

# Invitation to Tender

# For Provisions of Ground Maintenance Services

 $1^{st}$  April 2025 –  $31^{st}$  March 2029

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# Invitation to Tender ("ITT")

### 1. Introduction

- 1.1. Stamford Town Council ("the Council") is seeking to award a Four-year contract with the option to extend for a further two years at the discretion of the Council and by mutual agreement.
- 1.2. Stamford Town Council is committed to providing a high standard when maintaining the Councils amenity spaces: Recreation Ground, Meadows, Stamford Cemetery, Uffington Road Allotments, Empingham Road Sports Field, Uffington Road Sports Field and STC Open Spaces. Stamford Town Council hereby invites tenders for the carrying out of the Ground Maintenance in accordance with the Contract documents attached, which comprise: -
  - Appendix A Standard Conditions of Contract (pg. 9)
    Appendix B Specification of Works (pg. 14)
    Appendix C- Schedule of Works (pg. 20)
    Appendix D- Commercial Information (pg. 39)
    Appendix E Financial Proposal (pg. 45)
    Appendix F Form of Tender and Declaration (pg.46)
    Appendix G Definitions (pg. 47)
    Appendix H Site Plans (pg. 50)

Within the document is the specification for each element (see pg. 20-21) of the tender. Prospective contractors may tender for 1 or more elements of the tender, these may be awarded separately, or as a whole following review of tenders received.

Please provide the costs (Ex VAT) associated with required element as required within the Financial Proposal (see pg.45).

Site maps of all areas (see pg. 50) have been included for your reference, but you are strongly advised to visit each site prior to submitting your quote.

- 1.3. Prospective Contractors should ensure that they are completely familiar with the nature and extent of the obligations required if the tender is awarded.
- 1.4. Any queries regarding the interpretation of any part of the Tender document should be in writing and addressed to the Town Clerk by no later than one week before the closing date Click or tap to enter a date..
- 1.5. Prospective contractors should note that the Council is not bound to accept the lowest value, or any tender. The Council's decision is final, and no correspondence will be entered into on the reasons why a tender has been rejected. For full details on the Council procedure please refer to Section 2 below.

#### 2. Tender Process

- 2.1. Stamford Town Council (STC) Financial Controls and Procurement. STC Standing Orders (Page 20 21)
  - a) The council shall consider and approve financial regulations drawn up by the Responsible Financial Officer, which shall include detailed arrangements in respect of the following:
  - i. the keeping of accounting records and systems of internal controls.
  - ii. the assessment and management of financial risks faced by the council.
  - iii. the work of the independent internal auditor in accordance with proper practices and the receipt of regular reports from the internal auditor, which shall be required at

least annually.

- iv. the inspection and copying by councillors and local electors of the council's accounts and/or orders of payments; and
- v. whether contracts with an estimated value below £25,000 due to special circumstances are exempt from a tendering process or procurement exercise.
- b) Financial regulations shall be reviewed regularly and at least annually for fitness of purpose.
- c) A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £25,000 but less than the relevant thresholds in standing order 18(f) is subject to Regulations 109-114 of the Public Contracts Regulations 2015 which include a requirement on the Council to advertise the contract opportunity on the Contracts Finder website regardless of what other means it uses to advertise the opportunity unless it proposes to use an existing list of approved suppliers (framework agreement).
- d) Subject to additional requirements in the financial regulations of the Council, the tender process for contracts for the supply of goods, materials, services or the execution of works shall include, as a minimum, the following steps:
- i. a specification for the goods, materials, services, or the execution of works shall be drawn up.
- an invitation to tender shall be drawn up to confirm (i) the Council's specification (ii) the time, date, and address for the submission of tenders (iii) the date of the Council's written response to the tender and (iv) the prohibition on prospective contractors contacting councillors or staff to encourage or support their tender outside the prescribed process.
- iii. the invitation to tender shall be advertised in a local newspaper and in any other manner that is appropriate.
- iv. tenders are to be submitted in writing in a sealed marked envelope addressed to the Proper Officer.
- v. tenders shall be opened by the Proper Officer in the presence of at least one councillor after the deadline for submission of tenders has passed.
- vi. tenders are to be reported to and considered by the appropriate meeting of the Council or a committee or sub-committee with delegated responsibility.
- e) Neither the Council, nor a committee or a sub-committee with delegated responsibility for considering tenders, is bound to accept the lowest value tender.
- f) Where the value of a contract is likely to exceed the threshold specified by the Office of Government Commerce from time to time, the Council must consider whether the Public Contracts Regulations 2015 or the Utilities Contracts Regulations 2016 apply to the contract and, if either of those Regulations apply, the Council must comply with procurement rules. NALC's procurement guidance contains further details.

#### 3. Purpose and Scope of this Invitation to Tender

- 3.1. These instructions are designed to ensure that all potential providers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.
- 3.2. The potential provider shall not make any contact with any employee (other than under 1.4. above), Officer or Councillors of the Council during the period of this procurement.

#### 4. Contract Term

4.1. The Contract shall be for an initial service period of three (4) years from 1<sup>st</sup> April 2025 to 31<sup>st</sup> March 2029 (subject to satisfactory performance and annual break clauses) with the option to extend for a further two years at the discretion of the Council and by mutual agreement.

#### 5. Instructions for Completion

5.1. Potential contractors should read these instructions and the Specification of Works (Appendix B page 14) and Schedule of Works (Appendix C page 20) carefully before completing the tender response. Failure to comply with these requirements may result in the tender being invalid. Potential contractors are therefore required to acquaint themselves fully with the extent and nature of services and contractual obligations. These instructions constitute the conditions of tender and by participating in the tender process, the potential contractor accepts these conditions.

#### 6. Tender Validity

6.1. Your tender should remain open for acceptance for a minimum period of 90 days. A tender valid for a shorter period may be rejected.

#### 7. Return of your Tender

7.1. If having examined the tender documents if you wish to submit a tender, you should fully complete and return the following documents:

Appendix D– Commercial Information (pg.39)

Appendix E – Financial Proposal (pg.45)

Appendix F – Form of Tender and Declaration (pg. 46)

Companies Health & Safety Policy and Method Statement to be provided

- 7.2. Please ensure the completed form is sent to the address below by **4pm** on the **Monday**, **10** February 2025
- 7.3. Ensure the envelope clearly states "Private & Confidential, Tender for grounds maintenance" on the outside. This is in the interests of fairness, to ensure that all tenders are opened at the same time in the presence of the Assets & Services Chair and Vice.

Town Clerk Stamford Town Council Town Hall St Mary's Hill Stamford PE9 2DR

If you have any questions or would like to arrange a site visit with a member of staff, then please contact <u>townclerk@stamfordtowncouncil.gov.uk</u>

#### TENDERS RECEIVED LATE WILL NOT BE CONSIDERED

- 7.4. The successful tender together with the Council's written acceptance shall form a binding agreement in the terms of the contract document. Depending on quotes received the final contract offer may be amended reflecting on the elements selected.
- 8. Disclaimers
  - 8.1. Due diligence has been undertaken and information together with the supporting documents

Approved STC:

have been prepared in good faith. However, it does not purport to be comprehensive, nor has it been independently verified.

8.2. Neither the Council, nor any Councillor, officers or employees:
a) makes any representation of warranty (express or implied) as to the accuracy, reasonableness, or completeness of the Invitation to Tender (ITT); or
b) accepts any responsibility for the information contained in the ITT or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or subsequent communication.

#### 9. Indicative Timetable

9.1. This is the proposed procurement timetable. This is intended as a guide and whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any stage.

Stage in the Procurement	Deadline
Deadline for return of the ITT	Monday, 10 February 2025 4pm
Evaluation of the ITT responses commences	Tuesday, 11 February 2025 1pm
Clarification meetings if required	Monday, 17 February 2025 6pm
Report to Full Council	Tuesday, 25 February 2025 7pm
Award of Contract sent by	Monday, 10 March 2025
Contract start date	1 <sup>st</sup> April 2025

## 10. Eligibility, Selection and Award Criteria

10.1. In addition to price, all tenders will be evaluated against the selection criteria below.

Selection criteria	Weighting
Health and Safety	20%
Environmental sustainability	10%
Technical capacity, expertise, and	50%
experience	
Existing experience of equipment use	5%
References	15%
Total	100%

#### 11. Contract Award

11.1. Contract award is subject to the formal approval process of the Council which will take place at the Full Council meeting on Click or tap to enter a date.. Until all necessary approvals are obtained no agreement will be entered into.

# Appendix A - Standard Conditions of Contract

## 1. Contract Documents

- 1.1. The Contract Documents will comprise:
  - Appendix A Standard Conditions of Contract (pg. 9) Appendix B - Specification of Works (pg. 14) Appendix C- Schedule of Works (pg. 20) Appendix D- Commercial Information (pg. 39) Appendix E - Financial Proposal (pg. 45) Appendix F - Form of Tender and Declaration (pg.46) Appendix G - Definitions (pg. 47) Appendix H - Site Plans (pg. 50)

## 2. Supervising Officer

- 2.1. The officer will be the Facilities & Allotment Officer.
- 2.2. The functions, rights and powers conferred by this Contract upon the Contractor shall be exercised by the Supervising Officer as defined in the Conditions. The Contractor shall in no circumstances question the authority of Supervision Officer identified within the Contract.

