

# ODIHAM PARISH COUNCIL CEMETERY MAINTENANCE CONTRACT 2022-25 TECHNICAL SPECIFICATION





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#### 1. General Introduction

#### Introduction

- 1.1.1 Odiham Parish Council manages the Cemetery on King Street Odiham and is committed to maintaining this space to a high quality for use by local residents and visitors and in respect of those interred there.
- 1.1.2 This specification includes details of the number of expected maintenance visits throughout the annual cycle, to be undertaken as a minimum. Contractors should allow however for additional maintenance visits that they consider necessary in order to achieve the standards set out in this specification.

#### Performance management

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

## Works to be undertaken

- 1.1.4 The work to be undertaken is fully described in the Specification and Schedule.
- 1.1.5 All works as specified are to be provided by the Contractor within the Annual Sum except where otherwise provided in this specification or elsewhere in the Contract Documents.
- 1.1.6 The whole of the work shall be carried out in accordance with the principles and practices of accepted and recognised horticultural standards.
- 1.1.7 The Contractor must ensure that the Employer's property and that of the memorial owners is protected against accidental or negligent damage which may be occasioned through undertaking the works specified.
- 1.1.8 Any damage occasioned by the Contractor in carrying out the works contracted shall be immediately reported to the Employer. The property shall be made safe and further repaired to the satisfaction of the owner or agent of the property at



- the earliest convenient time, or as directed, and at the sole cost of the Contractor.
- 1.1.9 The Contractor shall be responsible for acquiring any necessary permits to complete the Schedule and any repair works.
- 1.1.10 Any proposals relating to tree surgery on the site are to be referred to the Employer for their consideration and prior agreement.

## Waste disposal

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

#### Access

- 1.1.12 The Contractor shall have free access to enter the land, but bearing in mind the need for sensitivity given the use of the area for interment.
- 1.1.13 The Employer undertakes to advise the Contractor when the Cemetery is planned to be utilised for an interment.
- 1.1.14 The Contractor is encouraged to undertake their works on the same day of the week on each occasion.
- 1.1.15 Public access must not be denied or impeded by Contract activity unless previously approved by the Employer but the Contractor shall have the right to sensitively ask members of the public to move so that works may be undertaken.
- 1.1.16 At all times the entire site right up to boundary shall be kept in a clean and tidy condition.



#### Ground and weather conditions

- 1.1.1 The Contractor shall make due allowance for climatic variations which may impact on their scheduled programme of operations.
- 1.1.2 Work shall not be carried out with any machinery when ground conditions are such that puddling, deep rutting, or any other detrimental effects may occur.

## 2 Grassed Areas

# 2.1 General Conditions (Grass Cutting)

- 2.1.1 The Contractor shall make full provision within the Tendered Rates for all costs that the Council shall incur in maintaining the areas specified for Grass Cutting and for the periodic tasks that are stipulated in the Schedule.
- 2.1.2 The general conditions shall apply to each type of cutting regime and should be allowed for in items referring to grass cutting. Some locations may have a mix of regimes which must be noted when cutting the site. Grass cutting shall take place whenever required to ensure standards are met throughout the full calendar year.
- 2.1.3 A rota of grass cutting shall be submitted to the Parish Clerk for approval and agreement annually. Once agreed the Contractor shall keep to the rota (where possible) and ensure all areas are cut on this basis.
- 2.1.4 Grass shall be cut up to the hedge, roadway, fencing, walls and memorials, all obstacles shall be cut around and beneath to the same height as the majority of the site at each visit.
- 2.1.5 All temporary obstacles that can be moved, shall be moved to facilitate cutting and replaced immediately the grass beneath has been cut.
- 2.1.6 Allow for any temporary obstacle on the site (e.g. mounded earth from recently dug graves) and allow for returning to the site to cut such sites when the obstacles have been removed.
- 2.1.7 Ensure that the bases of all seating, signs and monuments are clear of vegetation.
- 2.1.8 Extreme care shall be taken when cutting around tree bases to avoid damage to tree or plant material.
- 2.1.9 Prior to grass cutting, inspect all areas to be mown and remove litter, including dog faeces and all items and obstructions which may cause damage or injury to people, property or machinery. Where hypodermic needles etc. are encountered, take all necessary handling and disposal precautions.
- 2.1.10 All grass shall be cut cleanly and evenly to the same height as per table 1 and without damaging the existing surface. The finish shall be free of ribbing, skids, ruts, excessive tyre marks, or divots. Any accumulations of arising's in areas that are mown with un-boxed mowers shall be removed. Soft vegetative growth



