



Ingatestone and Fryerning Parish Council

118 High Street Ingatestone Essex CM4 0BA
Telephone: 01277 353315 Fax: 01277 352915
Email: office@ingatestone-fryerningpc.gov.uk
www.ingatestone-fryerningpc.gov.uk

Grounds Maintenance Contract – 1st April 2016 – 31st March 2019 **Instruction to Tenderers**

Introduction

1. Background

- 1.1. The Parish of Ingatestone and Fryerning is located in Brentwood District and it is the overall objective of the Parish Council to maintain the facilities under its control to the highest possible standard. It is to be recognised that the facilities are public spaces.
- 1.2. Tenderers should be aware that, particularly in view of the financial pressures currently being faced by Central and Local Government, the Parish Council places considerable importance on the financial aspects of this project. There is an expectation within the Parish Council that significant savings will be achieved through the Public Realm competitive tendering programme.
- 1.3. This Invitation to Tender sets out how your organisation can tender for the provision of a grounds maintenance Service to the Parish Council.

2. Outline Requirement

- 2.1. This Service includes grass cutting, hedge maintenance and shrub and flower bed maintenance of public realm 'green areas' primarily:

- Public open space known as Fairfield
- Closed and open cemeteries under the control of the Parish Council

This Service also includes;

- Planting and maintenance of seasonal flower beds and planters
- Litter picking and bin emptying
- Minor tree works (if required)
- Special Events and Emergency works (if required)
- Arboricultural Operations (if required)
- The cleaning of Seymour Field Sports Pavilion (optional)
- Preparation of site for ashes interment (optional)

- 2.2. The contract duration will be for an initial Term of 3 years starting on the 1st April 2015
- 2.3. The Contractor shall provide a comprehensive Ground Maintenance Service to the benefit of the Parish.
- 2.4. The standard of Ground Maintenance within Ingatestone and Fryerning Parish plays an important part in maintaining the visual and economic wellbeing of the area. The Contractor shall ensure that the highest standards of service delivery are provided. Presenting a positive image is seen as an important aspect in helping maintain the local economy.
- 2.5. The Parish Council will appoint an Authorised Officer (The Clerk) for the purpose of management of this Contract. The Council reserves the right to change the Authorised Officer at any time. The Authorised Officer may delegate duties to the Assistant Clerk. For the avoidance of doubt, no individual member (Councillor) of the Parish Council is authorised to instruct the Contractor in relation to this contract.
- 2.6. The Contractor shall be expected to have visited all parts of the Parish and to have familiarised itself with the nature of the various areas of the Parish to which this Contract



Ingatestone and Fryerning Parish Council

118 High Street Ingatestone Essex CM4 0BA
Telephone: 01277 353315 Fax: 01277 352915
Email: office@ingatestone-fryerningpc.gov.uk
www.ingatestone-fryerningpc.gov.uk

applies. In doing so it shall be deemed to have made an assessment of any problems likely to be encountered in accessing all land, e.g. due to parked cars or other obstructions such as gates and bollards etc. No payments will be made in respect of additional cost incurred by the Contractor in coping with any obstruction or access problems.

- 2.7. The Contractor shall continually seek to enhance the performance of the Services within what continues to be challenging financial circumstances through the concept of continuous improvement. This necessitates positive interaction and in particular joint working with the Parish Council and its other contractors.
- 2.8. All work detailed in this Specification shall be deemed to be included in the fixed Contract Price for Programmed Work unless specific reference is made

3. Project Schedule

- 3.1. The following is the proposed timetable for the procurement and implementation of the Service which shall be subject to alteration from time to time.

Issue Invitation to Tender	12 th January 2016
Supplier Visits	To be arranged with the Clerk if required
Receive Response from Tenderers	4th February 2016 MIDDAY
Contract Award	8 th March 2016 (after Full Council meeting)
Contract Start Date	1 st April 2016

