



Tender for the Care and Maintenance of Lothersdale Recreation Ground from 2023 to 2026 for Lothersdale Parish Council

Preamble

The Document

The following document contains the information necessary to enable The Contractor to provide a competitive quotation for the works required. Please read in full.

The Contract

The parties to the contract shall be (1) Lothersdale Parish Council (LPC) and (2) the successful contractor (The Contractor).

The Contract Documents will comprise a copy of this entire specification, which will be countersigned by LPC prior to commencement, and a letter of appointment from the LPC Clerk

Contract Period

The Contract will run from 1 April 2023 to 31 March 2026

Inspection

For the purpose of preparing their tender, The Contractor must visit the Lothersdale Recreational Ground, (The Grounds) including the Woodland Walk, to familiarise themselves with the whole area, and make a thorough inspection of the works required so that they understand all aspects of the requirements. No claims for any works that could have reasonably been foreseen by such inspection will be entertained.

An aerial view of the grounds is attached at the end of the specification, with the Recreation Area and Woodland Walk shown by a white border, and the Multi-use Games Area (MUGA), which is within the grounds, shown by a red border. Also attached is a schematic picture of the layout of three wildflower strips. Information regarding these strips is described in the specification section.

Standards

All works are to be carried out to the highest standards of grounds maintenance, and accepted best practice for such work shall be assumed to be the norm. All persons employed by the contractor on these works shall be competent and trained in each of the tasks that they are required to carry out.

Scope of the Contract and Objectives

The contract works required are :-

1. Cutting and strimming of grassed areas, and around play equipment; The clipping of hedges and shrubs when required; The killing of weeds as required; Removal of grass etc.

2. The weekly removal of litter; weekly removal of leaves during autumn including around the Village War Memorial, which is situated by the roadside adjacent to The Grounds.
3. Periodic removal of moss, leaf debris and silt from the MUGA as necessary; the erection and dismantling of the tennis net and posts at the beginning and end of each summer, and storage of these items in the locked site box situated on the MUGA perimeter fence.
4. Weekly cleaning of the barbecue when used, removal of ashes and coals.

Preliminaries

The Contractor shall include all costs associated with the items in this section of the document. No claims will be allowed for any omission of these items, nor for any other item that could reasonably be construed from this list.

Labour

The Contractor shall provide sufficient labour to achieve all aspects of the work within the agreed times and to the agreed standard.

The Contractor shall not sub-let any part of the works without the prior written permission of the LPC.

Transport

The Contractor shall provide all transport necessary for the delivery and collection of personnel, tools and machinery for carrying out the works, and for the removal of gardening debris and grass cuttings.

Tools and Equipment

The Contractor shall provide all hand tools and equipment necessary for the completion of all manual gardening tasks required.

Plant and Machinery

The Contractor shall provide all necessary suitable mechanical plant and machinery for the efficient completion of all gardening tasks where these items are required.

General rubbish and litter

The Contractor shall clear all litter and rubbish from each area during their weekly visit, and place in the correct CDC bins provided.

Removal of Cuttings

The Contractor shall collect all grass clippings during each cutting operation, and shall dispose of these in a lawful manner at the contractor's expense. All costs for this will be deemed to have been included for in The Contractor's tender.

Protection of water courses.

The Contractor shall ensure that none of the contractors operations has any negative effect on the nearby Lothersdale Beck, or any of its tributaries. The Contractor shall arrange for careful removal

of cuttings, litter and plant debris from site, and careful use of the beck banks where any works may be required, in order to prevent any fouling or pollution to the water courses, or any damage to the wildflower strip.

Insurance

The Contractor shall have in place Public Liability Insurance with a minimum cover of £ 5 million for each and every claim, and Employers Liability insurance with a minimum cover £ 1 million for each and every claim. Copies of certificates must be submitted to the LPC Clerk prior to the issue of the order to commence with the works.

