

KINGSLEY PARISH COUNCIL

**GROUNDS MAINTENANCE TENDER
SPECIFICATION**

VILLAGE ENHANCEMENTS

2026

SPECIFIC CONDITIONS OF TENDER

1. WARRANTIES

1. Without prejudice to any provisions of the contract document, the contractor warrants, represents and undertakes to the Council that so far as it is aware (after having made due and diligent enquiry) all information represented and other matters of fact communicated in writing to the Council by the contractor in connection with or arising out of the tender are true, complete and accurate in all material aspects.
2. That the contractor has made its own investigations and research, has satisfied itself in so far as it is able to do so in respect of all matters relating to the services to be provided under the contract, and will not have entered into the contract in reliance, upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council.
3. As at the date of its execution of the contract, it has full power and authority to enter into the and provide the services, and will if required, use its reasonable endeavours to produce evidence to this effect to the council.
4. During the contract period it will have sufficient working capital, skilled staff, equipment, machinery and other resources to provide the services in accordance with the contract document.

2. ENTIRE CONTRACT

- 2.1. The contract documents shall, save as expressly provided otherwise comprise the entire agreement between the Council and the contractor and no other document shall be admissible in evidence for the purpose of interpreting or construing the contract document unless such document is signed by the duly authorised representative of each of the parties and intended to have contractual effect.
- 2.2. The contract document shall supersede all prior correspondence, communications negotiations or dealings between the Council and the contractor and their respective representatives whether in writing, oral or otherwise, when issued.

3. SUFFICIENCY OF TENDER

- 3.1. The Contractor shall be deemed to have satisfied themselves before submitting their tender as to the correctness and sufficiency of the rates, prices and percentages stated by them which shall cover all his obligations under the Contract.

4. LENGTH OF CONTRACT

- 4.1. The Contract shall be for the period of 2026 from the Commencement Date and shall not be terminated by either party within that period save in accordance with the provisions of the Contract.
- 4.2. At the end of the contract period, should the Council wish to do so, it can, following a resolution by full Council, vote to extend the contract for no longer than 1 (one) year.

5. MODIFICATION

- 5.1. The Council shall be entitled to issue to the Contractor instructions in writing requiring the Contractor to do all or any of the following:
 - 5.1.1. Request that additional work to be carried out that is not in the original contract.
 - 5.1.2. To omit and to cease to perform any part of the service or services.

6. PERSONAL PROTECTIVE EQUIPMENT AT WORK REGULATIONS 1992

- 6.1. The Contractor shall have regard to the Council's health & safety policy and safe working practises when preparing their own statements, copies of which shall be supplied prior to the commencement of the Contract.

- 6.2. The Contractor shall nominate a person to be responsible for health and safety matters required by the Health & Safety at Work Act 1974. Whilst on Council owned premises the Contractor shall require his employees to comply with the lawful requirements of Health & Safety at Work Act 1974 and provide the Council with activity risk assessments where applicable. The Council's staff will retain copies of all H&S paperwork received from the contractor.
- 6.3. All PPE is to comply and be maintained in line with HSE personal protective equipment requirements <https://www.hse.gov.uk/toolbox/ppe.htm>.

7. UNIFORMS AND IDENTIFICATION

- 7.1 The Contractor shall ensure that all persons employed in the performance of the service or services including supervisors, shall at all times be properly attired and presentable. The clothing provided shall be adequate and sufficient to afford protection to the employee in the performance of his duties and clearly identify them as an employee of the contractor.
- 7.2 Representatives of the Contractor shall carry, at all times, identity cards in a form approved by the Council and make such cards available for inspection on request by any member of staff of the Council.

8. LEGAL FEES

- 8.1. Each party shall bear its own legal and other fees in relation to the preparation and submission of the Tender document and the contract.

9. DOCUMENTATION

- 9.1. The contractor shall report to the Council monthly. This information should be provided 1st Wednesday of the month.

10. TUPE

- 10.1 The current contractors have confirmed that TUPE does not apply.