4. Instructions to Tenderers

- 4.1. If you intend to tender for the provision of the grounds maintenance service to the Parish Council, please read the following instructions carefully and prepare your tender accordingly.
- 4.2. The Council will not be responsible for any costs or expenses you incur in preparing or delivering or in the evaluation of the tender, nor with any costs or expenses incurred with the formation of a contract should you be successful.
- 4.3. You are deemed to have obtained at your own expense, all information necessary for the preparation of your tender.
- 4.4. Prior to the date for return of tenders, the Council may clarify, amend or add to the documentation. A copy of each such instruction will be issued by the Council to every contractor and shall form part of the tender documentation. No amendment shall be made to the tender documentation unless it is the subject of such an instruction. You should promptly acknowledge receipt of such instructions. If the Tenderer alters or seeks to alter the tender documents, other than as noted before, his tender may be rejected.
- 4.5. As soon as practical after receipt of any request for clarification, the Council will respond in writing to all tenderers except where the clarification has been identified by the tenderer, and subsequently agreed by the Council, as being commercially sensitive. The Council will not be bound to respond to any request for clarification of the Invitation to Tender which is received later than.
- 4.6. Only clarifications made in writing by the Council will form part of the Invitation to Tender documents.
- 4.7. All questions submitted to the Council in writing and answers, will be logged, summarised and promptly issued to all tenderers.



Ingatestone and Fryerning Parish Council

118 High Street Ingatestone Essex CM4 0BA
Telephone: 01277 353315 Fax: 01277 352915
Email: office@ingatestone-fryerningpc.gov.uk
www.ingatestone-fryerningpc.gov.uk

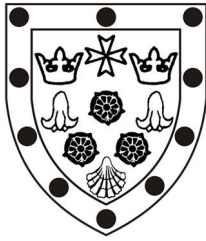
- 4.8. All information contained in the invitation to tender shall be treated as confidential except insofar as is necessary to be disclosed for the purposes of obtaining quotations essential for the preparation of your tender.

5. Tender Response

- 5.1. Please submit a hard copy of your Tender, plus one electronic copy on CD/DVD. Most business file types are acceptable; however any file containing code, password protection or seemingly inappropriate images will be rejected. We are unable to accept quotations on USB stick.
- 5.2. Your tender must include:
- The completed schedule of prices for the routine work and ad-hoc individual items
 - Explanations / additional comments that you feel are pertinent to your submission
 - Background history of your company, along with details of work undertaken for Local Councils
 - Details of the organisational structure of your company, contact details and names
 - A copy of your insurance policy
 - A copy of your waste carrier registration document or other appropriate licenses
 - Two business references for work that either currently being undertaken or has taken place within the past year
 - Any brochures or website details of your company
- 5.3. PLEASE NOTE THAT IF THE ABOVE ITEMS ARE NOT INCLUDED IN YOUR SUBMISSION, THE PARISH COUNCIL RESERVE THE RIGHT TO REMOVE YOUR COMPANY FROM THE SELECTION PROCESS.
- 5.4. Where any external reference material, such as brochures, specifications and system descriptions, is used to support your tender, any statements within the reference material which may allow change to obligations or reduce liability, such as "specifications subject to change without notice", or other disclaimers will be regarded as void and shall not form part of the contract in the event that the tender is accepted.
- 5.5. Where a particular section of the tender response relates to information given in another section or in external reference material, then you must ensure that the response is clearly cross-referenced.
- 5.6. All pricing should be stated exclusive of VAT.
- 5.7. Tenders shall remain open for an initial acceptance for a minimum of calendar days, although the Council may ask you to extend of the period of validity.
- 5.8. Tenderers shall be expected to visit the Parish Council locations where the Services will be performed to satisfy itself as to the facilities for access, storage of materials, plant and all other site conditions likely to affect the accuracy and completeness of tender offers.

6. Submission of Tenders

- 6.1. The original, signed, tenders and electronic copies must be returned by no later than 11th February 2016 MIDDAY
Please address to:
Mrs Abigail Wood
Parish Clerk
Ingatestone and Fryerning Parish Council



Ingatestone and Fryerning Parish Council

118 High Street Ingatestone Essex CM4 0BA
Telephone: 01277 353315 Fax: 01277 352915
Email: office@ingatestone-fryerningpc.gov.uk
www.ingatestone-fryerningpc.gov.uk

118 High Street
Ingatestone
Essex
CM4 0BA

- 6.2. Tender Decline - If you decide not to respond to this ITT, please let the Clerk know as soon as possible, giving a brief reason(s).

