourcing**

- a) The Contractor shall appoint a local Contract Manager who is local to Shaftesbury.
- b) The Transfer of Undertakings Protection of Employment (TUPE) will apply and therefore it is expected that anyone tendering should be prepared to honour the regulations in full.
- c) The Contractor shall ensure that properly qualified and experienced staff are recruited, trained and managed to fully meet the requirements of the Contract.
- d) All Contractor's employees and any others employed by the Contractor in the delivery of the service related to this Contract must wear badged uniform. All Contractor's employees shall wear the approved uniform at all times whilst working in public in association with the delivery of Services related to this Contract.
- e) The Contractor will provide its employees with all relevant Personal Protective Equipment (PPE) i.e. boots, reflective vests, ear defenders etc... which must be worn as necessary.
- f) The Contractor is not permitted to erect any advertising or sign boards at the locations covered by this contract.
- g) The Council reserves the right to be the first to publicise any work that is undertaken by the Contractor in the form of press releases, social media and PR announcements. The Contractor is required to obtain consent for any publicity relating to work undertaken for the Council, that they wish to use, before publishing.

#### **2) Contract management**

- a) Any changes to personnel by either party shall be notified to the other party as soon as is reasonably practicable.
- b) The Council would be happy to provide and may also invite two-way feedback on managers' performance as part of any formal appraisal scheme.

#### **3) Restricted access sites**

- a) The Contractor shall make its own arrangements for access as may be required to the land. The Contractor must only access the land by the permitted routes and shall be responsible for ensuring that gates etc. are left properly secured each time after their use. The Contractor shall be responsible for any necessary remedial services arising from such use no matter how caused.
- b) The Contractor shall be responsible for any keys as may be provided to enable such access and shall return them at the end of the Contract. The Contractor shall be liable for the full cost of replacing any lost keys.
- c) The Contractor shall be liable for any costs incurred by the Council in the event of the Contractor failing to secure locked gates etc.

#### **4) Contract Monitoring**

- a) The Contractor shall ensure that arrangements are in place to enable contact at all reasonable times.
- b) The Authorised Officer has the right to inspect all of the services executed by the Contractor at any time.
- c) Joint inspections shall be undertaken at least twice yearly, by the Authorised Officer and Contractor to assess performance and quality of work completed in each area.
- d) The Authorised Officer may require the Contractor to undertake joint inspections of areas of land which are part of this Contract where there has been a complaint. Thereafter the Contractor shall advise the Authorised Officer of the subsequent action taken if the complaint is deemed by the Authorised Officer to be justified.

- e) The Contractor shall carry out his own monthly performance monitoring of the Contract and provide evidence of this activity on completion.
- f) The Authorised Officer will inform the Contractor of any services requiring rectification and will specify the time for completion following receipt of instruction. The Contractor shall rectify any of the Service failures within the prescribed time scales. The Authorised Officer will specify timeframes that are considered reasonable according to the circumstances.
- g) The Contractor must comply with the Health and Safety at Work Act 1974 and any other legislation pertaining to the health and safety of employees.
- h) From time-to-time health and safety audits will be carried out by the Authorised Officer.
- i) The Contractor will make available to the Authorised Officer a copy of their proposed Annual Maintenance Plan at the start of each year of the contract. The plan will show the planned dates when works are to be carried out throughout the year and shall be approved by the Authorising Officer prior to works commencing.
- j) Deviation from the approved Annual Maintenance Plan, due to poor weather, mechanical breakdown etc must be reported to the Authorised Officer and a new date stated.
- k) At the end of each month the Contractor will submit completed work plan to the Authorised Officer for "sign off" as confirmation of completed works.

## **5) Duration of Contract**

- a) The duration of the Contract will be from 1st April 2024 until 31st March 2029.

## **6) Payment**

- a) The annual Contract Sum shall be paid in equal quarterly instalments upon receipt of invoice.
- b) Invoices presented for payment must include a schedule of works completed during the relevant period including the dates of work.

## **7) Insurance**

- a) The Contractor is required to have a minimum of £10m public liability insurance.
- b) The Contractor shall indemnify the Council against any claim or proceedings for any injury or damage to any property or persons or animals as a result of negligence, poor workmanship or failure to notify the Council of any action likely to cause injury or damage to a third party.

