

Central Swindon North Council
**Specification for the Provision of Grounds Maintenance &
Street Cleansing Services**

Volume 2

Specification for Grounds Maintenance and Street Cleansing Service

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SECTION 1 – INTRODUCTION

1. Introduction

1.1. Context

- 1.1.1. Central Swindon North Council (“the Council”) is making arrangements with a Contractor for the management of its Grounds Maintenance and Street Cleansing Services (the Services), all as set out in this Specification.
- 1.1.2. The Contractor shall provide the specified Services within the Council’s Administrative Area and in accordance with all the requirements set out in this Specification (including as applicable the associated appendices).

1.2. Mobilisation

- 1.2.1. The Contractor shall be responsible for the transition from the current service provision to the Services as detailed in this Specification.
- 1.2.2. The Contractor shall liaise with the Council and the incumbent contractor to implement all necessary transition arrangements relevant to the Services.

1.3. Contract Objectives

- 1.3.1. The services shall be consistent with the following objectives:
 - 1.3.1.1. The Contractor shall maintain the assets and features in accordance with this Specification on the land described in a clean and attractive condition, enhancing the natural environment and encouraging biodiversity.
 - 1.3.1.2. The Contractor shall deliver the Services to achieve this Specification as a minimum.
 - 1.3.1.3. The Contractor shall deliver the Services in a manner which provides flexibility to respond to future changes in Council requirements and / or Legislation;
 - 1.3.1.4. The Contractor shall promote working with the Council, care of Residents, good relations with local communities and pro-active management of Employees with the overall aim of facilitating continuous improvement of the Services for Residents;
 - 1.3.1.5. The Contractor shall deliver the Services in a manner which helps support economic growth within the Administrative Area;
 - 1.3.1.6. The Contractor shall deliver high quality Services in a way that is economically advantageous and offers value for money;
 - 1.3.1.7. The Contractor shall deliver added social value for the local economy and communities;

1.3.1.8. The Contractor shall work closely with any other Parish Council and Town Councils Central Swindon North Parish Council may seem fit to add value and tailor services to meet local priorities;

1.3.1.9. The Contractor shall implement Services where the Contractor is responsible for the day-to-day delivery of the Service and for meeting KPIs;

1.3.1.10. The Contractor shall implement high quality information management systems and processes to support effective contract management and control and reporting;

1.3.1.11. The Contractor shall work with the Council to meet the objectives specified above by:

- Undertaking all works as identified within the specification, always adopting best operational industry practice whether specified or not;
- Delivering Services that concentrate on quality, outcomes and continual improvement;
- Engaging with all stakeholders including but not limited to, park users and user groups, residents, street champions and tenant associations, and voluntary and community organisations to promote and improve the services delivered under this Contract and increase user satisfaction;
- Providing dedicated staff, vehicles, plant and equipment solely for performance of the Services to the Council;
- Maximising the use of localised operational resources;
- Utilising appropriate machinery suitable for the location and grounds conditions to achieve the specified standards;
- Implementing a system of communication with all stakeholders in the service, in order to allow access to Operational schedules for all Core Services activities required by the Specification along with relevant Quality Control and Monitoring Information.

1.4. Specification Overview

1.4.1. The Contractor shall perform the Services in accordance with the requirements set out in this Specification.

1.4.2. This Specification is divided into the following sections:

- Section 1 – Introduction, detailing the Council’s overall requirement for the scope and delivery of the Services
- Section 2 – Processes and Procedures
- Section 3 - The Services
- Section 4 - Community Engagement, Stakeholder Liaison and Added Social Value
- Section 5 – General

SECTION 2 – PROCESSES AND PROCEDURES

2. Operational Management of the Services

2.1. Programme of Work – Core Services

- 2.1.1. Core Services shall be the type of task that is carried out on a regular basis and appropriately scheduled by the Contractor to achieve the specified standards through the specified and/or approved frequencies.
- 2.1.2. The Contractor shall be required to submit for approval an annual programme of Core Services, any proposed changes to the programme of services shall be submitted to the Authorised Officer before implementation. The Contractor shall make allowance for the inclusion of known Additional Services within his programme of work.
- 2.1.3. The Contractor shall inform the Authorised Officer of any deviation from the submitted programme on at least a weekly basis. The Contractor shall allow for informing the public at his own expense in any way that the Authorised Officer considers practical and necessary in the circumstances. No additional payments shall be made to the Contractor in respect of any additional expenses he may incur in complying with this requirement.
- 2.1.4. The Authorised Officer may require that the Contractor ceases an operation in the programme. The Authorised Officer shall use reasonable endeavours to provide 5 Working Days' notice when this occurs.
- 2.1.5. In preparing the programme the Contractor must take into consideration that no operations shall be carried out at sensitive Locations at times that would cause inconvenience, examples would include: near to schools during opening and closing times, public and volunteer events on public open space, busy traffic areas during "rush hour", events at religious establishments during services.

2.2. Localised Working and working with the Council

- 2.2.1. The Contractor is to provide Core Services within the Council boundary. These are shown as part of the Core Services in the specification Appendix 2.
- 2.2.2. In addition to the Core Services provided in the Council boundary the Contractor shall offer to the Council Additional Services in accordance with 2.3 below.
- 2.2.3. It shall be for the Contractor to liaise with the Council and confirm the services offered and the corresponding Unit Rates as set out in the Pricing Schedules or as additionally agreed between the Council and the Contractor.
- 2.2.4. Where the Contractor agrees Additional Council Services with the Council it shall inform the Council of such Additional Council Services as agreed prior to implementation. The Contractor shall prepare a detailed proposal for the Council showing clearly how the Additional Council Services will be resourced and clearly showing that the provision of the agreed services will have no adverse effect on the provision of the Services to the Council.

- 2.2.5. The Contractor shall ensure that the Council teams shall be identifiable as localised through specific branding agreed with the Council of relevant uniforms, vehicles and machinery.

2.3. Work Instructions – Additional Services

- 2.3.1. The Council may from time to time require the Contractor to carry out Additional Services. Any such instructions shall be submitted through the Council's Authorised Officer the Additional Services Instruction shall include the following:

2.3.1.1. Details of the Services;

2.3.1.2. Location

2.3.1.3. Applicable Response Times and deadlines and

2.3.1.4. Unit Rate applicable.

- 2.3.2. Upon receipt of an Additional Services Instruction, the Contractor shall confirm the instruction via the Council's Authorised Officer and shall either accept the Instruction without amendment or propose amendments to the Response Times/deadlines if the Contractor reasonably considers the timelines/deadlines are unachievable.

- 2.3.3. If no response is received by the Council in accordance with 2.3.2 above the Contractor shall be deemed to have agreed to the Instruction and shall carry out the Additional Services in accordance with the Instruction.

- 2.3.4. If during operations, the Contractor reasonably considers that a course of action, other than that specified in the Instruction, is required, prior authorisation/approval must be expressly requested from the Authorised Officer before any alternative action is undertaken. All additional costs resulting from the approved course of action shall be at the Contractor's expense.

- 2.3.5. Additional Services Instructions issued shall be categorised in order of priority. The Contractor shall be required to commence the works within the relevant time scale as indicated below:

Table 1: Additional Services instruction response rates.

| Category | Response Time |
|----------------------------|-----------------------------------|
| Emergency (24 hours a day) | 2 hours |
| Urgent | 1 Calendar Day |
| Priority | 5 Working Days |
| Standard | 10 Working Days |
| Other | As agreed with Authorised Officer |

2.4. Hours of Working

- 2.4.1. Except as provided for in this paragraph 2.4 or otherwise stated in 5 below, the Contractor shall not commence any operations prior to 06:00 and cease all operations no later than 20:00 or dusk whichever is earlier including Bank Holidays and other Public Holidays.
- 2.4.2. Mechanical cleansing operations that create noise at a level which may cause disturbance to the public, i.e., reversing beepers, powered plant, PTO driven ancillary equipment, etc., should not be carried out in residential areas before 07:00, all such operations shall cease no later than 18:00.
- 2.4.3. The Contractor may be required to carry out emergency duties 24/7 as required by the Authorised Officer during the Working Day. These duties may, from time to time, occur outside of the scope of the contract and as such the Contractor will be required to deploy staff to take remedial action as directed by the Authorised Officer within a specified period. These Services shall be defined as Services required to alleviate danger to persons or damage to property. Such Additional Services will be paid for in accordance with the Unit Rates or at an accepted quoted price. Any delay in the completion of Core Services caused by such a request shall be made up at the Contractors expense.
- 2.4.4. Where it is necessary to work on weekends, Bank or Public Holidays, or outside of the times specified in paragraph 2.4.1 in order to fulfil the Contractor's obligations regarding the provision of the services, such work shall be undertaken entirely at the Contractor's own expense providing the Contractor obtains the prior agreement of the Authorised Officer.
- 2.4.5. The Contractor's office shall be continually manned by the Contractor between the hours of 08.00 hr to 17.30 hrs Monday to Friday (except Public Holidays). The Contractor shall also provide a direct contact point and service response when required twenty-four (24) hours a day Monday to Sunday for each element of the Services.

2.5. Severe Weather

- 2.5.1. During severe weather conditions, the Authorized Officer may opt to suspend Core Services and/or instructed Additional Services, either completely or in part.
- 2.5.2. During such periods, the Contractor may be required to utilise their resources on other activities as directed by the Authorised Officer.
- 2.5.3. The provision of salt shall be made available by the Council's Highways Maintenance Contractor which shall be located at the Depot shared by both the Grounds and Cleansing and Highways Maintenance contractors.
- 2.5.4. No additional payments for such work shall be made as, during such suspension, payments shall continue to be made for Core Services not performed as a result of this action, provided that the above alternative activities are carried out and any uncompleted Core Services are completed within an agreed timescale.
- 2.5.5. No additional payments shall be made in respect of the removal of accumulations of Litter and Waste caused by any Service suspension.

SECTION 3 – THE SERVICES

3. Street Cleansing

3.1. General Requirements

- 3.1.1. At all times during cleansing operations, care shall be taken so as not to endanger the free passage of vehicles and pedestrians.
- 3.1.2. The Contractor shall consider the nature of sites when planning scheduled operations. The Council shall not consider any additional claims in respect of parked cars or people affecting the cleaning operations.
- 3.1.3. All mechanical cleansing operations shall be operated in accordance with the Working Hours stated within this Specification.
- 3.1.4. When cleansing Highways, pedestrian refuge points etc., the Contractor shall employ an appropriate traffic management scheme for the duration of any works. This scheme shall conform to Section 65 or 126 of the New Roads and Street Works Act 1991 and subsequent revisions.
- 3.1.5. When emptying Litter bins the Contractor shall remove all Litter and any other discarded items including that between the liner and case and around the bin within a radius of 10 metres. The Contractor shall replace the liner and lock the bin where a locking device is incorporated. Where an internal sack is emptied and removed, the Contractor shall supply a clear sack with appropriate identification marking and conforming with BS6642 grade 2, and of sufficient size to properly line the internal surface of the bin.
- 3.1.6. The Contractor shall Report to the Authorised Officer any notable deterioration in the condition of any hard surface, footpath or paved area, or damage to any Litter bin within 24 hours of it being first noticed. Where necessary, the Contractor shall include for making the area safe or place appropriate signs/barriers to warn the public of restrictions or limitations of use or access.

3.2. Summary of the Street Cleaning Services

3.3. Litter and Detritus

- 3.3.1. This requirement shall include the removal of Litter and Detritus (excluding Weeds) from all Relevant Land excluding schools, from both hard and soft landscape, including roads and associated verges, streets, off street parking, laybys, footpaths, underpasses, cycle ways, car parks, recreational areas, open spaces, grass areas, planted beds as detailed below.
- 3.3.2. Litter and Detritus Grades within this Contract shall have the same meaning as the grades within the Code of Practice on Litter and Refuse published April 2006 and any subsequent amendments by the Department for Environment, Food and Rural Affairs.

Table 2: DEFRA Litter and Detritus grades.

| Grade | Litter | Detritus |
|---------|--|---|
| Grade A | No Litter or refuse | No Detritus |
| Grade B | Predominately free of Litter and refuse apart from some small items | Predominately free of Detritus except for some light scattering |
| Grade C | Widespread distribution of Litter and/or refuse with minor accumulations | Widespread distribution of Detritus with minor accumulations |
| Grade D | Heavily affected by Litter and/or refuse with significant accumulations | Heavily affected by Detritus with significant accumulations |

3.3.3. When the standard falls below Grade A, the Contractor shall restore cleanliness to Grade A within appropriate timescales dependent on the standard it has fallen too, as set out in the following table:

3.4. Leaf, Blossom and Fruit Fall

3.4.1. Leaf, Blossom and fruit fall shall be treated as Litter and Detritus and cleared as part of the Core Cleansing Services.

3.4.2. The Contractor shall, no later than each year, submit an annual Leaf Fall Cleansing Plan. The Plan shall be approved by the Authorising Officer and detail the following:

- The level of resources to be deployed.
- The proposed start and end of the mobilisation of Leaf Fall Cleansing arrangements.
- The initial prioritisation of any area or street.
- The methods of working to be used to clear Leaf Fall.

3.5. Weed Control

3.5.1. The Contractor shall undertake a programme of weed control on hard surfaced areas of Relevant Land.

3.5.2. Weed Grades shall have the following definitions:

Table 3: Weed grades.

| Grade | Weed Levels |
|---------|---|
| Grade A | Completely free from visible growing green weeds and brown dead/dying weeds |
| Grade B | Some green weed growth and some minor brown dead weeds are visible, but it is minor in nature and likely that many people would not notice its presence. No weed (dead or living) to stand taller than ten centimetres (10cm) |
| Grade C | Some green growing and/or brown dead weed coverage is present to the extent that it is clearly visible from thirty (30m) away. More than 50% of weeds are greater than ten centimetres (10cm) tall. |

| Grade | Weed Levels |
|---------|---|
| Grade D | Weeds both green growing and /or brown dead coverage is extensive, clearly visible from 50m and obtrusive to people passing by. More than 50% of weeds are greater than twenty centimetres (20cm) tall. |

3.5.3. The Contractor may use whatever industry recognised method/s of Herbicide Application he chooses, but these methods must comply fully with all constraints within these Contract Documents and the Herbicide manufacturer's instructions and recommendations. Under no circumstances, will the Contractor be permitted to perform this Service within windborne range of any other person.