7. Evaluation of Tenders

- 7.1. The Council may seek confirmation that suppliers meet the Council's minimum levels of economic and financial standing or technical or professional ability, originally stated in the contract notice, at any time.
- 7.2. Suppliers must be financially sound. We use an external credit reference agency and, in addition, may seek copies of accounts and annual reports for larger contracts. We expect suppliers to have been trading long enough to have published accounts and developed a client base.
- 7.3. The contract will be awarded on the basis of the most economically advantageous offer having regard to:
- 7.3.1. The Total Cost of the service (75% of the total score)
- 7.3.2. The Quality of the solution in terms of functionality and infrastructure (25% of the total score) takes into account issues such as; quality, technical merit, environmental characteristics, cost effectiveness, after sales service, technical assistance.
- 7.4. The Council's evaluation may include supplier interviews. Further detail will be sent out after tender submission if you are invited for interview.
- 7.5. The Council shall be under no obligation to award a contract for all or any part of the requirement set out in the Invitation to Tender, to any tenderer or at all.
- 7.6. You may be required to answer any Council queries on your proposal and to attend formal meetings with the Council during the tender evaluation period. Additionally the Council may wish to visit tenderers' premises to view the facilities and systems that may be used to deliver the service.

8. Canvassing

- 8.1. Any contractor who directly or indirectly canvasses any member or official of the Parish Council concerning the award of the contract for the provision of the Goods/Services, or who directly or indirectly obtains or attempts to obtain information from any such member or official concerning any other tender for the Goods/Service will be disqualified. If discovery occurs after the award of the contract, the Council shall then be entitled to summarily terminate the contract.

9. Awarding of the contract

- 9.1. The successful Contractor will be contacted by phone and letter once the contract has been awarded.
- 9.2. The Contractor will be expected to sign a contract that will include the General Requirements detailed below.



Ingatestone and Fryerning Parish Council

118 High Street Ingatestone Essex CM4 0BA
Telephone: 01277 353315 Fax: 01277 352915
Email: office@ingatestone-fryerningpc.gov.uk
www.ingatestone-fryerningpc.gov.uk

GENERAL REQUIREMENTS

1. Contractor staff and resourcing

- 1.1. The Contractor shall appoint a local Contract Manager.
- 1.2. The Contractor shall ensure that properly qualified and experienced staff are recruited, trained and managed to fully meet the requirements of the Contract.
- 1.3. All Contractor's employees and any others employed by the Contractor in the delivery of the Service related to this Contract must wear uniform. It shall carry 'badging' that recognises the relationship with the Council e.g. "Contractor's name -working on behalf of Ingatestone and Fryerning Parish Council". All Contractor's employees shall wear the approved uniform at all times whilst working in public in association with the delivery of Services related to this Contract.
- 1.4. The Contractor is not permitted to erect any advertising or sign boards at the locations covered by this contract.

2. Contract management

- 2.1. Any changes to personnel by either party shall be notified to the other party as soon as is reasonably practicable.
- 2.2. The Council would be happy to provide and may also invite two way feedback on managers' performance as part of any formal appraisal scheme.

3. Restricted access sites

- 3.1. The Contractor shall make its own arrangements for access as may be required to the land. The Contractor must only access the land by the permitted routes and shall be responsible for ensuring that gates etc. are left properly secured each time after their use. The Contractor shall be responsible for any necessary remedial Services arising from such use no matter how caused.
- 3.2. The Contractor shall be responsible for any keys as may be provided to enable such access and shall return them at the end of the Contract. The Contractor shall be liable for the full cost of replacing any lost keys.
- 3.3. The Contractor shall be liable for any costs incurred by the Council in the event of the Contractor failing to re secure locked gates etc.

4. Contract Monitoring

- 4.1. The Contractor shall ensure that arrangements are in place to ensure that it can be contacted at all times.
- 4.2. The Authorised Officer has the right to inspect all of the Services executed by the Contractor at any time.
- 4.3. Joint inspections shall be undertaken by the Authorised Officer and Contractor to assess performance and quality of work completed in each area. This will be approximately 12 inspections
- 4.4. The Authorised Officer may require the Contractor to undertake joint inspections of areas of land which are part of this Contract where there has been a complaint. Thereafter the Contractor shall advise the Authorised Officer of the subsequent action taken if the complaint is deemed by the Authorised Officer to be justified.



