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**Grounds Maintenance Contract**

**Invitation to Tender**

**Grounds Maintenance Contract**

**Invitation to Tender**

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**NOTICE TO TENDERERS**

Vivash Park is presently owned by David Wilson Homes (DWH). This is an open space/urban park, positioned off Slag Lane. The land has a fishing lake, pond, picnic area and exercise trail, with a vast biodiversity. The ecological report in 2010 indicated a bat cave, with 5 species of bats identified, several birds included on the RSPB red and amber list have been identified. The Park is well used by walkers and dog owners. Wiltshire Council approached Westbury Town Council to understand if the town council wanted to adopt Vivash Park. Following a feasibility study, the Town Council resolved to adopt the park in November 2021.

In addition to routine inspection and maintenance, emergency repairs and remedial works are required as part of this contract. For example, emergency works may include dealing with tree, hedge, pond, lake and fence works. Removing unsafe equipment, repairing gates and emergency cleaning. This work must be started and completed within a controlled timescale as set out in this document.

Tenderers/Contractors should note that there are no depot facilities available at Vivash Park.

**INFORMATION AND INSTRUCTIONS TO TENDERERS**

1. **Vivash Park**

Westbury Town Council (“Employer”) hereby invites tenders for the carrying out of the Grounds Maintenance, weekly Inspection of Trail Equipment, Lake Clearance, Bin Emptying, Litter Picking, and other assets for example picnic tables & benches for Vivash Park in accordance with the Contract Documents attached.

Prospective Contractors should note the Council does not bind itself to accept the lowest or any tender that is received. The Council’s decision is final, and no correspondence will be entered into on the reason why a tender has been rejected.

1. **The Employer**

Details of the employer including its areas of responsibilities are included in Appendix A of the Contract Document together with the address of the principal offices of the Employer, and the address of the Town Clerk to whom the Tender is to be delivered.

Prospective Contractors should ensure that they are completely familiar with the nature and extent of the obligations to be accepted by them if their tender is accepted.

1. **The Basis of the Tender**

Tenders are being invited from a list on the basis that the Contract will be for a minimum of two years from 30th Jan 2023 and the rates as quoted in the Contract Documents shall remain fixed for one year from the commencement of the Contract and thereafter be revised on each anniversary.

1. **Trade Association**

Prospective contractors must state if they are members of a bona fide Trade Association.

1. **Clarification of Meaning within the Contract**

Prospectice contractors are required to keep Tenders valid for acceptance for a period of 90 days from the date of the Tender.

1. **Commencement Date**

The successful Contractor will be required to commence operations within 21 days of notification of acceptance of the Tender, or other such date as may be agreed.

1. **Tendering Procedure**

Contractor / Tenders for the execution of the Service must be made on the Form of Tender included with the Contract Documents and the procedures listed below must be followed:

1. The form must be signed by the Contractor / Tenderer and submitted with the following, all of which must be properly completed:
2. A certificate that the Tender is bona fide (a copy is included with this document)
3. An analysis of resources in the Tender
4. An illustration of the way in which the Contractor / Tenderer proposes to carry out the Contract, including his management, supervision and administrative structure.
5. All the documents must be placed in an envelope, sealed and clearly marked Tender for Vivash Park.
6. Tenders must be delivered in the manner requested to the Town Clerk at the address in Appendix A. No Tender will be considered if it reaches the Named Officer after the time specified.
7. Contractor/Tenderers are advised to visit the area to ascertain all relevant conditions and means of access and to thoroughly acquaint themselves with the extent and nature of the proposed Services and will be deemed to have done so before submitting a Tender.
8. Contractor/Tenderers should treat details of their Tenders and any subsequent Contract as private and confidential.

The Employer will publish the amounts of all Tenders in Council agenda and publish the names of the successful Contractor/Tenderer.

1. **Plan of Vivash Park Area**
2. A plan of Vivash Park is enclosed with the Tender documents for the assistance of Contractor/Tenderers.

**CONTRACT FOR**

**Vivash park Maintenance**

**STANDARD CONDITIONS OF CONTRACT**

1. **DEFINITION**
   1. In the Contract (as herein under defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

“EMPLOYER” means Westbury Town Council, The Laverton, Bratton Road, Westbury, Wiltshire, BA13 3EN

“CONTRACTOR” means the person, persons, or company accepted by the Employer and includes the Contractor’s personal representatives, successors and permitted assigns.

“TOWN CLERK” means the Council’s Chief Officer or any other officer to the extent designated by her or the Council in writing to act on behalf of the Employer.

“CONTRACT” means the Conditions of Contract, Specification, Priced Schedules, the Tender, the Written Acceptance thereof and the Contract entered into between the Employer and the Contractor.

“SPECIFICATION” means the specification referred to in the Tender a copy of which is annexed, and any modifications as may from time to time be furnished or approved in writing by the Town Clerk.

“PRICING SCHEDULE” means the Pricing Schedules containing the estimated requirement for one 12-month period, with the rates inserted by the Contractor at the time of Tender.

“TENDER TOTAL” means the total of the Pricing Schedules for which the Contractor has tendered and have been accepted at the date of the Contractor’s Tender for the Services.

“ANNUAL SUM” means the annual sum payable by the Employer to the Contractor calculated in accordance with the Tender.

“ORDER” means an instruction from the Authority to carry out items of work to be performed under this Contract.

“COMMENCEMENT DATE” means the date from which the Contractor commences to provide the Services.

“CONDITIONS” means these conditions and any modification thereof.

“COUNCIL” means Westbury Town Council or any successor authority.

“INDEX” means the “All Items” Index of Retail Prices published by the Office for National Statistics or any Government Department upon which duties in connection with the compilation and maintenance of such Index shall have and/or other appropriate Index as stated in the Appendix.

“SERVICES” mean the Services to be provided by the Contractor under the conditions of this Contract and as set out in the Specification.

“WEEK” means seven consecutive days starting on Monday and ending the following Sunday.

Reference to “EMPLOYEES” of the Contractor shall be deemed to include the Contractor’s agents and sub-contractors unless the context otherwise requires.

“THE ACCOUNT” means the statement submitted to the Council by the Contractor.

“REVIEW DATES” means the first, second and third anniversaries of the Commencement Date as the context requires.