## 3. Extent of Work

3.1. Generally, the work will comprise of the cutting of grass (all vegetation within the specified areas), strimming and selective weed control where specified on land within the Town of Stamford, litter and waste collection and removal including green waste. To include strimming around play and gym equipment, graves, outdoor furniture, trees, bushes, fences, hedges and all other authorised site fixtures and fittings. To include grass removal from all play safety surfaces and footpaths by sweeping or blower.

## 4. Site Details

- 4.1. The sites are:
  - Recreation Ground, Recreation Ground Road, Stamford PE9 1EN
  - Grass Tennis Courts, Recreation Ground, Recreation Ground Road, Stamford PE9 1EN
  - Stamford Meadows, Bath Row, Stamford PE9 2WE
  - Stamford Cemetery, Radcliffe Road, Stamford, PE9 1BD
  - Empingham Road Sports Field, Stamford, PE9 2SX
  - Uffington Road Sports Field, Stamford, PE9 2EX
  - Uffington Road Allotments, Uffington Road, Stamford, PE9 2EX
  - STC Open Spaces Between Casterton Road & Chatsworth Road, Between Casterton Road & Hardwick Road, between Chatsworth Road & Rockingham Road, Between Cedar Road & Arran Road, Cedar Road, Hazel Grove.

## 5. Workmanship and Equipment

- 5.1. The workmanship must be of a professional standard and conform to all relevant British Standards, Specifications and Codes of Practice. The machinery and equipment must be safe, conform to all relevant standards and must be used by trained and competent persons.
- 5.2. The Contractor shall at all times, be fully responsible for obtaining all licenses, the payment of all licensing fees, taxes and insurances required in connection with or arising out of the possession or use of all plant equipment used in the performance of Services.
- 5.3. The Contractor shall procure and effect fully comprehensive insurance cover in respect of all vehicles employed in the performance of Services.

- 5.4. The Contractor shall put and keep all plant equipment always used in the performance during Service in good and serviceable repair and condition as commensurate with the proper performance by the Contractor on delivering the obligations required under this Contract.
- 5.5. The Contractor shall ensure that:
  - a. All drivers and operatives of plant equipment are competent and responsible for the operation and use of such equipment and where necessary hold the appropriate qualifications and licenses for use of those pieces of equipment.
  - b. All drivers of Plant equipment must drive safely and appropriately at all times in accordance with statutory regulations and instructions of the Council; speed limits must be observed.
  - c. All drivers are trained, qualified and competent in the safe use and management of their equipment.
  - d. All operations are carried out in a careful, respectful and professional manner without causing obstruction or annoyance to the public or damage to property.

#### 6. Erection/Installation/Removal

6.1. The Council may add or remove outdoor fixtures and fittings during the period of the contract and there will be no adjustment of the contract price.

#### 7. Duration of Contract

7.1. The duration of the contract will be from 1<sup>st</sup> April 2025 until 31<sup>st</sup> March 2029 and will be subject to a review if performance is not acceptable. The final decision on the duration of the contract to be made by the Council after the tenders have been received. Tenders are to be priced on a fixed annual basis. There will be no opportunity to alter the rates tendered during the term. There will be the opportunity to extend the contract by two further years at the discretion of the Council and by mutual agreement.

#### 8. Payment to Contractor

- 8.1. Contractual payments will be paid monthly on receipt and verification of an invoice from the contractor against the works completed in that month including the dates the tasks were carried out. Payment will be made by BACs.
- 8.2. The Contractor will issue an invoice before the 17th of the month which will be paid after the last Tuesday of the month. Bank details must be provided on invoice. Invoices submitted late will be paid in the subsequent month.
- 8.3. The Council shall be entitled to deduct from any payment any sum certified by the Supervising Officer as being deductible by reason of any omission or non-performance of the Service by the Contractor, or the defective performance of the Service by the Contractor, or any variation in the Service performed by the Contractor, or as a result of any modification in the Contractor's method of carrying out the Service or by way of charges, payments, compensation, agreed damages or other sums payable to the Council in pursuance of any of the Conditions

#### 9. Termination of Contract

- 9.1. Either party may, without reason, terminate the contract, in writing, giving six months' notice.
- 9.2. The contract may be terminated by the Council immediately if the contractor fails to perform the services as defined in the contract to an adequate standard.

#### 10. Insurance

- 10.1. The contractor is required to have a minimum of £10,000,000 public liability insurance. A current Certificate of Insurance to this effect must be produced to the Clerk prior to commencement of the Contract and a valid Certificate of Insurance to be provided to the Clerk throughout the contract period. 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.
- 10.2. The contractor is required to have a minimum of £10,000,000 Employers liability insurance. A current Certificate of Insurance to this effect must be produced to the Clerk prior to commencement of the Contract and a valid Certificate of Insurance to be provided to the Clerk throughout the contract period.

## 11. Health and Safety

- 11.1. 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 their employees. The Contractor shall ensure that at all times there is a minimum of obstruction to public and traffic when the service is performed in parks, or highways or other public places.
- 11.2. The Contractor shall in performing the Services adopt safe methods of work in order to protect the health and safety of all employees and of all other persons including members of the public as detailed in the Contractors Health and Safety Policy a copy with the Company's Method Statement will be required to be submitted with the tender documentation.
- 11.3. The Contractor shall at all times comply with the requirements of the Health and Safety at Work, etc, Act, 1974 the Management of Health and Safety at Work Regulations 1999 Personal Protective Equipment at Work (Amended) Regulations 2022 (PPER 2022) (and shall supply a copy of its risk assessment under these Regulations when requested by the Council), Workplace (Health and Safety and Welfare Regulations 1992) and of other Acts, Regulations, Orders, Approved Codes of Practice, Guidance or rules of law pertaining to health and safety.
- 11.4. The Contractor shall adhere at all times to COSHH Regulations 2002. The Contractor shall produce and implement comprehensive written instructions for the safe use, delivery, handling and storage of all chemicals, herbicides and ensure the employees are trained and fully competent. Risk Assessments and COSHH will need to be submitted before the commencement of the contract.

## 12. Force Majeure

12.1. Notwithstanding any provision of this Contract or in any document referred to or incorporated in it neither of the Council nor the Contractor shall be liable for any failure to carry out or delay (or for the consequences of any failure or delay) in performing any of their respective obligations under this Contract if such delay is due to acts of God, fire, war, riot, civil commotion, lightening, earthquakes, flood or similar natural calamity strikes or other industrial action or dispute (other than involving the Contractor's Personnel) acts of government and the party so delayed shall be allowed a reasonable extension of the time for performing such obligations.

## 13. Indemnity

13.1. The Contractor shall indemnify and keep indemnified the Council against all Losses in respect of or in any way arising out of the provision of the Services in relation to the injury to or death of any person and loss of or damage to any property including property belonging to the Council.

### 14. Freedom of Information Act 2000

- 14.1. The Contractor acknowledges that the Council is subject to the provisions of the Freedom of Information Act 2000 ('FOIA') and compliance with the General Data Protection Regulations (GDPR) 2018 and the Environmental Information Regulations 2004 (EIR).
- 14.2. The Contractor shall upon request by the Council (and within such period as the Council may specify) provide the Council with all assistance and information under its control to enable the Council to respond to a request under Freedom of Information within the time for compliance prescribed by FOIA or EIR.
- 14.3. The Contractor acknowledges that the provisions of the FOIA or EIR may override any obligation of confidentiality as between the Council and the Contractor; the Council may be obliged to disclose Information without consulting the Contractor or having consulted the Contractor.

#### 15. Assignment and Sub-Contract

15.1. The contractor shall not assign, sub-contract, or otherwise dispose of any or all of its rights and obligations under this contract without the prior written consent of the Council (which consent shall not be unreasonably withheld or delayed)

#### 16. Amendments

16.1. No amendment to the Contract shall be binding unless they are in writing and signed by the duly authorised representatives of the Council and of the Contractor and expressed to be for the purpose of such amendment.

#### 17. Entire Agreement

- 17.1. This Contract constitutes the entire agreement and understanding between the parties in respect of the matters dealt within it and supersedes, cancels and nullifies any previous agreement between the parties in relation to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.
- 17.2. Each of the parties acknowledges and agrees that, in entering into this Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this agreement. The only remedy available to either party in respect of any such statement, representation, warranty or undertaking shall be for breach of contract under the terms of this Contract.
- 17.3. Nothing in this Condition shall operate to exclude any liability for fraud.

#### 18. Third Party Rights and Sole Remedy

- 18.1. This Contract does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not party to this Contract.
- 18.2. The Contractor's sole remedy with regard to any breach or termination of this Contract shall be such remedies contained within this agreement other than its right to claim for specific performance of any obligations contained herein.

#### 19. Key Holder

19.1. Keys and codes will be issued to the Contractor for site access. The keys will be signed out at Town Hall when the contract commences and will be signed in at the end of the contract. In the event of loss or a replacement key is required during the contract, then the Contractor will be responsible for covering any associated costs.