Ingatestone and Fryerning Parish Council

118 High Street Ingatestone Essex CM4 0BA
Telephone: 01277 353315 Fax: 01277 352915
Email: office@ingatestone-fryerningpc.gov.uk
www.ingatestone-fryerningpc.gov.uk

- 4.5. The Contractor shall carry out his own routine performance monitoring of the Contract and provide evidence of this activity to the monthly Operational Partnership Group meetings.
- 4.6. The Authorised Officer will inform the Contractor of any Services requiring rectification and will specify the time for completion following receipt of instruction. The Contractor shall rectify any of the Service failures within the prescribed time scales. The Authorised Officer will specify timeframes that are considered reasonable according to the circumstances.
- 4.7. The Contractor must comply with the Health and Safety at Work Act 1974 and any other legislation pertaining to the health and safety of employees.
- 4.8. From time to time health and safety audits will be carried out by the Authorised Officer.

5. Termination of contract

- 5.1. In the event that service failures continue to happen and / or that they are not addressed to the satisfaction of the Parish Council, the Parish Council shall be entitled to make alternative arrangements to rectify the situation, the costs of which will be borne by the Contractor.
- 5.2. The contract may be terminated by the Parish Council following repeated or persistent breach of performance of the works, or if the Contractor enters into administration.
- 5.3. If either party wishes to terminate the contract for reasons other than those covered in clause 5.2, 30 days' notice must be given in writing.

6. Vehicles, Plant and Equipment

- 6.1. The Contractor shall at all times provide, replace and maintain in good repair and condition all vehicles plant and equipment necessary for the performance of the Services associated with this Contract. Unless otherwise agreed all vehicles used in the exclusive performance of this Contract shall meet not less than Euro 5 emissions standards and in the case of cars and vans have CO2 emissions below 120g/km.
- 6.2. All vehicles shall remain fit for their intended purpose to the satisfaction of the Authorised Officer.
- 6.3. So far as is reasonably practicable all vehicles shall be capable of working without causing spillage or nuisance. In the event of any type of leakage or spillage the Contractor shall take immediate action to effect proper containment and clear up. The Contractor shall notify the Authorised Officer as soon as practically possible of any spillage likely to give rise to damage to the environment including the highway surface or pollution of road gullies, ditches, rivers, Sustainable Drainage Systems (SUDS) and any land subject to protection, e.g. Sites of Special Scientific Interest (SSSI).

7. Programme of Works (The Programme)

- 7.1. The Contractor shall deliver the Services according to an agreed Programme of Work. The Programme shall clearly indicate how the work as set in the schedule shall be undertaken in compliance with the provisions of this Contract as part of a regular annual cycle. The method of work shall also include for pre and post inspection records.
- 7.2. The Programme shall contain such information as commencement dates etc. The Authorised Officer will provide all available information to assist the Contractor in the formulation of this Programme. Once agreed, any significant deviation from the delivery of the Programme shall be reported to the Authorised Officer. For the purposes of this Clause any variation of 7 days or more against the scheduled Programme of Work is also to be



Ingatestone and Fryerning Parish Council

118 High Street Ingatestone Essex CM4 0BA
Telephone: 01277 353315 Fax: 01277 352915
Email: office@ingatestone-fryerningpc.gov.uk
www.ingatestone-fryerningpc.gov.uk

reported. In considering the Programme the Authorised Officer will have regard to times of operations etc and may, if considered unreasonable, direct that they be amended. In preparing the Programme for approval the Contractor will be expected to deploy his resources in order to minimise nuisance and disruption to the general public and retail sectors.

- 7.3. All other work shall be considered as Non-Programmed work.
- 7.4. All Programmed work shall be the Contractor's first priority. Non-Programmed work shall still be undertaken but not in such a way as to compromise this obligation without the authority of the Authorised Officer.

8. Grass maintenance

- 8.1. Unless otherwise agreed at the commencement of the mowing season, the existing grass length should not be reduced by more than half its height in line with good landscape management practice.
- 8.2. Unless otherwise indicated all grass shall be cut at 14-day intervals during the mowing season (March – October inclusive). Each grass cutting cycle must be completed before the Programme is deemed complete.
- 8.3. The Contractor shall be required to maintain all grass as per the relevant inventories
- 8.4. In order to minimise the risk to passers-by and to help keep the Parish clean, the Contractor shall collect Litter (as per Clause C31.8) and any other significant waste from land subject to maintenance as per this Contract prior to cutting the grass.
- 8.5. The Contractor shall ensure that all grass cuttings are removed from the machines before proceeding onto the Highway.
- 8.6. After each cut, any cuttings laying on hard surfaces are to be swept or blown from any hard standing back onto the grassed area.