1. **SUFFICIENCY OF INFORMATION**
   1. The Contractor shall be deemed to have satisfied himself before submitting his tender as to the accuracy and sufficiency of the rates and prices stated in his tender which shall cover all the Contractor’s obligations under the Contract and shall be deemed to have obtained for himself all the necessary information as to risks, contingencies and any other circumstances which reasonably influence or affect the tender.
   2. The Contractor shall visit all locations and satisfy himself as to the accuracy, nature and extent of the services to be provided.
2. **PERFORMANCE OF SERVICE**
   1. During the Contract Period the Contractor shall perform the Services (and any modifications) in a manner totally consistent with the terms and conditions of Tender using reasonable care and skill and to the entire satisfaction of the Town Clerk.
3. **RENEWAL OF CONTRACT**
   1. The Employer may, on the recommendation of the Town Clerk, extend the period of the Contract annually for a period not exceeding five years.
4. **ASSIGNMENT**
   1. The Contractor shall not assign the Contract or any part without the written consent of the Employer, PROVIDED that any assignment occurring as a result of any internal reconstruction of a Contractor which is a limited company shall be deemed not to be a breach of this condition.
5. **SUBCONTRACTING**
   1. The Contractor shall not sub-let the whole or any part of the contract without the prior written consent of the Employer and such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of the Contractor, his agents, or employees.
6. **METHOD OF PAYMENT**
   1. Provided that the Contractor shall have performed the services in accordance with the Contract the Employer shall pay on mutually agreed payment dates. The full contract sum will in equal monthly instalments, on receipt of a monthly invoice from the Contractor.
7. **AGENCY**
   1. The Contractor is not and shall in no circumstances hold himself out as being the agent of the Employer.
   2. The Contractor is not and shall in no circumstances hold himself out as being authorised to enter into any contract on behalf of the Employer or in any other way to bind the Employer to the performance, variation, release or discharge of any obligation.
   3. The Contractor has not and shall in no circumstances hold himself out as having the power to make, vary, discharge or waive any Bye-law or Regulation of any kind.
   4. The employees of the Contractor are not, shall not hold themselves out to be and shall not be held out by the Contractor as being, servants or agents of the Employer for any purpose whatsoever.
8. **VEHICLES, PLANT AND MACHINERY**
   1. The Contractor shall at all times during the Contract Period provide and maintain all such vehicles, plant, machinery and equipment (together referred to as “Plant”) as are necessary for the proper performance of the services.
   2. The Contractor shall at all times be fully responsible for licensing and for the payment of all licensing fees, taxes and insurances required in connection with or arising out of the possession or use of all Plant employed in the performance of the Services.
   3. Plant used in the performance of the services shall comply with the relevant Construction and Use Regulation and be of a design which is entirely suitable for the purposes of the Contract.
   4. The Contractor shall at his own expense keep all Plant employed in the performances of the Service at all times in good and serviceable repair and in such condition as is commensurate with the proper performance by the Contractor of his obligations under this Contract.
   5. All plant and tools used to maintain the park are to be in line with government guidelines for working towards carbon neutral by 2030 and using sustainable resources/energy
9. **OBSERVANCE OF STATUTORY REQUIREMENTS**
   1. The Contract shall be in all respects governed and construed in accordance with the laws of England.
   2. The Contractor shall comply with any law which prohibits discrimination in relation to employment on the grounds of colour, race, sex, ethnic or national origin, religion or disability.
   3. The Contractor shall ascertain and conform in all respects with the provisions of any general or local Act of Parliament and the Regulations and Bye-Laws of any local or other statutory authority which may be applicable to the Contract.
   4. The Employer is indemnified against all penalties and liability of every kind for breach of any such Act, Order, Regulations or Bye-law.
10. **TERMINATION**
    1. The Council shall be entitled, upon the happening of any of the following events, to terminate by writing notice the Contract, without prejudice to any other rights the Employer may have whether against the Contractor directly or pursuant to any guarantee or indemnity:
       1. If the Contractor fails to perform or suspends the provision of the whole or any substantial part of the service for more than seven days.
       2. Any serious breach by the Contractor of any term or provision of the Contract.
       3. If in the Employer’s opinion the Contractor’s performance is in continual default with no obvious improvement.
       4. If the Contractor becomes bankrupt, or makes an arrangement with his creditors, or has a proposal in respect of his company for the voluntary arrangements for a composition of debts or any scheme or arrangements approved in accordance with them.
       5. If the Contractor has an application made under the Insolvency Act 1986 in respect of his company to the Court for the appointment of an administrative receiver.
       6. If the Contractor has a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed.
       7. If the Contractor has a provisional liquidator, receiver, or manager of his business or undertaking duly appointed.
       8. If the Contractor has an administrative receiver, as defined in the Insolvency Act 1986, appointed.
       9. If the Contractor has possession taken by or on behalf of the holder of any debentures secured by a floating charge, or any property comprised in or subject to the floating charge.
       10. If the Contractor is in circumstances which entitle the Court or a creditor to appoint, or have appointed a receiver, a manager, or administrative receiver, or which entitles the Court to make a winding-up order.
       11. If the Contractor has failed to produce a programme of work not less than FOURTEEN days before the Commencement of the Contract or within FOURTEEN days of any Variation of the Contract.

11.2 If the Contract is terminated under Clause 11 above the Employer shall:

* + 1. Instruct forthwith, or otherwise, the Contractor to cease to perform any of the Services.
    2. Be entitled to require the Contractor to pass all relevant data, correspondence etc. to the Town Clerk or other person employed to provide the Service.
    3. Be entitled to employ and pay other persons to provide and complete provision of the Service or any part thereof and to use without payment or allowance to the Contractor all such Contractor’s materials, equipment, or other goods for the purpose thereof.
    4. Be entitled to deduct from any sum or sums which would but for such termination have been, at the date of such termination, due from the Employer to the Contractor under this Contract or any other contract be entitled to recover from the Contractor as a debt, the amount of any costs loss or damage to the Employer resulting from or arising out of the termination of the Contractor’s employment. Such loss or damage shall include the reasonable cost to the Employer for the time spent by its officers in terminating the Contract.
    5. When the total costs, loss and/or damage resulting from or arising out of the termination of the Contract have been ascertained and deducted so far as is practicable from the sum or sums, and set off against any sum which but for termination would have been due to the Contractor, be entitled to recover from the Contractor as a debt any balance shown as due to the Employer or, alternatively, the Employer shall pay the Contractor any balance shown as due to the Contractor. The Town Clerk shall certify the amount by which the said costs, loss and or damage (insofar as not by the date of the certificate already recovered from the Contractor) exceeds or falls short of the amount otherwise due to the Contractor and the amount certified shall be debt payable to the Employer by the Contractor or to the Contractor by the Employer (as the case may be).