3.5.4. The Contractors weed treatment programme shall ensure that the following standards are achieved:

Table 4: Weed Control Performance Standards.

3.6. Graffiti and Fly-Posting Removal

Weed Growth

Grade A



No weed growth

Grade B



Small shoots visible

Grade C



Significant growth

Grade D



Extensive growth

3.6.1. The Contractor shall as part of its Core Services programme include for the removal of all Graffiti and Fly-Posting from buildings and other structures on Relevant Land within the Councils Administrative Area.

3.6.2. Removal of Graffiti shall be performed at the same time as any scheduled Core Services visit. The Contractor in between the times of a Core Services visit, shall endeavour to remove it within four (4) days of notification or discovery, unless it is offensive in nature, in which case it must be removed within twenty-four (24) hours.

3.6.3. In the event that Fly-Posting is notified to the Contractor in between the times of a Core Services visit, then the Contractor shall endeavour to remove it within four (4) days of notification or discovery, unless it is offensive in nature, in which case it must be removed within twenty-four (24) hours.

3.7. Unauthorised Bonfire

- 3.7.1. Within four (4) hours of discovering or receiving a report of any unauthorised bonfires on Relevant Land within a normal working day, the Contractor shall remove and dispose of all bonfire materials/remains. All such removals shall be Reported to the Authorised Officer along with “before and after” photographic evidence.

3.8. Fly Tipping

- 3.8.1. The Contractor shall remove and dispose of any Fly-Tipped Material or accumulation of waste discovered to be present on Relevant Land up to a single quantity of three and half tonne gross vehicle weight (3.5 tonne) as part of its Core Services provision.
- 3.8.2. Single quantities greater than three and half tonne gross vehicle weight (3.5 tonne) will be removed and disposed of, only following instruction from the Authorised Officer and will be subject to payment in accordance with the Contractors Additional Services Unit Rates and prices.
- 3.8.3. All discovered Fly Tips, regardless of size and/or location shall be subject to an initial investigation by the Contractor to attempt to discover its source or owner, photographed and reported to the Authorised Officer within one (2) hours of discovery.
- 3.8.4. Reports shall be in a format approved by the Authorised Officer. Any evidence relating to the source/owner of the Fly Tip shall be included in the report.
- 3.8.5. On identification of any hazardous fly-tipped material (e.g. chemical drums, fibrous asbestos etc.) the Contractor shall immediately inform the Authorised Officer, make the area safe and place appropriate signs/barriers to warn the public of the hazard and restrictions or limitations of use or access to the area. The Authorised Officer will inform the Contractor of any other agencies that may need to be notified, and issue suitable instructions for the removal and/or handling of the situation.
- 3.8.6. The Contractor shall be required to effect removal of the Fly Tipped Waste in accordance with the following timescales:

Table 5: Fly Tip Removal Response Times.

| Response Times to remove Fly Tipped Material following discovery and/or instruction to remove by the Authorised Officer | | |
|---|---|--|
| Area | <u>Up to 3.5 tonne gross vehicle weight</u> | <u>Over 3.5 tonne gross vehicle weight (Additional Services)</u> |
| Roads | 2 hours | 24 hours |
| Pathways | 1 Working Day | 1 Working Day |
| Play Area | 2 Working Days | 2 Working Days |
| Sports Pitches and Facilities | 2 Working Days | 2 Working Days |

- 3.8.7. The above removal timescales shall apply in all circumstances unless the Authorised Officer considers the removal an Emergency when it shall be required to be removed within one (1) hour where obstructing a Highway within two (2) hours, and four (4) hours on all other Relevant Land.

3.9. Dead Animals

- 3.9.1. During Normal Working Hours, the Contractor shall, on observation or on instruction from the Authorised Officer or upon receipt of information from the public, remove dead animals from Relevant Land. This shall be considered part of the Contract requirements and no additional payment shall be made.
- 3.9.2. The Contractor shall collect and remove any dead animal within twenty-four (24) hours. In the event that the Contractor or the Authorised Officer considers any dead animal to represent a hazard, it shall be collected and removed within two (2) hours.
- 3.9.3. If a dead cat or dog is found, then the Contractor shall collect and remove to the Depot for storage in a suitable chest freezer supplied and maintained by the Contractor. The Contractor shall scan the corpse to check for a microchip and if present, contact the registered owner and arrange for collection within fourteen (14) days. Any unclaimed cats or dogs' cadavers not required by the owner shall be disposed of by the Contractor in accordance with the Waste Disposal Regulations.
- 3.9.4. In the case of the collection of a dead dog, the Contractor shall immediately notify the Police and Council's appointed dog warden giving all the details of the carcass, the time collected, the location from which it was collected, any identification tag details and any microchip details.
- 3.9.5. Following collection of a dead agricultural animal, the Contractor shall inform the Council's Environmental Health Department, passing on any identifying information to the Authorised Officer and shall be transported to the Nominated Tipping Point
- 3.9.6. The Contractor shall maintain a record of all dead animals reported and collected, including species, time reported and collected, location of the carcass and how it was disposed.

3.10. Chewing Gum Removal, Street Washing and Sign Cleaning

- 3.10.1. The Contractor shall provide a team to undertake street washing, chewing gum removal and sign cleaning duties.
- 3.10.2. As a minimum, this team shall:
- Undertake an agreed programme of chewing gum removal and street washing on footways and pavements.
 - Undertake an agreed programme of sign cleaning to all un-illuminated signs, in order that they remain legible and visible from a distance of fifty metres (50m).
- 3.10.3. In addition, the team will be expected to undertake street washing duties as required and/or instructed by the Authorised Officer from time to time. These may not be routine in occurrence, but they will be deemed to be part of the Core Services and no additional costs will be payable for them.

- 3.10.4. The method of cleansing may be through manual and/or mechanical means. The Council will provide to the Contractor the use of a Jet Washer/Cleaner.
- 3.10.5. This machine will be provided free of charge for the Contractors sole use on this Contract. The Contractor will be responsible for fuel and maintenance associated with the usage of the machine and may also be required to replace it during the life of the contract should it so be required.
- 3.10.6. Steam cleansing or high-pressure washing may be required on other areas of Relevant Land on an ad hoc basis, as may be instructed by the Authorised Officer.

Table 6: Street Cleansing Core Services Tasks

| Task Ref | Task Description | Standards |
|----------|------------------|--|
| SC001 | Cleansing | <p>Carry out scheduled cleansing of the carriageway, public footways and all other sites, assets and features to maintain a Grade A standard for Litter, Detritus, weeds, dog fouling, bodily fluids, staining, moss and fungi. The collection and disposal of leaf and blossom fall shall form part of the regular Cleansing Schedules and shall be removed as if it were Litter or Detritus.</p> <p>Carry out collection/removal of Graffiti/Flyposting, Unauthorised Bonfires, Fly Tipping and Dead Animals in accordance with specifications 3.6 to 3.9</p> <p>Where carriageways, public footways, car parks or any other site, asset or feature fall below a grade A standard for Litter or Detritus, including Fly Tips, during the Normal Working Hours on Monday to Sunday (including Bank Holidays), this shall be returned to grade A in accordance with the 'Response Times' detailed in Table 3 above</p> |
| SC002 | Litter Bin | <p>Empty all Litter bins to ensure a minimum of 25% available capacity at all times and replace all plastic sack liners following emptying. Carry out necessary cleansing of the Litter bin to maintain the integrity of its appearance and use.</p> <p>All Litter Bins should be kept clean internally and externally, including the removal of sap, bird droppings, Graffiti and Flyposting if required at each visit.</p> |

| Task Ref | Task Description | Standards |
|----------|--|--|
| SC003 | Chewing Gum Removal/Street Washing Programme | <p>Carry out programmed jet washing to remove any deposits of chewing gum and/or staining to footways etc. Empty all Litter bins to ensure a minimum of 25% available capacity at all times and replace all plastic sack liners following emptying. Carry out necessary cleansing of the Litter bin to maintain the integrity of its appearance and use.</p> <p>All Litter Bins should be kept clean internally and externally, including the removal of sap, bird droppings, Graffiti and Flyposting if required at each visit.</p> <p>Carry Out programmed leaf clearance to the designated on two occasions p.a. evenly distributed between Mid-October and Mid-January.</p> <p>Following completion of each operation the affected sites, unless stated otherwise, shall be clear of leaves, blossom and other minor tree debris to Grade A Standard.</p> <p>Undertake deep cleansing of war memorial area, to remove unsightly stains and deposits of Detritus and Litter within the five (5) Working Days preceding Remembrance Sunday</p> |
| SC004 | Annual Leafing | <p>Carry Out programmed leaf clearance to the designated sites on two occasions p.a. evenly distributed between Mid-October and Mid-January.</p> <p>Following completion of each operation the affected sites, unless stated otherwise, shall be clear of leaves, blossom and other minor tree debris to Grade A Standard.</p> |

Table 7: Street Cleansing Additional Services Tasks

| Task Ref | Task Description | Standards |
|----------|--|---|
| SC005 | Mechanical Sweeping of Leaves and Detritus – Heavy Accumulations | <p>On instruction from the Authorised Officer, clear heavy accumulations of leaves, blossom, fruit fall, other minor tree debris and Detritus by mechanical means</p> <p>Following completion of clearing the affected area shall be restored to Grade A cleanliness.</p> |
| SC006 | Mechanical Sweeping of Leaves and Detritus – Light Accumulations | <p>On instruction from the Authorised Officer, clear light accumulations of leaves, blossom, fruit fall, other minor tree debris and Detritus by mechanical means</p> <p>Following completion of clearing the affected area shall be restored to Grade A cleanliness.</p> |
| SC007 | Manual Sweeping of Leaves and Detritus – Heavy Accumulations | <p>On instruction from the Authorised Officer, clear heavy accumulations of leaves, blossom, fruit fall, other minor tree debris and Detritus by manual means</p> <p>Following completion of clearing the affected area shall be restored to Grade A cleanliness.</p> |
| SC008 | Manual Sweeping of Leaves and Detritus – Light Accumulations | <p>On instruction from the Authorised Officer, clear light accumulations of leaves, blossom, fruit fall, other minor tree debris and Detritus by manual means</p> |

| Task Ref | Task Description | Standards |
|----------|---|---|
| | | Following completion of clearing the affected area shall be restored to Grade A cleanliness. |
| SC009 | Litter Collection – Heavy Accumulations | On instruction from the Authorised Officer clear Litter accumulations, restoring affected area from Grade D to Grade A |
| SC010 | Litter Collection – Light Accumulations | On instruction from the Authorised Officer clear Litter accumulations, restoring affected area from Grade B or C to Grade A |
| SC011 | Remove Fly-Tip greater than one 3.5t GVW load – Unrestricted Access | On instruction from the Authorised Officer attend to and remove Fly Tip greater than one 3.5t GVW load in size in accordance with specification 6.5 |
| SC012 | Remove Fly-Tip greater than one 3.5t GVW load | On instruction from the Authorised Officer attend to and remove Fly Tip greater than one 3.5t GVW load in size in accordance with specification 6.5 |
| SC013 | Chewing Gum/Stain Removal | On instruction from the Authorised Officer undertake steam cleaning or high pressure washing to remove chewing gum or staining on hard surface footways |
| SC015 | Remove Litter Bin | On instruction from the Authorised Officer remove Litter bin, footings and reinstate area |
| SC016 | Install Litter Bin in Soft Surface | On instruction from the Authorised Officer install Litter bin in soft surface |
| SC017 | Install Litter Bin in Hard Surface | On instruction from Authorised Officer install Litter bin in hard surface |
| SC018 | Paint Litter Bin | On instruction from the Authorised Officer prepare surfaces and apply approved paint |

4. Grounds Maintenance

4.1. Key Requirements

4.1.1. The Contractor shall ensure:

- attractive open spaces that encourage pride in the locality;
- functional Parks and open spaces that provide opportunities for recreation;
- sustainable Parks and open spaces for current and future generations in a modern growing Administrative Area;
- all Locations enhance the quality of life, health and well-being of the community.
- the health, safety and welfare of users and visitors

4.1.2. The Contractor shall also maintain and improve the following:

- Amenity - improve and maintain the attractiveness of the borough's Parks and open spaces.
- Recreation - to provide and maintain a safe recreational resource for sports teams, clubs, individual and other users. Implicit in this is the objective of maintaining an agreed standard of playing facility.
- Conservation - to protect and expand the habitat of all places of animal and plant life currently found in the Council.
- Education - to develop amenity open space as an educational resource for residents and visitors to the Council and create environmental awareness.
- Children's Play Areas - to create a wide range of safe and stimulating play opportunities for the development and growth of children, e.g. education for leisure.

4.1.3. The Contractor, in pursuance of the above, shall have due regard to relevant legislation, BSI Standards, accepted horticultural and Good Industry Practices implicit in the Specification.

4.2. General Requirements

4.2.1. The Contractor shall:

4.2.1.1. Manage and maintain Parks and open spaces using Best Industry Practices and environmentally sound methods. Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institute is current, all goods / materials used or supplied and all workmanship shall, as a minimum requirement be in accordance with that Standard unless a higher standard is specifically required by the Specification.

4.2.1.2. Manage and maintain all other Parks in the Administrative Area in accordance with the Green Flag standards.

4.2.1.3. Maintain the conservation of natural features, flora and fauna and structural features of merit.

4.2.1.4. Encourage the involvement of members of the community, who represent as many green space users as possible, in the service.

4.2.1.5. Assess Parks and open spaces to ensure equal access for all members of the community.

4.2.1.6. Provide information on and promote Parks and open spaces as a community resource.

Table 8: Response times to restore Relevant Land to correct specification standard for Grounds Maintenance

| Area | Response time to return standard back to grounds maintenance specification (Grass) | Response time to return standard back to grounds maintenance specification (Other) |
|-------------------------------|--|--|
| Play Area | 1 day | 2 days |
| Sports Pitch's and Facilities | 1 day | 5 days |
| Greenspace | 5 days | 7 days |
| Pavements | 5 days | 7 days |

4.3. Grass Maintenance

4.3.1. This activity covers mowing of all classifications of Parks and open spaces and sports grounds administered by the Council and those areas classified by the Council as “grassed areas”. Each task shall include edge trimming along footpath edges, around all obstacles within the area and under seats and picnic tables. For the purposes of this specification, the term grass includes any weed or other vegetative material growing within grass.