9. Strimming

- 9.1. The grass around permanent obstructions on all other grass cutting regimes shall be strimmed after each cut and to a height to match that of the area that has been cut to ensure continuity where required. During strimming and all grass cutting operations, adequate precautions must be taken to protect all trees from damage and ring barking as well as the protection of passing vehicles and members of the public.
- 9.2. All grass cutting equipment shall be maintained in a condition that avoids 'ribbing', and to ensure an even, uniform finish to the grass. Should any damage to the mown surface occur as a result of the Contractor's actions, it shall repair and maintain the damaged area to match the surrounding area at no cost to the Council.
- 9.3. If ground conditions are such that the Service cannot be delivered without undue damage to the grass or the ground, the Contractor shall use his discretion and not conduct the planned Service until the needs have been agreed with the Authorised Officer. The Authorised Officer may suspend or delete the cutting of the area(s) from the Programme for that cycle. Where as a result of any such suspension, the grass at the time of the next cut is of such length and/or so thick as to require raking then payment for this particular cut shall be at the appropriate rate in Section C (Ancillary Services) of the Schedule of Prices.



Ingatestone and Fryerning Parish Council

118 High Street Ingatestone Essex CM4 0BA
Telephone: 01277 353315 Fax: 01277 352915
Email: office@ingatestone-fryerningpc.gov.uk
www.ingatestone-fryerningpc.gov.uk

10. 14 Day Grass Cutting Cycle

- 10.1. Grass shall be cut using appropriate machinery at 14-day intervals and shall be cut to an averaged finished height of between 25mm and 50mm after cutting. During an average season it is anticipated that 17 cuts will be required.
- 10.2. Use of chemicals rather than strimming to control grass around obstructions in the grass (eg benches) is not permitted unless agreed with the Authorised Officer.
- 10.3. Further cutting on limited areas for safety reasons may be ordered by the Authorised Officer as and when necessary throughout the cutting season. Any additional Services items will be subjected to a quotation based on the rates in Section C (Ancillary Services) of the Schedule of Prices

11. Monthly Grass Cutting cycle

- 11.1. The grass shall be cut using appropriate machinery to an averaged finished height of no more than 50mm after cutting. During an average season it is anticipated that 8 cuts will be required.
- 11.2. Unless otherwise agreed by the Authorised Officer cuttings shall be mulched and left on the areas cut. However, if that would lead to an unacceptable appearance or adversely affect the condition of the grass, the area shall be raked and the cuttings taken for disposal.
- 11.3. Use of chemicals rather than strimming to control grass around obstructions in the grass (eg benches) is not permitted unless agreed with the Authorised Officer.

12. Ragwort, Japanese knotweed and other noxious and injurious etc weeds

- 12.1. The Contractor shall manage and treat all such plants as defined by the Weeds Act 1959 as part of the Programme of Services and according to industry standards.

13. Wild Flower Areas (Fryerning Cemetery)

- 13.1. Wild flower areas as identified Schedule shall be treated in accordance with the frequency stated.
- 13.2. The grass shall be cut using appropriate machinery to an averaged finished height of 80 -100mm after cutting.
- 13.3. Occasionally, colonies of wildflowers may self-generate in areas that are subject to regular cutting. Where identified these shall be notified to the Authorised Officer who may suspend the mowing of these areas in order to allow the plants to flower and seed. Thereafter it shall be maintained as a wild flower area as above

14. Planting – Shrubs, etc.

- 14.1. The Contractor shall be responsible for the maintenance (including pruning, weed control, watering etc.) of all hedges, shrubs etc. planted by the Contractor for a period of 24 months after planting. Should there be any plant failures during this period such plants shall be replaced by the Contractor at its own expense.

15. Maintenance of Hedges and Shrubs

- 15.1. The Contractors shall cut hedges and shrubs in accordance with the frequency described in the inventory and at timings having regard to the nesting season.
- 15.2. All clippings and Litter shall be removed as part of the maintenance, sorted and disposed of in an appropriate manner.