## **8) Health and Safety**

- a) The Contractor shall at all times comply with all statutory and other provisions to be observed in connection with the Service and in particular the requirements of the Health & Safety at Work Act 1974 in addition to any other legislation pertaining to health and safety.
- b) The Contractor shall provide the Service safely and in a manner which is not likely to cause injury or be detrimental to the environment.
- c) The Authorised Officer may suspend the Service under the terms of the Contract in the event of non-compliance by the Contractor for the failure of complying with health and safety law, regulations and procedures. All additional costs, fees and expenses occasioned by such suspension shall be borne by the Contractor, including those costs incurred to return the programme of works back to schedule.
- d) On awarding of the contract, and prior to the start date the Contractor will provide: -
  1. A full suite of Risk Assessments, Safe Systems of Work and Method Statements for all works undertaken
  2. Contact details of the individual in the organisation responsible for coordinating Health & Safety
  3. Copies of all COSHH assessments associated with products to be used on this contract
  4. The Contractor shall provide copies of their Health & Safety Policy and Statement, Employers and Public Liability insurances

## **9) Vehicles, Plant and Equipment**

- a) The Contractor shall at all times provide, replace and maintain in good repair and condition all vehicles, plant and equipment necessary for the performance of the Services associated with this Contract.
- b) All vehicles shall remain fit for their intended purpose to the satisfaction of the Authorised Officer.
- c) So far as is reasonably practicable all vehicles shall be capable of working without causing spillage or nuisance. In the event of any type of leakage or spillage the Contractor shall take immediate action to effect proper containment and clear up. The Contractor shall notify the Authorised Officer as soon as practically possible of any spillage likely to give rise to damage to the environment including the highway surface or pollution of road gullies, ditches, Sustainable Drainage Systems (SUDS) and any land subject to protection, e.g. Sites of Special Scientific Interest (SSSI).

## **10) Termination of contract**

- a) In the event the Contractor fails to provide the Service or any part thereof in accordance with the Schedule of Works and they are not addressed to the satisfaction of the Authorised Officer, the Council shall be entitled to make alternative arrangements to rectify the situation, the costs of which will be borne by the Contractor.
- b) The contract may be terminated by the Council following repeated or persistent breach of performance of the works or gross misconduct by giving no less than four weeks' notice in writing.



## **Appendix B**

### **Specification of Works**

#### **1) The Programme**

- a) The Contractor shall deliver the Services according to an agreed Schedule of Works (Appendix C), which shall clearly indicate how the work shall be undertaken in compliance with the provisions of this Contract as part of a regular annual cycle. The method of work shall also include for pre and post inspection records.
- b) The Schedule shall contain such information as commencement dates etc. The Authorised Officer will provide all available information to assist the Contractor in the formulation of the work. Once agreed, any significant deviation from the delivery of the Schedule shall be reported to the Authorised Officer. For the purposes of this Clause any variation of 7 days or more against the scheduled Schedule of Works is also to be reported. In considering the Schedule the Authorised Officer will have regard to times of operations etc and may, if considered unreasonable, direct that they be amended. In preparing the Schedule for approval the Contractor will be expected to deploy his resources in order to minimise nuisance and disruption to the general public.
- c) All other work shall be considered as non-programmed work and is referred to as Provisional Items in Clause 6 of the Schedule of Works.
- d) All Programmed work shall be the Contractor's first priority. Non-Programmed work shall still be undertaken but not in such a way as to compromise this obligation without the authority of the Authorised Officer.

## **Appendix C**

### **Schedule of Works**

#### **1) Grass maintenance**

##### **General**

- a) The Contractor may use the machinery and methods as they think best to achieve the standard of grounds maintenance required by Shaftesbury Town Council (STC) Town Council.
- b) Grass maintenance will be carried out when soil conditions are suitable, the frequency of the mowing will depend on conditions, and it is the responsibility of the Contractor to carry out mowing during the normal growing season. The 'typical' grass cutting season will run from the end of March through to the end of October. In view of the climatic conditions that may prevail in the town it is possible that some mowing may be necessary to continue until November.
- c) All grass areas shall be inspected prior to the commencement of any grass cutting, all litter, stones, branches, and other debris that have the potential to cause personal injury or damage to machinery, equipment and installations shall be removed and disposed of by the Contractor.
- d) Under no circumstances should litter or rubbish be shredded as a result of grass cutting operations. Any debris allowed to pass through the mower must be removed afterwards.
- e) The Contractor will complete the mowing, strimming etc. of one area before moving onto the next. Wherever possible mowing work shall be carried out systematically from area to area.
- f) Some grass areas have naturalised bulbs, during the spring season, please avoid cutting these. Where bulbs appear, the immediate area around the bulbs shall not be cut for a minimum of six weeks after flowering has finished. Once bulbs have "died off" these areas shall be cut, and all arisings removed from site.
- g) Once grass cutting has commenced on an area, it shall be completed without delay, this includes all associated strimming activities, and the blowing of arisings from roads, paths, play areas and areas of hard standing.
- h) If inclement weather prevents the specified grass cutting being carried out or if carried out would create damage to the surface of grass areas, i.e., cause divots, ruts, puddling or scalping in dry or wet weather, operations shall cease and immediately inform the Authorised Officer.
- i) The Contractor must take particular care when mowing near members of the public, animals or parked cars.