Health & Safety

The Contractor shall carry out all works under all the requirements of the **Health and Safety at Work etc Act 1974** and should pay special attention to the following Regulations. This list is not exhaustive, and it will be the contractor's responsibility to comply in full with all Health and Safety Law :-

- **Management of Health and Safety at Work Regulations 1999**, to include carrying out all risk assessments for the works and developing suitable method statements to cover these works and to review and vary these throughout the contract whenever conditions or circumstances change.
- **Workplace (Health, Safety & Welfare) Regulations 1992**, to include all safety precautions for The Contractor's own personnel and for visitors and members of the public who may be present during the works.
- **The Manual Handling Operations Regulations 1992 amended 2002**, to include the provision of full manual handling training to all operatives for every aspect of, and activity of, the works required.
- **The Personal Protective Equipment at Work Regulations 1992**, to include ensuring that all operatives are provided with the correct and effective protection for all aspects of their works, and that their use and maintenance of PPE is monitored effectively at all times during each operation.
- **The Provision and Use of Work Equipment Regulations 1998 (PUWER)**, to include proper inspection and maintenance schedules for all tools and equipment, both mechanical and manual, and the correct and sufficient training for all operatives in the use of all such tools and equipment.
- **RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995)**, to include the keeping of an accident book and the immediate reporting to LPC Clerk of accidents and injuries to operatives and to members of the public where caused by The Contractor's operations.
- **COSHH (Control of Substances Hazardous to Health) 2002**, with specific reference to the training for and use of any herbicides.

In conclusion, The Contractor must remain aware that The Grounds are a public space, and needs to pay full attention to the safety of visitors and members of the public at all times during all aspects of the works.

Reporting

The Contractor shall report to the clerk the completion of all work carried out at the Grounds within 24 hours of completion. This may be done by phone, text, or by email with the agreement of the

Clerk. The Contractor shall also report immediately, in the same way, all damage caused to plants, facilities or play equipment which has been caused by others within the Grounds.

Work Times

All work requiring the use of mechanical plant and machinery must be carried out from Monday to Saturday between the hours of 8 am and 6 pm. Non-mechanical work may be carried out at other times at The Contractor's discretion. No working is allowed on Sundays or Bank Holidays, except in exceptional circumstance, and in this case, only between the hours of 9 am and 4 pm. The Contractor shall inform the LPC Clerk when work is required to be carried out on Sunday or Bank Holiday.

Payment

Payments will be made quarterly. Invoices must be submitted to LPC Clerk by 30th June, 30th September, 31st December and 31st March each year, to allow the invoice to be agreed and paid at the next Council Meeting in each case. Each invoice will be for 25% of the annual contract sum, plus VAT at the appropriate rate.

Specification

The Contractor shall carry out the following works:

1. Mechanically cutting and strimming of all the grassed areas of the Recreation Ground. This shall be weekly between 1 April and 31 October for each year of the contract.

Note Wildflower Strips : These three strips shown on the attached schematic drawing, should be left untouched and undamaged by the contract works apart from the careful removal of obvious litter. The strips will be cared for, and strimmed at the appropriate time of the year, by a member of the Lothersdale Wildflower Group. The 'hay' arising from the strim shall be removed by The Contractor at the next visit following the strimming.

2. The clipping of hedges and shrubs where required, in order to keep the general area looking tidy, and to prevent any overgrowth which may stop or curtail the enjoyment of all visitors to The Grounds.

3. The killing of weeds by application of a suitable herbicide spray as required. However, control of weeds should be carried out by other means, where possible, and spraying should be kept to an absolute minimum in recognition that The Grounds are essentially a play area for children, and an important wildlife habitat.

4. The occasional cutting and strimming of the grassed areas of the Woodland Walk, this being more necessary in the summer months when the area is used more often.

5. The weekly removal of litter to the whole area including the Woodland Walk.

6. MUGA Maintenance, Repairs, Tennis Net and Posts:

- a) The Contractor may be required on the request of the Council and subject to separate pricing and purchase order to appoint a suitable local firm of their own choice to undertake the cleaning of the MUGA surface during April or May of each year by removing leaves and debris from the surface using a leaf blower as required, professionally having the entire surface pressure cleaned with an industrial rotary flat surface cleaner, any resulting dirt and

debris should be lance to the perimeter of the court, applying a moss and algae treatment after cleaning to have a residual effect and if there are any surrounding trees/buildings a second moss and algae treatment may be required.