4.3.2. Where disturbance of ground is occurring, from whatever cause the Contractor is still required to cut grass employing the best possible method of Cutting to achieve the effect required by the Specification.

4.3.3. The Contractor shall cut grass to ensure that grassed areas are maintained to the standard described in Table 9.

4.3.4. The Contractor may be asked to carry out tasks as described in Table 10 sight lines to improve the quality of the grass areas.

4.3.5. The Contractor shall use machines appropriate in size, shape and method of cutting for the type of work involved. All wheeled grass cutting machinery must be fitted with grassland tyres.

4.3.6. The Contractor shall ensure that all machines engaged in grass mowing are sharp and properly set, to produce a true and even cut. Any damage from such lack of maintenance shall be made good by the Contractor at his own expense.

- 4.3.7. The Contractor shall ensure that machines are properly guarded and maintained so that they present no danger to the operator or any person near the operations.
- 4.3.8. The Contractor shall where practicable, co-ordinate and schedule grass cutting operations to follow the street cleansing service and/or any Litter picking operations.
- 4.3.9. The Contractor shall inspect all areas immediately prior to mowing and remove stones, bottles, drink cans, Litter and debris (the Council shall not accept excessive areas of mown Litter). Where such littering is excessive i.e. C or D grade in Table 2, the Contractor shall co-ordinate with the Street Cleansing operation so that responsive picking can take place. Any mown Litter shall be cleared in accordance within the Specification.
- 4.3.10. The Contractor shall maintain a clean edge to all grass edges, which abut kerbing, footpaths, roads or other hard surfaces, planted beds and borders by hand, or mechanical means, in accordance with the following requirements:
- 4.3.10.1. Edges abutting a Flower Bed or Grade 1 Shrub Bed, shall be maintained to ensure the edge is sharp, tightly cut, neat and in a vertical condition. Following every grass cutting visit all cut edge lines shall be straight and true and curves shall be smooth.
 - 4.3.10.2. Edges abutting Grade 2 Shrub Beds shall be maintained up to the periphery of the shrubs to ensure vegetative growth protruding from the edge of the grass does not exceed 75mm in length at any time.
 - 4.3.10.3. Edges abutting a hedge, wall or fence line or crash barrier shall be treated using an approved herbicide, or other approved method, to maintain an area of 300mm along the abutted feature at least 95% weed free with grass height not exceeding 100mm.
 - 4.3.10.4. Edges abutting a hard surface, shall be maintained by manual or chemical means so that vegetative growth protruding from the edge of the grass area does not exceed 75 mm in length at any time.
 - 4.3.10.5. Edges within designated Parks shall only be maintained through manual means and no chemical treatment will be allowed.
- 4.3.11. Where a tree exists within the grass, the Contractor shall not mow within three hundred (300) mm of the tree base. The Contractor shall use an approved herbicide, or other approved method, to maintain this area at least ninety five percent (95%) weed free with grass height not exceeding one hundred (100) mm.
- 4.3.12. Where a non-living obstacle which is movable exists within the grass, the Contractor shall, where possible, move this obstacle immediately prior to commencing the mowing operation and replace immediately following the operation.
- 4.3.13. Where a non-living obstacle which is not movable exists within the grass, the Contractor shall trim around this obstacle using edging shears or another approved method. Chemicals to control grass around any obstructions is permitted except within Parks as agreed with the Authorised Officer.

Herbicide spraying shall not exceed one hundred and fifty (150) mm around objects and grass cover must remain established outside of the one hundred and fifty (150) mm spray area.

- 4.3.14. All cuttings are to be distributed evenly over the grassed area, unless Specified to be collected. Any cuttings that fly onto paths, surrounding hard surface areas and memorial headstones shall be removed from the surface and distributed evenly over the grassed area, unless this results in undue suppression of the growing grass beneath. If this is the case, then the grass cuttings shall be removed. This work is to be carried out within two hours of the mowing operation.
- 4.3.15. Some areas of grass may be embankments. These shall be cut using suitable equipment designed for use on slopes and capable of cutting and mulching the cuttings to a length that can be left lying on the embankment. The Contractor shall ensure that grass cutting operations precede the marking of any sports facility where the marking could be disturbed by the machinery used.
- 4.3.16. In certain areas, flowering bulbs have been planted or have become naturalised. The Contractor shall not cut the grass within the period of six (6) weeks after the last flowering bulb has finished. Such areas shall not be left uncut for more than eight (8) weeks after flowering and immediately following cutting all arisings shall be collected and removed to tip, restoring them to the same standard as surrounding areas.
- 4.3.17. The Contractor shall not permit the use of growth retardants on any grass area unless on prior instruction from the Authorised Officer.

Table 9: Grass Maintenance Core Services Tasks

| Task Ref | Task Description | Standards |
|----------|-------------------------------------|---|
| GM001 | Maintain High Amenity Grass (Boxed) | Using an approved rotary or cylinder mower cut grass to a height of between thirteen (13) and twenty (20) mm on thirty (30) occasions p.a. Grass edges to be maintained in accordance with clause 4.3.10 All clippings/arising are to be collected, removed from site and disposed of in accordance with clause 13.10.4 Litter & Leaf Collection to be undertaken in accordance with specification |
| GM003 | Maintain Parks Amenity Grass | Using an approved rotary or cylinder mower cut grass to a height of between thirty (30) and sixty (60) mm on sixteen (16) occasions p.a. Grass edges to be maintained in accordance with clause 4.3.10 Litter & Leaf Collection to be undertaken in accordance with specification |
| GM004 | Maintain General Amenity Grass | Using an approved rotary or cylinder mower cut grass to a height of between forty-five (45) and seventy-five (75) mm on fourteen (14) occasion's p.a. Grass edges to be maintained in accordance with clause 4.3.10 Litter and Leaf Collection to be undertaken in accordance with specification 7 |

| Task Ref | Task Description | Standards |
|----------|-----------------------------|--|
| GM005 | Maintain Rough Grass Type 1 | Using an approved rotary or flail mower cut grass to a height of between fifty (50) and eighty-five (85) mm on four (4) occasions p.a. Grass edges to be maintained in accordance with clause 4.3.10 Litter and Leaf Collection to be undertaken in accordance with specification |
| GM007 | Maintain Meadow Grass | On one (1) occasion per annum (August/September), unless otherwise instructed, the Contractor shall mow the area to a height of forty (40) mm unless otherwise instructed by the Authorised Officer and remove arisings. Exact timing shall be agreed with the Authorised Officer. This operation shall take place during day-time and in dry weather when amphibians are least likely to be present. |

Table 10: Grass Maintenance Additional Services Tasks

| Task Ref | Task Description | Standards |
|----------|---|---|
| GM001A | Mow High Amenity Grass (Boxed) | Using an approved rotary or cylinder mower cut grass to a height of between thirteen (13) and twenty (20) mm. |
| GM003A | Mow Parks Amenity Grass | Using an approved rotary or cylinder mower cut grass to a height of between thirty (30) and sixty (60) mm |
| GM004A | Mow General Amenity Grass | Using an approved rotary or cylinder mower cut grass to a height of between forty-five (45) and seventy-five (75) mm |
| GM005A | Mow Rough Grass Type 1 | Using an approved rotary or flail mower cut grass to a height of between fifty (50) and eighty-five (85) mm |
| GM006A | Mow Rough Grass Type 2 | Using an approved rotary or flail mower cut grass to a height of between seventy-five (75) and one hundred and ten (110) mm |
| GM007A | Reinstate Grass Area | On instruction from the Authorised Officer reinstate damaged areas of grass, rotavate to a minimum depth of 150mm, level and produce a fine tilth, consolidate and sow grass seed approved by Authorised Officer. |
| GM008A | Strim Along Wall & Fence Line and Remove Arisings | On instruction from the Authorised Officer strim or cut back all vegetation along wall and fence line and remove arising. |
| GM009A | Strim Vegetation and Remove Arisings | On instruction from the Authorised Officer strim or cut back all vegetation and remove arising. |
| GM010A | Strim Around Obstacles and Remove Arisings | On instruction from the Authorised Officer strim or cut back all vegetation around obstacles within 150mm of the base of any inanimate object, tree, bush, wall fence, etc., to within 50mm of the ground and remove arising. |
| GM011A | Prepare & Seed Grass Area | On instruction from the Authorised Officer rotavate to a minimum depth of 150mm, level and produce a fine tilth, consolidate, sow grass seed approved by the Authorised Officer. |

| Task Ref | Task Description | Standards |
|----------|---|---|
| GM012A | Prepare & Turf Grass Area | On instruction from the Authorised Officer rotavate to a minimum depth of 150mm, level and produce a fine tilth, consolidate, supply and lay turf approved by the Authorised Officer. |
| GM013A | Reform/Flay Off Hard Surface Edge and Remove Arisings | On instruction from the Authorised Officer Re Reform/Flay Off Hard Surface Edge and Remove Arisings. |

4.4. Shrub Beds

- 4.4.1. All Shrub Beds shall be maintained in a way that presents an attractive amenity and allows development of plants to be in keeping with the type, shape, size and aspect of the bed without one species dominating and subsuming another.
- 4.4.2. The Contractor shall ensure that shrub beds that abut other areas (e.g. pathways, driveways, roadways, doorways or windows) are pruned and shaped to afford public safety and avoid obstruction. These operations must be carried out in accordance with sound horticultural practice, and with due regard to the needs of each species, their rate of growth, and the most beneficial pruning period. In some instances, the requirement to maintain safety and free passage will override normal pruning techniques where heavy cutting is required.
- 4.4.3. All shrub beds shall receive appropriate pruning to:
- promote new healthy growth and to maintain the balance of species by adopting 'best' horticultural practices to achieve the required horticultural standards
 - Prune to include the removal of this season's growth +10% of the existing framework
 - prevent encroachment and obstruction onto roads, paths and cycle ways, the obstruction of sight lines, etc. with attention to junctions, road signs, name plates, manhole covers and lamp columns, and to prevent the obstruction of light to windows. The Contractor shall follow the Sight Line Clearance Standards as indicated in Table 11.
 - In the case of pathways and cycle ways encroachment pruning shall be at least 150mm from the pathway edge.
 - Remove all dead, diseased, damaged or crossing branches.
- 4.4.4. Pruning, is to be carried out using sharp clean instruments to give a clean cut and may involve the use of clearing saws and pruning saws for thicker stems (>25 mm) but only loppers or secateurs for lighter stems (<25 mm). Light pruning may be done with hedge trimmers, but this is to be limited to shaping of sprawling and small shrubs only.
- 4.4.5. Coppicing can be carried out with reciprocating blades and pruning saws. It may be feasible to carry out part of the work by flailing providing this is followed up by manual pruning to give a clean cut, leaving split stems is not acceptable.

- 4.4.6. Shrub pruning's and arisings to be chipped or shredded on-site using the appropriate machinery according to their size. The resulting residue shall then be returned as a mulch, no greater than 75 mm deep, to the shrub bed, being spread around the base of shrubs without covering them.
- 4.4.7. Where the Contractor is required to control weeds within shrub areas, either chemical or manual methods may be used as specified in the ITT. All chemicals used in the execution of this contract shall be used in accordance with the requirements of the specification. Mulching will be used as a way of reducing weed growth and the Contractor is encouraged to use this methodology for shrub bed weed control.

Table 11: Sight Line Clearance Standards

The eye level of drivers can vary from 1.05m above the carriageway in a standard car to approximately 2m in commercial vehicles. To enable drivers to see each other across summits, across bends and at junctions, unobstructed visibility shall be required at least between these heights above the carriageway.

For drivers to see and be seen by pedestrians, particularly children and wheelchair users, unobstructed visibility shall be required at a height of no more than 600 mm, therefore no vegetation must exceed this height wherever the potential exists between motorists and pedestrians, especially young children. This shall apply to all junctions with pavements and roads. This shall require pruning to a lower level to allow for re growth with the aim of managing at 600mm and reducing the visual impact of pruning cuts.

Figure 1: Details the Vertical Visibility Envelope for pruning heights at roads junctions with no pavements.

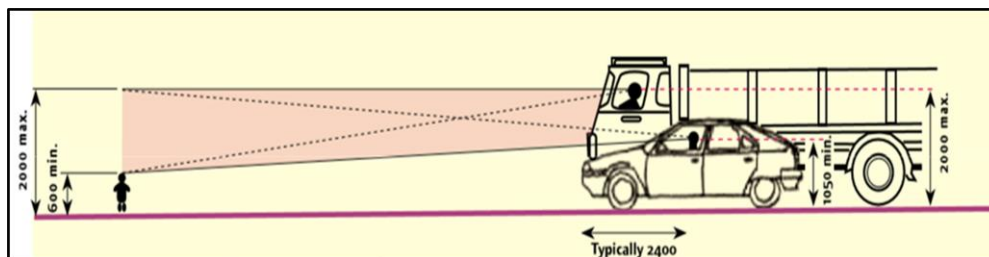
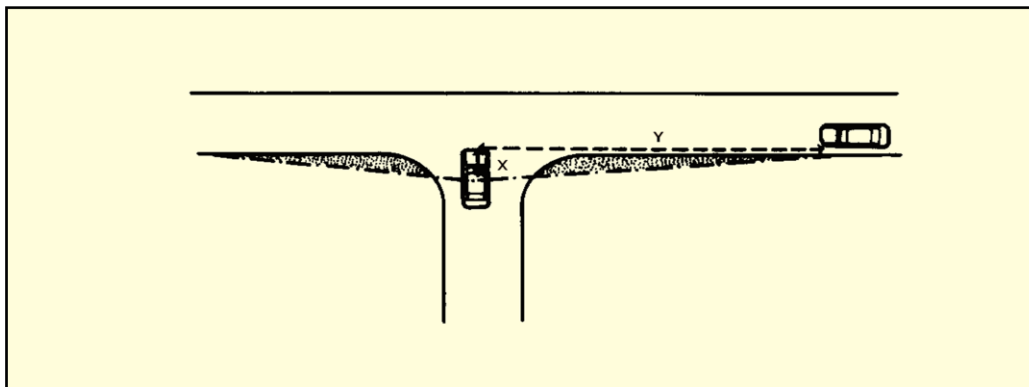


Figure 2: Visibility Splays at Junctions with Roads and Pavements With an 'x' dimension of 4.5m and a 'y' dimension of 60m



Shrub planting within the visibility splays must not exceed a height of 300 mm and any necessary feature or obstruction must be clearly visible to users of both roads.