The Contractor shall ensure that all grass cuttings are removed from the machines before proceeding onto the Highway.

##### **Standard**

- a) As a guide mowing must be to BS7370, Part 3, Appendix A.
- b) The basis of cutting and maintaining the grassed area is that all grass inclusive of all boundaries and edges are cut cleanly and evenly to the same height without damaging the existing surfaces.
- c) The objective is to achieve a regular, appropriate, and uniform cut of grass, consistent with the purpose for which the grass will be used.
- d) Mowing will take place over all areas of grass up to paving, kerbs, fencing, walls and other boundaries or obstacles. All soft vegetation growth such as clover and the like shall be deemed to be part of the grass covering the areas to be mown under the contract.
- e) All grass cutting equipment shall be maintained in a condition that avoids 'ribbing', and to ensure an even, uniform finish to the grass.
- f) Should the Contractor cause damage to the surface or levels of the ground or create divots during grass cutting operations whether or not the Authorised Officer has agreed to such operations take place, the Contractor shall reinstate such damage to the satisfaction of and within the time period stipulated by

the Authorised Officer. In failing to do so, the Authorised Officer may instruct other persons to carry out such work with the cost of so doing being deducted from monies due to or becoming due to the Contractor or recovered as a debt.

- g) The mowing speed must be controlled so as to achieve the best standards of finish. The operator must ensure that all movement of the machine, whether mowing, turning or in transit, does not damage the sward or its visual appearance. Particularly care must be taken to avoid skidding, balding or the effects of fast turns. Should damage occur, the Authorised Officer will instruct the Contractor to reinstate the area promptly at this own expense. h) A cut shall consist of as many passes in as many directions with the appropriate machinery or equipment as is necessary to cut all the grass cleanly and evenly to the standard required by the Council and the satisfaction of the Authorised Officer. This is of particular application when during wet weather the grass is “laid down” by machinery or any other course giving the appearance of having been cut evenly but subsequently “springs up”. In such instances, the area will have been deemed not properly cut and the Contractor will be required to recut or take such action at his expense so as to provide the required standard of finish.
- h) Other than specified areas cuttings shall be mulched and left evenly distributed across the grass sward on the areas cut leaving no areas of clumping or windrows visible on completion of each cut. However, if that would lead to an unacceptable appearance or adversely affect the condition of the grass, the Contractor will be required to re-cut to uniformly disperse the grass or to remove arisings from site at their own expense.
- i) Grass shall be cut using appropriate machinery at intervals which will provide an averaged finished height of no more than 40mm after cutting.
- j) During an average season it is anticipated that 12 cuts will be required between March – November inclusive depending on the growing season (with an additional 2 cuts to be authorised if necessary).
- k) Further cutting on limited areas for safety reasons may be ordered by the Authorised Officer as and when necessary, throughout the cutting season. To improve biodiversity a 1 metre diameter should be left at the base of all trees with an annual grass cut undertaken and the removal of arisings.
- l) Use of chemicals rather than strimming to control grass around obstructions in the grass (e.g. benches) is not permitted.

## **2) Strimming**

- a) Grass must be cut as close as possible up to grave memorials, paving, kerbs, walls, fences, benches, play equipment, etc and around obstructions without causing damage. Any accidental damage must be reported to the Authorised Officer as soon as possible.
- b) Cutting as aforementioned shall be undertaken as the same standard and frequency as that applied to the main area using methods, tools and machines as appropriate. The cutting of such areas shall be undertaken on the same day as the main area.
- c) Growth regulators and contact herbicides are not allowed.
- d) All grass cutting regimes shall be strimmed after each cut and to a height to match that of the area that has been cut to ensure continuity where required. During strimming, adequate precautions must be taken to protect all trees from damage and ring barking as well as the protection of passing vehicles and members of the public.
- e) Any damage or injury to vehicles or members of the public caused through the actions of the Contractor will remain the responsibility of the Contractor and no liability or claim will be placed on the Town Council.
- f) Any damage to trees caused through the actions of the Contractor must be reported to the Authorised Officer. Any cost for replacement trees or Arboriculture works will be the responsibility of the Contractor.