11. PRICE FIRM PERIOD

- 11.1 The basis of the arrangement will be a fixed price.

STANDARDS

12. STANDARD SPECIFICATION

- 12.1 Where an appropriate British Standard Specification or Standard Code of Practice issued by the British Standards Institution is current, all goods used or supplied in providing the service or services and all workmanship shall be in accordance with that standard or equivalent standard recognised in the European Union Area.
- 12.2 See detailed specification and standards.

Kingsley Village Enhancement

Location: Various locations around the village APRIL to OCTOBER.

Scope of work:

To carry out various tasks around the Parish to help protect, maintain and enhance the village environment.

The main tasks which will require focus / attention include:

St Johns School planted area (MONTHLY):

- Weeding and pruning
- General clearance (litter, leaves, other debris)
- Removal and disposal of any cuttings, weeds from the site

Planted Bank area adjacent to Co Op car park and St John's School (MONTHLY):

- Weeding and pruning
- General clearance (litter, leaves, other debris)
- Removal and disposal of any cuttings, weeds from the site

Raised Planters (MONTHLY):

- Planting of planters each year with spring, summer and winter bedding plants or bulbs (KPC to fund purchase of required plants following presentation of planting scheme by contractor and cost). All plants to be pre-approved by Clerk prior to purchase.
- Weeding, pruning and watering of planters.
- Removal and disposal of any cuttings, weeds from site.

The Cross (MONTHLY):

- Both sides (outside pharmacy, and opposite where fingerpost is located).
- Mow grass around daffodils throughout Spring. Once the daffodils have died back, mow entire area.

Pavements (MONTHLY ON ROTATION):

- Side out / edge out of pavements to ensure clear of any vegetation: Westbrook, Middle Lane, Hollow Lane (particularly between St John's School and the Cross), The Cross (Mill Lane) to Ball Lane, The Brow, Brookside, the Community Centre, Top Road (from Dark Lane to Beech View Road).

Footpath Chapel Lane to Well Lane (MONTHLY):

- Clear footpath of any vegetation, remove leaves, and any fallen debris or branches.

Clear Protective Grills (MONTHLY):

- Clear protective grills on Kingsley Brook of any debris near the Nab and Well Lane.

Other works including:

- Cleaning of road signs around the village once per annum - various contemporary highway signs and old style cast iron signs at The Cross, Junction of Middle Lane and Hollow Lane; and junction of Middle Lane and Norley Road.
- Wash and clean of noticeboards at the cemetery, playing field, and outside St John's School once per annum.
- Clearance of vegetation from around play area and outdoor gym equipment once every three months.
- Power washing of play area and outdoor gym equipment, and surrounding area, once per annum.
- Monitor quantity of rock salt in 'grit bins' and report to KPC for refilling
- Report any other issues as they arise, or obstructions to pavements and footpaths to Clerk.

Timescales:

- Frequency: Varying works to be completed each month as required.

CONTRACT REPORTS

The contractor will provide a monthly work schedule to the client identifying all works completed to the client representative along with clear before and after photographs of every job. This will form the basis for payment to the contractor at the end of each month.

Note: There may be occasions throughout the year when additional treatment is required at these sites or other sites not listed. We would expect that the contractors can carry out this work when notified for an agreed price subject to the work specified and agreed with KPC in advance.