Table 12: Shrub Bed Core Services Tasks

| Task Ref | Task Description | Standards |
|----------|--------------------|---|
| SHB001 | Maintain Shrub Bed | <ul style="list-style-type: none"> The Contractor shall maintain the shrub bed to ensure that weeds do not cover more than five percent (5%) of the area and do not exceed one hundred (100) mm in height at all times of the year. The base shall be free of any weed, following each maintenance visit. The Contractor shall undertake suitable pruning as required to maintain the standards specified in section 4.4 Litter collection to be undertaken in accordance with specification |

Table 13: Shrub Bed Additional Services Tasks

| Task Ref | Task Description | Standards |
|----------|--|---|
| SHB003 | Hard Prune Shrubs | On instruction from the Authorised Officer undertake pruning operations to within 50-75mm, of a framework of old wood up to two seasons growth and remove arisings. |
| SHB004 | Light Prune Shrubs | On instruction from the Authorised Officer undertake pruning operations to within 50-75mm, of a framework of old wood up to one season growth and remove arisings. |
| SHB005 | Coppice Shrub or Bush 1 – 5 Years Old | On instruction from the Authorised Officer undertake pruning operations to cut back all growth to a stool a few centimetres from the ground. |
| SHB006 | Coppice Shrub or Bush > 5 Years Old | On instruction from the Authorised Officer undertake pruning operations to cut back all growth to a stool a few centimetres from the ground. |
| SHB007 | Remove Mature/Dead Shrub | On instruction from the Authorised Officer dig-out or winch mature or dead shrub, including the main roots to a depth of 300mm below ground level. All arisings are to be removed. Level ground with soil recovered from root system. |
| SHB008 | Hoe/Hand Weed Shrub Bed | On instruction from the Authorised Officer hoe/hand weed, weed-infested shrub beds and rake-out, remove by hand and dispose arisings. |
| SHB009 | Apply Translocated Herbicide to Shrub Area | On instruction from the Authorised Officer supply and apply a suitable approved translocated herbicide to specified areas to return them to a 100% weed free condition. |

| Task Ref | Task Description | Standards |
|----------|--|--|
| SHB010 | Supply & Plant Shrub Apply Selective Residual Herbicide to Bed Area | Provide Shrubs, compliant with the National Plant Specification, in 3 litre containers. Prepare pits large enough to accommodate the shrub's root system plus 100mm in each dimension at a density of 5 per square metre and plant shrubs therein Backfill with a mixture of topsoil and 5 litres of peat free planting compost and lightly firm. Lightly fork the finished area and apply and even 50mm layer of composted organic matter. Irrigate as required to ensure establishment for a 12-month period. All plants failing within this period shall be replaced at the Contractor's own expense. On instruction from the Authorised Officer supply and apply a suitable approved selective residual herbicide to specified areas to return them to a 100% weed free condition. |
| SHB011 | Apply Selective Herbicide to Woodland/Shrub | On instruction from the Authorised Officer supply and apply a suitable approved selective herbicide to specified areas to return them to a 100% weed free condition. |

4.5. Herbaceous Beds

4.5.1. All herbaceous beds shall be maintained in a way that presents an attractive amenity and allows development of plants to be in keeping with the type, shape, size and aspect of the bed without one species dominating and subsuming another.

4.5.2. Herbaceous beds are to be maintained in accordance with Task HB001 as detailed in Table 14, which shall include for all necessary:

- Weed control
- Pruning
- Deadheading
- Cutting down
- Lifting, dividing and replanting
- Staking and tying

Table 14: Herbaceous Beds Core Services Tasks

| Task Ref | Task Description | Standards |
|----------|--------------------------|---|
| HB001 | Maintain Herbaceous Beds | <p>The Contractor shall visit each herbaceous bed on twelve (12) occasions per annum. Following completion of each visit, the bed should:</p> <ul style="list-style-type: none"> • be free from weeds, having been cultivated by mechanical/manual methods. • be free from deadheads • have soil surfaces of fine and even tilth to a depth of fifty (50) mm <p>Litter collection to be undertaken in accordance with specification</p> <p>During November/December all herbaceous plants must be cut down to within 100mm of ground level.</p> <p>Each year, the Contractor shall lift one third of each individual bed, split/divide plants and replant accordingly.</p> |

Table 15: Herbaceous Beds Additional Services Tasks

| Task Ref | Task Description | Standards |
|----------|---------------------------------|--|
| HB002 | Supply & Plant Herbaceous Plant | <p>Provide herbaceous plants that are healthy, undamaged and true to name in 9cm pots.</p> <p>Prepare pits large enough to accommodate the plant's root system plus 100mm in each dimension at a density of 10 per square metre and plant perennials therein</p> <p>Backfill with a mixture of topsoil and 2 litres of peat free planting compost and lightly firm.</p> <p>Lightly fork the finished area and apply and even 50mm layer of composted organic matter.</p> <p>Irrigate as required, to ensure establishment, for a twelve-month period. All plants failing within this period shall be replaced at the Contractor's own expense.</p> |

4.6. Hedges

- 4.6.1. All hedges shall receive appropriate pruning that prevents an increase in height and encroachment, apart from allowing the development of a maturing planting scheme. Pruning shall be sufficient to allow growth between maintenance visits and prevent encroachment, together with a programme of any remedial pruning required to achieve the key requirements of public safety and an avoidance of encroachment.
- 4.6.2. The Contractor shall carry out pruning operations in order to maintain hedges in a neat, tidy and pleasing appearance. The severity of cut shall be such that all growth is removed to the point of the previous cut, or previous year's wood plus 10% (i.e., the existing 'formal framework' of the hedge). The Contractor shall maintain a strong framework to the hedge with the appropriate shape and width in relation to its height.
- 4.6.3. Hedges should be pruned in accordance with species, once (1) each year between August and November.

- 4.6.4. The Contractor shall where necessary prune to prevent encroachment onto roads, paths, and cycle ways, so that growth does not extend more than 150 mm over these surfaces. Such pruning shall also be undertaken to prevent the obstruction of sight lines with attention to all junctions, road signs, name plates, manhole covers and the base of lamp columns, and light from lamp columns reaching the Highway and to prevent the obstruction of light to windows.
- 4.6.5. The Contractor shall time hedge pruning so as to cause as little disturbance to pedestrian and vehicular traffic. Where work is to be carried out on roadways and streets and be likely to cause traffic congestion the Contractor shall make all arrangements with the Police and Highway Department as may be necessary.
- 4.6.6. Where the Contractor is pruning hedges, work shall be clearly signed and the Contractor's vehicles must comply with all aspects of road safety, including the use of warning signs on vehicles, with hazard warning lights flashing when required.
- 4.6.7. Unless it is necessary The Contractor shall avoid pruning hedges in the bird nesting season. It must be recognised that this can vary from year to year and The Contractor must ensure that the need to avoid nesting birds is addressed.
- 4.6.8. Variegated or other uncharacteristic growth shall be pruned using approved methods suitable to maintain a high-quality finish and appearance.
- 4.6.9. Where the Contractor is required to control weeds in hedge bases, either chemical or manual methods may be used as specified. All chemicals used in the execution of this contract shall be used in accordance with the requirements of section 11.3.

Table 16: Hedge Maintenance Core Services Tasks

| Task Ref | Task Description | Standards |
|----------|---------------------|--|
| HE001 | Cut Hedge Type 1 | Cut both sides and top of hedges using either hand held or tractor mounted machinery in accordance with specification 4.6 |
| HE003 | Maintain Hedge Base | The Contractor shall maintain the bases of hedges in Parks to ensure that weeds do not cover more than 10% of the area and do not exceed one hundred (100) mm in height at all times of the year. The base shall be free of any weed following a weeding operation. |

Table 17: Hedge Maintenance Additional Services Tasks

| Task Ref | Task Description | Standards |
|----------|--|--|
| HE004 | Top Hedges up to 2.4m High – Manual/Handheld Equipment | Cut top of hedges using manual/handheld equipment. |
| HE005 | Side Hedges up to 2.4m High – | Cut one side only of hedges using manual/handheld equipment. |

| | | |
|-------|---|--|
| | Manual/Handheld Equipment | |
| HE006 | Side Hedges up to 2.4m High – Tractor Mounted Equipment | Cut one side only of hedges using tractor mounted machinery. |
| HE007 | Side Hedges > 2.4m High – Tractor Mounted Equipment | Cut one side only of hedges using tractor mounted machinery. |
| HE008 | Plant bare root hedging | Provide Hedges, compliant with the National Plant Specification, in 60-90cm sections Dig trench 300mm wide and 300mm deep and as long as required Plant shrubs as directed at a spacing of 1 plant per 300mm. Irrigate as required to ensure establishment for a twelve-month period. |

4.7 Annual Bedding

- 4.7.1 The Contractor shall be responsible for designing, planting and maintaining annual bedding display schemes directly through the Council **In the case of Council beds, the Contractor shall be responsible for the design, purchase of plants, planting and maintenance, all of which shall be included for in the Contractors price for Task AB001 and AB001A as detailed in Table 20 below.**
- 4.7.2 Winter/Spring Bedding shall be planted during the last week of September and first week of October. Summer bedding the planting time shall be first week of June. All planting is to be completed within two (2) weeks of commencement.
- 4.7.3 The Authorised Officer and where applicable the Council representative shall approve all proposed designs prior to orders for plants being placed.
- 4.7.4 The Contractor will ensure that all plants delivered are in accord with approved designs and quality, returning and replacing those that are not.
- 4.7.5 The Contractor will ensure that enough storage is available and ensure plants are maintained in prime condition until planting. The shortest period possible should be allowed for between delivery and planting.
- 4.7.6 Soils, beds, and borders will be prepared to ensure that plants establish and produce displays appropriate to the designs and the plants selected. Beds and borders will be prepared in advance of planting and shall as required have incorporated organic matter and or fertilisers to ensure suitable growth and vigour.

- 4.7.7 Annual bedding schemes will be maintained throughout the growing/display period, and the Contractor shall undertake regular dead-heading, weeding, irrigation and if applicable training of climbing plants and staking and tying others.
- 4.7.8 At the end of the display period, seasonal plants will be removed and recycled where appropriate, beds will be prepared, and new planting arranged.
- 4.7.9 The establishment period will be 1 month from planting, throughout this period the Contractor will be responsible for rectifying any plants, beds or schemes which have failed and replace plants or schemes at the Contractor's cost.

Planting Guidelines

Bedding areas shall be rendered into a weed and Litter free condition prior to any planting, with all stones over 25mm in diameter removed.

The Contractor shall rotovate or manually dig the bed to a depth of at least 275mm and a fine tilth obtained by raking and treading. This requirement shall be scheduled so that it is not carried out during wet or frosty conditions that shall adversely affect the soil structure.

Bedding areas shall be covered with an approved sterile, weed free organic material to a depth of 50mm which shall then be lightly worked into the surface soil layer and left in a level condition, prior to planting.

The soil edges of the bed shall be pushed back and sloped upward at an angle of approximately 45 degrees.

All plants shall be located and planted in the position shown on the detailed planting plans provided by the Authorised Officer.

The contractor shall plant beds during suitable weather conditions, conducive to plant survival. The Contractor shall irrigate the bed 12 hours before planting if the soil is in a dry condition to a depth of 100mm. All summer bedding plants shall have been thoroughly watered within 4 hours prior to planting.

The Contractor shall ensure that the surrounding grass areas shall be adequately protected with a material approved by the Authorised Officer. Any edges to the bed that have been damaged in the process of planting and any damage to surrounding amenity areas shall be reinstated by the Contractor at the Contractor's expense.

Planting holes shall be prepared large enough to accommodate the root of each plant without retraction. The contractor shall not tread on areas that have just been planted.

The Contractor shall firm the plants avoiding excessive soil compaction but ensuring good contact between the roots and soil.

Any canes used shall be cut off 50mm below the leaf tops of plants so that they are never obtrusive.