11.3 If the Contractor shall have committed any offence under the Prevention of Corruption Acts 1889–1916, Bribery Act 2010 or shall have given any fee or reward to any officer of the Employer, the Employer shall be entitled to terminate the Contract and recover from the Contractor the amount of any loss to the Employer resulting from such termination.

11.4 Without prejudice to the exercise of its powers under 11.1–11.3 inclusive above, the Employer may, without determining the whole of the Contract, determine the Contract in respect of part of the Services only, by notice in writing having immediate effect (whereupon a corresponding reduction in the Contract Price shall be made as if such determination was a Variation) and therefore itself provide or procure a third party to provide such part of the Services.

1. **VARIATIONS**

12.1 The Town Clerk and Named Officer shall be entitled to issue to the Contractor instructions in writing requiring the Contractor to do all or any of the following:

1. To omit or cease to provide any part of the Services during such times and for such period or periods as the Town Clerk and Named Officer may determine.
2. To provide such services additional to the Services in the Specification as the Town Clerk or Named Officer may reasonably require.
3. Permanently to vary the Services or the method of supplying the Service to be provided at any location.
4. **GRATUITIES**
   1. The Contractor shall not whether by him or by any persons employed by him to perform the Service, solicit, or accept any gratuity or tip or any other form of money-taking or reward, collection or charge for any of the Services other than charges properly approved by the Employer in accordance with the provisions of the Contract.
5. **LIABILITY OF EMPLOYER**
   1. The Employer shall not be liable for any loss damage or injury to the Contractor or its employees, agents or sub-contractors howsoever arising except by loss or damage directly arising from negligent acts or omissions by the Employer, its employees or agents. Damages arising from such negligent acts or omissions shall be limited to direct and unavoidable losses and the Contractor shall take all reasonable steps to mitigate such losses.
6. **INDEMNITY AND INSURANCE**
   1. The Contractor shall indemnify and keep indemnified the Employer against the injury to, or death of any person and loss of, or damage to, any property belonging to the Employer and against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof, or in relation thereto EXCEPT and insofar as any of the aforesaid matters may arise out of the act default or negligence of the Employer, its employees or agents not being the Contractor or persons employed by the Contractor.
   2. The Contractor shall insure with insurance company indemnity insurance to the value of £15M.
   3. The Contractor shall ensure any sub-contractor maintains such insurances as are necessary to cover the liability of the Contractor, or as the case may be of such sub-contractor in respect of personal injury or death of any person and loss of or damage to any property belonging to the Employer and which arises out of or in the course of or caused by the carrying out of the Works, provided that nothing in this clause contained shall impose any liability on the sub-contractor in respect of negligence or default on the part of the Employer, the Contractor, his other Sub-Contractors or their respective servants.
   4. The Contractor shall supply to the Employer FOURTEEN days before each Review or upon request the Premium Receipt, Insurance Schedule or any other documents which the Employer may require to ensure compliance with Clause 15.
7. **PAYMENTS DUE**

16.1 The Employer shall be entitled to deduct from any Contractor’s Account any sum not already deducted by the Contractor certified by the Town Clerk as being deductible by reason of omission by the Contractor or defective performance by the Contractor or any Variation in the Services.

16.2 The Employer shall add to any Contractor’s Account any sum not already added by the Contractor, certified by the Town Clerk as being due to the Contractor in that period by reason of any additional works performed by the Contractor pursuant to an instruction or any Variation in the Services performed by the Contractor pursuant to an instruction under that Clause issued by the Town Clerk.

16.3 Within 30 days of the issue of the aforesaid certificate the Employer shall pay to the Contractor the amount certified therein.

1. **VALUE ADDED TAX**

17.1 The annual sum and detailed rates set out in the Tender shall be exclusive of any Value Added Tax.

17.2 The Employer shall pay to the Contractor any VAT properly chargeable on the supply by the Contractor, of the Services.

17.3 To receive due payment the Contractor must indicate on his account:

* + 1. Which part or parts of the Services bear a zero rate of VAT;
    2. Which part or parts of the Services bear a rate of VAT greater than zero and in each case specifying the exact rate chargeable.

1. **MONITORING, REPORTING AND REMEDY BY THE EMPLOYER**
   1. A monitoring system may be employed by the Employer to ensure that all work achieves the quality, performance and standard required by the Contract. In addition, the Contractor shall make available at least one suitably qualified member of staff to carry out site monitoring jointly with the Employer and shall have included for this in his rates.
   2. The Contractor is to provide a robust secure online reporting facility for which all schedule of works is listed and can be monitored in line with the contract to the employer.
   3. All inspections detailed in the schedule of works are to be documented and reports made available to the employer using the online facility.
2. **CONTRACTOR’S EMPLOYEES**
   1. The Contractor shall employ sufficient persons to ensure that the Service is carried out in line with the contract and such persons are at all times properly and sufficiently qualified and competent to carry out the work.
   2. The Contractor shall notify the Town Clerk of the name, address and telephone number of the person who will be in charge of the Contract.
   3. The Contractor shall at all times be fully responsible for the payment of all income or other taxes, national insurance contributions or levies of any kind, relating to or arising out of the employment of any person employed by the Contractor and shall fully and promptly indemnify the Council in respect of any liability of the Employer in respect thereof.
   4. The Contractor shall ensure that all persons employed in the performance of the Services including Supervisors shall at all times be properly attired and presentable in appropriate clothing. The clothing provided shall be adequate and sufficient to afford protection to the employee in the performance of his duties.
3. **HEALTH AND SAFETY**

20.1 The Contractor shall at all times comply with the requirements of the Health and Safety at Work Act 1974 and of any other Acts, Regulations or Orders pertaining to the health and safety of employees.