## **3) Management of Weeds including invasive species such as Japanese knotweed**

- a) The Contractor shall manage and treat all such plants as defined by the Weeds Act 1959 as part of the Schedule of Works and according to industry standards.

In relation to this Provisional Item the term Weed Control covers all herbicides, algaecides, mossicide and similar products.

- b) HERBICIDES and pesticides, and specifically including glyphosate, are not to be used on any STC-controlled land, unless exceptional circumstances demand it as a 'last resort'. The exceptional circumstances are solely and only:
  - 1. Where no viable alternatives exist for the control of non-native invasive plant species specifically listed in S9 of the Wildlife and Countryside Act 1981, notably Japanese Knotweed.
  - 2. Where no viable alternatives exist for the control of invasive plant species on historic structures and scheduled monuments, such as Valerian.
  - 3. 'No viable alternatives' will be defined and assessed by STC and advice sought in consultation with our approved ecologist on a case-by-case basis, adhering to strict criteria relating to efficacy, safety and cost.
  - 4. STC will have the final decision on management of invasive species. STC will ensure this protocol/method statement is strictly monitored and firmly enforced
  - 5. All personnel applying chemicals, once approved, must have PA1 and PA6 certificates of competence (or equivalent) or be under the direct and close control of personnel possessing such certificates as laid out in the Control of Pesticides Regulations 1986, of the Food and Environment Protection Act 1985.

The Contractor, at the start of the contract must make available to the Authorised Officer for inspection the original certificates of competence

#### **4) Wildflower Areas**

- a) Wildflower meadow grass areas are to be cut to no less than 75mm with suitable flail equipment, on one occasion per year in October the arisings from which shall be left on site for no less than 7 days and no more than 14 days then collected and removed off site.
- b) Colonies of wildflowers growing shall be notified to the Authorised Officer who may suspend the mowing of these areas in order to allow the plants to flower and seed.

#### **5) Bed Maintenance – General**

- a) The Contractor is made aware that there are a number of volunteer groups within the Town that help to maintain some of the Beds covered within this tender. The utmost care must be taken in maintaining these beds so as not to damage/disturb any bulbs/herbaceous plants.
- b) All beds as detailed in the Site Plans (Appendix D) shall be maintained to the specified frequency of one visit per month.
- c) The Contractor shall visit and carry out routine maintenance to each of the shrub beds, which shall include Weed control; Hoeing; Hand weeding; Cut back grass edges; Shrub pruning; Raking of mulch; and Litter removal.
- d) Weed control to shrub/herbaceous beds shall be carried out by Hand Weeding. Hand Weeding means the removal of all weed and root or rhizome growth, without the use of mechanically powered tools and without the use of chemicals. The Contractor shall take care, to remove no more than a minimum amount of soil, during Hand Weeding operations.

- e) On completion of Hand Weeding operations, all exposed surfaces shall be returned to the Contract Standard. Where the area is mulched, any disturbed mulch shall be replaced and reformed to provide the specified depth of mulch material. Care shall be taken in the use of hand operated tools so that the roots of existing plants are not severed or exposed, and / or stems, bark and foliage of existing plants are not damaged in any way.

### **Standard**

All work specified in this section shall be carried out in accordance with BS 4428, General Landscape Operations.

- a) Routine maintenance tasks shall include:
  - 1. The cutting down of all herbaceous stems at the appropriate time of year and thoroughly tidying the beds
  - 2. The cutting/trimming back of plants overhanging surrounding grass areas to retain shape and extent of bed or border.
  - 3. When small to medium size trees are in beds and borders you shall include the removal of broken, dead and low branches along with basal growth and the replacement of stakes and adjustment of ties
  - 4. On each visit the bed shall be thoroughly weeded, all litter, rubbish, fly tipping, leaves and other debris removed off site
  - 5. Edging back using long handled shears all grass edges, where edges have been damaged or are not defined reform and maintain a new edge using a half-moon
  - 6. Suckers found around the base of plants are to be removed at the point of attachment to the plant
- c) Autumn leaf cover shall not exceed more than 15% of the beds' area. Leaves shall be removed from the beds during November and December. The areas around beds and borders are to be left clean and tidy. All leaves and other arisings shall be collected and disposed of.
- d) The shrubs must be kept so as to prevent them from becoming a hazard to passing pedestrians, vehicles, street name plates and direction signs. The shrubs must be prevented from becoming too tall or overgrown.
- e) Ground cover shrubs must never be allowed to become leggy, but pruned to a dense even cover which discourages weed growth.