#### 20. Notes to Tenderers

- 20.1. Attention is drawn to Appendix A (pg. 9) Standard Conditions of Contract and Appendix F (pg. 46) Form of Tender and Declaration. These documents must be read in conjunction with Appendix B (pg. 14) the Specification of Works, Appendix H (pg. 50) Site Plans and Appendix C (pg. 20) Schedule of Works. Contractors are advised to carefully read all documentation.
- 20.2. The prices to be included in the Financial Proposal Appendix E (pg. 45) are to be the full inclusive value of the work described, including all profit, costs and expenses, and all general risks, liabilities and excluding VAT.
- 20.3. The Tender is split into the following elements: (prospective contractors may tender for one or more of the elements; these may be awarded separately, or as a whole following review of tenders received):
  - Element 1 Recreation Ground, Recreation Ground Road, Stamford PE9 1EN, Stamford Meadows, Bath Row, Stamford PE9 2WE, Uffington Road Allotments & STC Open Spaces – Between Casterton Road & Chatsworth Road, Between Casterton Road & Hardwick Road, between Chatsworth Road & Rockingham Road, Between Cedar Road & Arran Road, Cedar Road, Hazel Grove.
  - Element 2 Empingham Road Sports Field, Stamford, PE9 2EX, Uffington Road Sports Field, Stamford, PE9 2SX & Grass Tennis Courts, Recreation Ground, Recreation Ground Road, Stamford PE9 1EN.
  - 3. Element 3- Stamford Cemetery, Radcliffe Road, Stamford, PE9 1BD.
  - 4. Optional Elements Maintenance of exterior furniture
- 20.4. A price shall be inserted against each item on the Financial Proposal Appendix E (pg. 45). for each element of the contract. This will be required if future additional work is required also.
- 20.5. No alteration, addition or deletions to the text of the Form of Tender Declaration Appendix F (pg. 46) is to be made by the potential tenderer as it will not then be recognised.
- 20.6. Weed killing chemicals must only be applied where specified and must be applied by certificated staff. Evidence of certification must be provided to the Council prior to the contract together with details of chemicals used.
- 20.7. A regular inspection will be carried out by the Council throughout the period of the contract to ensure the work is completed in accordance with the Specification of Works.
- 20.8. Invoices presented for payment must include a schedule of the works completed in that month including the dates of the work.
- 20.9. Contractors are asked to contact the Supervising Officer if they have any queries, or any clarification is required during the contract.

# Appendix B - Specification of Works

# 1. Grass Cutting

## 1.1. Areas to be Cut

1.1.1. The areas to be cut are specified in the attached plans in Appendix H

### 1.2. Period of Work

- 1.2.1. April to October of each year of the contract for elements 1.
- 1.2.2. All year round of each year of the contract for element 2 and 3.

## 1.3. Prior to Grass Cutting

1.3.1. Prior to cutting any area, the contractor will ensure that it is free of significantly large stones, paper, tins, bottles, and other debris. The contractor will also inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Council immediately of any specific hazards.

#### 1.4. Grass Cutting

- 1.4.1. The grass to be at a maximum height of 40mm with a cutting range of 15mm 25mm. unless otherwise stated.
- 1.4.2. Mowing will take place on the full area of grass at the site, up to the paving, fencing, railings, obstacles, and any other boundaries. Any weed growth, such as nettle and brambles that overhang the grass area indicated is to be cut back flush to the boundary on each occasion.
- 1.4.3. Areas not cut to the satisfaction of the Council will be re-cut by the contractor at the contractor's own expense.
- 1.4.4. All grass (defined as to include all vegetation within the specified area) will be cut cleanly and evenly and without damaging the existing surface or levels of the ground. Should the Contractor cause damage to the surface or levels of the ground, the Contractor will at their own expense reinstate such damage immediately and to the satisfaction of the Council.
- 1.4.5. During the period of the Contract no growth regulators of any form will be applied to any area of turf without the Council sanctioning such an operation in writing, in advance.
- 1.4.6. The Contractor will complete one area of grass cutting before moving onto the next, and immediately after cutting a scheduled area, the Contractor will ensure that all grass clippings and other arisings are cleared from all paved areas, playground equipment safety surfaces, memorial stones, paths, and public footpaths, etc. by sweeping or using a blower.
- 1.4.7. Soft vegetative growth, such as clover will be deemed to be part of the Contract where it falls within large areas of grass.
- 1.4.8. In very wet conditions all operations involving grass cutting shall cease until conditions allow operations to recommence without damaging the surface levels and contours of the ground or grass cutting "divots" from the machine rollers or cutters.
- 1.4.9. Should the Contractor cause damage to the surface or levels of the ground, or create

divots during grass cutting operations, the Contractor will at their own expense reinstate such damage forthwith to the satisfaction of the Council.

- 1.4.10. Since it is not possible to predict accurately the precise number of mowing's which may be required on any site in any one year, the Schedule of Works includes a minimum number of mowing's, but the Contractor will be requested to submit a quote for any additional cuts, dependent upon the prevailing weather conditions throughout the growing season at the discretion of the Council.
- 1.4.11. Strimmers must not be allowed to damage any trees, shrubs etc. or permanent or removable fittings; particular attention shall be paid to the bases of play equipment and memorials.
- 1.4.12. If site access is restricted the Contractor shall inform the Council.

#### 1.5. Obstacles

- 1.5.1. Mowing will be carried out as close as possible to fixed obstructions. Moveable obstructions can be moved to facilitate cutting and replaced before the contractor leaves the site.
- 1.5.2. Trimming around obstructions including seats, trees, fence lines, posts, and the like, and in the proximity of borders, will be undertaken using methods, tools, and machines as appropriate to prevent damage. The cutting of such areas will be undertaken within 24 hours of the main site being mowed and will be deemed to be included in the Contractor's rate for each location.
- 1.5.3. In areas that contain wildflowers, bulbs or corms, the contractor will ensure that wildflowers and emergent bulbs are not cut. These areas will not be cut again until six weeks after flowering (see 2.2.8 Code H pg. 24).

## 1.6. Cleaning Up

1.6.1. The contractor will ensure that all grass clippings and other arisings are cleared from all paved areas, playground equipment safety surfaces, memorial stones, paths, and public footpaths, etc., by sweeping or using a blower.

#### 1.7. Hedges

- 1.7.1. Hedges specified on the plans are to be cut twice yearly in February and September by the contractor. (See Appendix C Section 5 Hedge Maintenance page 31)
- 1.7.2. The contractor shall:
  - i. Trim and prune the hedges to encourage a stable hedge.
  - ii. Cut back the current growth to the point of the previous cut, and the hedge shall be trimmed, pruned back to the same height, width, and general shape as that which existed at the completion of the last trim.
  - iii. All hedges shall be cut both sides and top, unless otherwise specified.
  - iv. Cause minimum disturbance to nesting birds and wildlife in compliance with the Wildlife and Countryside Act 1981 (Amended 1985). By cutting outside of nesting season in February and September.
  - v. Leave grass edges adjacent to hedges cut neatly. Cut off pernicious weeds e.g., bramble and nettle to be cut off at base.
  - vi. Dispose of all material arisings and leave all sites in a tidy condition.

#### 1.8. Plant and Transport

1.8.1. The contractor will provide all tools, plant and cutting machinery and consumables

and transport of such. The Council will not be liable for any damage to the contractor's equipment caused by carrying out these works.

- 1.8.2. 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 or other chemicals.
- 1.8.3. The contractor will ensure that all machines engaged in cutting operations are sharp and properly set, to produce a true and even cut. Any damage to areas of grass not cut to the approval of the Council from such lack of maintenance will be made good by the contractor at their own expense and to the satisfaction of the Council. Unsatisfactory tree or hedge pruning and cutting will be made good by the contractor at their own expense and to the satisfaction of the Council.
- 1.8.4. The contractor will at all times during the period of the Contract ensure that machines are properly guarded and maintained so as to present no danger to the operator, surrounding structures, vehicles or any person in the vicinity of operations. The Contractor will provide his staff with all safety equipment, (boots, reflective vests, ear defenders etc.), and will ensure that staff always use these when engaged in work for the Council.
- 1.8.5. All persons operating machinery and tools must be qualified and competent. The Council reserves the right to ask the contractor to provide adequate proof that their operators are well trained, conversant with Health and Safety legislation and competent in their operating methods.

#### 1.9. Litter and Waste

1.9.1. Litter, dog waste and green waste are to be collected from bins as per the specification throughout the year, with bins left completely empty following collection. The contractor shall dispose of the green waste according to Environmental legislation regulations, and codes of practice and deposit general waste in the special bulk waste units provided. Green waste disposal certificate must be submitted to the Town Council.

#### 1.10. Noise

1.10.1. 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 they and persons in their 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.

#### 1.11. Hours for Working

- 1.11.1. 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.
- 1.11.2. The Contractor must maintain the required standards appropriate to the specification working Monday to Friday excluding weekends, Bank and Public Holidays, unless consent has been obtained from the Supervising Officer.