20.2 The Contractor’s policies, codes or procedures as appropriate for ensuring health and safety for the Contractor’s own employees, those of the employer and all other persons, including members of the public, shall have been submitted by the Contractor with the Tender, if not at a previous stage.

20.3 The Contractor shall review his health and safety policy and safe working procedure as often as may be necessary and in the light of changing legislation or working practices and shall notify the Employer in writing of any such revisions.

20.4 Whilst on premises owned by the Employer the Contractor shall require his employees to comply with the lawful requirement of the Employer’s safety advisers. Where the Contractor is working on premises to which the Health and Safety at Work Act applies the Contractor shall require his employees to have due regard to the safety advisers acting for the Employer.

20.5 Any accident or near miss that occurs which involves any member of the Contractor’s staff while performing duties related to the Contract shall be reported to the Town Clerk.

1. **PLANT OPERATION**
   1. The Contractor shall ensure that:

Drivers and operators of the Plant are made aware of their responsibility for the operation and use of the Plant.

1. Drivers drive safely at all times in accordance with the statutory regulations and instructions of the Contractor.
2. Drivers are trained and thoroughly competent in the safe use of the Plant.
3. That the programme agreed with the Town Clerk in accordance with the Schedule of work is complied with.
4. Plant operations are carried out in a reasonable and workmanlike manner without causing unnecessary obstruction or annoyance to the public.
5. Any damage caused by the incorrect use or choice of Plant and equipment shall be made good at the Contractor’s expense.
6. **FEES**
   1. Each party shall bear its own fees in relation to the preparation and submission of the Tender Documents and any formal Contract documents.
7. **BRITISH AND EUROPEAN STANDARDS**
   1. Where an appropriate British or European Standard Specification or Code of Practice issued by the British Standards Institution is current, all goods used or supplied by the Contractor and all workmanship shall as a minimum requirement be in accordance with that Standard without prejudice to any higher standard required by the Contract.
8. **EMERGENCY WORK**
   1. The Contractor will be required to maintain an acceptable communication and escalation process with the Town Clerk and Named Officer and provide an emergency call out system should immediate work be required to make the Council’s assets safe.

**SCHEDULE OF WORK / SERVICE LEVEL AGREEMENT**

1. **Vivash Park Trail Equipment Inspection and Maintenance** 
   1. The Contractor shall be responsible for the inspection and maintenance of the Employers Park as shown in Appendix C
   2. Unless otherwise instructed by the Employer the Contractor shall employ suitably trained and qualified staff (E.G. Waste Carriers Licence, Use of Chainsaw, Use of Pesticides (Non-Chemical) and Register of Play Inspectors International) to undertake the inspection role and undertake a visual weekly inspection of the trail equipment. This needs to be documented but not carried out by a qualified RoSPA qualified inspector. Once a month a RoSPA qualified inspector to inspect and record. The Inspector(s) shall also have the capability and ability to manage any reasonable problem or repair they may encounter on their inspection routes.
   3. The Contractor shall note that the Town Clerk or Named Officer may in consultation with the Contractor change the frequencies of the inspections.
   4. The Inspector(s) shall complete the approved inspection and maintenance sheet for the park (electronic form,) at the time of inspection giving details of the dates the site was visited, what observations/repairs were noted or undertaken etc. These form(s) are to be sent to the Town Clerk or Named Officer on the mutually agreed day of each week. The Contractor shall note that the form should provide a comprehensive report of the inspection and may be used in a court of law to protect the Council against third party claims.
   5. The Inspector shall carry out a thorough physical and visual inspection of all the park’s equipment to ensure it is safe for use (see schedule of works). Any defects, problems etc. shall be noted on the inspection on electronic form. Should any defect, hazard etc. be discovered which in the inspector's opinion renders the use of that equipment as potentially dangerous if used, then it shall be removed, immobilised or made safe by chaining/fencing off immediately and the Town Clerk or Named Officer notified without delay. At least one [laminated or suitable alternative] A4 sign warning of the danger shall be attached to the equipment in question as soon as is practicably possible. All gates and fences are to be checked for safety, vandalism etc. to ensure functionality. See Schedule of Works for details.

* 1. All safety surfacing irrespective of type within the park area boundaries shall be inspected for damage, vandalism etc.
  2. The inspector will be expected and required to carry out repairs to equipment, upon noticing. If the inspector is unable to carry out the repairs, the area should be made safe immediately and reported to the Town Clerk or Named Officer. All spares shall meet British Safety Standards.
  3. The Contractor shall be responsible for the maintenance of hard surfaces including safety surfaces, timber trail, keeping those areas free of weed growth, moss and algae, and accumulation of dirt and excrement by appropriate means. The contractor will agree a schedule of maintenance visits to ensure services are provided in a timely manner, protecting the council and maintaining the visual aspect of the areas.
  4. The contract shall where be required with in the schedule of works appendix E have a robust online reporting system that the Employer can access to evaluate the monitoring of the site and its assets, this is to be updated Monday, Wednesday and Friday of each week.

**26. Hedge Maintenance**

* 1. All hedges adjoining or surrounding the park shall be cut as per the species with appropriate plant, for example hand shears, secateurs or handheld mechanical cutters as per the schedule. Hedges that are adjacent to footpaths may require a supplementary cut as instructed by the Town Clerk or Named Officer. If a hedge still has birds nesting, the hedge should not be cut, and the Town Clerk or Named Officer be notified.
  2. With the prior approval of the Town Clerk or Named Officer, tractor mounted hedge trimmers or flails will be considered where efficiencies can be achieved without damage.
  3. The existing heights and widths of the hedges shall be maintained unless otherwise instructed by the Town Clerk or Named Officer.
  4. All hedge trimmings shall be raked up and removed. Any hedge trimmings on highway to be also removed immediately after cutting.
  5. Hedges adjacent to highway on Slag Lane and Hawkeridge road to be maintained once in February, September and November.