### **Annual Maintenance**

#### **Pruning**

- a) The purpose of pruning is to build a strong framework keeping shrubs healthy and vigorous, maintaining the shape and balance; ensuring the maximum amount of flowering wood is produced and that the shrubs are kept so that they do not create a nuisance or danger
- b) Pruning of individual shrubs shall be carried out in accordance with one of the following instructions and to the entire satisfaction of the Authorised Officer.
- c) Light shaping and removal of dead and diseased wood. Shaping shall be carried out in late spring, remaining pruning to be carried out when required
- d) Remove all wood that has borne flowers, retaining the young wood to ripen and produce flowers the following year. Pruning shall be carried out immediately after flowering
- e) Remove completely one or two old stems, cut back younger flowering shoots to fresh growth of the main branches. Thin out crowded shoots and remove weak twigs. Pruning shall be carried out between November and March
- f) In February or March cut back previous season's wood to within two or three buds of the old wood

- g) Prune or trim back all growth causing nuisance of interference on roads, paths buildings, street furniture and the like.
- i) Any shrubs that cause an obstruction to pathways, door access, light or vehicle sightlines, must be pruned to remove the said obstruction.
- j) All dead herbaceous material, leaves, seedheads, etc shall be cut to ground level by March the following year and all arisings removed.
- k) All arisings from works associated with bed maintenance shall be disposed of by the Contractor at the end of each working day to recognised registered and licensed site of disposal. On completion of each day's work the whole area shall be left in a clean and tidy condition to the entire satisfaction of the Authorised Officer.

### **Mulching**

- a) On the prior instruction of the Authorised Officer all beds will be required to receive an annual mulch dressing, or an existing mulched bed topped up with an approved mulch. This work shall be carried out in February / March.
- b) Beds receiving mulching shall receive a mulch dressing of Amenity Bark Mulch with a particle size of 30 to 73mm and dark brown in colour to a consolidated depth of 50mm.
- c) The Amenity Bark Mulch must be certified by the Forest Stewardship Council, be 100% peat free, fire resistant to BS 4790:1987 standards and be neutrally acidic.

### **Reforming edges**

- a) All beds that have a grass edge shall have the edge reformed once a year in February / March.
- b) The edge to be reformed shall be cut back and trimmed using a half-moon edging iron to straight lines and smooth curves as appropriate.
- c) Using the half-moon edging iron form back the edges of the bed by pushing back the soil to give an angle of 45 degrees, so that the finished level of the bed is slightly above the surrounding grass area.

## **6) Hedge Cutting**

- a) Hedges shall be cut and maintained at a height and width suitable for their location. Cutting, pruning, or trimming shall take place to the point of the previous year's cut to even straight lines or flowing contours with the ground. No hedges shall be cut between March and August inclusively. No hedges shall be reduced beyond previous year's height or width without the prior agreement of the Authorised Officer.
- b) Where hedges are found to house nesting birds Operatives shall cease cutting the hedge in the immediate vicinity of the nest.
- c) Formal hedge maintenance includes;
  - 1. Pruning as instructed by the Authorised Officer
  - 2. All species shall be pruned in accordance with recognised horticultural practices
  - 3. Where a hedgerow contains several species, the treatment and pruning times shall reflect that of the faster growing dominant species
  - 4. Retaining regular line and shape, with the top width being less than the base
  - 5. Retaining sight lines and visibility splays for highway purposes
  - 6. Removing overhanging growth from footways, carriageways, street signs and low-level bollard type street lights at all times
- d) All hedge bases abutting grass edges shall be redefined to a straight edge following the line of the hedge using a half-moon edging iron.
- e) Litter will be removed from hedge bases.
- f) All arisings will be removed from site and disposed over at the Contractor's expense.

- g) Operatives shall use equipment suitable for the standard of hedge, the species composition and in accordance with the correct horticultural practice. Hedge cutting shall be carried out using appropriate correctly set and sharp tools to provide a clean and even cut, with no jagged edges or split or broken stems.

#### **7) Leaf Clearance**

- a) Remove Autumn leaf fall from grass, shrub beds and hard standing area as directed by the Authorised Officer.
- b) All arisings will be removed from site and disposed over at the Contractor's expense

#### **8) Mampitts Cemetery and Closed Churchyard - Bury Litton**

- a) The Council is responsible for maintaining the closed churchyards at Bury Litton.
- b) It should be noted that the grounds contain graves and special care is required in respect of headstones and floral tributes and their containers at Mampitts cemetery. Any damage caused must be reported to the Authorised Officer immediately.
- c) All operations will comply with the aforementioned specifications.