- 1.11.3. The standards of all areas must be restored to that required on the first working day following the Bank and Public Holidays.
- 1.11.4. Stamford Cemetery no work will commence before 7am or after 6pm

#### 1.12. Inclement Weather

- 1.12.1. 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 their obligations under the Contract or entitle the Contractor to any additional payments.
- 1.12.2. 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.

#### 1.13. Complaints

1.13.1. 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.

#### 1.14. Method of Assessment of Maintenance Standards

1.14.1. The Contractor shall supply the Supervising Officer with a quarterly grounds' maintenance programme for all contracted works, as detailed in this Specification. 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 and Member (s)of the Amenities Committee on a monthly basis or more frequently if required as mutually agreed (virtually or in person as necessary to be confirmed upon granting of the contract). 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 contract. 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 as outlined in Appendix A Section 8 pg. 10.

#### 1.15. Out of Hours Contact Telephone Number

1.15.1. The Contractor will supply the Supervising Officer with a mobile telephone number to be used by the Supervising Officer in an emergency & out of hours. 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 contactable until 10pm.

#### 1.16. Trees

1.16.1. The contractor shall carry out minor works to trees to ensure fallen or broken lower branches are removed from site, to remove low hanging foliage that might obstruct the public and vehicle access.

#### 1.17. Shrubs and Planted Areas

- 1.17.1. Any free-standing shrubs and shrubs in planted beds in the Stamford Cemetery are to be cut back 2 times yearly in February and September by the contractor. Checking for nesting birds and ensuring there is no disturbance to any nesting birds and wildlife in compliance with the Wildlife and Countryside Act 1981 (Amended 1985).
- 1.17.2. The contractor is to keep the planted beds in the cemetery weed free including with the use of mulch.
- 1.17.3. Hedges will be maintained as per specification set in Appendix C Section 5 page 31

#### 1.18. Play Surfaces

1.18.1. The contractor is to treat play surfaces (play areas, Hard Tennis Courts, MUGA unit, Skatepark) by removing moss and weed growth in Spring with herbicide spray and as required throughout the year to maintain a safe surface.

#### 1.19. Hard Landscaping

1.19.1. The contractor is required to keep pathways and tarmacked areas free of weed and moss growth.

#### 1.20. Graves

1.20.1. The contractor is required to keep grass around and on grave spaces cut to a neat and tidy level. This may mean strimming or hand cutting grass on overgrown kerbed graves or vaults.

#### 1.21. Area Clearance

- 1.21.1. The contractor is to remove any debris from the publicly accessible parts of the site grounds. This may include minor fallen branches and plant material, spent floral tributes, discarded plant containers and other rubbish, as well as fly-tipped material.
- 1.21.2. In the case of fly-tipping, this must be reported immediately to the Supervising Officer preferably with photographs. The contractor must exercise appropriate caution before clearance of the waste as some wastes can be hazardous. If the waste consists of drums or other containers that may contain hazardous waste or there is a large quantity of asbestos (≥5m<sup>3</sup>) this must be immediately reported to the Supervising Officer who will report it to the Environment Agency. It may require specialist removal.

#### 1.22. Scheduled Work

This Specification, together with the Appendices, 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 amenity spaces: Recreation Ground, Meadows, Stamford Cemetery, STC Open Spaces
- maintenance and marking out of sports pitches

- maintenance of shrub beds, hedges, and young trees on a variety of Council sites including amenity spaces: Recreation Ground, Meadows, Stamford Cemetery, Uffington Road Allotments & STC Open Spaces
- litter, leaf and debris removal and disposal at the frequencies specified. It will be the Contractor's responsibility to dispose of green waste at a licensed waste disposal site, with certification provided. All general litter and waste will be disposed of in the appropriate waste units provided.
  cleansing of hard surfaces with herbicide treatment for the removal of

weeds and dog faeces from all such locations.

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 their 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.

## 1.23. Unscheduled Work

- 1.23.1. 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 requested by the Council. No guarantee can be given to the particular level of additional and unscheduled work which will be awarded.
- 1.23.2. In the event of an emergency, the Supervising Officer may at their discretion, following consultation with the Chair of Assets & Services, 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.
- 1.23.3. The Supervising Officer shall have discretion, following consultation with the Chair of Assets & Services, 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 within their capabilities. Verbal instructions indicating the location and nature of work will be issued by the Council will be communicated to the contractor via the emergency number provided. Any emergency instructions will be followed up in writing.

## 1.24. Acquisition and Disposal of Sites

1.24.1. From time to time the Council may acquire new sites that require regular grounds maintenance. In respect of such sites or tasks on specific sites the Supervising Officer will invite to tendered and if successful added to the Contract and scheduled work in accordance with the Specification for such additional works. Similarly, the Council

may from time to time dispose of sites or remove particular tasks from specific sites from the Contract.

# Appendix C - Schedule of Works

## 1. Specification

#### The itemised works below are to be read in conjunction with the plans provided at Appendix H

 Element 1 - Recreation Ground, Recreation Ground Road, Stamford PE9 1EN, Stamford Meadows, Bath Row, Stamford PE9 2WE. Uffington Road Allotments, Uffington Road, Stamford, PE9 2EX & STC Open Spaces – Between Casterton Road & Chatsworth Road, Between Casterton Road & Hardwick Road, between Chatsworth Road & Rockingham Road, Between Cedar Road & Arran Road, Cedar Road, Hazel Grove & Cedar Road.

#### Recreation Ground

- Grass Code D Frequency based cut
- Grass Code F Naturalised Bulb/Wildflower Area
- Hedge Code X Formal Hedges Twice a year February & September
- Herbicide treatment of hard surfaces paths, gravel areas (around Bandstand, behind toilet block, Shack area to left of gate), Hard Tennis Courts, Muga unit, Play areas, and Skatepark Twice per annum
- Removal of Sucker Growth from Trees from September
- Leaf Clearance once in November and once in February

#### Meadows

- Grass Code D Frequency based cut (including strimming of the river & Millstream banks, plus strip of land between Mill Stream & Bath Row)
- Grass Code F Naturalised Bulb/Wildflower Area
- Removal of Sucker Growth from Trees from September
- Leaf Clearance once in November and once in February

#### Uffington Road Allotments

• Hedge Code Y – Informal Hedges – Twice a year February & September

#### **Open Spaces**

- Grass Code D Frequency based cut
- Removal of Sucker Growth from Trees from September
- Leaf Clearance once in November and once in February
- 2. Element 2 Empingham Road Sports Field, Stamford PE9 2EX, Uffington Road Sports Field, Stamford PE9 2SX & Grass Tennis Courts, Recreation Ground, Recreation Ground Road, Stamford PE9 1EN.

## a. Uffington Road Playing Field (Cricket Club)

Uffington Road recreation ground, the Service Provider will undertake; grass cutting, line marking and pitch maintenance of 5 football/ Rugby pitches and Cricket pitch and outfield.

- Grass Code E Pitch Cuts (Red)
- Hedge Code Y
- Removal of Sucker Growth from Trees from September
- Leaf Clearance once in November and once in February

## b. Empingham Road Playing Field (Rugby Club)

Empingham Road recreation ground, the Service Provider will undertake; grass cutting, line marking and pitch maintenance of 26 pitches (25 rugby and 1 football), of which 2 rugby pitches remain during the summer.

- Grass Code E Pitch Cuts (Pink)
- Hedge Code X- Empingham Road recreation ground has a boundary hedge, measuring 1353 metres in length.
- Line marking
- Removal of Sucker Growth from Trees from September
- Leaf Clearance once in November and once in February
- c. Grass Tennis Courts, Recreation Ground, Recreation Ground Road, Stamford PE9 1EN.
  - Grass Code E Pitch Cuts (Yellow)
  - Line marking After each cut (see Grass Code E Yellow)

#### Pre-season

- Light to medium scarification in three directions March annually
- Application of Summer spring fertilizer/lawn sand if required
- Rolling of the surface under correct conditions approximately 3 to 4 passes per occasion March or April
- Broadleaf herbicide to be applied at the correct rate, with no mowing to take place 3 days before or after application.

