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GROUNDS MAINTENANCE CONTRACT

LYNEHAM & BRADENSTOKE PARISH COUNCIL

1st APRIL 2022 TO 31st MARCH 2025 (3 Years)

Areas to be maintained: As identified on the attached map including the sites listed below with the specification.

BRADENSTOKE SITES:

Site 1: Bradenstoke Play Park, to include dog exercise field.

- To cut all grassed areas between fourteen to sixteen times per year.
- All grass cuttings to be left but care to be taken not to scatter grass cuttings on any adjacent hard surface footpaths.
- To trim around any benches, trees, shrubs, and other objects fixed into the ground. When strimming, care to be taken not to cause damage to trees, shrubs, or other fixed objects.
- To clear any areas of brambles or other overhanging shrubbery twice per year.
- Weed control measurers along the bottom of any fences once per year.

Site 2: Grass verge alongside Bradenstoke Play Park, including the ditch.

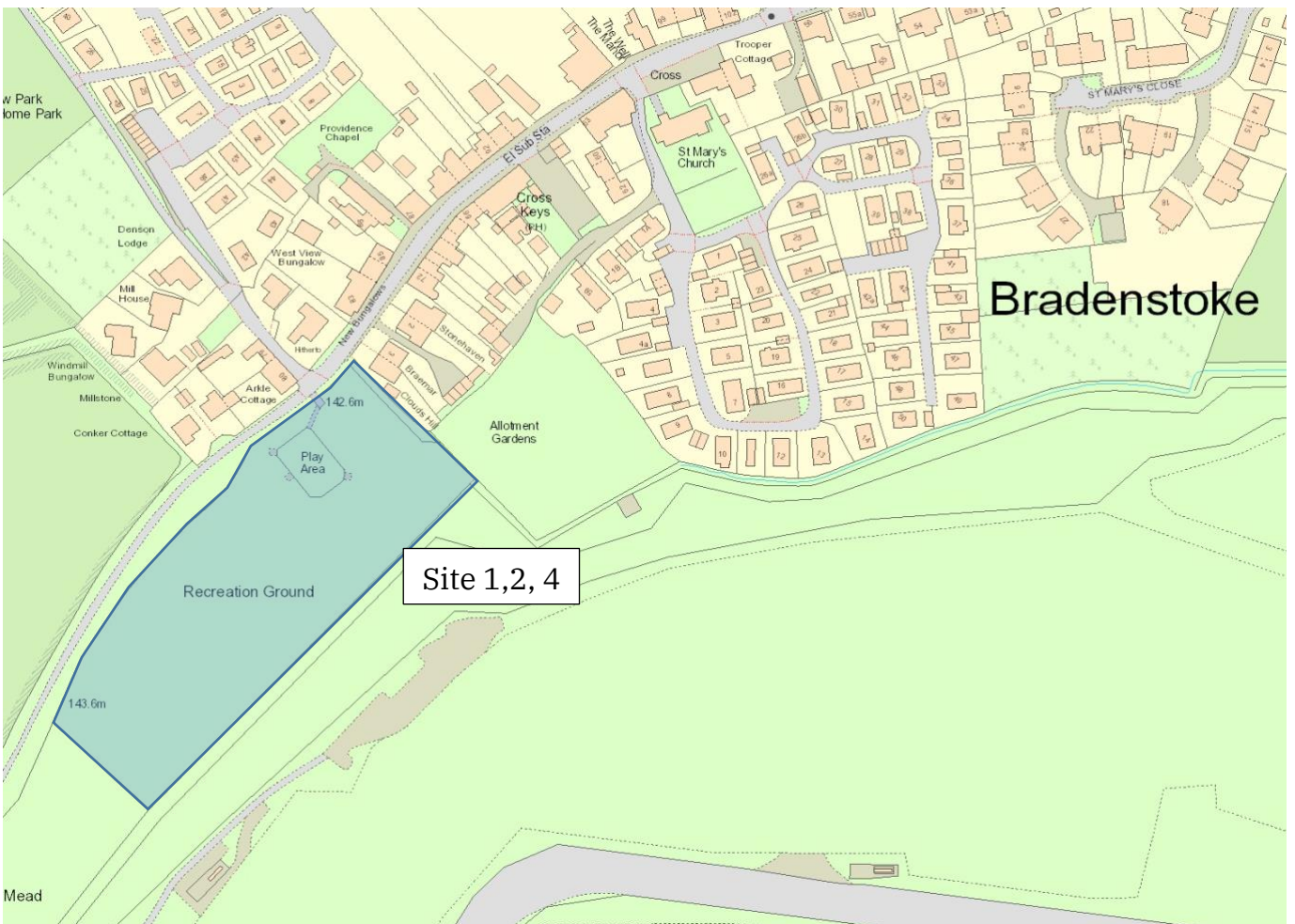
- To cut grass and clear ditch once per year in October.