**27 Weed control**

* 1. Hedges will be maintained in a weed free condition. This must include removal of self-seeded ash, sycamore, elder, bindweed and brambles etc.
  2. All areas at the base of hedges shall be maintained, kept litter free and weeded with the appropriate tools or the application of approved, relevant non-chemical pesticides.
  3. All hard surfaces specified shall be maintained in a weed free condition by the use of the appropriate tools or the application of a non-chemical pesticide, once during March and once during of July each year. This should include overhanging weeds, such as brambles, thistles and stinging nettles.
  4. Shrubbed area around car park to be weeded in summer once in July, August, September

**28. Grass Maintenance**

* 1. The contractor shall carry out grass cutting of all specified grass areas shown on the map in Appendix C and detailed in the Schedule of Works – Appendix E
  2. Grass cutting around obstacles, along boundary areas and along grass margins, which cannot be cut by mower, shall be trimmed by other means to the same standard. This shall occur immediately after the grass area has been cut by using an appropriate tool and on the same / or next working day.
  3. The grass areas shall be cut cleanly and evenly with no tearing or ripping, and the contractor shall ensure that the movement of grass cutting machinery does not lead to skidding, balding or the skid marks from the effects of fast turns.
  4. Any litter shredded because of grass cutting or strimming operations shall also be removed immediately after mowing has been completed.
  5. All grass cuttings which land on hard surfaces, shrub borders, flower beds etc. shall be removed immediately upon completion of grass cutting the area.
  6. Where grass areas abut shrub beds, hard surfaces etc. these fringes shall be trimmed immediately after the grass area has been cut using the appropriate tool. The grass cuttings left on the hard surface should be removed.
  7. The frequency of grass cutting will depend on the area and prevailing conditions. In very wet or frosty weather grass cutting shall be deferred until ground conditions allow.
  8. Please note that pesticide spraying of grass fringes and edges will not be permitted at any time of the year.

**29. Machinery**

* 1. The Contractor may use such machinery and methods as he believes best to achieve the desired finish providing employees are trained in the use. For general grass areas it is expected that cylinder mowing machinery will be used.
  2. Where grass cutting is carried out using cylinder machines, allowances should be made if necessary to re-cut with rotary machines to cut flower spikes of grasses and turf weeds immediately afterwards.
  3. Care especially should be taken not to leave a trail of clippings on the hard surfaces and paths from the wheels of mowers or vehicles when entering and leaving site.

**30. Wild Meadow Maintenance** Safety of wildlife

* 1. The grass meadow cuts to be carried out in the last two weeks of March and Sept as per schedule, areas to be cut as per Appendix C
  2. All arising from cut to be collected and disposed off site.
  3. All litter to be cleared and any confetti from litter to be cleared and picked immediately after.
  4. Due care and attention to be taken during this cut to avoid any sheltering wildlife.

**31. Habitat Buffer zone**

31.1 This is a zone around the outside of the wild meadow area adjacent to shrub/pond/ wooded area

31.2 To be cut with grass cut schedule with a minimum 1 meter in width strip

31.3 Clear any litter at the same time, any materials shredded to be cleared.

31.4 Extreme care is expected of the contractor whilst cutting due to the wildlife.

31.5 Machinery/mower used is environmentally friendly

**32. Pond Maintenance**

* 1. Bull rushes each year quarterly cleared and left on bank for approx. 1 week then removed this is to be carried out in October.
  2. Visual inspection of pond and surrounding area, remove any litter, dangerous, hazardous waste avoiding as much disturbance to area as possible.

**33. Lake**

* 1. Walked inspections of the fisherman pitches once a month
  2. Contractor to ensure access to pitches is clear.
  3. Litter to be cleared as defined in the schedule of works.
  4. Contractor to report any misuse of the pitch area such as evidence of drug paraphernalia or alcohol.
  5. Contractor to carry out a visual inspection of the lake boundaries ensuring signage is clear and not damaged, any graffiti and flyposting removed, ensuring footpath around lake is safe and remove any overhanging brambles, etc that may cause issue to public in using the footpath.
  6. The fencing on the footpath of Slag Lane and Hawkeridge Road adjacent to the lake to be inspected for safety and report any concerns to the Employer. To include loose or missing railings, and support posts.
  7. Visual inspection of lakes water for environmental issues such as concerns for water, oil, discolouring or any material that may cause harm to wildlife these are to be reported immediately to Town Clerk or Named Officer.
  8. The Contractor maybe requested to remove objects hazardous to wildlife and the lake under Appendix G

**34.Bins**

* 1. All bins to be emptied once a week preferably on a Friday of the week
  2. Contractor to monitor and feedback any structural or visual damage i.e., graffiti, burnt.
  3. Contractor to advise Town Clerk or Named Officer of any misuse
  4. Contractor to monitor bin usage, to advise if bins are full or half full, if more emptying is required or less
  5. If the contractor deems a bin unsafe, they are to liaise with Town Clerk or Named Officer directly to advise on situation and agree on the best course of action. Contractor to remove bin if required.

**35.Pond, Amenity footpaths, assets, and water courses**

* 1. The Contractor during their normal working activities shall continuously monitor the condition of the amenity asset through informal visual inspections and highlight any health and safety concerns on amenity land and footpaths, ponds and ditches to the Town Clerk or Named Officer. In addition, the Contractor shall record these in formal inspections and any issues reported to the Town Clerk or Named Officer
  2. If furniture such as benches, tables or bins are unsafe they should be tape off with warning tape to prevent use or access and immediately report to Town Clerk or Named Officer

**36. Shopping Trolley Removal**

36.1 The Contractor shall be responsible for the collection and removal of abandoned shopping trolleys from amenity land including car park when instructed to do so by the Town Clerk or Named Officer or on finding during any schedule of works.

**37. Graffiti Removal**

* 1. The Contractor shall be responsible for the safe removal of graffiti from amenity assets including car park using tools and resources not detrimental to the asset or that can cause damage/harm to wildlife/habitat

**38. Fly Tipping**

38.1 The contractor shall be able to remove 1 cubic metre of waste.

38.2 The contractor shall be responsible for removal and disposal of waste and hold a waste license.

38.3 Disposal of waste to be recorded and sent to Town Clerk or Named Officer

**39. Fly Posting**

* 1. The contractor to remove all unauthorised signs and advertisements fixed within boundaries or highway fencing, amenities structures and amenity trees.
  2. For all areas the Contractor shall note that there is no formal definition of flyposting. However, for the purposes of this contract it is the ‘*display of advertising material on the highway fences, park furniture, trees without consent’* and will include.
     1. Adverts primarily for local events, often photocopies put up in large numbers on a regular basis. These may advertise bands playing in pubs, car-boot sales, and fairgrounds. They may be attached to lampposts, railings, and street furniture or pasted on buildings.
     2. Poster’s advertising products of large organisation’s and put up by professional poster companies. These are usually larger (8/16 sheet), higher quality, colour posters, such as for record releases or national events. These are often pasted on vacant buildings and signal control/telecoms boxes
     3. Posters displayed by pressure groups or political bodies. These are generally ad hoc and sporadic with no clear pattern to their location.
  3. The Contractor shall note that the removal of fly posting on behalf of the Council is undertaken under the statutory powers of the 1990 Planning Act and 1980 Highways Act. The Contractor shall ensure that their operations are in accordance with these Acts and shall if there is any doubt contact the Town Clerk or Named Officer for guidance.
  4. All fly posting in any area is to be stored by the Contractor for a period of 28 days prior to disposal.