- other than grass shall be deemed to be part of the agreement where it falls within the sites of grass.
- 2.1.11 All persons operating grass maintenance machinery must be satisfactorily trained, conversant with relevant legislation, including all relevant Health & Safety Legislation and competent in the operating methods.
- 2.1.12 Ensure that all blades, guards, belts and boxes are of the correct type with the correct fixing nuts or bolts and all equipment is used entirely in accordance with the manufacturer's instructions.
- 2.1.13 All non-grass areas shall be kept free from arisings created by any grass cutting operation and any arisings deposited on non-grassed areas shall be removed immediately.
- 2.1.14 Inform the Parish Office immediately if local site ground conditions prevent cutting and as a result excessive grass growth occurs.
- 2.1.15 The Contractor shall ensure that mowing regimes are adhered to, using all relevant forms of cutting equipment.

Table 1: Grass Areas – Performance Standard for Grass Maintenance

Feature	Summer season cutting height  (April– end of October)		Winter season cutting height (November – end of March)	
	Min.	Max.	Min.	Max.
Cemetery Areas	10mm	30mm	20mm	35mm
	10mm	30mm	20mm	30mm
Feature / Location	Summer cutting Min	Summer cutting Max	Collect arisings	Primary cutting method
Rough Grass – Cemetery Meadow,	100mm	150mm		Rotary/Flail

### 2.2 Growth Regulators

2.2.1 During the period of the Contract no growth regulators of any form shall be applied to any area of grass without the Council staff sanctioning such applications.

#### 2.3 Subterranean Animals

2.3.1 On all high amenity areas, clear all soil arisings where moles are active prior to cutting of site. Areas which present mowing difficulties or become potentially injurious to members of the public must be communicated to the Council staff.

### 2.4 Variation to Grass Cutting Schedules

2.4.1 In normal weather conditions the Contractor shall be expected to keep to the schedule and programme which has been submitted and which he has



- determined shall enable the required standards to be achieved. However, variations to these schedules/programmes for grass cutting may arise, normally due to the weather conditions.
- 2.4.2 Should the Contractor cause damage to the surface or levels of the ground, during grass cutting operations, the Contractor shall make good such damage to the satisfaction of the Council staff.
- 2.4.3 During periods of drought Council staff may instruct that grass cutting operations be suspended and may require the omission of a planned cut or cuts.

# 2.5 Strimming

2.5.1 The Contractor shall be required to strim or clip around all obstacles within the confines of the various categories of grass areas described in this Specification, to maintain the height of grass to the mean level of the grass on the surrounding areas. all at no additional cost to the Parish Council. No quantities of obstacles are detailed: it is for the tenderer/contractor to determine at tender stage the full implications of this task.

## 3 Vegetation Control and Pesticide Application

## 3.1 General

- 3.1.1 The Contractor shall make full provision within the Tendered Rates for all costs that the Council shall incur in maintaining Vegetation Control and Pesticide Application.
- 3.1.2 All herbicides and growth regulators to be used in the undertaking of the works shall be approved for use in public areas.
- 3.1.3 Performance Standards for Herbicide treatments are given in Table 2.

## 3.2 Legislation

- The Health and Safety at Work Act etc 1974;
- The Food and Environment Protection Act 1985 Part III:
- The Control of Pesticides Regulations (as amended) 1986;
- The Plant Protection Products Regulations 2005;
- The Control of Substances Hazardous to Health Regulations as amended (COSHH) 2002;
- Environmental Protection Act 1990;
- The Water Resources Act 1991.

#### **Codes of Practice**

- The Code of Practice for Using Plant Protection Products 2005
- The DEFRA Code of Practice for Suppliers of Pesticides to Agriculture, Horticulture and Forestry (PB3529)
- The Safe Use of Pesticides for Non-Agricultural (L9 Rev.)
- Code of Practice for the Use of Approved Pesticides in Amenity and Industrial Areas - The Orange Code - (British Agrochemicals Association and the National Association of Agricultural Contractors).
- All operatives engaged in undertaking the application of any "pesticides" as
  defined within the terms of The Act shall be in excess of 18 years of age,
  and shall hold a certificate from a training establishment recognised by the



Minister of Agriculture as being an approved assessment centre under the terms of The Act.