#### **9) The Environment**

- a) The Contractor shall ensure that every effort is made to prevent pollution of the environment and harm to human health. Where possible and practical, only biodegradable, non-toxic, non-hazardous materials and substances shall be used in carrying out the Service.
- b) The Contractor shall take all reasonable precautions to minimise noise from any vehicles, plant and machinery used in the delivery of the Service.
- c) The Contractor shall make arrangements to ensure that litter and organic waste e.g. leaves are segregated to enable recycling and composting.
- d) The Council aspires, as far as is practically possible, to prohibit the use of peat or peat-based products.

#### **10) Waste disposal (including organic waste)**

- a) The Contractor shall be registered to the satisfaction of the Council, prior to commencement of the Contract, as a waste carrier and shall meet all costs in connection with this registration.
- b) Unless otherwise agreed by the Authorised Officer, the disposal of waste generated in the execution of this Contract by burning other than in an approved processing facility is prohibited.
- c) All organic/green waste (including leaves) collected in the delivery of this Contract must be diverted from landfill. Litter and other contaminants shall be removed from such waste as far as is practicably possible.
- d) The Contractor shall make his own arrangements for the disposal of organic/green waste. The cost of the disposal of all green waste, leaves and contaminates collected within the green waste shall be borne by the Contractor.
- e) The Contractor shall include all waste disposal costs within their Fixed Price submission.

#### **10) Reporting loss, damage, or theft**

- a) The loss or damage (whether malicious or accidental) of any item or property belonging to the Council shall be reported to the Authorised Officer as soon as is practically possible. The Contractor shall also advise any damage caused in the delivery of this service to any privately-owned property. Reports must include details of the circumstances in which the theft or damage occurred and proposals as to how the loss/damage is to be rectified. Any loss e.g. theft or major accident likely to give rise to external interest or damage the Council's reputation must be reported as soon as possible to the Authorised Officer.

- b) Claims for loss, theft or damage shall be dealt with by the Contractor as soon as is reasonably possible. The Contractor shall respond in writing to all such claims within 5 working days, notifying the claimant of the Contractor's claims procedure and giving a point of further contact. All correspondence shall be available to the Authorised Officer if requested.

#### **11) Materials and Consumables**

- a) Where not specifically required or otherwise negotiated as an additional cost within the terms of this Contract the Contractor shall supply within the Fixed Price Sum all necessary materials and equipment associated with the provision of this Contract.
- b) The Contractor shall use materials and equipment that have a British or European Standard wherever possible. Where no such specific Standard applies then all materials shall be of the highest industry equivalent commensurate with the purpose for which they are to be supplied.
- c) The Authorised Officer shall have the right to inspect any material to be used in connection with the Contract and may reject its use if not satisfied that it meets the required standard.

#### **12) Changes in methods of service delivery**

- a) The Contractor shall consult and discuss with the Authorised Officer in advance any proposals for significant changes to the method of Service delivery.

#### **13) Provisional Items**

##### **Arboriculture**

- a) Tree Inspection works/ Risk Assessments are carried out on an annual by an independent Arborist in accordance with the recommendations contained within BS 3998:2010 and BS 5837:2012.

Work will only be carried out on receipt of an additional works request.



## Appendix D Site Plans

### 1. Overview of management schedule - Grass Cutting/Strimming/ Horticulture/ General

\*All sizes are approximate

Site name	Schedule
Mampitts Cemetry	Area including gravestones
Bury Litton	Area including gravestones Hedge management
Park Walk including the Rose Garden	Amenity Grassland
Pine Walk inc land south of Love Lane	Management of beds Management of leaves
Wincombe Recreation Ground	Amenity Grassland Woodland area
Castle Hill	Amenity Grassland Management of Slopes (1 metre from fence only)
Queen Mothers Garden	Amenity Grasslands Management of beds
Barton Hill Recreation Ground including car park	Amenity Grassland Hedge management
Cockram's Recreation Ground	Amenity Grassland Hedge management
Ash Close	Play Area – general Hedge management
Gower Road	Play Area – general Hedge management
Enmore Green	Play Area - general Hedge management
Verges and roundabouts including Lawrence House and Grosvenor Road bank	As specified on SLA map
Grosvenor Road bank	Amenity Grassland Wildflower area
Bray Allotments St James Allotments A30 Allotments Mampitts allotments	Hedge and pathway management
Enmore Green Playing Field	Amenity Grassland Hedge management
Donkey Field	Entrance banks and grassland (leave)
Swimming Pool (Lido)	Management of beds
Brionne Gardens	Amenity Grassland Management of beds Management of leaves
Various amenity areas (see spreadsheet)	Verges
Rutters Close, Christy's Lane buffer strip,	Amenity grassland
Great Ground	Amenity Grassland
Tout Hill	Removal of vegetation from wall
Salisbury Street Green	Amenity Grassland Wildflower area Pathway management

