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Environment & Culture Department,
Civic Offices, Wood Quay, Dublin 8, Ireland

Rannóg na bPáirceanna agus Seirbhísí Tírdhreacha,
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Supplemental information to the report on Grass Cutting contracts provided to January's Area Committee meeting.

The current grass maintenance contract is in its second year of four and the experience of the Parks and Landscape Service to date has been primarily positive. The Contract Supervisor works closely with both contractors with regard to performance standards and certification of payments.

Whether the grass cutting is carried out by contract or by direct labour the main barriers to service delivery are wet weather and incidents of illegal dumping. During wet periods it is not possible to cut the grass as the grass maintenance machinery will damage the open space. When the grass is next cut it will be longer and can lead to grass being trailed onto footpaths and roads. However the contract requires the site to be left in a neat and tidy condition. Any failings by the contractor in this regard are brought to their attention to rectify in a timely manner as required by the contract. Illegal dumping reported by the public or found on contract areas by the contractor are investigated by the Contract Supervisor and arrangements made to have the materials removed by direct labour or the contractor depending on the nature and volume of the dumped materials.

Listed below are the relevant sections of the contract with regard to performance standards, quality control, penalties and contract termination..

Successful Contractors:

Two contractors were successful in winning the Grass cutting contract for 4 years 2017-2020 inclusive; Sap Landscapes Ltd., and Redlough Landscaping Ltd.

Litter removal:

Grass Maintenance: Contract areas 1,2,3,4 and 5

Provision should be made in the contract price for the removal and disposal of all litter from site during each site visit at the contractor's own expense. The interval between site visits must not be greater than 14 calendar days. The contractor should become familiar with the areas where litter is likely to arise and tender appropriate (Discuss with Parks District Contract Supervisor for each Area see 1.1.2).

The grass cutting contract requires that grass should be cut once every two weeks weather permitting all year around. The contract requires the removal of incidental litter during each site visit and prior to mowing to prevent shredding.

Performance Standards:

Grass Maintenance: Contract areas 1,2,3,4, and 5

During the grass growing season the maximum time between cuttings should not exceed two weeks (14 calendar days). **Since it is not possible to accurately predict the precise**

number of mowing's which may be required in any given growing season a minimum of 26 mowing's per growing season should be priced for. Should the number of mowing required be greater or lesser there will be no adjustment in payment.

Maximum height of growth after which grass is to be cut-	60mm
Minimum cutting height	- 25 mm

- 1.6.2 Grass cutting should be undertaken with rotary, cylinder or flail mowers. All safety guards must be in working order at all times. All grass cutting machinery must be of the rear discharge type (side discharge mowers are not permitted to be used).
- 1.6.3 In the event of grass mowing being deposited on footpaths, roadways, the contractor shall collect the mowing's and leave the area in a neat and tidy condition. Provision should be made in the contract price for this work.
- 1.6.4 The Contractor is to avoid carrying clay, soil, grass cuttings or other such accumulations from grass or cultivated soil to hard surfaces, whether within a site or out onto the public highway. Wheels and all parts of plant which may give rise to this problem are to be cleaned before going off site. Where such accumulation is deposited on hard surfaces these shall be blown or swept and removed from the hard surface at the contractors own expense.
- 1.6.5 At all times the grass must be mown to a proper standard with no track marks or misses in the cutting, scalping of the turf or other such marks to be left in the grass area. Where such standards are not met, then the contractor must rectify the area to the correct standards within 48 hours (2 working days) of receiving the complaint.
- 1.6.6 All Machine operators shall have received prior training in the safe use and operation of the particular machine being operated.
- 1.6.7 The Contractor shall instruct staff specifically on the requirement to avoid damage to trees. All trees damage by mowing equipment shall be replaced to the satisfaction of the City Parks Superintendent at no additional cost to Dublin City Council.
- 1.6.8 Dublin City Council reserves the right to plant additional trees on the areas being maintained during the contract period.
- 1.6.9 During the course of the tender a decision may be take to maintain specified areas of grassland open space as meadow to promote nature conservation.
- 1.6.10 Provision should be made in the contract price for the removal and disposal of all leaf litter from grass surfaces during the autumn /early winter during each site visit at the contractor's own expense. The contractor should become familiar with the areas where leaf litter is likely to arise and tender appropriately **(Before submitting a contract price it is recommended that the work be discussed with the Parks District Contract Supervisor**

Quality Control:

Parks and landscape services have allocated one full-time Contract Supervisor for the City to ensure the conditions of the contract are adhered to. The Contract Supervisor engages with the contractors on an on-going basis with regard to performance and certifying payments and acts as a point of contact with regard to illegal dumping on open spaces which might impede the contractor in the appropriate maintenance of an area.

The contract does not allow for the collection of mown grass if the schedule of cutting is adhered to there will be no burden of cut grass lying around. However if weather conditions interfere with schedule cut grass will be longer and mown grass may be lying around but by and large this only

occasional happens The contract does not allow for the collection of mown grass however they are expected to make sure that they do not drag grass cutting onto the pavement and tidy up after themselves see above.

Payments and penalties:

- 1.2.1 Payments under this tender will be made in instalments certified monthly following site inspections with the successful Contractor and satisfactory progress of landscape maintenance operations.
- 1.2.2 If the performance standards are not met, a retention of 15% will be deducted. The deductions will be restored at the next payment provided that defects in performance are remedied within 7 days from the date of inspection. If however the defects are not remedied within 7 days then the 15% penalty will be with held.
- 1.2.3 Monthly instalments will only be paid when the Parks Superintendent's Office is satisfied that an accurate, fully completed Landscape Maintenance Contract Visit Report (see 1.4.5) has been received and that all works on site have been completed in a satisfactory manner.
- 1.2.4 If any part of the maintenance schedule is outstanding, its value will be deducted from payment.

Termination of Contract:

- 1.3.1 If the Contractor wishes to withdraw from any of the contracts listed in the attached Schedule of Works, four weeks' notice, in writing, must be provided to the Parks Superintendent's Office. Before any outstanding charges shall be paid, satisfactory arrangements shall be made regarding the return in a well-maintained condition of all sites included in any such contract. The Parks Superintendent's Office reserves the right to reduce the area of the contract at any time during the contract period and amend the contract costs on a pro-rata basis.
- 1.3.2 The Parks Superintendent's Office reserves the right to terminate any of the contracts listed in the attached Schedule of Works for any reason whatsoever.
- 1.3.3 Four weeks' notice will normally be given to the Contractor of the Parks Superintendent's Office intention to so conclude any contract(s), except where a Contractor is being dismissed from the contract on the basis of unsatisfactory performance (see next clause).
- 1.3.4 Where a Contractor has been given two verbal warnings of unsatisfactory performance at any point during the contract period, only one week (7 days) notice need be given to the Contractor of the Parks Superintendent's Office intention to conclude any contract(s).

Break Clause see 1.3.2 (above)

This clause in the Grass maintenance contract allows DCC Parks and Landscape Services to end the contract early.

Contract Value:

The grass cutting Contract for the city is broken up into contract areas or separate lots The NCA is **Lot no.4-North Central**. The value of the contract area Lot no.4-North €308,714.00 per annum. The NCA is by far the largest grass maintenance area in the city.

All areas of parks and open spaces under the control of DCC Parks and Landscape Service not included in the Grass cutting contract are maintained by direct labour.

Noël McEvoy
Executive Parks Superintendent.