- b) Any repairs to the paint following the professional cleaning of the MUGA shall be carried out by the Contractor as necessary. The costs of the paint shall be met by the contractor and the costs shall form of this tender. Any significant works to the repairs of the paint of the MUGA shall be reported to the Clerk. The contractor shall comply with the instructions for the repairs received from the Pro-Sports Surface company which states '*Clean area to be repaired with a wire brush or pressure cleaner, shake paint before use, pour a small amount into a container, use sponge to apply paint onto the area, to be repaired by dabbing evenly, if required once dry apply a second coat, do not brush on or over apply and seal the surface*'.
- c) The Contractor shall then install the tennis net and posts by 1st June, and take them down by 30th September. Outside of these dates, the net, posts and any ancilliary equipment shall be stored in the metal box situated on the MUGA perimeter fence. This metal box shall be kept locked at all times whether empty or full.
- d) For the remainder of the year, the contractor shall periodically remove moss, leaf debris and silt from the MUGA as required to allow optimum use of this area by the public and by Lothersdale Community Primary School (See School Licence).

7. Weekly inspection of all play equipment for any damage or faults, and the reporting of these to the LPC Clerk along with the work notifications.

8. Weekly checking of the barbecue and clearing of ashes and coals as required.

9. Carry out simple, basic repairs to fences and handrails when necessary. More involved repairs should be reported in the normal way, and may be costed by the Contractor should he so wish, to be directed and ordered as additional works by the LPC Clerk.

10. Clean down all tables and seating in early spring (Late March early April) and report any repairs that may be required to the LPC Clerk.

School Licence

Lothersdale Community Primary School is in possession of a licence granted by LPC for the use of the playing field and the MUGA. The terms of this licence includes the recreational use of these facilities between the hours of 0830 and 1700 during term times. However, the school will generally use these facilities on Tuesday and Thursday between 1300 and 1500 hrs, and Friday afternoons between 1300 and 1630 hrs. Efforts should be made to avoid mechanical work in the grounds during these periods.

The school may occasionally require the use of these areas on Mondays and Wednesday afternoons, if they have had reason to cancel their regular afternoons.

Should the school require to change their usual times, eg for bad weather, they will be required to contact the Contractor to inform them of the changes and to agree suitable times to access the play areas.

Form of Tender

This form should be completed and delivered to Lothersdale Parish Clerk to the following address 'Lothersdale Parish Council, c/o The Village Clubhouse, Lothersdale, Keighley, BD20 8HB' or via email to clerk@lothersdaleparishcouncil.gov.uk no later than **1600 hrs on Tuesday 31st January 2023**. All tenders are to be marked for the attention of the Parish Clerk and Responsible Financial Officer (RFO) and clearly marked RECREATIONAL GROUNDS TENDER, so that the tendering process will not be prejudiced.

The successful contractor will be announced at the council meeting held in February 2023 and the successful contractor will be expected to commence on 1st April 2023. The Parish Council does not bind itself to accept the lowest of any tender quote.

We (The Contractor) do hereby offer to carry out all works described in the foregoing document, to the entire satisfaction of Lothersdale Parish Council or their appointed representative.

for the sum of:

Year 1, Commencing 1 April 2023

£..... /pence

Year 2, Commencing 1 April 2024

£...../pence

Year 3, Commencing 1 April 2025

£..... /pence

Total Contract Price - Years 1, 2 & 3

£..... /pence

(exclusive of VAT, this to be charged at the current rate applicable at the time of invoicing)

Signed on behalf of

Company Name Company Director / Owner.....

Address:

Print Name Signature Date:

Acceptance of Offer

Signed on Behalf of Lothersdale Parish Council:

Chairman: Print Name:

Vice-Chair: Print Name:

Parish Clerk/RFO: Print Name:



Area outlined in white is the recreational field space and the woodland walk area. Boundaries are identified with stone walls or fences.

And

Lothersdale Community Primary School

Lothersdale Beck

Google