#### Post Season

- Heavy scarification and deep thatch removal; 4 to 6 passes from October after playing season has ended
- Aeration to the courts with solid tines maximum half inch from October after playing season has ended
- Autumn/winter fertilizer at manufacturer's recommended rate from October after playing season has ended
- Over seed the whole area concentrating on additional worn areas. from October after playing season has ended
- Supply and spread top dressing at the recommended rate from October after playing season has ended
- Regular inspections of the tennis courts during the autumn from October after playing season has ended

#### Other requirements

Approved STC:

- Monitoring any disease, weeds, fungi or defects to the area at each cut and throughout winter maintenance
- Common diseases such as red thread and snow mould are very likely, and need to be treated when noticed at each cut and throughout winter maintenance
- Worm casts and activities need to be dealt with on an 'as and when' basis. at each cut and throughout winter maintenance
- Fill/repair divots and gouges in grass- as required

## 3. Element 3- Stamford Cemetery, Radcliffe Road, Stamford, PE9 1BD.

- Grass Code A Ornamental Boxed Performance Cut
- Grass Code C Regular cut
- Grass Code F Naturalised Bulb/ wildflower Area
- Hedge Code X Formal Hedges Twice a year February & September
- Pruning and care of shrubs
- Flower & shrub bed Memorial Garden Weed every four weeks
- Herbicide Treatment of paths, car parks, gravel areas and hard surfaces Twice per annum
- Herbicide treatment of curb set graves once per annum August
- Weeding of curb set graves as required
- Leaf & tree debris clearance: fortnightly October February
- Removal of dead flowers and floral tributes fortnightly
- Remove suckers on trees once per annum
- Litter picking daily
- Emptying of litter bins daily
- Emptying of green waste daily
- Green waste disposal process remove all grass cuttings and green waste held in Cemetery Green waste bays
- Seeding of graves (contractor to provide grass seed) twice per annum
- Topping up sunken graves as required
- Grass seeding areas as required
- Tree and shrub maintenance as required
- Cleaning of toilets -deep clean twice a week
- Removal of ivy from trees and shrubs as required
- Removal of ivy from cemetery wall as required
- Removal of ivy from memorials as required
- Clearance of drains and storm drains as required

#### 4. Optional Elements

- Maintenance of exterior furniture: Wooden benches once per annum
- Maintenance of exterior furniture: metal or plastic benches once per annum

## 2. Maintenance of Grassed Areas

#### 2.1. 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, E, F, G & H in this Specification. Each code of grass maintenance works requires the Contractor to undertake a particular combination of tasks to achieve the specified standards.

#### 2.2. 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:

#### 2.2.1. Code A – Ornamental Boxed Performance Cut – (Orange)

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 25mm and minimum height of 15mm and strim around any obstacles. The contractor will undertake the work specified during the growing season unless otherwise instructed by the Supervising Officer. 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.

#### 2.2.2. Code B – Performance Cut (25-15mm) – (Blue)

The Contractor shall, using mowing machine appropriate to the task, but not a flail cutting machine and taking into account Section 2.3 below, mow all grassed areas classified as Code B cut fortnightly **15** times per year between April and October, noting the maximum height of 25mm and minimum height of 15mm and strim around any obstacles. Contractor shall remove all arisings from the site in a manner and to a place agreed by the Supervising Officer.

#### 2.2.3. Code C – Regular cuts (25-15mm) – (Turquoise)

The Contractor shall, using mowing machine appropriate to the task, but not a flail cutting machine and taking into account Section 2.3 below, mow all grassed areas classified as Code C as frequently as is necessary to ensure that the grass is maintained at all times between the maximum height of 25mm and minimum height of 15mm and strim around any obstacles. Contractor shall remove all arisings from the site in a manner and to a place agreed by the Supervising Officer.

#### 2.2.4.Code D – Frequency Based Cut (15 cuts per annum) – (Grey)

The Contractor shall, using grass mowing machinery appropriate to the task and taking into account Section 2.3 below, mow all grassed areas classified as Code D cut fortnightly **15 times per year** to a height of 25mm and minimum height of 15mm and strim around any obstacles. The Contractor shall collect the grass on the first 2 cuts and allow grass clippings to fly and be distributed evenly over the grass area for all subsequential cuts. The contractor will undertake the work specified between April 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.

#### 2.2.5.Code E – Empingham Road Sports Field - Pitch Cuts – (Pink)

The Contractor shall, using mowing machinery appropriate to the task, but not a flail cutting machine and taking into account Section 4 below, mow all grassed areas classified as Code E (pink) as per the specification in Section 4 and Appendix C 2 b

#### 2.2.6.Code F – Uffington Road Sports Field - Pitch Cuts – (Red)

The Contractor shall, using mowing machinery appropriate to the task, but not a flail cutting machine and taking into account Section 4 below, mow all grassed areas classified as Code E (Red) as per the specification in Section 4 and Appendix C 2 a for the Cricket Pitches & as per the specification in Section 4 and Appendix C 2 b for the Rugby & Football Pitches

#### 2.2.7.Code G – Tennis Court - Pitch Cuts – (Yellow)

The Contractor shall, using mowing machinery appropriate to the task, but not a flail cutting machine and taking into account Section 2.3 below, mow all grassed areas classified as Code G **two times per week** at the maximum height of 8mm on a Tuesday and Friday before 10am (April to October) and strim around any obstacles. Contractor shall remove all arisings from the site in a manner and to a place agreed by the Supervising Officer.

#### 2.2.8.Code H – Naturalised Bulb / Wildflower Area – (Purple)

The Contractor shall, using the mowing machinery appropriate to the task and taking into account Section 2.3 below, mow all grassed areas classified as Code H of this Specification at the same time and to the same minimum and maximum heights and frequency of cuts specified for adjoining grass areas excepting that mowing on Naturalised Bulb / Wildflower 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.

#### 2.3. Required specifics

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

- 2.3.1. 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.
- 2.3.2. 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, grasscutting machines and equipment and/or injury to persons.
- 2.3.3. 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.

- 2.3.4. 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, manual 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.
- 2.3.5. Mow/strim 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 their tender submission.
- 2.3.6. 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.
- 2.3.7. The Contractor will complete the work on each cycle before moving onto the next.
- 2.3.8. 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.
- 2.3.9. 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.
- 2.3.10. 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.
- 2.3.11. In the case of frequency-based maintenance works for grassed areas the mowing season shall normally be from the start of the April until the end of 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 their discretion for one or more sites:

- (a) extend the mowing season beyond the dates referred to above.
- (b) reduce the number of cuts below the number specified in the Specification for a particular code of grass.
- (c) increase the number of cuts above the number specified in the Specification for a particular code of grass.
- 2.3.12. 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: -

(a) 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.

(b) 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 not chargeable. The mowing operation will be 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.

## 3. Cricket Maintenance

#### 3.1 Cricket maintenance specification

The maintenance requirements are to provide a good quality playing surface, with pace and predictable bounce for the cricket season, which is normally from late April through to early September, or as advised by the Client, dependent on climatic conditions. All operatives involved in work on the square shall wear appropriate footwear to minimise damage to the playing surface.

Chemicals, fertilisers, top-dressing, white-lining, paint etc. shall be provided by the Client and applied in accordance with the manufacturer's instructions.

Grass-cutting machinery for fine turf maintenance is to be a 10-bladed cylinder-type machine, with a maximum cutting width of 900mm, adjusted and maintained to an appropriate standard to facilitate a quality finish. Arisings shall be boxed and removed for disposal to tip provided by the Supplier. A comb shall be fitted to the rear of the front roller.

Task	Notes	Frequency
Brushing	Either drag brush or switch	As required May to
	cane, to remove dew and scatter worm casts. Completed prior to grass cutting.	September
Grass cutting	To achieve finished parameter	Pitch cut twice a week and

#### 3.2 Playing Season Maintenance

	of 8-12mm	outfield cut at least once a week (twice during growing season when required) – approx. 40 cuts
Weed Control	By chemical means to achieve total clearance of all broadleaf weeds	As necessary
Irrigation by sprinklers	Consideration to pre booked matches	During dry periods, early or late in the day, water penetration of at least 150mm
Scarification	Scarify in two directions (not at right angles) across the whole playing surface. Thatch removing blades and aerate.	Monthly, May to September

## 3.3 Close Season Maintenance

Task	Notes	Frequency
Grass cutting	Grass cutting parameters no less than 18mm to a max of 25mm	October to March - as necessary
Grass cutting	Prior to season, reduce max height from 25mm, down to 12mm	From late March - as necessary
Worm control	By chemical means to control worm population of playing surface.	April and October
Moss control	By chemical means to achieve a moss free playing surface.	As required; March, April and October
Moss removal	By scarifying with appropriate equipment	Two weeks after moss control application
Aeration	By pedestrian controlled machine equipped with flat knife tines, penetration depth 100mm.	March and October
Rolling	With 250kg smooth surfaced, bevel-ended hand roller to reform playing surface. Two directions diagonally.	April
Spiking	With a spiked sarel roller to a depth of 40mm	April - immediately prior to rolling. October - immediately following top dressing application.
Fertiliser Application	Applied by pedestrian- controlled applicator, adjusted to give an even spread.	April - Spring/summer fertiliser October - Autumn/Winter fertiliser
Brushing	Either drag brush or switch cane to remove dew and scatter worm casts, completed prior to grass cutting.	October to March - as required, before each grass cutting visit

Fungal Disease Control	Apply appropriate chemical to prevent fungal turf diseases	March and October
Scarification	Scarify in two directions (not at right angles) across the whole playing surface. Thatch removing blades and aerate.	October
Top dressing	Appropriate loam based dressing, evenly applied at the rate of 300kg per square, to whole playing surface.	October - immediately following scarification.
Over seeding	Cricket square quality seed shall be drill fed into the whole of the grass surface at a rate of 20g/m2	October - immediately following top dressing
Square table	Set out corners of the square to accommodate 6 no. playing wickets	April

#### 3.4 Cricket Wicket Requirements

Wickets shall be prepared in accordance with the guidelines determined by the National Cricket Association to a high standard for match play, with a reliable and predictable character, fixtures being established from lists issued by the Client.

Preparatory work shall be completed a maximum of 48 hours in advance of a fixture, preferably as near as possible to the commencement of play.