Table 18: Annual Bedding Core Services

| Task Ref | Task Description | Standards |
|----------|---|--|
| AB001 | Supply & Plant Annual Bedding (Spring and Summer) | <p>Remove all plant material from the previous season, leaving the site shall be left clean, tidy and free from weeds and Litter. All arisings are to be removed from site for disposal/recycling as appropriate.</p> <p>Ground shall be prepared in accordance with specification 4.7 and planted with plants supplied by the Contractor to create a display following the agreed design. Where necessary provide canes and ties to secure any plants which require staking. Following planting, the bed shall be irrigated to a depth of 100mm to ensure establishment for a one-month period, replacing all plants which fail during this period.</p> |
| AB001A | Supply & Plant Annual Bedding (Summer Only) | <p>Remove all plant material from the previous season, leaving the site shall be left clean, tidy and free from weeds and Litter. All arisings are to be removed from site for disposal/recycling as appropriate.</p> <p>Ground shall be prepared in accordance with specification 4.7 and planted with plants supplied by the Contractor to create a display following the agreed design. Where necessary provide canes and ties to secure any plants which require staking. Following planting, the bed shall be irrigated to a depth of 100mm to ensure establishment for a one-month period, replacing all plants which fail during this period.</p> |
| AB002 | Plant Annual Bedding | <p>Remove all plant material from the previous season, leaving the site shall be left clean, tidy and free from weeds and Litter. All arisings are to be removed from site for disposal/recycling as appropriate.</p> <p>Ground shall be prepared in accordance with specification 4.7 and planted to create a display following the agreed design. Where necessary provide canes and ties to secure any plants which require staking.</p> <p>Following planting, the beds, planters and tubs shall be irrigated to a depth of 100mm to ensure establishment for a one-month period, replacing all plants which fail during this period.</p> |

| | | |
|-------|-------------------------|--|
| AB003 | Maintain Annual Bedding | <p>Maintain beds to be at least 98% weed free at all times using manual methods only (no chemical control)</p> <p>Maintain the plants in a healthy condition, free of pests and adequately fed. Removing all dead plant heads regularly and replacing all dead, stolen or vandalised plants.</p> <p>Where necessary, replace any canes and ties to ensure the plants are stable.</p> <p>Maintain the soil in a friable condition to a depth of 30mm, free of footprints and other marks.</p> |
|-------|-------------------------|--|

Table 19: Annual Bedding Additional Services

| Task Ref | Task Description | Standard |
|----------|-------------------------|--|
| AB004 | Irrigate Annual Bedding | <p>On instruction from the Authorised Officer set up equipment and thoroughly irrigate the area/plants, without damage to the soil or plants, and to a moist condition, to a depth of 150mm. Water used for irrigation shall be of a suitable quality and supplied by the contractor. The Contractor shall avoid run off. The Contractor shall allow for all hose pipes etc. to allow irrigation of all sites.</p> |

5 Trees – Basic Ground Level Maintenance Operations

5.1 Key Requirements

- 5.1.1 The Contractor shall provide the basic ground level routine maintenance of trees (e.g. epicormics growth removal, young tree formative pruning, low level crown lifting etc.) as part of its daily routine Core grounds maintenance operations. In the case of formative pruning only trained Arbor culturalists shall be used.
- 5.1.2 The Contractor shall not at any time be required to carry out work which necessitates skilled arboriculture staff working above ground level and/or specialist arboriculturally machinery as part of the Core grounds maintenance operations.
- 5.1.3 Ground level operations shall be deemed to include:
- Removal of fallen branches
 - Inspection, adjustment and removal and replacement of tree stakes and ties
 - Weed control of tree bases
 - Removal of epicormic and basal growth up to a height of 2.4m
 - Crown lifting to a height of 2.4m, as required to necessitate safe access for all site users

- 5.1.4 All works shall conform to sound horticultural and arboriculture practices with all arisings removed immediately from site on completion of the operations.
- 5.1.5 The Contractor shall report any dead, dying, dangerous or vandalised trees to the Authorised Officer.
- 5.1.6 Any fallen branch that the Contractor is unable to remove safely as part of its routine operations shall be immediately reported to the Authorised Officer and suitable arrangements for removal shall be made through the Contractor's arboriculture operations.
- 5.1.7 The Contractor shall comply with highway regulations and Police as required and shall undertake all works strictly in accordance with the New Road and Street Works Act 1991 Code of Practice and Chapter 8 of the Traffic Signs Manual.
- 5.1.8 The Contractor shall encourage the recycling of arisings by chipping suitable arisings for use as a mulch where and whenever possible. The storing of a significant amount of suitable quality arisings may be required if the Contractor is to make their own use of them e.g. mulching of shrub beds.
- 5.1.9 Weed control for trees of over one (1) year of age may be achieved by the Contractor by chemical or manual means. Where chemical control is used the provisions of Section 11.3 shall be observed. Where manual methods are used, 1m biodegradable mulch matts and bark mulch or composted wood chippings shall be used and maintained around the tree to 300 mm or to cover the mulch mat and to a mulch depth of 100mm.
- 5.1.10 Weed Control for trees of less than one (1) year of age shall be achieved by the use of 1m biodegradable mulch matts and bark mulch or composted wood chippings maintained around the tree to 300 mm or to cover the mulch mat and to a mulch depth of 100mm.

6 Trees – Arboriculture Services

6.1 Key Requirements

- 6.1.1 The Contractor shall work with the Council to develop a pro-active arboriculture service within an agreed fixed price, in accordance with the Contractors price for Task ARB001.
- 6.1.2 The Contractor shall provide a service to meet the requirements of the Council's Tree Policy so that the Council's duty of care responsibilities, legal obligations and Bio Security obligations are met and take action where there are public safety concerns for the public and/or property. The Service shall include regardless of tree size but not be limited to;
- Appropriate licenses
 - Tree and whip planting including associated tree protection and establishment
 - Tree felling
 - Crown lifting
 - Crown thinning
 - Pollarding including re pollarding
 - Branch removal
 - Dead wooding
 - Stump grinding
 - Stump removal
 - Sectional felling
 - Chipping/shredding
 - Felling timber removal
 - MEWP work
 - Timber extraction and storage
 - Public engagement and communication
 - Traffic management with associated works
 - Tree surveying
 - Emergency response and standby out of hours
- 6.1.3 Based on the agreed price, the Contractor in conjunction with the Council shall agree a methodology on productivity concerning individual tree operations. Similarly, the Contractor will be required to develop and implement a tree management plan as part of the Annual Work Plan which shall be agreed with the Council's Authorised Officer.
- 6.1.4 All arisings from Arboricultural Works that can safely be shredded or chipped shall either be chipped on site and distributed evenly on tree/shrub bed surfaces or disposed of by the Contractor in accordance with the specification as instructed by the Council's Authorised Officer
- 6.1.5 All arisings from Arboricultural Works that are too large to be chipped/shredded shall remain the property of the Council and shall be transported to the designated storage point.

6.2 General Requirements

6.2.1 To develop this service, the Contractor shall be expected, as a minimum, to provide for the following:

- Undertake regular tree surveys in a format agreed with the Council and contribute to and update and develop a tree database of all the Council's tree and Woodland stock in accordance with the Council's Policies.
- Submit a survey frequency policy, in line with the Council's tree policy
- An ability to assess trees using the CAVAT
- When surveying if nests are found the Contractor shall report them to the County Bird Recorder.
- Develop, undertake and agree with the Council a programme of tree surveys for trees that have no survey record. Thereafter, regular tree surveys shall be carried out by the Contractor and included on the tree database.
- Employ skilled arboriculture staff trained to a proficient City and Guilds NPTC level to undertake a planned schedule of routine maintenance to trees and Woodlands
- Provide a 24/7 Emergency Response Service both in normal working hours and out of hours including the availability of specially equipped vehicle and range of tools to respond within fifteen (15) minutes of notification and to be on-site within one (1) hour to make the site safe and commence remedial works if practicable.
- Create and maintain a forward plan of arboriculture works and provide as a minimum monthly information updates as to works in progress and/or planned as part of a scheduled monthly meeting.

The annual and monthly work plan should include but not be limited to;

- Areas of work and wards, streets for the monthly plan
- Trees to be worked on and the works to be completed
- Number of trees to be pollard, crown lifted, felled, pruned etc
- No of tree survey/inspections to be carried out and the areas of work]
- Conflicts between tree operations, roads, people etc
- Traffic Management requirements including location and length of time road subject to Traffic Management
- Anticipated quantity of timber and chippings that will be generated and the proposed disposal points i.e. shrub beds, wood yard etc

Table 21: Trees Core Services Tasks

| | | Task Description | Standards |
|--|--|-----------------------|--|
| | | Provide Trees Service | Provide all-inclusive Trees Service in accordance with Section 6 |

Table 22: Trees Additional Services Tasks

| Task Ref | Task Description | Standards |
|----------|---------------------------------|--|
| ARB001 | Plant Bare Root Tree-Standard | <p>Prepare pits large enough to accommodate the plant's root system plus 100mm in each dimension.</p> <p>Backfill with a mixture of topsoil and 2 litres of peat free planting compost and lightly firm.</p> <p>Lightly fork the finished area.</p> <p>Install 1m biodegradable mulch matts and bark mulch or composted wood chippings maintained around the tree to a distance of 300 mm or to cover the mulch mat and to a mulch depth of 100mm.</p> <p>Install stake and guard.</p> <p>Irrigate as required, to ensure establishment.</p> <p>All works to meet British Standard BS8545.</p> |
| ARB002 | Plant Root Balled Tree Standard | <p>Prepare pits large enough to accommodate the plant's root system plus 100mm in each dimension.</p> <p>Backfill with a mixture of topsoil and 2 litres of peat free planting compost and lightly firm.</p> <p>Lightly fork the finished area.</p> <p>Install 1m biodegradable mulch mats and bark mulch or composted wood chippings maintained around the tree to a distance of 300 mm or to cover the mulch mat and to a mulch depth of 100mm.</p> <p>Install stake and guard.</p> <p>Irrigate as required, to ensure establishment.</p> <p>All works to meet British Standard BS8545.</p> |
| ARB003 | Irrigate Young Tree | <p>On instruction from the Authorised Officer set up equipment and thoroughly irrigate the area/trees, without damage to the soil or plants, and to a moist condition, to a depth of 150mm. Water used for irrigation shall be of a suitable quality and supplied by the Contractor. The contractor shall avoid run off.</p> <p>The Contractor shall allow for all hose pipes etc. to allow irrigation of all sites.</p> |

7 Sports Pitches and Facilities

7.1 General Requirements

- 7.1.1 The Contractor shall maintain all sports pitches and facilities in a condition that meets the standards required by the National Governing Body of the relevant sport, taking into account its location and usage based on the local conditions.
- 7.1.2 The Contractor shall produce an annual programme of work for each sports pitch no later than one (1) month prior to the start of the relevant season. However, the programme may be deviated from, if required, to meet the performance targets by approval from the Authorising Officer.
- 7.1.3 The Contractor shall ensure that grass cutting operations shall be undertaken prior to the marking of any sports pitch where the marking could be disturbed by the passage of the machinery used.
- 7.1.4 Where a sports pitch or facility is designated for maintenance, the contractor shall adhere to all standards in the appropriate Core Services. Failure to comply with an element of the task shall be considered a failure to comply with the whole task.
- 7.1.5 The location of each sports pitch may change to reduce wear and tear, the Contractor shall agree the position of each pitch with the Authorised Officer prior to the beginning of each relevant season.
- 7.1.6 The Contractor shall be aware of all matches and practice sessions due to be played on the pitches they are managing. They shall ensure that the pitches are fit and ready for play prior to these start times with appropriate equipment (e.g., posts etc.) installed.
- 7.1.7 The Council is responsible for the provision of all posts, sockets and tennis nets, excepting where the Contractor damages these items. The Contractor shall inform the Authorised Officer if any of these items is missing, or in a damaged or unsafe state. The Contractor shall be responsible for the replacing of any items lost or damaged whilst in their care.
- 7.1.8 Where a sports pitch or facility is not designated for maintenance (because for example it is a temporary, casual or low use facility) the Authorised Officer may request maintenance to the surface using the Additional Services Table.

7.2 Cricket Pitch (Wicket Only)

- 7.2.1 Cricket pitches (wickets) shall be maintained in a way that allows for the playing of the game of cricket in accordance with the rules and requirements of the game, throughout the cricket season, which is normally from the last Saturday in April to the last Sunday in August.
- 7.2.2 Cricket pitch maintenance shall include all necessary:
- Switching;
 - Brushing;
 - Mowing;
 - Scarification;
 - Rolling;

- Aeration;
- Irrigation;
- Weed, disease, moss and pest control;
- Fertilising;
- Solid tinning;
- Top dressing;
- Worm casting control;
- Pre-match preparation and post-match renovation;
- Erection and dismantling of protective fencing as required;
- Renovation and over-seeding;
- Any other tasks that may be required in order to maintain the Performance Standards specified below.

- 7.2.3 All works carried out on cricket pitch during the playing season will be scheduled so as not to interfere with matches and will be completed in good time for wickets to be prepared and set out without incursion into playing time.
- 7.2.4 End of Season renovation works must be completed within twenty-one (21) days of the end of the season, and post-match renovation works within three (3) days of the match, unless otherwise agreed with the Authorised Officer.
- 7.2.5 The Contractor must appreciate that timing of maintenance operations to cricket pitch cannot always follow the calendar. The Contractor must use experience and horticultural skill to determine the timing of operations in order to produce a high-quality playing surface. It is imperative that the Contractor carries out all operations during weather conditions suitable for that operation. Any damage resulting from bad horticultural practice will be made good at the Contractor's expense.
- 7.2.6 During periods of inclement weather or for any other reason, the Contractor will inform the Authorised Officer when, in his opinion, the wicket should be declared unfit for play, where practical, the Contractor will give the Authorised Officer a minimum of 3 Working Days' notice of such events in order to minimise the risk of complaints and to ensure sufficient notice can be provide to facility users.

Table 23: Cricket Pitch Performance Standards

| Feature | Performance Criteria | Performance Standard |
|---------|-------------------------------|----------------------------------|
| Wicket | Grass height (playing season) | Cut to 3 or 4mm prior to match |
| | Pre-match preparation | Fit for Play on day before match |
| | Ball bounce | Between 12% and 15% Rebound |

7.3 Football Pitches

- 7.3.1 Football pitches shall be maintained in a condition that meets the standards required by the National Governing Body of these sports, in order for play to take place safely, effectively and fairly.

7.3.2 The Contractor will be responsible for ensuring that pitches are maintained to the requisite standard to the satisfaction of the Authorised Officer and participating players.

7.3.3 Football pitch maintenance shall include all necessary:

- Grass cutting
- Measuring and marking
- Fertilising
- Divot repairs
- Stone & Litter picking
- Aeration/Vert draining
- Goalmouth sanding
- Opico raking
- End of season pitch surface renovation
- Overseeding
- Any other tasks that may be required in order to maintain the Performance Standards specified below.

7.3.4 Grass cutting and pitch surface management operations shall be performed with professional equipment fit for the purpose of achieving the requisite standard.

7.3.5 In general, the football season commences at the start of August and ends at the end of May, however the Authorised Officer will confirm the exact dates and fixtures on an annual basis prior to the season commencing.

7.3.6 The Contractor shall undertake regular pitch inspections throughout the playing season to ensure that all required pitches are fit for play. Inspections for matches shall be performed before 14:00 during weekdays and before 17:00 on Friday for weekend matches. Following inspection, details of any pitches that are deemed unfit for play shall be provided to the Authorised Officer.

7.3.7 During periods of inclement weather or for any other reason, the Contractor will inform the Authorised Officer when, in his opinion, the pitch (es) should be declared unfit for play, where practical, the Contractor will give the Authorised Officer a minimum of three (3) Working Days' notice of such events in order to minimise the risk of complaints and to ensure sufficient notice can be provide to facility users.