Site 3: Hoppy's Corner, Bradenstoke

- To cut all grassed areas fourteen to sixteen times per year.
- All grass cuttings to be removed.
- To trim around any benches, trees, shrubs, and other objects fixed into the ground. When strimming, care to be taken not to cause damage to trees shrubs or other fixed objects.

Site 4: Grassed Area outside dog exercise field, Bradenstoke.

- To cut grass fourteen to sixteen per year.
- All grass cuttings to be left.



LYNEHAM SITES:

Site 5: Pound Close Play Area, Lyneham.

- To cut all grassed areas fourteen to sixteen times per year.
- All grass cuttings to be left but care to be taken not to scatter grass cuttings on any adjacent hard surface footpaths.
- To trim around any benches, trees, shrubs and other objects fixed into the ground. When strimming care to be taken not to cause damage to trees or shrubs or other fixed objects.
- To clear any areas of brambles or other overhanging shrubbery twice per year.
- Weed control measures along the bottom of the fences once per year.

Site 6: Lyneham Green (see map)

- To cut all grassed areas fourteen to sixteen times per year.
- All grass cuttings to be left but care to be taken not to scatter grass cuttings on any adjacent footpaths.
- To trim around any benches, trees, shrubs and other objects fixed into the ground. When strimming care to be taken not to cause damage to trees or shrubs or other fixed objects.
- To clear any areas of brambles, nettles or other overhanging shrubbery twice per year.
- The small area that has been left as a wildflower meadow to be cut once per year after natural die back has occurred – all grass cuttings to be removed.

Site 7: Grassed area on bend outside Melsome Road.

- To cut grass fourteen to sixteen times per year.
- All grass cuttings to be left.

Site 8: Ditch adjacent to Melsome Road.

- To clear ditch and cut surrounding grass once per year.
- All grass cuttings and other arisings to be removed.

Site 9: Hedge and grass banks adjacent to the footpath outside St Michael's Church, Lyneham.

- To cut grass bank four times per year in April, June, July and September.
- All grass cuttings to be removed.

Site 10: Area in front of Church Farm Mews, Lyneham (see map)

- To cut grass six times per year in April, May, June, July, August and September.
- All grass cuttings to be left.
- To cut back any shrubbery overhanging the footpath as necessary, all arisings to be removed.

Site 11: The Green adjacent to Church Cottage, Lyneham (see map)

- Grass to be cut fourteen to sixteen times per year.



- All grass cuttings to be left but care to be taken not to scatter grass cuttings on any adjacent footpaths.
- Ditch at the rear of grassed area to be cleared once per year and arisings to be removed.



GENERAL CONDITIONS

Always maintain grass sward between 15mm – 60mm in height from March to October in all Recreational and Amenity Areas.

Tenderers are requested to provide the cost of carrying out additional cuts over and above the required frequency to enable the Council to react to changes in weather and growing conditions.

Where Spring bulbs are planted in puss, not to cut until natural die back of bulbs has occurred.

Weed control measures must be those approved by current legislation and any adjoining neighbours must be informed in advance that weed spraying is to be carried out.

Any gates must be fastened and locked after work has been completed.
Any damage to trees, hedges, fences, or other fixed objects must be reported to the Parish Clerk within 24 hours.

VARIANCE

The Parish Council retains the right to amend. remove or add land and amend the frequency of requirement, after prior negotiation with the contractor.