## Appendix E Form of Tender QUOTATION FOR FIVE YEAR CONTRACT

**FIRM PRICE by Site** *(blank Excel spreadsheet provided as a separate document within the tender pack)*

What3Words	Description	Location	Size (hectares)	Maintenance Required	Contract Sum
///sandpaper.observer.usual	A30 Allotment Site inc car park	Salisbury Rd/Orchid View	0.7763	Hedges, footpath and main pathways	£ -
///conveying.signs.candle	Bray Allotment Site	Off Ivy Cross Roundabout	0.1357	Hedges and main pathway NB size is for whole area inc allotments	£ -
///sporting.deaf.proudest	St James (Legg) Allotments	St James	0.9491	Hedges, pathways NB size is for whole area inc allotments	£ -
///contour.doted.masks	Mampitts Allotments	Mampitts Road	0.2481	Hedges, pathways	£ -
///lifelong.celebrate.gains	Swimming Pool	Barton Hill	0.0028	Garden, pathways	£ -
///pack.gracing.handsets	Park Walk Inc Rose Garden	Park Walk	0.3934	Grass, garden, hedges, pathways, banks	£ -
///dupe.selection.wardrobe	St James Park	St James	2.3089	Grass cutting, slopes, steps, pathways	£ -
///sublet.auctioned.flattery	Castle Hill Green	Land Lying North of Bimport	0.8135	Grass cutting	£ -
///toddler.talents.tram	Ash Close Play Area	Ash Close	0.2597	Grass cutting, hedges	£ -
///sponge.clenching.flames	Enmore Green Playing Field	Enmore Green	0.0500	Grass cutting, hedges	£ -
///rotations.living.resources	Donkey Field	Enmore Green	inc in above	Maintain close mown grass (cut and leave), cut entrance banks twice yearly, grass in orchard 3 times a year	£ -
///suspect.easily.shuts	Grosvenor Road raised verges	Grosvenor Road	0.4568	Grass cutting, maintain wildflower area	£ -
///prompts.oldest.deriving	Mampitts Cemetery	Mampitts Road	0.7900	Grass cutting, hedges	£ -
///pelting.inversion.everybody	Wincombe Lane Recreation Park	Wincombe Lane	2.7060	Grass cutting, hedges	£ -
///homing.freezers.seagull	Pine Walk	Park Walk	0.1995	Pathway, grass verge	£ -
///fortnight.hooked.venturing	Land on the south side of Love Lane inc Stoney Path	Park Walk	0.3783	Pathway, banks	£ -
///indulgent.restored.caressed	Land at the bottom Tout Hill (corner of Yeatmans)	Tout Hill	0.0355	Grass verge	£ -
///grasp.inspector.bluffs	Rutter Close and Dogwood Hedge	Rutter Close	0.0764	Grass cutting and hedge	£ -
///terms.congratulations.redeeming	Christys Lane Buffer strip	Christys Lane	0.3330	Maintaining buffer strip	
///hides.loved.upwards	Land at Linden Park	Linden Park	0.1948	Grass cutting	£ -
///loosed.lecturing.recline	Jeanneau Close Buffer Strip	Christys Lane	0.2756	Maintaining buffer strip	£ -
///blushed.servicing.belly	Land at St Lawrence House	Bleke St	0.0015	Grass verge	£ -
///sponge.clenching.flames	Enmore Green Play Area	Enmore Green	0.0349	Grass and hedges	£ -
///saga.handover.noting	Queen Mother Garden	Castle Hill	0.1056	Grass and garden	£ -
///limped.following.typist	Land at Great Ground	Great Ground	0.0264	Grass (plants currently maintained by residents.	
///defeat.lawful.questions	Gower Road Playing Area	Gower Road	0.2168	Grass cutting, hedges	
///swift.ringside.strikers	Four spaces of open land adjacent to Brionne Way and Imber Rd	Various	0.0973	Grass cutting/verges	£ -
///expiring.fancy.tall					
///heave.asking.encrusted	Cockrams Play Area, plus Coppice St Hedge	Coppice St	0.9469	Grass cutting, hedges include roadside hedge from Football Club to Christys Lane	£ -
///mills.nails.react	Barton Hill Car Park	Barton Hill	0.1254	Hedges/verge	£ -
///unlimited.daunting.licks	Land at Salisbury Street Green	Salisbury Street Green	0.0127	Grass cutting, pathways.	£ -
///convey.skylights.stream	Brionne Gardens	Bleke St	0.0435	Grass cutting, garden	£ -
///massaging.universally.cabinets	Barton Hill Recreation Field	Barton Hill	1.1772	Grass cutting, pathways, hedges	£ -
///scowls.beaks.develop	Land lying to the south of Tout Hill	Tout Hill	0.1899	Remove overgrown vegetation from wall	£ -
///isolating.testers.verb	Bury Litton	St Johns Hill	0.2322	Old burial ground, ancient monument, maintain	£ -
		<b>Sub Total</b>	<b>14.59</b>	<b>Hectares (NB this includes entire allotments sites)</b>	
///headers.builder.monument	DC Verges, Roundabouts (x2) and Estate Verges				£ -
///groomed.newsstand.impresses	(refer to separate map of these areas within the tender pack )				
Please use the editable Excel document of this table which is part of the tender pack		<b>Grand Total</b>			£ -