Table 24: Football Pitch Performance Standards

| Performance Criteria | Performance Standard |
|--------------------------------------|--|
| Grass Height (Playing Season) | Football - Between 30 and 60mm |
| Grass Height (Out of Playing Season) | In accordance with Grass Maintenance Core Task GM003 |

| Performance Criteria | Performance Standard |
|--------------------------------|--|
| Total Ground Cover | 95% of the playing surface |
| Desirable Grass Species | 90% of the playing surface |
| Presence of Moss | No more than 8% of playing surface |
| Presence of Pests | No more than 2% of playing surface |
| Presence of Diseases | No more than 6% of playing surface |
| Presence of Large-leaved weeds | Nil |
| Presence of Small-leaved weeds | No more than 10% of playing surface |
| Pitch Markings | Straight or Even Curve, Visible from 40m during playing season |
| Goal Posts | Rigid, Vertical, Clean with 90% paint coverage |

Table 25: Sports Pitch and Facilities Core Services Tasks

| Task Ref | Task Description | Standards |
|----------|--------------------------------|--|
| AC001 | Maintain Cricket Pitch | Maintain Cricket Pitch in accordance with specification 7.2 |
| FT001 | Maintain Senior Football Pitch | Maintain Football Pitch in accordance with specification 7.4 |

Table 26: Sports Pitch and Facilities Additional Services Tasks

| Task Ref | Task Description | Standards |
|----------|--|---|
| CR002 | Prepare and Repair Cricket Wicket (Price per game) | <p>No more than five (5) days before each game the Contractor shall upon instruction from the Authorised Officer:</p> <ul style="list-style-type: none"> Remove thatch from the wicket using a hard brush or other approved method; taking care not to damage the root zone. Irrigate the wicket to a depth of 100mm if necessary; this shall be done early enough so that the wicket is dry at the time of the game. Roll the wicket with a 250kg roller. <p>No more than twenty-four (24) hours before every game, the Contractor shall:</p> <ul style="list-style-type: none"> Double mow the wicket to be played to a height of 3mm, in opposite directions parallel to play. Scarify the wicket twice, in accordance with the rules so that the markings are visible from a 30m distance. Roll the wicket twice with a 250kg roller. Remove all cuttings, Litter and debris and dispose of appropriately. <p>After each match and within forty-eight (48) hours, the Contractor shall:</p> <ul style="list-style-type: none"> Renovate the wicket repairing any damaged areas using an approved, screened, heavy clay loam and reseeding with an approved grass- |

| Task Ref | Task Description | Standards |
|----------|--------------------------|--|
| | | seed mixture to provide a true smooth surface. <ul style="list-style-type: none"> • During dry weather, these repaired areas shall be regularly irrigated to ensure quick germination and subsequent development of the sward. • Brush the wicket with a besom removing all debris. • Sorrel roll the wicket. |
| FT001A | Mark Football Pitch | On instruction from the Authorised Officer the Contractor shall mark the pitch and ensure the size of the pitch conforms to the size of the recommended governing body. All markings, lines, angles, arcs etc, will be true, and of a uniform width. |
| FT001B | Over Mark Football Pitch | On instruction from the Authorised Officer the Contractor shall mark the pitch and ensure the size of the pitch conforms to the size of the recommended governing body. All markings, lines, angles, arcs etc, will be true, and of a uniform width. |

8 Play Areas

8.1 General Requirements

- 8.1.1 The Contractor shall carry out the maintenance of play areas to the standards noted in Table 27. The play area to be maintained shall include all surrounding play area paths, fences, and gates, as well as the play equipment itself. Play Areas may also include wheel sports tracks, Multi Use Games Areas and Youth Shelters.
- 8.1.2 Consumables (rustbelts and shackles) etc., used in maintaining the play equipment shall be approved by the Authorised Officer and supplied by the Contractor. Other items including seats and chains and other major fixed assets shall be supplied by the Authorised Officer. The Contractor should update the Authorising Officer monthly of the stock levels concerning seats, chains and other major assets.
- 8.1.3 All newly installed items of equipment shall be repaired and maintained in accordance with BSEN standards which include BSEN 1176 and 1177 or the standard in place at time of installation.
- 8.1.4 All staff carrying out inspections shall be suitably trained and certified by the RPII to carry out the appropriate level of inspection.
- 8.1.5 A regular inspection shall comprise the following items:
- Check all bolts and fixings and tighten when necessary (replace if damaged or missing)
 - Check all fixings particularly for movement
 - Check seats for degradation or exposed metal edges

- Check seats for wear on chain fixing holes
- Check condition of all hand rails
- Check ground clearance and remove any debris from under equipment including Litter, moss and weeds
- Check any undue movement of equipment
- Check items of equipment designed to move do so freely
- Check speed limiting devices operate correctly
- Check for any missing components
- Check that all guards and rubber gaiters are in place
- Check all ropes for tension damage and wear, particularly at points where movement occurs
- Check metal parts for corrosion
- Check condition of all timber for signs of rot
- Check tunnels are clean and clear of debris, all such structures to be sprayed with an approved disinfectant
- Check condition of safety surface and remove debris including litter, moss and weed
- Check condition of timer and brickwork structures
- Check condition of parts and surfacing
- Check condition of fencing and gates where in situ. Any missing fences and/or gates shall be reported on the Contractors IT system
- Check signs for condition and legibility

8.1.6 Where bark and sand areas exist, the Contractor shall remove any Litter, weed growth, glass and debris from bark and sand surfaced areas at the time of inspecting play equipment and decompact and rake level. Bark and Sand Levels shall be maintained to a depth appropriate to the fall height of the equipment.

8.1.7 The Contractor shall check for any vandalism which might result in injury to any person using the equipment, including any malicious acts such as placement of razor blades, hypodermic syringes, or broken glass on/into the surface of play equipment or the partial cutting of chains etc. Any such instance shall be immediately reported to the Authorised Officer.

8.1.8 The Contractor shall release all twisted or tied swing seats, freeing them for proper use.

8.1.9 Should the Contractor become aware of the presence of any damaged or defective equipment or safety surface which constitutes a danger to playground users, the Contractor shall immediately take all necessary action to repair, fence, remove or immobilise the item(s) of equipment affected, in a manner to be approved by the Authorised Officer. The Contractor shall notify the Authorised Officer of any such action immediately after the necessary work has been carried out and record on the agreed IT system.

8.1.10 At each visit the Contractor shall remove all Litter, Detritus and other deleterious material from any bark or sand surfaced areas and decompact and rake level. Informing the Authorised Officer of any defects on the Contractors agreed IT System.

8.1.11 The Contractor shall record all inspections on the IT system and where defects are found provide photographic evidence.

8.2 Detailed Inspection

8.2.1 A detailed inspection shall, in addition to that in Specification 8.1.6, comprise of the following items and recorded on the Council's agreed IT system and where defects are found provide photographic evidence. Inspectors should not be the same employees that carry out the weekly inspections. Inspectors should note the manufacturer's recommendations and appropriate standards for each item:

- Check head studs or crossbar retaining bolts. Where head studs are found to be loose, the cap and crossbar shall be removed to check for wear.
- Check chains 'D' shackled, pins and bearings for wear
- Lubricate all bearings
- Check ground clearance between seating height and ground
- Check all parts for corrosion, signs of wear
- Check all links, lock-nuts and bearings are sound
- Check ground fittings for security
- Check all welds for cracks
- Check for any other hazards not identified elsewhere

8.2.2 When lubrication forms part of the maintenance programme for an item of play equipment, sufficient oil or grease should be used to ensure that clean, fresh lubricant escapes from the bearing. The Contractor shall allow for any disassembly operations required to ensure that equipment is properly lubricated. After lubrication has been completed and prior to leaving the site, the Contractor shall re-assemble any parts removed during lubrication, remove all excess lubricants and completely clean all surfaces to ensure that no user of the play equipment can become contaminated with lubricants.

8.2.3 All debris produced during maintenance work shall be removed before the Contractor leaves the site. The Contractor shall make available for inspection by the Authorised Officer all metal items or parts removed/replaced before arrangements are made for their disposal by the Contractor. Other debris should be properly disposed of.

8.2.4 The Contractor shall carry out repairs if authorised by the Authorised Officer, which shall be paid at the agreed Day work Rates. The Council shall supply all non-consumable equipment for these repairs.

Table 27: Play Area Maintenance Core Services Tasks

| Task Ref | Task | Standards |
|----------|------------------------------------|---|
| PA001 | Play Area Maintenance & Inspection | <p>Litter and Detritus collection to be undertaken at time of inspection (weekly) and then at suitable frequencies to maintain the standards as specified</p> <p>On a weekly basis carry out a regular inspection and maintenance visit of a play area in accordance with specification 8.1.5</p> <p>On a 6 weekly basis carry out a detailed inspection and maintenance visit in accordance with specification 8.2</p> |

9 Dayworks

9.1 General Information

9.1.1 There may be occasion during the Contract Period whereby the Council requires Additional Services outside of the scope of the specified Core and Additional Services, any such works will be subject to an agreed quotation from the Contractor in accordance with the following Day Work Tasks:

Table 28: Dayworks Tasks

| Task Ref | Task Description | Standard |
|----------|---|---|
| DW001 | Operative – Emergency Response | On instruction from the Authorised Officer provide operative to respond on site within 2 hours of instruction |
| DW002 | Operative – Urgent Response | On instruction from the Authorised Officer provide operative to respond on site within 1 Calendar Day of instruction |
| DW003 | Operative – Priority Response | On instruction from the Authorised Officer provide operative to respond on site within 5 Working Days of instruction |
| DW004 | Operative – Standard Response | On instruction from the Authorised Officer provide operative to respond on site within 10 Working Days of instruction |
| DW005 | Vehicle and Equipped Operative – Emergency Response | <p>On instruction from the Authorised Officer provide within 2 hours of instruction an Operative, Vehicle and all associated equipment to include:</p> <ul style="list-style-type: none"> • Strimmer • Blower • Hedge cutter • Horticultural Hand Tools |
| DW006 | Vehicle and Equipped Operative - Day | On instruction from the Authorised Officer provide an Operative, Vehicle and all associated equipment to include: |
| DW007 | Vehicle and Equipped Operative - Week | |

| Task Ref | Task Description | Standard |
|----------|--|--|
| DW008 | Vehicle and Equipped Operative - Month | <ul style="list-style-type: none"> • Strimmer • Blower • Hedge cutter • Horticultural Hand Tools |
| DW009 | Vehicle and Equipped Operative – 6 Months | |
| | | |

SECTION 4 – ENGAGEMENT & LIAISON

10 Community Engagement, Stakeholder Liaison and Added Social Value

10.1 Community Engagement and Stakeholder Liaison

10.1.1 The Contractor shall engage with the community, including but not limited to, residents, charity, voluntary and not for profit organisations and any other community groups which are working to achieve added social value that the Council may include.

10.1.2 Specific activities and measurable objectives for community engagement, with corresponding methods for monitoring the effectiveness of all such schemes, shall be delivered by the Contractor.

10.1.3 The Contractor shall identify future community groups / stakeholders and work cooperatively with groups and stakeholders e.g. working to achieve enhanced standards, sharing good practice and information. Examples include but are not limited to;

- Council and Town Councils
- Street Champions
- Voluntary groups
- Resident Groups
- Community payback scheme
- Sports groups
- Charities and charitable trusts
- Schools

10.1.4 The Contractor shall maximise the use of its own staff and resource for the purpose of community engagement.

10.1.5 The Contractor shall develop and/or support the submission of grant funding bids by the Council and other stakeholders whose objectives deliver future ongoing maintenance and management of land/assets held by the Council on behalf of the community.

10.2 Supporting the Local Economy

10.2.1 The Contractor shall endeavour to support the use of small and medium sized enterprises in providing the service and, where practicable, shall advertise jobs and seek contractors and suppliers both nationally and locally.

10.3 Efficiency

10.3.1 The Contractor shall recommend efficiencies and investment initiatives to the Council which have the potential to deliver a return on the Council's investment, thus release savings to benefit and protect public services. The Contractor shall on annual basis, no later than the end of October of each contract year, develop and agree with the Authorised Officer an Efficiency Plan.

10.4 Initiatives and Added Value

10.4.1 The Contractor shall on an annual basis, no later than the end of February of each Contract Year, develop and submit to the Council a draft initiative and added value plan detailing:

- The scope of activities and means of delivery of the activities which the Contractor proposes will be undertaken during the forthcoming Contract Year in expending the Initiatives and Added Value Fund. Examples of Contractor's proposals for the Initiatives and Added Value Plan include, but are not limited to:
- Initiatives to assist residents back into employment
- Supporting local groups to enhance their local environment
- Rewards for socially responsible behaviour
- Proposals made by the Council; and
- The expected outcomes of these activities; and
- Timetable for the implementation of the activities.

10.4.2 The Council shall consider the draft initiatives and added value plan submitted in accordance with 10.4.1 above and shall, in its absolute discretion, either:

10.4.2.1 Approve the plan and the draft plan will become the Initiatives and Added Value Plan for the following Contract Year and the Contractor shall implement the plan in line with the proposed time table;

10.4.2.2 Reject the plan and propose suitable amendments to the plan and return to the Contractor for re-submission.

10.4.3 The Contractor shall take the lead role on proposals for the Plan and work proactively with the Council to implement all agreed initiatives. It is acknowledged that the Council may run some of the initiatives itself and costs of such initiative shall be met by the Initiatives and Added Value.

10.5 Interface with other Contractors and Council Services

10.5.1 The Contractor shall be required to liaise with the Council's other contractors to manage the interface between services, for example, but not limited to;

10.5.1.1 Highways Maintenance Services;

10.5.1.2 Waste Management Services; and

10.5.1.3 Street Lighting Contractor.

10.5.2 Areas for engagement shall include, but not be limited to;

10.5.2.1 the delivery of, and interface between, services

10.5.2.2 the Depot

10.5.2.3 co-operation on Health and Safety matters

10.5.3 The Contractor shall organise and attend formal meetings as necessary in order to co-ordinate the delivery of services.

10.6 Customer Care, Service Enquiries and Complaints Procedure

The Contractor shall liaise with the Council's Contact Centre which is based at the Council's headquarter location in **Central Swindon North Parish Council, Pinetrees Community Centre, Pinehurst, Swindon, SN2 1QR**

10.6.1 as applicable and shall ensure that all action taken is logged on the Council's system and that responses to enquiries and service requests are logged along with "before and after" photographic evidence where necessary.

10.6.2 The Contractors Helpdesk/IT system will act as a first point of contact for receiving service enquiries. Relevant enquiries, service requests, complaints and compliments necessitating action by the Contractor shall be logged.