NOTICE

The Parish Council may give one month's notice to cease the contract in the event of unsatisfactory or uncompleted work.

Grass Cutting – General Notes

The following requirements to be complied with:

- a) Avoid sharp turns and scuffing with vehicles on grass areas.
- b) Machines to be well maintained, correctly adjusted, and set to give a clean, even cut across the cutting width without chewing, tearing or ribbing.
- c) In drought the cutting height to be raised to maintain sward at a maximum height of 60mm. Mowing to continue only while growth continues to reach maximum specified height.
- d) Mow at approximately 90 degrees to the direction of the previous cut.
- e) Machinery weight/pressure should be of a type to prevent compacting or rutting.



- f) Sites to be kept tidy – grass cuttings/debris to be swept off non-grass areas (paths etc).
- g) Areas to be inspected prior to mowing and cleared of rubbish, litter, stones etc.
- h) Naturalised bulb areas to be left uncut until 6 weeks after completion of flowering, after which areas to be cut and tidied and mown as usual specification.
- i) All operatives to wear relevant Personal Protective Clothing to ensure a reduction of any potential injuries.
- j) All areas to have a Risk assessment carried out prior to the initial cut. All operations to be covered by relevant insurance including £5 million public liability insurance.

NOTE: If inclement weather or site conditions prevent mowing the contractor must regain the specification as soon as practicable.

WORKING HOURS

The Contractor shall not perform the Services at any Location outside the following times:

- 7.30 am and 6.00 pm, Mondays to Fridays, and 8.00 am to 1.00pm on Saturdays.
- In addition, the Contractor shall not use noisy equipment such as leaf blowers and lawn mowers before 9.00am. For the avoidance of doubt, where any dispute arises as to whether equipment is noisy the decision of the Clerk to the Council shall be final.

These hours may be varied in the event of an emergency either by permission of the Clerk to the Council or at his instigation. In either case the Variation will be confirmed within 24 hours.

INSURANCE:

The Contractor must provide evidence of £5 million Public Liability insurance at the start of the contract and then each following year that the contract remains in place.

ACCESS

Access to some of the Locations to be maintained is restrictive of the size of vehicle/machine that can be used. It is the responsibility of the Contractor to acquaint

himself with the access to each Location, and any other problems affecting access relating to all Locations.

The Contractor shall avoid, where possible, vehicle encroachment onto grass and other areas, except where vehicle encroachment is absolutely necessary for effective performance of the Contract. In any event, the Contractor shall not encroach onto such areas during excessively wet ground conditions.

Any damage caused due to encroachment onto grass and other areas by the Contractor's plant or vehicles shall be made good at the Contractor's expense and within time limits specified by the Property Manager.

SAFETY, HEALTH AND WELFARE MEASURES

The Contractor shall ensure that all safety and welfare measures required by virtue of Clause 18 of the Conditions and the provisions of any enactment or Regulations are strictly complied with, including without limitation,

- The Construction (Lifting Operations) Regulations 1961,
- The Construction (General Provisions) Regulations 1961,
- The Factories Act 1961,
- Agriculture (Field Machinery) Regulations 1962,
- The Offices, Shops and Railway Premises Act 1963,
- The Construction (Health and Welfare) Regulations 1966,
- The Construction (Working Places) Regulations 1966,
- The Asbestos Regulations 1969,
- The Highways Act 1971,
- The Poisons Act 1972,
- The Health and Safety at Work Act 1974,
- The Control of Pollution Act 1974,
- Control of Pollution (Special Waste) Regulations 1980,
- Food and Environment Protection Act 1985,
- The Control of Pesticides Regulations 1986,
- The Straw and Stubble Burning Code 1986,
- The Highways (Amendment) Act 1986,
- The Control of Asbestos at Work Regulations 1987
- The Control of Substances Hazardous for Health Regulations 1989
- Electricity at Work Regulations 1989/Noise at Work Regulations 1989
- The Water Act 1991

together with all amendments to the above regulations and enactments and the working rules or Codes of Practice of any industry whether instituted by the industry or government of any other competent body.

All Works in connection with this Contract shall be carried out using all necessary protective equipment, clothing etc.