**Appendix E Form of Tender QUOTATION FOR FIVE YEAR CONTRACT**

*Continued*

**Total Fixed Price per year £.....(include any provisional sums/ contingency)**

**Total Fixed Price for 5-year Contract £.....**

**Total Fixed Price for 5-year Contract In words .....**

**NAME.....**

**SIGNED .....**

**DATE .....**

**Appendix F**  
**Business Qualification Questionnaire**  
**Details relating to Prospective Tenderer**

Name: .....

Address: .....

Telephone number: .....

Email: .....

Contact Name and Position in Company: .....

Nature of Business: .....

If the Business is a Company: .....

Is it a Subsidiary of another Company? .....

If yes, please give details: .....

Date of Business formation: .....

Please state number of grounds maintenance employees: .....

Please give any other details, which you feel may be relevant, for example, similar Contracts

in the area or for similar authorities, etc:

Signed : .....

Position : .....

Date : .....

## Appendix G – Contractor Questionnaire

### Health and Safety Assessment Questionnaire

To be completed by the contractor in all cases. Failure to do so may result in the contractor being removed from the company's approved selected list.

#### General

Name of Company:	
Telephone number:	
Contact for further information:	
Email address:	
Trade/Activity:	

Please complete this questionnaire as part of our contractor review process.

Please supply a copy of your Health and Safety Policy/Statement	Attached YES/NO
What is the nature of your business?	
Approximately how many people are directly employed by your company?	
Total no. of persons indirectly working under your control at any one time?	
Please provide copies of your Employers' & Public Liability Insurance and, if applicable, Professional Indemnity Insurance	Attached YES/NO
Please provide contact details of the individual in your company responsible for coordinating Health and Safety matters	
Attach, your latest Company accident statistics.	Attached YES/NO

During the past 3 years has any person, not being an employee or person working under your control, for example, a member of the public, been injured as a result of your work activity? If YES, please provide details	
How does your organisation ensure that plant, equipment, and vehicles for use are kept in a safe condition and good state of repair?	
Has your company or individuals employed by your company been prosecuted for breaches of health and safety within the last 5 years? If YES, please provide details	
Who acts as your company Health and Safety Advisor/supervisor or any other organisation acting in that capacity on your behalf?	Name:  Address:  Telephone:  Details of safety qualifications held:
Do you employ sub-contractors or agency staff? If YES, please provide contact details	
Does your company assess the health and safety competence of companies with whom you place contracts? If YES, please give details	
Please provide copies of relevant Risk Assessments, Method Statements and Safe Systems of Work.	Attached YES/NO
Please provide COSHH assessments for materials that you will be using on site	Attached YES/NO

### Declaration

I hereby declare that the above information is true to the best of my knowledge and belief, and I understand that if false information has been given, this will be deemed grounds to terminate any contract that may be entered into.

Signed:

Print name:

Date:

Title/Position:

For (Company):

Please ensure you have provided up to date copies of the following:

**Checklist (please tick)**

Health and Safety Policy/Statement

☐

Employers' & Public Liability Insurance and, if applicable, Professional Indemnity Insurance

☐

Latest company accident statistics

☐

Accident Reporting/Investigating Procedure

☐

Relevant Risk Assessment for tasks being carried out

☐

Relevant Method Statement for tasks being carried out

☐

Certificate of Competency

☐

COSHH Assessment

☐

Safe Systems of Work

☐