10.6.3 The Contractor shall be responsible for the day-to-day management and resolution of requests for reactive service provision in relation to the Services provided, whether received via the Contractors Helpdesk or by other means. The Contractor shall provide Services that are highly responsive to Residents' needs whilst ensuring that pressures to react do not damage core capacity for planned work.

10.6.4 The Contractor shall work with the Council to provide consistent information to Residents regarding the Services.

10.6.5 The Contractor shall comply with the Council's complaints management procedure. The Contractor shall be proactive in dealing with enquiries, complaints, issue of public information and supervision, consistent with the Council's complaints procedure.

10.6.6 The Contractor shall record all enquiries, comments and complaints in relation the Services from Residents, the Council, other contractors working for the Council, Relevant Authorities or other parties who have an interest in the Services, through the Helpdesk unless the enquiry or complaint is received directly to the Contractor's in person (e.g. at the depot or whilst on site) or via letter, fax, email, social media, or other enquiry, in which case the Contractor shall log the enquiry.

10.6.7 The Contractor shall reduce the number of justified complaints received on an annual basis. The Contractor shall action complaints in accordance with the Council's current Complaints procedure.

10.6.8 The Contractor shall also report to the Council through the Monthly Report and Annual Report actions taken in response to complaints received by the Council about the services.

10.6.9 The Contractor shall immediately inform the Council of any incidents involving personal injury or damage to third party property and Highways, pathways etc. The Contractor shall brief the Council on the likelihood of any formal proceedings arising from any disputes or complaints.

10.6.10 The Contractor shall deal with any complaints or enquiries received via the Council in a prompt, courteous and efficient manner.

10.6.11 Any onsite verbal queries directly made to the Contractor should be dealt with proactively by the Contractor to act as a filtering system to reduce the number of formal complaints to the Council.

10.6.12 Where the Contractor or any of its employees become aware of any incident, accident or other matter which may give rise to a claim or legal proceedings in respect of the provision or failure to provide the Services, it shall notify the Council immediately in writing and shall be responsible for carrying out any investigation and dealing with the claim.

10.6.13 Where complaints are received regarding the conduct of the Contractor's employees, these shall be managed in accordance with the Contractor's disciplinary procedure.

10.6.14 The Contractor shall fully co-operate with and provide assistance and relevant information to the Council and to the Independent Local Government Ombudsman in relation to enquiries or investigations carried out by or on behalf of the ombudsman in matters of alleged maladministration or injustice or any other matters arising in connection with the provision of Services under this Contract.

10.6.15 The Contractor shall report via the Helpdesk system information regarding the efficacy of other Council services it becomes aware of (through its own observations and/or information from Residents) in the normal course of its operations including without limitation:

10.6.15.1 street lights which are not working, operational during daylight hours or damaged;

10.6.15.2 potholes in Highways or pavements;

10.6.15.3 abandoned vehicles;

10.6.15.4 spillages or windblown (e.g. newspapers) items following waste collections.

10.6.16 The Contractor shall ensure that the Services take due account of the needs of different groups of individuals, so that all groups are included for example, the elderly, persons with disabilities, and customers where English is not the first language.

SECTION 5 - GENERAL

11 General contract requirements

11.1 Vehicles and Equipment

- 11.1.1 The Contractor shall at all times provide, replace and maintain in proper repair and condition all vehicles and equipment necessary for the performance of the Services associated with this Contract.
- 11.1.2 Unless otherwise agreed all vehicles used in the performance of this Contract shall meet not less than Euro 6 emissions or equivalent.
- 11.1.3 All Vehicles and equipment shall remain fit for their intended purpose to the satisfaction of the Authorised Officer. The vehicles, mechanical plant and equipment shall be operated with the minimum of noise and minimum emission of dust and fumes.
- 11.1.4 Vehicles and equipment used in connection with the provision of the Services shall comply with relevant applicable construction and use regulations and be of a design which is entirely suitable for the provision of the Services. The Contractor shall ensure that adequate levels of reserve vehicles and equipment are available. Lack of suitable vehicles and equipment shall not be considered a reason for non-performance of the Services. As far as is reasonably practicable, all vehicles and equipment 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.
- 11.1.5 The Contractor shall be fully responsible for the licensing and payment of all licensing fees, taxes and insurance required in connection with or arising out of the possession or use of all vehicles, mechanical plant and equipment and parts used in the provision of the Services.
- 11.1.6 The Contractor shall provide for all fuelling of vehicles, mechanical plant, and equipment.
- 11.1.7 All vehicles shall be operated, regularly serviced and maintained in accordance with all the requirements of the Transport and Road Traffic Acts, and any other relevant legislation. The Authorised Officer can order an emission test on all or any of the vehicles used in the performance of the Contract. If the vehicle passes the test, the Council shall meet any costs incurred. Should the vehicle fail, then the vehicle shall not be used until it is re-tested, and the Contractor shall bear all costs of re-instatement of the vehicle, including the cost of the emission test.
- 11.1.8 Accurate up to date service, maintenance and repair records are to be kept by the Contractor for vehicles and equipment employed in the performance of the Services and the Contractor shall permit the Authorised Officer access to these records at all reasonable times.

- 11.1.9 The Contractor shall be responsible for the security of all vehicles and equipment and parts and the Council shall not be liable in the event of any loss thereof or damage thereto save that such loss or damage is caused by any deliberate or negligent act of the Council or any of its employees.
- 11.1.10 The Contractor shall at their own expense keep all vehicles, mechanical plant and Equipment used in the performance of the Services in safe, good, clean, and serviceable repair and condition in accordance (where applicable) with all road transport and health and safety legislation and in such condition and appearance as is commensurate with the proper performance of the Contract.
- 11.1.11 Any vehicle that, in the opinion of the Authorised Officer, is in such a condition to damage the image of the Council shall be cleaned, repaired, or repainted as necessary to the satisfaction of the Authorised Officer at the Contractor's own expense.
- 11.1.12 The Contractor shall provide and install suitable communications equipment within the cab of each vehicle deployed on the Services so that all employees are always in communication with the Contractor's office during working hours.
- 11.1.13 All road-going motorised vehicles shall be fitted with 'GPS'-based tracking devices so that the Contractor is able to determine routes followed and times at which vehicles were present on those routes. All GPS-based tracking systems shall conform to known industry best practice. The costs of supplying and fitting 'GPS'-based tracking systems to individual vehicles shall be borne by the Contractor as well as the cost of any upgrade. The Contractor shall ensure that the Council has full access to the tracking system data on a live basis for a minimum of two users. The Contractor shall make real time access available via the Council's website where appropriate.
- 11.1.14 The Contractor shall ensure that all vehicles and, where appropriate, mechanical plant display a livery to be agreed with the Authorised Officer that clearly illustrates both the Council's and the Contractor's identity. No advertising or other logos shall be permitted on Vehicles, or Equipment without the prior approval of the Council.
- 11.1.15 The Contractor shall give to the Authorised Officer all information concerning the location, condition, use and operation of all vehicles, and equipment which the Authorised Officer may reasonably require and shall permit the Authorised Officer reasonable access to all vehicles, and equipment employed in the provision of the Services and to inspect the same. The Authorised Officer shall be entitled to serve upon the Contractor a notice, in writing, requiring the Contractor to put any vehicles and equipment in to such condition as is required and the Contractor shall forthwith upon receipt of such notice, cause any necessary work to be carried out to comply with such work. In addition the Authorised Officer may serve the Contractor with a notice requiring the vehicle, mechanical plant and equipment to be removed from use in connection with the provision of the Services until such time as the notice has been complied with.
- 11.1.16 In the event of a breakdown, planned maintenance or an emergency that gives rise to the need to use another vehicle where the requirements detailed above cannot be met then the Contractor shall advise the Authorised Officer as soon as is practicably possible. The Authorised Officer shall need to be satisfied that every endeavour has been made to find the most suitable vehicle ensuring that its condition, livery and logos do not compromise the overall objective of the Council to have

a quality service. In operating vehicles and equipment, the Contractor shall ensure that all drivers and operatives:

- Take all reasonable and practicable steps to ensure that any vehicles and equipment are used in a careful, legal, and proper manner and for the purpose for which they are constructed, designed, and/or modified;
- Always drive safely, responsibly, and correctly in accordance with legislation, rules and regulations.
- Always observe speed limits
- Only reverse under guidance, apart from driver only vehicles.

11.1.17 Drivers and operators of Vehicles and Equipment are responsible for the safe operation and the use of the same.

11.1.18 Drivers and operators are to be trained and thoroughly competent in all aspects of the safe use and routine maintenance of vehicles, and equipment.

11.2 Materials

11.2.1 The Contractor shall provide as part of the contract requirement all materials and consumables necessary for the full execution of Services detailed in the specification. Where specific materials are identified in the specification the contractor shall provide these exactly as specified unless suitable alternatives are agreed with the Authorised Officer. No additional cost shall be accepted for any substitutes.

11.2.2 The Contractor shall replace, at their own cost and in a specified time as agreed with the Authorised Officer, any materials found to be defective by the Authorised Officer.

11.2.3 The Authorised Officer may ask the Contractor to provide samples of any material proposed for use in these Services or to inspect existing stocks to ensure that materials are acceptable.

11.3 Use of Chemicals

11.3.1 The Contractors shall comply with all relevant statutes and regulatory guidelines in the supply, use and storage of chemicals including any successor legislation.

11.3.2 All chemicals are to be approved by the Authorised Officer and shall be applied in strict accordance with manufacturer's instructions.

11.3.3 The Contractor shall notify the Authorised Officer of his intention to employ any chemical not less than seven days before its proposed application on site. The Contractor shall submit the name of the chemical, its supplier, a breakdown of its constituents, the Product Hazard Safety Data Sheet, the mode of action, recommended rate of application, and species susceptibility, for the Authorised Officer's consideration.

- 11.3.4 Any pesticides containing paraquat or neonicotinoid as the/an active ingredient shall **NOT** be approved by the Authorised Officer for use by the Contractor in the execution of work carried out on this Contract.
- 11.3.5 The Authorised Officer's approval to proceed with the use of any specific pesticide shall in no way relieve the Contractor of either his legal or contractual obligations and responsibilities.
- 11.3.6 The Council reserves the right to withdraw approval for any specific pesticide at any time. The Council accepts no liability for any loss by the Contractor should it prohibit the use of specific chemicals.
- 11.3.7 An acceptable period of notice must be given to any facility users before carrying out pesticide applications, especially where this would involve closure of the facility. The period of notice is to be agreed with the Authorised Officer.
- 11.3.8 On joint use sites permission shall only be given for the application of pesticides when the sites are unoccupied.
- 11.3.9 The Contractor shall be BASIS registered with the BAA / BASIS Advanced Contractor Certification Scheme, or equivalent, for the duration of the contract.
- 11.3.10 The Contractor shall ensure that at least one member of senior management working upon the contract holds the BASIS Certificate in Amenity Pest Management.
- 11.3.11 The Contractor shall ensure that all Operatives involved in herbicide application hold a Certificate of Competence for Pesticide Application (PA1 and PA6), higher PA2 and PA6W, and shall present proof to the Authorised Officer to this effect on request.
- 11.3.12 The Contractor shall supply appropriate protective clothing to all staff, ensure their use and that required safety precautions are observed.
- 11.3.13 The Contractor shall ensure that all chemicals are correctly stored and transported in compliance with the Control of Pesticides Regulations as follows:
- That any recognised storeman is in possession of a Storeman's Certificate of Competence.
 - All chemicals shall be securely locked within lockable containers.
 - Where pesticides are stored on the Council's premises, a copy of storage records shall be provided to the Authorised Officer at the end of each payment period and be available for inspection at all other times
 - All waste containers and chemicals are disposed of at licensed tips or incinerators in accordance with the Waste Regulations. The Authorised Officer shall be issued with names and addresses of disposal sites.
 - On no account shall chemicals be decanted from one container to another except when filling application tanks.
- 11.3.14 The Contractor shall update the Authorised Officer daily as to the progress of all works employing pesticides. Pesticide application details shall be recorded upon a form produced by the Contractor,

to a format approved by the Authorised Officer. This should include a record of all sites treated, site conditions, pesticides used, and in the dates on which application took place. Such records shall be in addition to any which the Contractor is required to keep under relevant legislation. A copy of these records and a summary shall be provided to the Authorised Officer monthly and be available for inspection at all other times.

- 11.3.15 All machinery used in the application of herbicides shall be properly maintained and spray equipment shall be fitted with an effective guard to prevent drift onto neighbouring areas or plants, a pressure regulating device and an approved spray nozzle. The Contractor shall make good, at his own expense any damage caused by drift or excess.
- 11.3.16 Application of herbicides and pesticides shall only be carried out under suitable weather conditions in order to avoid spray drift and achieve the most effective results.
- 11.3.17 The Contractor shall ensure that the method of application in no way leads to the pollution of any watercourse or water supply.
- 11.3.18 When using pesticides, the Contractor shall have due regard, implicit in current legislation, for the environment, facility users, wildlife, animals and the facility itself.
- 11.3.19 The Contractor shall ensure that the method of application is carried out in such a manner as to cause no damage or injury to any desirable plant, animal, machine or item of equipment. Any such damage shall be made good at the Contractor's expense. When mixing chemicals, the Contractor shall ensure that no spillages occur causing damage to vegetation, surfaces, plants or equipment, any such damage shall be held to be the Contractor's responsibility.
- 11.3.20 No pesticide application shall take place within the area of, or immediately adjoining a children's playground when any people are in the vicinity.
- 11.3.21 The Contractor shall ensure that application rates are in accordance with manufacturer's recommendations, and that the total area specified is treated.
- 11.3.22 When applying pesticides, the Contractor's operatives shall carry a copy of the product label or Safety Data Sheet
- 11.3.23 The Contractor shall be held responsible for any claims for compensation arising from his actions or omissions and indemnifies the Council against any such claims.
- 11.3.24 To reduce the risk of herbicide resistance, herbicides with differing modes of action should be rotated and if possible, used in combination with non-chemical control.
- 11.3.25 The contractor shall be aware of possible changes to the pesticide legislation and to the possibility of Glyphosate having its licence withdrawn or amended for use. The Contractor shall propose suitable alternative and costed methods within the overall contract cost for the Council's Authorised Officer to accept or reject.