**40. Dead Animals**

* 1. The Contractor is responsible for ensuring the removal of dead animals on amenity land during their normal work activities.
  2. For the avoidance of doubt “dead animals” for collection by the contractor is deemed to include anything up to an animal that can be lifted by one operative, and it is expected that when identified by the contractor the animal will be removed. The only exception will be where the operative does not have the capability to remove the carcass, however the operative will be expected to report the matter.
  3. The Contractor shall note that cats, dogs and obvious pets are to be kept, and any microchips scanned (with owners notified) and then stored in a suitable container (working freezer) for a period of one week to allow owners to claim the carcass. The Contractor shall be responsible for the provision of adequate scanning, storage and disposal facilities when dealing with such animals.
  4. Dead animals notified to the contractor by the Town Clerk or Named Officer verbally or in writing must be removed within the agreed timescale between the contractor and Town Clerk or Named Officer
  5. The Contractor shall notify the Town Clerk or Named Officer on the same working day, of any dead animals which in his opinion is outside the scope of the contract (for example livestock). In such circumstances where dead animals are reported or found that cannot be removed by the Team the Contractor shall on the same working day agree a means of disposal with Town Clerk or Named Officer.
  6. Swans are a protected species under the Wildlife and Countryside Act 1981. Swans, their nests and eggs are protected by this legislation, and it is illegal to kill, harm or disturb them in any way. The contractor on finding any of these occurring is to report to appropriate animal welfare such as RSPCA, SSPCA, USPCA or a reputable swan rescue agency, such as the Swan Sanctuary in Shepperton, for guidance and advise. To inform Town Clerk or Named Officer of findings and actions.

**41. Litter Picking**

* 1. The Contractor shall litter pick the park including the car park, once a month.
  2. The Contractor shall note that for the avoidance of doubt, litter is deemed to include anything up to and including 1 cubic metre of material in any discrete location.
  3. Litter examples would include:
     1. Dead animals
     2. Dog or any animal faeces
     3. Cigarette waste & cigarette packets
     4. Beverage and drinks containers
     5. Food containers or utensils
     6. Publications, magazines and newspapers
     7. Shopping and other bags
     8. Illegal deposits of bagged commercial and household waste
     9. Removal of fallen branches, wood, metal and plastic objects
     10. Other similar waste types up to 1 cubic meter
  4. The Contractor shall during the scheduled litter picking:
     1. Remove any hazardous litter which would include blood, urine, body waste, drug related materials etc. in a safe controlled manner and dispose of
     2. Ensure the litter bins at not overfilling at the time of the scheduled visit.
     3. During wild meadow growing, it is not expected of the contractor to walk through every part of the wild meadow, however if litter is observed the contractor shall travel to the litter direct and return along same path taken.

**42.Trees**

42.1 New trees will be identified to contractor and will be inspected annually by a qualified person and findings reported back to Employer.

42.2 The contractor during any scheduled work will report any damaged/dangerous or missing trees.

42.3 Any trees visually observed by contractor within the park’s boundaries deemed any concern shall be reported to Town Clerk or Named Officer.

**43.Shrubs**

43.1 This is primarily around the car park area

43.2 Summer July August and September to be tidied and pruned

43.3 Winter November and January to be tidied up and maintained removing any self-seeding growths not original at start of contract.

43.4 To be maintained litter free

**44.Car Park**

* 1. Knee high rail to be visually inspected at each visit along with assets such as signage, height barrier and gates
  2. Surface of car park this to be visually inspected at each visit any concerns to be reported back to Town Clerk or Named Officer
  3. Make sure entrance is not obstructed
  4. Safety and restriction barriers such as height barriers or gate to be inspected for safety and security, findings to be recorded and sent to Town Clerk or Named office

**45.Hard Surfaces**

* 1. All hard surfaces to include the Car Park, and footpaths it is expected that the contract shall inform Town Clerk or Named Officer of any concerns of safety during scheduled visits to the park at any time.
  2. During March, June, September, and December all hard surfaces shall be swept/blown.
  3. During the months of March and July weed spraying with non-pesticide methods to be carried out on all hard surfaces, the footpaths around the park, the car park, and the public footpath around lake.

**46.Fencing/Barriers**

* 1. There is fencing around the central shrubbed area and the wooded area of the park and along the footpath adjacent to Hawkeridge Road and Slag Lane.
  2. During any scheduled visit to the site all concerns for safety of the fencing and barriers to be reported back to Town Clerk or Named Officer any immediate concerns the contractor is expected to make safe with immediate effect and consult the Employer for permanent repairs.
  3. All fences and barriers to be inspected and documented every 3 months and reported back to Town Clerk or Named Officer.
  4. Southwest fencing adjacent to Network rail track to be inspected and any growth of trees or shrubs overhanging fence or protruding through to be cut this is to be every 6 months.