Ingatestone and Fryerning Parish Council

118 High Street Ingatestone Essex CM4 0BA
Telephone: 01277 353315 Fax: 01277 352915
Email: office@ingatestone-fryerningpc.gov.uk
www.ingatestone-fryerningpc.gov.uk

- 15.3. The Contractor may trim hedges mechanically however, the method chosen must be appropriate to the nature of the plant and location. The Contractor shall ensure that the timing of the cut ensure that the continuity of the hedge line is consistent.
- 15.4. Where shrubs etc. are being cut back to such an extent so as likely to affect a resident's privacy, the Contractor shall give not less than 48 hours prior notice to that resident of the intention to do work

16. General planting

Shrub Borders

- 16.1.1. All borders as detailed in the inventory shall be maintained to the specified frequency and as appropriate to ensure the removal of all significant weed and unwanted plant growth and Litter. In the winter period, all borders shall be forked to fully loosen the soil. The Contractor may apply residual or pre-emergent herbicides or mulching to help the control of weed growth.
- 16.1.2. Grass edges to all borders shall be maintained as necessary to keep in a neat and tidy condition at each border visit.
- 16.1.3. Pruning of shrubs in borders shall be carried out at a time of year appropriate to the species and in a manner that maintains a shape typical of that species.
- 16.1.4. If required the Contractor shall apply fertiliser or compost to assist established shrubs and flower beds but will seek approval from the Authorised Officer in the first instance

Seasonal Flower Beds

- 16.1.5. In autumn and spring, the Contractor shall remove all weeds, plants and bulbs and replant flower beds and planters with seasonal bedding as per the replanting scheme approved by the Authorised Officer. The location and quantities required for seasonal planted beds and borders are shown in the attachments.
- 16.1.6. The Contractor shall be responsible for the ongoing maintenance of all bedding including the weeding and removal of Litter. The Contractor shall replace any dead, failing or missing plants with suitable replacements at the Contractors cost. Where the Contractor notes excessive vandalism or failure due to circumstances beyond the reasonable control of the Contractor that cannot be made good then the Contractor shall notify the Authorised Officer.
- 16.1.7. The cost of all maintenance including irrigation, weeding, Litter picking etc shall be included within the Contractor's rates.

Hardy Perennial Borders

- 16.1.8. During autumn, the Contractor shall undertake a Programme of general maintenance with a view to ensuring the continued regeneration of the border plants through regular pruning. The Contractor shall leave the borders tidy and free from weeds and litter.
- 16.1.9. Where the Contractor finds that the perennial plants are either dead or dying and unlikely to recover, to the significant detriment of the visual appearance or where at risk due to disease the Contractor shall notify the Authorised Officer. Where new planting is required the Contractor shall provide a quotation for plants plus materials to be agreed by the Authorised Officer.



Ingatestone and Fryerning Parish Council

118 High Street Ingatestone Essex CM4 0BA
Telephone: 01277 353315 Fax: 01277 352915
Email: office@ingatestone-fryerningpc.gov.uk
www.ingatestone-fryerningpc.gov.uk

16.1.10. The Contractor shall be responsible for all routine maintenance, as part of the Programme of Services as set out in the inventory including the weeding and removal of Litter.

16.1.11. The cost of all maintenance including watering, weeding, Litter picking etc shall be included within the Contract Price

Free Standing Planters

16.1.12. There are a number of wooden planters at various sites as set out in the inventory. These are mainly in or near retail areas and therefore may be subject to higher levels of misuse e.g. as informal seats, littering etc. The Contractor shall maintain the planters as per the inventory and also inspect planters at frequencies to ensure they are maintained to the required standards including watering as may be necessary.

16.1.13. The Contractor shall notify the Authorised Officer if at any time a planter appears no longer serviceable, has been damaged, vandalised or is in such a condition as to raise health and safety concerns with regards to the structure.

17. Fairfield Woodland Area

17.1. The Contractor shall as part of the annual Programme of Services inspect and maintain woodland areas as identified in the inventory removing Litter, Fly Tipping, invasive vegetation, keeping pathways clear and cutting back as required to encourage regeneration and promote local biodiversity. In undertaking these Services the Contractor shall remove 'dens', camps and all evidence of anti-social behaviour and then so far as reasonably practicable remediate the land back to the standards of the general area.

17.2. This Clause seeks to ensure that Services undertaken in woodlands helps stimulate new growth. In thinning the woodland it is acceptable to make hibernacula areas (habitat piles) and to produce wood chippings for the use of sustainable mulch.