Where strimmers/brushcutters are being used, the Contractor shall provide the following minimum safety equipment for use by the operator(s),

- Safety helmet to British Standards, currently BS 4423
- Gloves
- Goggles/eye shield
- Safety boots (with internal or external steel toe-cap)
- Ear-defenders
- First Aid Kit

The Contractor shall inform the Clerk to the Council immediately of any unsafe feature or any matter or cause for public concern on any Location at which he is providing the Services. The Contractor shall confirm these details in writing within 48 hours.

The Contractor shall provide and maintain all necessary facilities for his own employees and for those employed by Sub-Contractors, including washing facilities.

ACCIDENT REPORT

In the event of an accident or a dangerous occurrence the Contractor will prepare a report. A copy of all accident reports or reports of dangerous occurrences occurring in relation to this Contract shall be sent to the Clerk to the Council who is responsible for the Location at which the incident occurred within 48 hours of the occurrence.

LEGAL REQUIREMENTS

The Contractor shall satisfy himself as to, and comply with, all Legal Requirements affecting the provision of the Services and in particular (but without limitation) with regard to the control of traffic and the conduct of persons and shall pay any costs or expenses incurred in complying therewith.

NOISE CONTROL

The Contractor shall ensure that all measures to control the noise levels produced by his operations on site required under or by virtue of any enactment or regulation or by the working rules of any industry, are strictly complied with.

The Contractor's attention is drawn in particular to the Noise Abatement Act 1960 and the Control of Pollution Act 1974 and all amendments thereto, and Paragraph 2 of these Preliminaries "Working Hours". Attention is also drawn to the Noise at Work Regulations 1989.

TOOLS AND PLANT

The Contractor shall provide all tools, plant, vehicles, implements and machinery necessary for the proper execution of the services and clear away on completion. All Contractor's vehicles are to be clearly marked with the name of the Contractor.

Plant and tools shall always be used in the correct manner and for the correct purpose. All plant and tools shall be provided with the correct guarding, interlocking devices etc. The safety devices shall always be used when operating any tools and/or plant. Any plant and tools shall be satisfactorily maintained, and records of maintenance shall be available for inspection.

MATERIALS

All vehicles, materials, equipment, and chemicals to be used in connection with the provision of the Services shall be supplied by the Contractor and included in his rates.

EXISTING GRASS SWARDS - REINSTATEMENT OF DAMAGE

The Contractor shall make good any damage caused to existing grass swards at any location because of the Contractor's operations. The reinstatement of the grass shall be to the satisfaction of the Clerk to the Council and entirely at the Contractor's expense. This includes any damage caused by cutting with inappropriate machinery or at inappropriate times and any damage caused by herbicides.

REMOVAL OF LITTER, RUBBISH AND ARISING PRIOR TO AND ON COMPLETION OF WORKS

Prior to commencing any operation on a landscape feature the Contractor shall first collect all litter, debris, and other deleterious matter from the landscape feature.

The Contractor shall remove from the Location rubbish and litter arising from Services provided under this Contract both as it accumulates from time to time and at the completion of every working day. This includes all trimmings and pruning arising from work operations, edging and leaf clearance operations, and all other debris or litter.

INCLEMENT WEATHER

The Contractor shall perform the Standard Services and Additional Services to the Contract Standard and in accordance with the programme of works regardless of the weather or climatic conditions. In exceptionally adverse weather conditions, the Contractor may seek the Clerk to the Council's approval to suspend all or any part of the Services for the period during which the adverse weather conditions continue. The



Clerk to the Council acting reasonably and without undue delay may give such approval.

Agreed Terms are as set out above for an agreed contract (CM21/351) of £500 per cut based on 14 cuts per year (£7,000), commencing April 1st, 2022, for 36 months (with an additional 2 cuts if required). Payment will be made by BACS for each invoice presented up to the total amount agreed. Additional cuts and related works should be agreed with the Parish Clerk prior to the work being performed.

Contractor Signature _____

Date _____

A handwritten signature in black ink that reads "Elizabeth Martin". The signature is written in a cursive style with a large, stylized 'E' and 'M'.

Elizabeth Martin

Parish Clerk

On behalf of Lyneham & Bradenstoke Parish
Council