**47.ADHOC**

* 1. The contractor maybe asked at any time to carry out extra work such as grass cutting, cutting buffer zone, empty bins, litter pick, tree removal, removal of fly tipping or dangerous hazardous waste outside the schedule of works.
  2. There will be times when Contractor will be asked to attend site to carry out works that the Employer deem a priority due to a safety issue either to the public or wildlife

**48. Assets**

* 1. The contractor is to note that the assets of the park may increase or change at any time.
  2. At present there are plans to increase the bin number, add a gate, height barrier, signage around the car park, the urban park open space and around the pond and lake and have directional finger posts as well as improve the fishing pitches

**USE OF SITES**

1. TRESPASS: The Contractor shall take all reasonable steps to prevent trespass and theft from an unauthorised access to sites included in the Schedules attached.
2. DAMAGE: Any instances of damage arising from the clause above shall be deemed to be the responsibility of the Contractor. At the completion of the Contract any works and reparation or replacement not undertaken by the Contractor shall be made good by persons appointed by the Town Clerk and all costs incurred by the Employer will be reclaimed from or deducted from monies owing to the Contractor.
3. ADVERSE WEATHER CONDITIONS: In the event of adverse weather conditions preventing completion of works specified in the schedules attached the Contractor may with the prior consent of the Town Clerk or Named Officer modify his method of working. In the event of such modifications being required, the Employer reserves the right to reduce payment to the Contractor in the event of a reduction of work undertaken. The Contractor is deemed to have included for any additional cost of carrying out his work in adverse weather conditions and the Employer will not consider any additional payment for such work.
4. BARRIERS/LIGHTING/FOOTWAYS/SIGNS: The Contractor shall be required to provide all necessary barriers, footways and signs etc. at his own expense for the proper protection of staff, members of the public and users of facilities during the progress of works. The Contractor shall indemnify the Employer from any claim which may arise as a result of the contractor activities.
5. COMPLAINTS: The Council will normally receive all complaints. However, if the Contractor receives complaints he will be asked to deal with these in a prompt and courteous manner. The Contractor will keep a written record of all complaints and report these directly to the Clerk.
6. DISPOSAL OF RUBBISH: The Contractor shall be required to cart from site all rubbish produced during works. The material as produced shall be taken only to licensed and recognised tips at the expense of the Contractor.

**FORM OF TENDER**

TENDER FOR WESTBURY TOWN COUNCIL VIVASH PARK Maintenance Contract

Having examined the Conditions of Contract and the Specification for the performance of the above services we offer to carry out the said Services in conformity therewith over a period of two years

All the work included in the Vivash Park Maintenance Contract (including provisional sums)

(……....................………………pounds……………pence)

Unless and until a formal agreement is prepared and executed, the Tender/Quotation together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand you are not bound to accept the lowest or any Quotation/Tender you may receive, and you will not pay any expenses incurred by us in connection with the preparation and submission of this Tender.

Signature………………………………………………………………………………………..

Position in Firm or Company…………………………………………………………………..

**CERTIFICATE BY THE TENDERER**

To: Deborah Urch – Town Clerk

Westbury Town Council

The Laverton

Bratton Road

Westbury

Wiltshire

BA13 3EN

In recognition of the principle that the essence of Tendering is that the client shall receive bona fide competitive Tenders from all those Tendering WE CERTIFY THAT:

1. The Tender submitted herewith is a bona fide Tender intended to be competitive.
2. We have not fixed or adjusted the amount of the Tender under or in accordance with an agreement or arrangement with any other person.
3. We have not and we undertake that we will not do, at any time before the hour specified for the return of the Tender any of the following acts:

* Communicate to a person other than the person calling for these Tenders the amount or the approximate amount of the Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender).
* Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tenders to be submitted.
  + Offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender any act or thing of the sort described above.

In this certificate:

1. “Person” includes any person or firm and anybody or association corporate or incorporate; and
2. “An agreement or arrangement” includes any transaction of the sort described above, formal or informal and whether legally binding or not.

Dated this day of

Signed (as Tenderer)......................................................................................................

Duly authorised to sign

For and on behalf of……………………....................................………………………….................

**ANALYSIS OF RESOURCES**

1. Number and type of equipment to be used including spare equipment

……………………………………………………………………………………………………………………..

……………………………………………………………………………………………………………………..

……………………………………………………………………………………………………………………..

……………………………………………………………………………………………………………………..

1. The type of non-chemical of pesticides to be used

……………………………………………………………………………………………………………………

……………………………………………………………………………………………………………………

1. Total number of employees to be allocated to the contract

Operatives Supervisors Management/Admin

Full time………………………………………………………………………………………………………..

Part time……………………………………………………………………………………………………….

1. Total number of man-hours to be allocated to the contract per week

Operatives Supervisors Management/Admin

Average Hours………………………………………………………………………………………………

1. Addresses from which contract is to be managed (nearest local office)

……………………………………………………………………………………………………………………..

……………………………………………………………………………………………………………………..

Tel No……………………………………………………………………………………………………………

Email..................................................................................................................

1. Name of Contract Manager…………………………………....…………………………………….
2. Out of hours Contact details, what hours will this be covering

…………………………………………………………………………………………………………………….

**APPENDICES**

**APPENDIX A Description of Local Authority**

Name of Council Westbury Town Council

Address of correspondence Westbury Town Council

The Laverton

Bratton Road

Westbury

Wiltshire

BA13 3EN

Tel. No. 01373 822232

General Description of Contract Area The area comprises Vivash Park

Population 19,000 approx.

Officer to whom Tenders are to be returned:

Mrs Deborah Urch MBIFM CiLCA

Town Clerk

Westbury Town Council

The Laverton

Bratton Road

Westbury

Wiltshire

BA13 3EN

By 5pm on 9th Dec 2022

All packages containing the tender must be clearly marked “Tender for Vivash Park” on the outside. This is required for fairness to ensure that all tenders are opened at the same time.

**Tenders received after this date and time will not be considered**

**APPENDIX B**

**HEALTH, SAFETY AND ENVIRONMENTAL POLICY STATEMENT**

Westbury Town Council regards the promotion of health, safety, welfare and the environment as an essential objective. It therefore recognises and accepts the requirement for providing, so far as is reasonably practicable, a safe and healthy workplace and a safe working environment for employees, sub-contractors, and further accepts its responsibility for the health and safety of other people who may be affected by the Council’s activities.

Elected Members, Management, staff and sub-contractors have the responsibility for implementing this Policy and must ensure that health, safety and environmental considerations are always given priority in planning and day-to-day supervision of work, and that adequate control of health, safety and environmental risks arising from our activities is always provided.