The Supplier will be responsible for the routine care, checking, issuing and retrieving of equipment used for matches, ensuring that it is properly stored.

Consecutive matches shall not be played on the same wicket, use of the square being maximised to allow time for wicket repair and recovery.

Post-match reinstatement of wickets shall be completed during the first working day immediately following a fixture.

#### 3.5 Match Preparation

Task	Notes	Frequency
Scarification	Shall be completed to set the	Immediately prior to grass
	grass upright prior to cutting	cutting
Irrigation	By suitable sprinkler to	Several days prior to grass
	ensure water penetration to	cutting
	75mm	
Rolling	With a roller, minimum	One of two days prior to
	weight 300kg to consolidate	scarifying and cutting
	the surface, for the day's play.	
	Do not roll dry wickets	
Grass cutting	To achieve a finished grass	One occasion, 48 hours prior
	parameter of 5mm.	to play.

#### 3.6 Marking out and setting of wickets

Task	Notes	Frequency
Marking out	Completed to produce good	May to September - as
	quality, clearly visible white	necessary, completed

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	lines; 50mm wide to required parameter and set position of wickets	immediately following grass cutting
Initial marking of boundary line	Set and mark out boundary line to required parameters with 50mm wide white lining	April
Over-marking of boundary line	Over-mark and maintain clearly visible white line to required parameters at all times	May to September - weekly following grass cutting

#### 3.7 Post Match Reinstatement

Task	Notes	Frequency
Aeration	Whole of wicket with a sarel roller to a depth of 40mm	One occasion following a match
Footmark and damage reinstatement	Repair wicket by cutting out footmarks in a manner to form a 'key' for a loam/water mix of required consistency, tamped into position prior to finishing with a prechatted seed mix, sown at the appropriate rate in accordance with the manufacturer's instructions	Immediately following aeration
Irrigation	Irrigate the wicket to achieve water penetration of 50mm	One occasion prior to aeration

# 4. Rugby & Football Maintenance

#### 4.1. Litter removal from grass areas

All areas should be cleared of litter and debris before mowing and this should include boundary fences. Any health and safety risks from hazardous waste should be treated accordingly in line with the Service Provider's appropriate working practices and risk assessments. Large accumulations such as fly tipped waste should be reported to the Customer for investigation and be later removed by the Customer.

#### 4.2. Grass Cutting

Mowing will be undertaken to the full extent of those areas detailed in the schedules using equipment the Contractor agrees that is suitable for the task, unless specifically identified in this specification. Corners, edges, wall and fence lines will also be cut ensuring the whole area is maintained. There should be no damage to plants in the surrounding areas. All areas are to be cut evenly and cleanly without damage to the existing surface and edges, and no areas are to be missed. The main mowing season will start 1st March and end 31st October, which may be dependent on seasonal weather conditions. A total of 26 cuts will be undertaken on each site throughout the main mowing season, during the playing season 4 discretionary cuts which may be used dependent on seasonal weather conditions. The cutting may be undertaken by a rotary, cylinder or flail type ride-on mower, with a cut and drop specification. After cutting, the finished grass sward length will measure between 25 and 35mm.

All grass shall normally be mown in parallel straight lines so that lawns are left with a neat and tidy appearance. A high visual standard is required. Mowing speed and cutting height is

to be controlled so there is no skidding, "balding" or the effects of fast turns and no compaction of areas of fine turf. Where appropriate the use of 'mulch mowers' is encouraged and cutting blades are to be kept sharp. Mowing and strimming around obstructions such as trees and street signs will be undertaken at the same frequency and on the same day, using methods and tools as appropriate. Where grass clippings are thrown onto footpaths or hard surfaces, they are to be swept back or blown back onto the grass areas before the Service Provider leaves the site.

The contractor should ensure that they take into account the requirement to undertake work to ground on slopes, banks and occasionally raised areas. This includes where mowing machines can be used and where handheld strimmer's will be required. Any holes, divots or trip hazards identified should be rectified as soon as reasonably possible, with priority given to areas of high footfall, such as the parks and public realm areas. Serious hazards should be immediately reported to the Customer and areas affected be highlighted to ensure public safety. These should be repaired within 48 hours. All machinery used should have appropriate guards and other devices fitted to protect damage to third parties. Any refuelling and minor servicing should only take place on hard surfaces. Any damage caused by the contractor's operations, will be repaired at the Contractor's cost.

#### 4.3. Line Marking - Initial

Where necessary, due to length of grass, lines to be marked must first be mown, this must be carried out using a cylinder or rotary mower with the grass box fitted; all arisings are to be removed from site. The cutting height is to be 25 mm - 30 mm. When mowing lines in readiness for marking, the mown lines must be straight where the marked line is to be straight and have true and accurate curves where circles or sections of circles are to be marked.

On marking out the sports areas for the first time each season, an appropriate procedure should be adopted. The procedure to be used, shall be shared with the Customer. Winter Sports Marking and Running Track Lane markings on turf are generally to be coloured white. Alternative colours shall be used where pitches and tracks cross over. All lines are to be 75 mm in width unless specifically instructed. The area to be marked is to be correctly set out and conform to the current recommendations of the governing body of the relevant sport - unless otherwise directed as specific to a location or end user. A "pressure jet" type wet line machine is to be used with an approved marking compound, mixed to the manufacturer's specifications. After marking, any errors must be rectified.

#### 4.3.1.Line Marking – Remarking

After the establishment of the markings as detailed above, the markings are to be maintained by remarking at suitable intervals approx. 26 times or as stipulated by the Customer as specific to a location agreed at the start of each season. Again, only using the approved materials and equipment as detailed above. Any required activity, such as mowing that could disturb the lines, will not follow in less than 4 days of the marking. All sports markings must be maintained true to line and dimensions. Crooked lines and irregular curves will not be acceptable. Over run of lines at junctions will not be accepted.

#### 4.4. Pitch Maintenance - Reinstatement Work to Worn Areas

Worn areas, anywhere within the pitch and including the 2m respect area surrounding the edge of the playing pitch, are to be maintained in the April / May period, in accordance with the following requirements.

#### 4.5. Pitch Maintenance - Re-seeding

Worn areas are to be reseeded, with the surface areas being prepared by breaking up to a depth of no greater than 75mm. Any small stones or debris to be removed from site. Screened topsoil is to be added where necessary to restore the levels to those of the surrounding areas. This should be 6mm screened soil or better. The topsoil is to be added to allow for light consolidation when rolled. Once lightly raked the surface to be at the same height as the surrounding areas producing a suitable seed bed with a fine tilth. Apply an

approved pre-seed fertiliser at the manufacturers rate. A suitable seed mix suitable for the site and its use is to be applied at the required rate per square meter and lightly raked into the surface. Finally, a light roller is used, one pass in each direction. If no additional soil is required, in agreement with the Customer, reseeding is to be carried out using a suitable machine as an alternative to the above process. On the first two occasions, the mowing of the renovated areas is to be carried out using a pedestrian operated rotary mower. The cut height should be set to allow for the new growth being no shorter than 40mm.

#### 4.6. Pitch Maintenance - Renovation of Grass Areas

In addition to the requirement to re-seed areas that are damaged, the Service Provider will be required to renovate areas. The use of heavy equipment for these tasks should only be used in suitable conditions and where sites allow. Any damage, such as production of wheel ruts, will need to be rectified by the Service Provider and in any event should be avoided.

#### 4.7. Pitch Maintenance – Aeration

The worn areas, such as centre spots and goal mouths, should be aeriated to relieve compaction of the soil and to aid drainage. This can be achieved by either by use of hand forks to a depth of 100mm, or by the use of a suitable purpose designed machine. If a machine is used, then the depth of penetration should not be less than 100mm. For both methods, the intervals should be no more than 12mm in any direction.

#### 4.8. Pitch Maintenance - Rolling of Grass Areas

It may be necessary, to roll pitches due to excessive use in wet weather or other circumstances which have caused unexpected damage. Rolling should only be carried out after consultation with the Customer. The weight of any rollers should not exceed 1000kg and care should be taken to ensure that the rolling does not further worsen the situation needing to be remedied. Replacing divots should be undertaken by the users. The requirement to undertake divot replacement and the requirement for any other treatments of pitches such as sand application, will only be undertaken on instructions from the Customer.

## 5. Hedge Maintenance

- 5.1. The Contractor shall maintain all hedges on sites listed in the appendix of this Specification (Appendix C pg. 12) and listed in the site profiles.
- 5.2. The hedge maintenance operations which the Contractor is required to undertake are divided into two categories and these are coded 'X' & 'Y' in this Specification. The Appendix of this Specification also indicates the frequency of hedge maintenance required for each site. Sides and tops of hedges are to be pruned wherever accessible.
- 5.3. The Contractor shall undertake the work of maintenance of each hedge code, in accordance with the following requirements. All arisings will be collected and disposed of by the contractor.
- 5.4. The contractor must be aware that under the provisions of the Wildlife and Countryside Act 1981 (Amended 1985), it is an offence to disturb nesting birds of certain species. It is the Contractors responsibility to ensure that they are aware, and the operatives are aware of these provisions and ensure that species covered by the Act are not present during the maintenance operation.
- 5.5. In general hedges should be cut back to the previous year's growth. This should be undertaken by a skilled operative using appropriate machinery that has sharp blades, depending on the type and location. The finishing cut face shall be square with a slight taper from bottom of the hedge to the top. Any clippings lodged in the top or sides of hedges shall be removed by hand as required. Any litter should also be removed from the hedge and its base, before cutting commences.