GRASS CUTTING SPECIFICATION

Item No.	Specification
17.1	All grass will be cut to a frequency to ensure that grassed areas remain in a reasonable condition throughout the season.
17.2	All grass will be cut with well-maintained machinery and with machinery appropriate to the site conditions to remove the possibility of damage to the grass areas. Any damage will be repaired at the contractor's expense.
17.3	The cut will be even and clean to produce a smooth un-interrupted cutting regime. The contractor will agree the type of mowing machine for the purpose of cut to site and the contractor will complete each area of cut before moving onto the next area. All grass cuttings will be collected at the same time of cutting the areas, when the ground conditions are wet it is deemed the contractors responsibility to catch up with the cutting regime at no extra cost to the client, the contractor will be expected to provide sufficient staff and resources to catch up. The contractor will make their own judgement of the ground conditions and will carry out mowing operations without causing damage, areas identified as grass areas will be deemed as inclusive within the grass cutting regime.
17.4	Any areas cut to a poor standard will be rejected by the client representative and the contractor will re cut the areas at the contractor's expense. Any rough areas will be cut with machinery appropriate to the conditions but will be deemed as part of the grass cutting regime, the whole site is expected to be cut and left in a clean and tidy condition.
17.5	Prior to cutting any grass on site the areas will be inspected for debris, stones, tins bottles, paper, cardboard and any other material that will pose a threat to the cutting conditions, machinery and safety on site, that will also interfere with the final standard of cut. Any debris above left on site and debris spread by mowing operations will be cleaned up by the contractor and at the contractor expense.
17.6	Drought conditions the contractor will ask the client representative to stipulate the required cutting height during dry conditions and provide instruction to the contractor. Grass cuttings will be left fly under dry conditions creating a mulch to retain moisture in the ground. Areas that are naturally planted with bulbs will be left until the bulbs have died off, the areas will be strummed and collected and returned to the general mowing regimes thereafter.
17.7	All paths and hard surfaces will be cleaned immediately after each cutting operation, this will be done by way of brush or blower machine the arising should be collected and removed off site.
17.8 Health and Safety	All persons operating machinery must be satisfactorily trained and the client representative is entitled and reserves the right to ask the contractor to provide adequate proof that the contractor's staffs are well trained. Conversant with Health and Safety legislation and competent in their operating methods.
17.9 Edging of hard surfaces	The contractor will be required to maintain a clean edge, with no grass overhanging, beds, borders and channels. Use of long handled shears, strimmers or any other client approved equipment may be used. This will be done at the same frequency and standard as the grass areas to include height and quality of cut. All arising will be removed off site to an approved tip.
17.10	All obstacles to include lamp posts, trees, posts, bollards and any other obstacle to leave grass around the obstacles to match the surrounding grass areas. This task will be done in conjunction to the general grass cutting frequency.

17.11	Banks over 30 degrees must be cut by using appropriate methods of cutting and machinery also two operators should work together in case of injury. The contractor must ensure safe working methods and approve the methods with the client representative
17.12	All grass will be cut cleanly and evenly, to the specified height and without damaging the existing surface. Any damage caused by the contractor shall be rectified by the contractor at the contractors' own expense. Areas to be repaired will match the existing grass sword, variety and texture.
17.13	The contractor will finish each area of grass cutting before moving onto the next, however should the client receive an urgent call to have an area cut at short notice; the contractor will leave the area and return within 6 hours to complete.
	Vegetative growth such as clover, weed, moss and any other similar material is considered to be part of the grass cutting contract.
	If required, the contractor will be required to remove worm casts and molehills before mowing, also the contractor may be asked as part of the contract to treat molehills under vermin control.
	The whole site to be mowed/cut shall mean all grass to include obstacles, boundaries, up to and including paving edges.
	The contractor will be required to recut any area to the client's full satisfaction, should any area be deemed to have been unsatisfactory mown, at their own expense.
	If due to inclement weather the contractor is prevented from accessing the site, the contractor must resume at the earliest opportunity grass cutting operations. The contractor must at their expense provide sufficient resources to include manpower and machinery to catch up the lost time and at the discretion of the client adjustment of the contract sum will be considered should the contractor be unable to catch up.
	In areas of natural bulb planting the contractor will be responsible for making sure all grass is cut without damaging flowers and bulb retention. These areas will not be cut until late June when the bulbs have died back naturally.
	No refuse, waste of any kind or waste produced from associated work will be allowed to be stored on site or in the working yard either on the floor in any sort of container including a skip. This kind of storage would require a special waste transfer license and would be subject to licensed conditions.