We will:

* Comply with relevant legal and other requirements for health, safety and the environment.
* Consult with our employees on matters affecting their health and safety.
* Provide and maintain safe systems of work and safe facilities, plant and equipment.
* Carry out and review Risk Assessments to identify solutions for reducing or mitigating risk.
* Ensure safe handling and use of substances, committing ourselves to preventing pollution and to continuous improvement in our performance.
* Provide information, instruction and supervision for employees, and ensuring that our policy is properly documented, implemented, maintained and communicated to all our employees.
* Ensure that all our employees are competent to do their tasks, and to give them adequate training; and
* Prevent accidents and cases of work-related ill health.

All Elected Members, employees and sub-contractors are expected to co-operate with the Town Council in carrying out this Policy and must ensure that their own work, so far as is reasonably practicable, is carried out without risk to themselves or others, and the environment in which we operate.

This health, safety and environmental policy will be reviewed regularly and amended as necessary. It will be drawn to the attention of all employees, sub-contractors and copies provided to other interested parties as necessary.

**APPENDIX C - Map of Vivash Park**



Appendix D – Supplementary Questions

**Specification Checklist:**

In addition to the tender application, please complete your responses to each of the questions below:

|  |  |
| --- | --- |
| Questions | Response |
| 1. What is the fixed fee on the weekly Inspection? |  |
| 1. What reporting tools do you use and how would the Town Clerk or Named Officer have access? |  |
| 1. How will you monitor your progress against the schedule of works? |  |
| 1. Please provide a breakdown for the costs where applicable and associated with ADHOC i.e.  * Call out fee * Cost of labour per hour * Cost of equipment (if applicable) * Cost of travel |  |
| 1. What is the % add-on for management time? |  |
| 1. What is the % add-on for administration time? |  |
| 1. What training will your staff require to be able to undertake this contract? |  |
| 1. How will your company keep abreast of new technology and training? |  |
| 1. Please describe how your company will notify the Clerk or Named Officer of remedial work or corrective repairs completed |  |
| We expect you to use environmentally friendly equipment and products. Please explain where you feel this is not possible and describe what you will be using instead. |  |
| 1. We expect you to ensure that your supply chain has the necessary green credentials, please explain when & why this is not achievable. |  |

**Appendix E – Schedule Summary - KPI’s**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Trail** | **Inspections in line with Conditions of contract No.18** | **Inspections in line with Conditions of contract No.18** | **Trees** | **Hedge Maintenance** |
| Weekly visual Inspection.  Monthly inspection that is documented by a RoSPA qualified inspector  Where required trail/exercise or play equipment to be oiled/greased twice a year and document. | Hard surfaces  Walked and documented inspection of all hard surfaces, car park and footpath around park and lake every 3 months.  Fencing, barriers to be inspected for structural safety as well as any damage every 3 months and written  Benches, tables, fencing, barriers, and any assets within the park and including car park checked monthly for safety and damage.  Documented walked inspection of all hard surfaces every 3 months. | Walked inspections of each lake pitches, documented and visual of lake for contamination and litter, once per month.  New trees to be inspected once a year, and a walked inspection of all trees every two years  Remove graffiti using approved products | Manmade path on south side of park which goes through a tree path, to be cut back when required. | Maintain hedge row approx. 200mtrs adjacent to public highway in February, September, and November.  Weed removal and any self-seeding trees.  Hedges around public footpath to be maintain as above and where required for safety and public access. |
| **Meadow** | **Grass Cutting (Mar to Oct)** | **Grass Edges** | **Repairs/Safety/hard surfaces** | **Pathways / Hard surfaces** |
| 2 cuts a year and collect, last two weeks of March and last two weeks of September | 16 cuts a year 1 every two weeks from March till and including October | To be carried out March July and November | Safety repairs to trail equipment and fencing, hard surfaces to be carried out within agreed timescales set out in SLA, and made safe immediately if required | Weed clearance and moss clearance March and July  During March, June, September, and December all hard surfaces shall be swept/blown. To clear leaf fall |
| **Shrubs** | **Litter Picking (to include twigs/branches from play matting)** | **Litter bin collection** | **Lake** | **Pond** |
| Summer pruning July, August, and September. And weeding.  Winter maintenance November and January | Once a month a full litter pick of the park, including around lake, pond, and car park | All bins to be emptied once a week / monitored for adjustment.  Any damage or graffiti to be reported to Town Clerk or Named Officer | Warning signage and information boards to be checked for safety and cleared of any graffiti  Clear any litter. | Bull rushes to be quartered, removed left on bank for a week and this to be carried out in October each year.  Buffer Zone grass cut around the pond is a habitat buffer zone to be cut as per grass cutting schedule min 1 metre strip |

**Appendix F – Documents Required**

1. Certificate of Insurance – Public Liability up to £15m
2. Waste license
3. Risk Assessments / chainsaws / boats etc.
4. Method Statement
5. Company reporting structure
6. Evidence of ability to undertake the work as described in the schedule of works
7. Evidence of staff training
8. A copy of your environmental credentials and supply chain

**Appendix G -** **SLA for call outs.**

Call outs will be made by Town Clerk or Named Officer with details of issue and authorising a priority level as per below, Contractor to supply out of hours contact details

**P1 (Priority 1**) calls made and then promptly followed up by email to contractor before 12.30? Town Council will expect the issue to be resolved by end of working day any notification to the contractor after 12.30 the Town Council will expect the reported issues resolved by 12.30 the following day of report.

1. Call outs will and include reporting of drug paraphernalia.
2. Hazardous waste, fly tipping.
3. Potential health and safety issue to the public such as dangerous branches, or tree damaged or damage that may cause issue to the public.
4. Hazardous/ dangerous items, litter etc. in the park and inclusive of the lake and pond water ways and embankments deemed safety issue to public or wildlife.
5. If a pothole on the hard footpath or hole in the parks grass areas is deemed a safety issue by contractor inspecting or noted during the scheduled works or a Town Council officer, Holes in soft ground such as grass areas to be filled with soil on hard path surfaces to be filled with suitable materials to rectify issue immediate.
6. Trees or branches deemed a potential or is a safety issue to the public

**P2 (Priority 2)** calls made and then promptly followed up by email to contractor have 24 hrs. to resolve issue

1. Offensive graffiti as defined as offensive, political, abusive racist etc.
2. Damage to property deemed dangerous if unattended such as damaged bins, fencing, picnic tables, benches.
3. Dead animals of any kind.