- 5.6. Where flails are used on larger hedges, then the mulching's shall be swept or blown into the hedge bottom.
- 5.7. Where hedges abut trees and property, care should be taken to ensure no damage is caused to either.
- 5.8. New hedges will need to be allowed to grow to their required height. These will be identified, and their treatment agreed with the Supervising Officer.
- 5.9. Hedge cutting will include cutting, clearing arisings, removal of litter, removal of grass and weed growth from the base of the hedge and removal of brambles and weed saplings with their roots removed where possible.
- 5.10. Any presence of pest, disease or any significant die-back should be reported to the Customer. Recommended actions should be made to the Customer before a final decision is made as to what action is to be taken

#### 5.10.1 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. The contractor will check and avoid disturbing bird nests before starting work.

#### 5.10.2 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. The contractor will check and avoid disturbing bird nests before starting work.

- 5.11. The Contractor, in undertaking the works required to hedges codes X & Y shall:
  - 5.11.1. 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 3 working days thereafter.
  - 5.11.2. 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.
  - 5.11.3. 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.
  - 5.11.4. 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.

- 5.11.5. All arisings will be removed from the site and disposed of by the contractor. The site shall be left clean and tidy on completion of the work.
- 5.11.6. 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 disposed of by the contractor on the same day as the material is removed from the base of the hedge.
- 5.11.7. 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 unless previously agreed or specified.

## 6. Cleansing and Associated Activities

The Contractor is required to undertake the following activities:

- a) removal and disposal of litter and recycling.
- b) cleansing or herbicide treatment of paths and hard surfaces.
- c) leaf & tree debris clearance.
- d) emptying and cleansing of general and green waste bins including the disposal of content.

#### 4.1. Removal and Disposal of Litter

- 4.1.1. The Contractor shall undertake the collection, removal, transportation and disposal of general and green waste from the areas listed in the Appendices into the trade waste collection bins provided (purple bins) and green waste into the designated green waste bay at Stamford Cemetery ready for removal by the contractor on a monthly basis. The Contractor shall remove the collected litter and green waste from the site on the days specified in the Appendices.
- 4.1.2. 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, banks, and any other associated areas within the sites.
- 4.1.3. The Contractor shall, in addition to undertaking the works detailed in Sections 4.1 and 4.2 of this Specification, undertake the collection, removal, transportation and disposal of the following items from the areas of the sites listed in the Appendices of this Specification in accordance with the frequencies listed in the Appendices:
  - i. abandoned shopping trolleys
  - ii. broken tree branches and twigs.
  - iii. bonfire ash litter and debris.
  - iv. broken glass.
  - v. dog faeces.
  - vi. hypodermic syringes, needles and drug related material defined as clinical waste in accordance with the Controlled Waste (England and Wales) Regulations 2012.
- 4.1.4. The Contractor shall, with the exception of items listed in Section 4.1.3(i) and 3.1.3(vi) deliver the items collected under Section 4.1.3 of this Specification to and dispose of at a properly licensed disposal site.

Supermarket trolleys collected under Section 4.1.3(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 4.1.3(vi) shall be dealt with as follows:

- a) 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.
- b) the disposal of the above materials shall be to a disposal facility licensed and designed for the disposal of this type of waste.
- 4.1.5. 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 4, report immediately to the Supervising Officer and confirm in writing with the date and time of the inspection evidence of:
  - a) 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;
  - b) 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, office, toilets, and the like;
  - c) 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 that working day. For exterior furniture, the Contractor shall make the items safe in accordance with Section 8.2.

#### 4.2. Cleansing of Paths and Hard Surfaces

4.2.1. 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 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 surfaces. 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.

4.2.2. 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.

#### 4.3. Herbicide Treatment of Weeds on Hard Surfaces

The Contractor will make two applications of a non-residual herbicide (animal & child safe) within the COSHH document provided, approved by the Supervising Officer to hard surface 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.

#### 4.4. Leaf & Tree Debris Clearance

- 4.4.1. In the case of Stamford 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. On all other sites the Contractor shall undertake the clearance of all fallen leaves and tree debris from the whole of the areas Once in November and once in February In carrying out this operation the Contractor shall remove leaves and tree debris from paths, grass areas, graves 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.
- 4.4.2. 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.
- 4.4.3. 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.
- 4.4.4. 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.
- 4.4.5. The Contractor shall, if directed by the Supervising Officer in writing,
  - 3.4.1.1. 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
  - 3.4.1.2. undertake leaf and tree debris clearance to the sites listed in the Appendices of the Specification at increased (for additional payment) or reduced frequencies.

#### 4.5. Removal of dead flowers

4.5.1. The Contractor shall, on a monthly basis, remove all dead cut flowers from receptacles on or around graves throughout Stamford 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.

#### 4.6. Litter Bin Emptying, Repair and Maintenance

- 4.6.1. 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.
- 4.6.2. 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.

4.6.3. New or replacement bins will be paid for by the Town Council.

#### 4.7. Litter and Recycling Bin Emptying

- 4.7.1. The Contractor shall undertake the emptying of all the litter and green waste bins at the locations listed in the Appendices of this Specification at the frequencies specified together with the transportation of the litter and green waste bins content to and the disposal of same at properly licensed disposal sites.
- 4.7.2. In undertaking the litter and green waste bins emptying operation referred to in this Section the Contractor shall: -
  - (a) empty the entire content, 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 2 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.
  - (f) ensure that any litter or green waste bins 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 content of the litter and green waste into the designated green waste bay at Stamford Cemetery ready for removal by the contractor on a monthly basis at a properly licenced disposal site, with the general waste in the trade waste bins provided.

#### 4.8. Litter and Recycling Bin Washing

4.8.1. The Contractor shall thoroughly wash Council litter and green waste 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 green waste bins, liners, support brackets, posts and bases of the litter and green waste bins. Cleaning is to be carried out when required. 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. All cleaning material provided by the contractor is in accordance with the COSHH document provided.

## 7. Maintenance and Care of Shrub/ Flower Beds

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

- (a) the maintenance of beds on a frequency basis.
- (b) annual cultivation of flower and shrub beds.
- (c) the pruning and care of roses.
(d) the pruning and care of shrubs.

#### 5.1. Maintenance of Shrub Beds on Frequency Basis

- 5.1.1. Prior to undertaking any operation detailed in Section 5.1 the Contractor shall collect and remove all litter and debris from each flower and shrub bed and deliver the arising's to and dispose of at a properly licensed disposal site.
- 5.1.2. The Contractor shall remove weeds from all shrub beds listed not less than every 4 weeks from 1st of March to the 31st of 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.

#### 5.2. Pruning and Care of Shrubs and Young Trees

- 5.2.1. Three times yearly in April, July, and September. Checking for nesting birds and ensuring there is no disturbance to any nesting birds and wildlife in compliance with the Wildlife and Countryside Act 1981 (Amended 1985), 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 in accordance with the following requirements: -
  - (a) 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.
  - (b) 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 5.11.1 and 5.11.2 (page 32) relating to safety during hedge cutting shall apply to the pruning of shrubs.
  - (c) 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.
  - (d) where shrubs have been incorrectly pruned, the Contractor shall make good, carrying out remedial pruning or replacing the shrub as required by the Supervising Officer and such work will be carried out by the Contractor without additional payment.
  - (e) All suckers shall be removed from graft stock, by cutting them back level with source stem or root.
- 5.2.2. 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 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.

#### **5.3. Removal of Sucker Growth from Trees**

The Contractor shall once a year from November remove all epicormic shoots from the base of the 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.

## 8. Maintenance of Exterior Furniture (this item is optional but would be looked upon favourably as an extra by the Council)

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

- 8.1. Once monthly in each year of the Contract inspect all the benches and picnic tables on all sites 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.
- 8.2. When carrying out removal of litter in accordance with Section 4, 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.
- 8.3. 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 cost and materials to be used are to be provided by the contractor shall have the prior approval of the Supervising Officer and shall be applied in accordance with the recommended guidance.
- 8.4. 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.

# Appendix D– Commercial Information

# Part A

### 1. Commercial Information

### 1. Company/Organisation identity

1. Company name of organisation submitting the tender:

2. Contact name and position in organisation:

3. Company address:

4. Contact telephone number / Emergency number:

5. Contact e-mail address:

6. Company web site address:

7. Company registered address if different from above:

8. Type of Business and Fleet of equipment available:

9. If the Business is a Company:

Is it a Subsidiary of another Company?