18. Tree Services

18.1. As part of the Programme of Services the Contractor shall undertake such maintenance as is necessary on trees so far as it does not necessitate the need to climb or fell major trees. In addition to the woodland maintenance requirements (see Clause 16) the Contractor shall undertake such Services as may be necessary to maintain sight lines, remove obstructions or hazards to the passing public.

18.2. As part of the normal Programme of Services the Contractor shall ensure that suitable arrangements have been put in place for staff to be able to identify where the condition of a tree is likely to present a significant risk to public safety. Such details shall be reported to the Authorised Officer as soon as is practicable. For the avoidance of doubt the routine audits of the tree stock are undertaken by others.

18.3. Epicormic/basal Growth - Such growth shall be removed routinely and as required.

19. Fryerning Cemetery and Closed Burial Grounds, Ingatestone

19.1. The Council is responsible for maintaining the Ingatestone closed burial grounds (Church of England and Roman Catholic sites). The Contractor shall establish and maintain good working relationships with the local Clergy and any relevant local interest group so far as it may relate to the Services provided.



Ingatestone and Fryerning Parish Council

118 High Street Ingatestone Essex CM4 0BA
Telephone: 01277 353315 Fax: 01277 352915
Email: office@ingatestone-fryerningpc.gov.uk
www.ingatestone-fryerningpc.gov.uk

- 19.2. It should be noted that most of the grounds contains graves and special care is required in respect the graves including their headstones, floral tributes and their containers. Any damage caused must be reported to the Authorised Officer.

20. Seymour Pavilion cleaning

- 20.1. The Contractor will be provided with keys for the pavilion and is expected to attend weekly and undertake the duties as detailed in the schedule.
- 20.2. At the start of the contract, the Authorised Officer will meet with the Contractor to explain the locking of the pavilion.

21. The Environment

- 21.1. The Contractor shall ensure that every effort is made to prevent pollution of the environment and harm to human health. Where possible and practical, only biodegradable, non-toxic, non-hazardous materials and substances shall be used in carrying out the Service.
- 21.2. The Contractor shall take all necessary preventative measures to ensure that no aqueous waste or contaminated water arising from the provision of the Service enters the public waterways, or watercourses.
- 21.3. The Contractor shall take all reasonable precautions to minimise noise from any vehicles, plant and machinery, including power tools used in the delivery of the Service.
- 21.4. The Contractor shall make arrangements to ensure that Litter and organic waste e.g. leaves are segregated to enable recycling and composting.
- 21.5. The Council aspires, as far as is practically possible, to phase out the use of peat or peat based products.

22. Use of Chemicals

- 22.1. The Contractor is only permitted to use approved pesticides in approved locations in connection with this Contract. The Council shall not be responsible for the storage of Contractor's chemicals.

23. Waste disposal (including organic waste)

- 23.1. The Contractor shall be registered to the satisfaction of the Council, prior to Commencement of the Contract, as a waste carrier and shall meet all costs in connection with this registration.
- 23.2. Unless otherwise agreed by the Authorised Officer, the disposal of waste generated in the execution of this Contract by burning other than in an approved processing facility is prohibited.
- 23.3. Unless otherwise agreed or instructed by the Authorised Officer non green/organic Waste collected through this Contract shall be disposed of by delivering it to the Rubbish bin located at the Lychgate, Fryerning Cemetery which is emptied weekly by another contractor.
- 23.4. All organic/green waste (including leaves) collected in the delivery of this Contract must be diverted from landfill. Litter and other contaminants shall be removed from such waste as far as is practicably possible. The Contractor shall make his own arrangements for the disposal of organic/green waste. The cost of the disposal of all green waste, leaves and contaminates collected within the green waste shall be borne by the Contractor.



Ingatestone and Fryerning Parish Council

118 High Street Ingatestone Essex CM4 0BA
Telephone: 01277 353315 Fax: 01277 352915
Email: office@ingatestone-fryerningpc.gov.uk
www.ingatestone-fryerningpc.gov.uk

24. Litter

- 24.1. Litter picking of grassed areas and borders shall be undertaken in such a manner such that it does not caused damage to the vegetation, wildlife and natural habitat.
- 24.2. All waste produced or collected in the delivery of services shall be cleared from the site by no later than the end of each shift and suitably disposed of.