18 EDGING

- 18.1** All functions will be carried out at the times specified within this contract. All finished edges will be sharp, neat and vertical with no grass overhanging the finished edge. All arisings will be removed and disposed of, by the end of each working day. No areas of grass will be considered complete until the edges are cut. All arisings resulting from this task will be removed immediately following the cut.

19 PLANTS & PLANTING TIMES

- 19.1** The contractor will provide a planting schedule 6 months prior to the bedding season along with a planting theme/scheme;
- 19.2** Only plants, free of disease, pest and infection will be accepted and all plants must be hardened off in good time to avoid climate damage. Plants that appear to be scorched or root damaged will not be accepted.

- 19.3 The plants are to be turgid in form, floriferous and healthy. The plants will have good foliage colour be of good vigour and habit appropriate to type and species.

20. PREPARATION OF GROUNDS

- 20.1 All functions and rates quoted by the contractor are to include for removal of debris arising off site to an authorised tip, leaving the site clean and tidy.
- 20.2 All bedding schemes are to be prepared by the contractor and beds marked out ready for planting, the client representative must be informed at this stage in order that an inspection can be made of progress.
- 20.3 The beds must be cultivated by an approved method to satisfy ground conditions and a bulky organic material like well rotted farm yard manure must be incorporated every second year to provide substance, every year an approved N:P:K Fertilizer ratio 1:1:1 to an approved application rate.
- 20.4 The beds must be cultivated and ready for planting by the end of April the beds must be dug to a full spade depth and the compost fully and thoroughly incorporated into the soil, once cultivated the soil must be well raked to a fine tilth and firmed and shouldered to a 45 degree angle from the surrounding edges.
- 20.5 The contractor must ensure that all grass edges surrounding the beds must be half mooned to a 65 degree angle to the horizontal leaving a neat and uniform edge, all stones above 10mm must be removed off site to an approved tip.
- 20.6 If the soil is dry all beds must be well watered before planting and planting left until the ground can be worked without causing damage to the soil structure. Care must be taken not to damage roots and vegetative growth ensuring the planting hole is large enough to accommodate the root ball, all plants must be watered immediately after planting or within eight hours after planting and care must be taken to avoid watering in direct sunlight, the contractor is responsible to ensure sufficient water is applied to plants in order to maintain healthy plants, all plants in pots and trays must be kept moist at all times and should be watered four hours before planting.
- 20.7 The original shape and size of each bed will be maintained unless the client representative states otherwise. To avoid soil damage preparation work must be carried out during appropriate conditions; the beds should be left in a tidy and presentable condition.
- 20.8 All plants will be located in the beds in accordance with the agreed design planting scheme plans. The contractor will avoid if possible, treading on areas already planted and should remove footprints with a dutch hoe or a light fork. Canes and ties to be provided as necessary to ensure support to standard or dot plants.
- 20.9 All surrounding grass areas must be kept clean and free from damage, any damage caused during the bedding operations will be repaired at the contractor's expense.
- 20.10 All materials and plants will be supplied by the contractor and should be allowed for within the overall contract price.
- 20.11 The contractor will be required to ensure the bedding plants are kept in a healthy condition throughout the season and must allow for sufficient maintenance visits that will achieve the attractive appearance.
- 20.12 The maintenance schedule is set out as follows and should take care on to damage the plants during each visit; all plants damaged must be replaced at the contractor's expense. All material and disposal costs should be included within the overall contract price.

21 PLAY AREAS

- 21.2 Play surfaces will be cleaned either by sweeping or raking the surface area to remove debris to include glass and litter. It is the responsibility of the contractor to ensure the play areas are safe, clean and tidy for use.
- 21.3 Health and safety is paramount in these areas and attention to detail is required at all times.
- 21.4 The contractor will ensure the play equipment is clean and free from debris. In these circumstances the contractor is responsible for communicating any problems to the client as soon as possible and closing the area to public access until all parties are satisfied the area is fit for safe use.
- 21.6 It is the responsibility of the contractor to remove broken glass including splinters and other debris at their cost.