If yes, please give details:

Approved STC:

10. Date of Business formation:

11. Please state number of grounds maintenance employees:

12. Please state which branch the Contract will be serviced from:

13. Please give any other details, which you feel may be relevant, for example, similar Contracts in the area or for similar authorities, etc:

#### 2. Areas of Business

1. Indicate below the principal areas of business activity of your organisation:

2. Please indicate which elements if any, of the services your organisation anticipates may be sub-contracted:

#### 3. Insurance

3. Please provide a copy of your organisation's insurance certificates and provide the required information regarding your company/organisation's insurance cover:

Public Liability Insurance min £10,000,000	
Insurer	
Policy Numbers	
Expiry Date	
Limits of indemnity (per occurrence and aggregate)	
Excess (if any)	

Employers Liability Insurance min £10,000,000	
Insurer	
Policy Numbers	
Expiry Date	
Limits of indemnity (per occurrence and aggregate)	
Excess (if any)	

#### 4. Health and Safety

- 1. Please supply the name and designation of the person responsible for the implementation of the organisation's Health and Safety Policy.
- 2. If you employ 5 or more employees, please enclose a copy of your current Health and Safety policy and Method Statement.
- 3. If you employ less than 5 employees, please tell us how you ensure that your Health and Safety measures are put into place and practiced within your organisation. Method Statement to be provided.

#### 4. Environmental Sustainability

1. Please enclose a copy of any environmental management certification that your organisation holds. If you do not have any certification, please detail how your organisation complies with environmental legislation.

# Part B

# **Technical Capability**

## 1. Previous Experience

1. Please provide information of your organisations technical capacity and expertise and experience over the past five years of carrying out similar services under a formal contract to the public sector, in particular, parish councils or other public bodies.

2. Please detail below any problem/delay that has been encountered by your organisation when implementing new contracts such as this. If problems / delays have been encountered, please explain how the situation was resolved.

NOTE: Bidders must have existing experience of all the equipment that is currently in use so they can deal with faults from the start of the contract.

#### 2. Staff Skills and Development

1. Please indicate below whether any operatives you employ and would expect to engage on this contract have specific skills/qualifications related to the range of requirements set out in the specification.

Skill / qualification	Number of operatives

2. Please provide details of your current training policy/procedures (including any health and safety training) and describe how you ensure that skills are maintained. Max 400 words.

## Part C 1. References

# Please provide details of three companies for which you have delivered similar projects that will provide reference. The Authority will take up two references unless you currently have a grounds maintenance contract with the Council.

# **Reference 1**

Company Name	
Company Address	
Contact name	
Contact Phone Number	
Contact e-mail address	
Website details	
Contract start / end dates	
Value of contract	
Brief description of contract including use of sub-contractors if applicable	

# **Reference 2**

Company Name	
Company Address	
Contact name	
Contact Phone Number	
Contact e-mail address	
Website details	
Contract start / end dates	
Value of contract	
Brief description of contract including use of sub-contractors if applicable	

## Part D

#### **Technical Proposal**

#### 1. Service Requirements

Please detail below the format in which your organisation can receive Service Requests.

#### 2. On-site Arrangements

What arrangements does your organisation have for the removal of any green waste and debris accumulated during the supply of the services?

#### 3. Quality of work and Supplier conduct

Please detail the checks that your organisation will make to ensure that the services will be carried out by a suitably trained and competent team / member of staff.

#### 4. Sub-Contracting

Please detail your organisations methodology for employing sub-contractors and ensuring that subcontractors if used on this contract are fully compliant with the terms and conditions of the Framework Agreement.

# Appendix E – Financial Proposal – Each element to be itemised as per Appendix C – Schedule of Works (pg. 20)

Element 1 -				
Location	2025/26	2026/27	2027/28	2028/29
Recreation Ground				
Meadows				
Uffington Road Allotment				
Hedges				
STC Open Spaces				

#### Element 2 –

Location	2025/26	2026/27	2027/28	2028/29
Empingham Road Sports				
Field				
Uffington Road Sports				
Field				
Grass Tennis Courts				

#### Element 3-

Location	2025/26	2026/27	2027/28	2028/29
Stamford Cemetery				

#### **Optional Element**

Item	2025/26	2026/27	2027/28	2028/29
Maintenance of Exterior				
Furniture on all sites				

**NB:** Please attach additional spreadsheet if necessary

## Appendix F – Form of Tender and Declaration

#### Declaration

I/We agree to complete the work in accordance with the Invitation to Tender, Standard Contract Terms, Specification of Works, Schedule of Works and location plans.

I/We agree to submitting insurance liability, applicable risk assessments, Method Statement, Health and Safety Policy and COSHH, if required.

I/We understand that Stamford Town Council is not bound to accept the lowest or any Tender or part thereof and that the Council will not be responsible for any expense incurred in preparing this Tender.

I/We certify that the amount of the Tender has not been calculated by agreement or arrangement with any other person, firm or company and that the amount of the Tender has not been communicated to any person and will not be communicated to any person until after the closing date for the submission of Tenders.

I/We agree to not discuss the Tender cost with council officers or councillors.

By signing and submitting this tender form you agree that you fully understand the commitments and requirements contained and, if successful are willing to be bound to the contract as expressed.

Signed	.Date
On Behalf of	
Position Held	

#### **Non-Collusion Declaration**

We certify that this is a bona fide tender, and that we have not fixed or altered the amount of the tender by or in accordance with any agreement or arrangement with any other person. We also certify that we will not at any time before the time and date specified for the return of this tender, carry out any of the following acts:

- a) Communicate to a person the amount or approximate amount of the proposed tender, except where the disclosure of the approximate amount of the tender was necessary to obtain insurance quotations required for the preparation of the tender. This disclosure was kept in confidence between ourselves and the third party providing the insurance quotation.
- b) Enter into any arrangement and/or agreement with any other person as to the amount of any tender to be submitted or that they shall refrain from tendering.
- c) Offer to pay/give or agree to pay/give any sum of money or valuable commodity directly or indirectly to any person for doing/having done or causing/having caused to be done in relation to any other tender or proposed tender for the said specified work any act described above.

In this certificate, the word "person" includes any persons and/ or association, incorporate or unincorporate; and "any arrangement or agreement" include any such transaction formal or informal, and whether legally binding or not.

Signed	.Date
On Behalf of	
Position Held	

# Appendix G – 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: -
	<ul> <li>(i) 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 falland blown vegetation, bud burst, blossom, deposits arising from fly tipping and any other material fouling thepath or hard surface.</li> </ul>
	<ul> <li>(ii) the control and removal of unwanted vegetation and organic material howsoever caused or occurring.</li> </ul>
	(iii) the transportation and disposal of all waste products arising from the provision of the services.
	(iv) emergency cleansing of areas as directed by the Supervising Officer.
"Culvert Storm Drains"	shall mean a tunnel carrying a stream or open drain under a road.
"Daily"	shall mean Monday to Friday, inclusive. Excluding Bank and Public Holidays
"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.
"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 clearanc peration"	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 winte maintenance, oil, vomit, gum, hypodermic syringes, needles and dr related material defined as clinical waste in accordance with the Controlled Waste (England and Wales) Regulations 2012; leaf and fruit fall and blown vegetation, bud burst, blossom, twigs and branches, deposits arising fromfly tipping and other material howsoever caused or occurring. Large volumes of material that ha been fly tipped will be removed by instruction and paid for as an additional payment.
"Litter Bin"	shall mean any receptacle either free standing or fixed to the groun 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 2.2.8 of the Specification.
"Obstacles"	shall mean seats, streetlights, signs, manhole covers, memorials, trees, shrubs and any other obstruction within grassed areas. Obstacles shall also include edges of paths, wall and fence bases a other boundaries to grassed areas.
"Performance Based"	shall mean any maintenance operation where the standard required specified in the Contract Documents and the Contractor is required judge the frequency of operations necessary to achieve the specifie standards.
"Pesticides"	shall mean chemicals, compounds and/or any proprietary products produced for the control and/or eradication of pests and shall inclu insecticides, acarcides, lumbricides and moluscicides.
"Court 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.

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.

"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 Stamford Town Council, namely the Facilities & Allotment Officer, or any other officer duly authorised by them to act on behalf of the Council in relation to the Contract.
"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.

Appendix H – Site Plans Element 1 Recreation Ground



Element 1 Grey – Grass Code D Purple – Grass Code F Green – Hedge Code X

# Meadows



Element 1 Grey – Grass Code D Purple – Grass Code H

## Allotments



Element 1 Hedge Code Y - Brown

## STC Open Spaces STC Open Spaces –Between Chatsworth Road & Rockingham Road.



Element 1 Grass Code D – (Grey)

STC Open Spaces – Between Casterton Road & Chatsworth Road, Between Casterton Road & Hardwick Road.



Element 1 Grass Code D – (Grey)

STC Open Spaces – Between Cedar Road & Arran Road, Cedar Road, Hazel Grove.



Element 1 Grass Code D – (Grey)

## STC Open Spaces –Cedar Road.



Element 1 Grass Code D – (Grey)

## Element 2

## **Uffington Road Sports Field**



Element 2 Grass Code F (Red) Hedge Code – Y (Brown)

# **Empingham Road Sports Field**



Element 2 Grass Code E - Pink Hedge Code X – Green



Element 2

Grass Code G - Yellow

## Element 3 Cemetery



### <u>Stamford Town Council</u> Stamford Cemetery

Approved STC:

Hedge Code Y - Brown