25. Reporting loss, damage or theft

- 25.1. The loss or damage (whether malicious or accidental) of any item or property belonging to the Council including shall be reported to the Authorised Officer as soon as is practically possible. The Contractor shall also advise any damage caused in the delivery of this service to any privately owned property. Reports must include details of the circumstances in which the theft or damage occurred and proposals as to how the loss/damage is to be rectified. Any loss e.g. theft or major accident likely to give rise to external interest or damage the Council's reputation must be reported as soon as possible to the Authorised Officer.
- 25.2. Claims for loss, theft or damage shall be dealt with by the Contractor as soon as is practically possible. The Contractor shall respond in writing to all such claims within 5 working days, notifying the claimant of the Contractor's claims procedure and giving a point of further contact. All correspondence shall be available to the Authorised Officer.

26. Materials and Consumables

- 26.1. Where not specifically required or otherwise negotiated as an additional cost within the terms of this Contract the Contractor shall supply within the Fixed Price Sum all necessary materials and equipment associated with the provision of this Contract.
- 26.2. The Contractor shall use materials and equipment that have a British or European Standard wherever possible. Where no such specific Standard applies then all materials shall be of the highest industry equivalent commensurate with the purpose for which they are to be supplied.
- 26.3. Plastic bags used for litter collection shall be included in the Fixed Price Sum and shall be easily identifiable and in a specification to be agreed prior to the Commencement of the Contract.
- 26.4. The Authorised Officer shall have the right to inspect any material to be used in connection with the Contract and may reject its use if not satisfied that it meets the required standard.
- 26.5. The prices to be paid and quality of the materials to be used shall be subject to agreement in advance between the Contractor and the Authorised Officer.

27. Changes in methods of service delivery

- 27.1. The Contractor shall consult and discuss with the Authorised Officer in advance any proposals for significant changes to the method of Service delivery.

28. Definitions

For the purposes of the Contract, the following meanings shall be ascribed:

Clean, Cleanse or Cleansing shall include:



Ingatestone and Fryerning Parish Council

118 High Street Ingatestone Essex CM4 0BA
Telephone: 01277 353315 Fax: 01277 352915
Email: office@ingatestone-fryerningpc.gov.uk
www.ingatestone-fryerningpc.gov.uk

- Removal of Litter
- Removal of leaf, seed and blossom fall and tree debris and other organic detritus

Litter means any waste that is discarded improperly and includes, but is not limited to:

- Paper and cardboard, including containers and boxes.
- Plastic, including containers, boxes, bags and bottles.
- Glass, including bottles and the results of breakages of vehicle glass.
- Wood, including containers, boxes, pallets and furniture.
- Scrap metal of all sorts, excluding single items of weight greater than 25 kilograms.
- Small items of Waste Electrical and Electronic Equipment (WEEE).
- Fabrics, including clothing, rags, curtains and carpets.
- Animal fouling, bird droppings and bird and small animal carcasses.
- Fresh chewing gum.
- Food and food wrappers.
- Cigarette litter.
- Any other matter considered Litter as determined by the Authorised Officer.

Litter Picking shall mean the act of searching for, and picking up of Litter on any areas serviced by this Contract.

Recycle shall mean the necessary treatment of all or part of the waste collected to gain value from that material through its re-processing by turning it into a new substance or product. This includes composting of organic material providing quality protocols are met.

Beds and Borders shall be taken to have the same meaning where planted with shrubs of various species, including roses and seasonal bedding plants.

Good Practice: where the extent of workmanship to be applied in the execution of the Services is not fully specified, it is to be carried out in accordance with best industry practice.

Seasons unless otherwise specified or agreed with the Authorised Officer where specified or implied by best horticultural practice, the following seasons shall have the following inclusive months ascribed to them:

- Spring - April to June
- Summer - July to September
- Autumn - October to December
- Winter - January to March

Working Day/Working Week: The Contract does not limit the days or hours of working. There is an over-riding requirement that hours worked must take due regard to the potential impact upon residents, road users and local businesses.

Wild Flower Areas (Biodiversity areas) are special areas which hold the existence of a wide variety of indigenous plant and animal species in their natural environments. It is the aim of the Council to protect, promote and sensitively manage these areas.

Waste/Controlled Waste is defined in legislation.