## 3.3 Health and Safety

- 3.3.1 The Contractor shall ensure that employees to be engaged in such works are suitably qualified and assessed and provided with all protective clothing (PPE) applicable to the materials being applied, and shall give their staff access to such washing and cleaning facilities necessary.
- 3.3.2 The Contractor shall ensure that all materials are properly stored and transported, providing secure storage as required under current legislation.
- 3.3.3 All machinery used in the application of materials shall be carefully maintained throughout the period of the Contract to ensure correct application takes place, and that no leakage occurs.
- 3.3.4 The Contractor shall ensure that the method of application and the undertaking of such works proceeds in such a manner as to cause no damage or injury to desirable plants or vegetation, animal, machine or item of equipment. Any such damage shall be held to be the responsibility of the Contractor and he shall be required to make good any damage and shall be responsible for any claims for compensation arising from his actions of omissions.
- In carrying out mixing of chemicals the Contractor shall ensure that no spillage of chemical takes place so that no damage results to vegetation, surfaces, plants or equipment. Any such damage shall similarly be held to be the responsibility of the Contractor. In carrying out the application of materials the Contractor shall ensure that no area is over dosed, and that dosages of each particular treatment are in accordance with the manufacturer's recommendations.
- 3.3.6 The timing of works shall be such that no spraying takes place during inclement weather, or when rainfall is expected or within a time period which is less than that specified by the manufacturer of the chemical being used.
- 3.3.7 The Contractor shall ensure that the method of application and the undertaking of works does in no way lead to the pollution of any water course or water supply. Any such pollution shall be held to be the responsibility of the Contractor and he shall be required to make good any damage and shall be held to be responsible for any claim for compensation arising from his actions or omissions.
- 3.3.8 The Contractor shall ensure that all waste containers and chemicals are disposed of correctly and safely in accordance with current legislation.
- 3.3.9 The Contractor shall undertake the works in such a manner as to avoid contamination of any person, animal or property, and take particular care to protect water, wildlife and natural habitats.
- 3.3.10 No spraying work of any kind shall take place when sites are in use if this is likely to endanger or inconvenience users, and the Contractor shall modify his working cycles to take this limitation into account.
- 3.3.11 Treatment of Fence Lines, Obstructions and Bases of Buildings shall be carried out in such a manner that growth of all vegetation is controlled for a period of 12 months from the date of application to a maximum width of 0.3 metres.

# 3.4 Herbicide of Hedge Bases

At times indicated within the Specification, Schedules or as appropriate to the material supplied and the area being treated, liquid based herbicides. The application shall be such that all weeds are controlled for a period of 12 months from the date of application. Any weeds emerging after treatment shall be treated



- using a contact herbicide provided by the Authorised Officer but charged to the Contractor, all works being undertaken at the Contractor's expense.
- 3.4.2 The application of such material shall be carried out in such a way that the effect of the herbicide is confined to an area of ground corresponding to the length and width of the hedge.

# 4 Hedge and Shrub Maintenance

- 4.1.1 The Contractor shall make full provision within the Tendered Rates for costs that the Council shall incur in maintaining hedges & shrubs as specified in the Schedule of Works.
- 4.1.2 All hedge and shrub maintenance should fall outside the bird nesting season as per EU ruling.
- 4.1.3 The Contractor shall remove all cuttings and debris and dispose of these appropriately.

## 5 Litter Picking

- 5.1.1 The Contractor shall make full provision within the Tendered Rates for the costs that shall incur in litter picking the sites as specified in the Schedule of Works.
- 5.1.2 The Contractor may dispose of litter in the bins at each site.
- 5.1.3 The Contractor shall empty each specified bin weekly, take away and dispose of said waste in accordance with the Contractor's own Waste Carrier Licence.
- 5.1.4 The Contractor shall provide all necessary equipment associated with litter picking.

#### 6 Additional Works

- 6.1.1 The Council may from time to time issue an Instruction Notice to the Contractor requiring him to undertake Additional Works at the specified rates provided by the Contractor on the Schedule of Charges.
- 6.1.2 For work outside the Schedule of Charges, the Contractor may provide an hourly rate or quotation which must be approved by the Council before any works are carried out.

## 6.1 Odiham Cemetery