11.4 Disposal of Waste

11.4.1 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 appertaining to this registration.

11.4.2 The Contractor shall transport and drop off waste arisings to include, but not limited to, street sweepings, Litter, grounds maintenance arisings, refuse and bulky waste at the Council's nominated waste disposal sites which are currently as follows: -

| Waste type | Company | Address | Opening Hours |
|---|--|---|---|
| Residual Recycling Bulks Specialist (such as asbestos) | Swindon Borough council | Waterside Park Darby Cl, Swindon SN2 2PN | <ul style="list-style-type: none"> Monday to Friday: 08:00 to 18:00 Saturdays, Sundays and Bank Holidays: 08:00 to 13:00 Exception: - Saturday following a bank holiday 08:00 to 17:00 |
| Green Waste | Swindon Borough council | Waterside Park Darby Cl, Swindon SN2 2PN | <ul style="list-style-type: none"> Monday to Friday: 08:00 to 16:00 Saturday: 08:00-13:00 Sunday closed |
| Timber and chippings from Woodland and Arboriculture Services | Swindon Borough council | Waterside Park Darby Cl, Swindon SN2 2PN | Normal Working Hours |
| Sharps Clinical Waste Controlled waste | Disposal of shall be at the Contractor's own cost and arrangement and in accordance with the relevant Waste Regulations and Standards. | | |

| | |
|--------------|---|
| Dead Animals | Identification and return to owner shall be attempted, using scanning identification equipment. Disposal of shall be at the Contractor's own cost and arrangement and in accordance with the relevant Waste Regulations and Standards. |
|--------------|---|

- 11.4.3 At the commencement of the Contract the Contractor shall provide a list of vehicle details to the Council's Waste Management Contractor, to include make model and registration number in order to access the Council's nominated disposal points. The Contractor shall ensure that the Council's Waste Management Contractor is informed of amendments to the list as soon as the details become known and in advance, with a minimum of one (1) hours' notice, of vehicles attempting to enter the disposal point.
- 11.4.4 All green waste (including leaves) collected in the delivery of this Contract shall be composted at the Contractor's own facility or transported for recycling / composting to the Council's nominated disposal point. Should any green waste be rejected as contaminated, it shall be the Contractor's responsibility to dispose of the rejected materials at their own cost.
- 11.4.5 The Contractor is required, where practicable and where the Authorised Officer requires, to segregate, transport and dispose separately all collected recyclable materials to the Council's nominated disposal point.
- 11.4.6 The Council's Nominated Disposal Point shall be opened for overnight deep cleansing. The Contractor shall deliver the Services in agreement with the Authorised Officer to minimise the number of out of hours this facility is required to be open, thus reducing Cost to the Council.
- 11.4.7 Sharps shall be disposed of at the Contractor's own cost and in accordance with the relevant Waste Regulations and Standards.
- 11.4.8 Dead animals shall be disposed of at the Contractor's own cost and in accordance with the relevant Waste Regulations and Standards.
- 11.4.9 Arisings shall not be disposed by burning on site.
- 11.4.10 Controlled waste, such as Japanese Knotweed, is to be disposed of in accordance with the relevant Acts of Parliament and the up to date guidance notes from the relevant government department.
- 11.4.11 All collected Litter and refuse shall be transport for disposal to the Council's nominated disposal point at the end of each day and in the meantime shall be stored to avoid windblown Litter, and hazards to pedestrians and road users.
- 11.4.12 The Contractor shall be required as part of the service to remove shopping trolleys abandoned on public open space either at the specific request of the Authorised Officer or on a regular basis in conjunction with other Contract works.

11.4.13 The Contractor shall be required to store such trolleys at the Depot and release them to supermarket personnel only upon authority from the Authorised Officer.

11.4.14 The Contractor shall be required to dispose of unclaimed trolleys after six (6) weeks, together with other metal goods, for Recycling at their own cost. The cost of collecting and disposing of supermarket trolleys is to be included within the Contract Price. No additional payment shall be made.

11.5 Water Usage

11.5.1 Where water is transported from another site or taken from the general supply by a hydrant, the Contractor must consult the relevant Water Authority to obtain the necessary permission for the water supply and pay any charges due.

11.5.2 The introduction of any mandatory water restrictions that prevent irrigation operations and adversely affect maintenance standards shall not be subject to default(s).

11.5.3 Water required for the works described in the specification is not always available on the site for use by the Contractor. The Contractor shall make all arrangements for the supply of water for watering plant material at planting. All such arrangements must conform to all Water Authority and Environment Agency regulations.

11.5.4 All water provided for watering plants shall be free from contamination which may be injurious to plants. The Contractor shall make good any damage caused by contaminated water at their own expense.

11.5.5 Sweepers must be drained, and water discharged at appropriate discharge point(s) which should be identified by the Contractor prior to tipping. Copies of relevant consents or permits should be provided to the Authorised Officer six (6) weeks prior to the Contract Commencement.

11.6 Access to and Use of Sites

11.6.1 The Contractor shall gain access to sites as indicated on site plans or as instructed by the Authorised Officer. Any deviation from these instructions shall require approval of the Authorised Officer.

11.6.2 Where the Contractor, or staff employed by him, is entering any manned facility, before commencing work they shall report their presence on site either to the Officer in Charge, Administrative Officer, or other nominated Authority employee.

11.6.3 The Contractor shall avoid, where possible, vehicle encroachment on the grass or other areas except where necessary for effective performance of the contract and in any event the Contractor shall not encroach into such areas during excessively wet ground conditions, unless previously agreed with the Authorised Officer. Where such encroachment is deemed necessary, protective boards should be used to protect the ground.

11.6.4 Damage caused to any area by the Contractor's vehicle(s) or plant shall be made good at the Contractor's expense and in a time as agreed with the Authorised Officer.

- 11.6.5 The Contractor shall not use any site for any purpose other than carrying out the Services and shall obtain the consent of the Authorised Officer for the storage of materials and equipment.
- 11.6.6 The Contractor shall restrict their activities to the site boundaries as laid down on the site Plans, unless otherwise instructed by the Authorised Officer, and must in no way inconvenience the public, or other authorised users of the site.
- 11.6.7 The Contractor shall not display advertisements or permit the display of advertisements without the Council of the Authorised Officer.

11.7 Traffic Management and Permitting

- 11.7.1 The Contractor shall comply with and administer at their cost the requirements of the New Roads and Street Works Act 1991 and the Traffic Management Act 2004 (“the Traffic Management Legislation”), including the issue of all required notices and obtaining the relevant permits in accordance with the Council’s street works permits scheme for all relevant works impacting on the Public Highway.
- 11.7.2 The Contractor shall assist the Council to meet the obligations placed on it under the Traffic Management Act 2004. The Council shall maintain the defined roles of ‘traffic manager’ and ‘local traffic authority’.
- 11.7.3 In providing the Services, the Contractor shall minimise the impact of traffic congestion (including, but not necessarily limited, to out of hours or off peak working in Locations where congestion traffic is an issue) and take into consideration safe pedestrian and cyclist access.
- 11.7.4 Traffic management requirements for all works will be the total responsibility of the Contractor in accordance with the Council’s normal requirements for works on Highways. The Contractor is responsible for all costs associated with all traffic management required in delivering the Services, which includes all contractual works associated with the A41.
- 11.7.5 The Council’s fee for permitting shall be waived for the purposes of the Services, and the Contractor is responsible for all administrative costs.

11.8 Depots

- 11.8.1 Use of any Depots supplied by the Council shall be in accordance with the lease supplied.
- 11.8.2 To promote local economic development, the Contractor shall deliver reduced emissions and improve air quality. Any other Depot used by the Contractor to deliver the Services shall be located within the Administrative Area.
- 11.8.3 All health and safety and property requirements for managing the Contractor’s allocated Depot space shall be the responsibility of the Contractor and the Contractor shall co-operate with the other Depot occupants at all times.

11.8.4 The Contractor shall be responsible for the costs of utilities, ICT, communications and rates at any Depot together with appropriate contents insurance. The fabric of the building will be insured by the Council.

11.8.5 The Contractor shall ensure that a senior contract level representative can be contacted 24/7 to respond to any emergencies pertaining to all Depots leased to the Contractor.

11.9 Damage to Property

11.9.1 The Contractor shall be responsible for reporting (on IT system) and making good, repairing, or replacing any property belonging to the Council or other third party which has been damaged by the Contractor by act or omission during the execution of this contract. This shall be done entirely at the Contractor's own expense.

11.9.2 The Contractor shall endeavour not to damage or cause to be damaged any trees, shrubs, hedges, grass or other landscape features. Should any damage occur to any tree, shrub, hedge, or other landscape feature the Contractor shall:

- in the case of minor superficial damage arrange for any necessary surgery to be carried out by an approved specialist;
- In the case of damage resulting in the death or serious disfigurement of the tree, shrub, hedge or other landscape feature it shall be removed and replaced as the Authorised Officer may direct. As a general principle, replacement of shrubs or hedging shall be of sufficient numbers to give the same density of cover as previously existed. Replacement of each immature tree (to be defined here as a tree of a size that can be replaced like for like) shall be at the maximum rate of one advanced nursery stock for each tree lost.
- In the case of mature trees (defined as where it is not possible to replace the lost tree like for like due to the inability to transplant a tree of equivalent size) an evaluation of the tree shall be made using the **Capital Asset Value for Amenity Trees (CAVAT)** tree valuation system. The Contractor shall be obliged to carry out local reparations up to the monetary value of the lost tree.

11.9.3 The Contractor shall at their own expense repair or replace on a like for like basis, any damage to fixtures and fittings on site that have been damaged by the Contractor.

11.9.4 The Contractor shall not interfere with the operation of existing services such as gas, water, electricity, telephones, buried cables or sewers, drains and roadside ditches without the permission of the Authorised Officer or private owner as appropriate. The Contractor shall inform the relevant body where the Services may involve encroachment, disconnection, or hazard to these services.

11.9.5 The Contractor shall take adequate measures for the protection of all pipes, ducts, sewers, service mains, overhead cables and the like during the execution of the Services. If damage is caused to such services, the Contractor shall inform the appropriate body within a reasonable period. The Contractor shall bear the subsequent cost of making good such damage.

11.9.6 It is the Contractor's responsibility to establish the presence of, and consequences from the presence of, all services on site when carrying out work in accordance with the Contract. The Authorised Officer may assist in this at his discretion.

11.10 Defective Work

11.10.1 The Contractor shall be responsible for making good, repairing, or replacing all defective, incomplete, or unsatisfactory work within a reasonable period as determined by the Authorised Officer. This shall be done entirely at the Contractor's expense.

11.10.2 Should the Council, or the Council's customers, suffer additional damages because of such defective work; the Contractor shall be liable to compensate the Council for such consequential damage.

11.11 Vandalism

11.11.1 The Contractor's staff or approved sub-contractor shall remain alert to the results of any act of vandalism within the contract area. This shall include damage to plants, trees, horticultural features and any buildings or structures on the site not necessarily the responsibility of the Contractor. Details of any vandalism must be reported to the Authorised Officer at the earliest possible opportunity.

11.12 Events

11.12.1 In pursuance of the Council's policy to create recreational opportunity for facility users, groups and individuals, special events are held throughout the year.

11.12.2 These vary in scale, length of time and the amount of preparatory work required staging such events.

11.12.3 The Authorised Officer shall give the Contractor 28 Working Days' notice of events requiring preparatory work. All Services shall be carried out in accordance with the instructions and specifications supplied by the Authorised Officer.

11.12.4 The Council may request that the Contractor's Programmed Core Services is rescheduled to co-ordinate with programmed events.

11.12.5 The Contractor shall be required to attend site meetings relating to any event with the Authorised Officer or his representative.

11.12.6 The Contractor may be instructed to carry out any preparatory groundwork to the event and dismantle and make good after the event as specified by the Authorised Officer.

11.12.7 The Contractor shall ensure that resources are not diverted from the Core Services programme or schedule, unless specifically agreed with the Authorised Officer.

11.12.8 The Contractor shall ensure that adequate resources exist to deal with the workload brought about by additional service required for events and these may include:

- a change in the usual frequency of grass cutting
- additional marking out or preparation of sports pitches
- erection of boundary fencing and signs
- additional irrigation
- additional Litter picking and cleansing duties
- supply and connection of services
- unforeseen or emergency services.

11.12.9 Any works undertaken over and above the programme of Core Services shall be chargeable at the appropriate price, calculated in accordance with the Additional Services rates and prices.

11.13 Branding and Promotional Material

11.13.1 The Contractor shall agree with the Council and implement a system of logos, livery and uniforms for all vehicles (excluding temporary vehicles, plant or equipment engaged in the provision of the Services for less than ten (10) Working Days), plant, equipment, protective clothing, used in delivering the Services which is consistent with the approved corporate style and identity of the Council and places at least equal weight on the identity of the Council to that of the Contractor and shall promote the Council's website, and social media site(s).

11.13.2 All written communications, visual images and publicity material issued by the Contractor in relation to the delivery of Services shall have due regard to the approved corporate style and identity of the Council and promote the Council's website, social media site(s) and Contact Centre number.

11.13.3 No material shall be published without the prior written consent of the Council.

11.13.4 Any signs or notices erected and or used for the Services shall be of a suitably durable material incorporating recycled materials where available, shall reflect the approved corporate identity of the Council and the joint operation of services with the Contractor and shall be agreed with the Council.

11.13.5 Any signs to be erected within the Highway boundary shall be designed in accordance with the Department for Transport's (DfT) "Traffic Signs Manual" (or other relevant Guidance issued by any governmental department) and erected in accordance with the requirements of the Council (in its capacity as Highway Authority).

11.14 Website / Social Media Site

11.14.1 The Contractor shall provide information to the Council for the Council's website or other communication methods (for example social media), as directed by the Authorised Officer, including the following information:

- 11.14.1.1 general information about the Services;
- 11.14.1.2 The Contractor's programme of work by way of a link to the Contractor's website which can be inserted on the Council's website. The format of the programme shall be agreed with the Council. As a minimum, the information shall be an accurate and up to date programme of scheduled maintenance visits to all sites and Locations. This shall be in a format to be agreed by the Council and as a minimum shall include a list of the services, when work has and is scheduled to be undertaken with the facility for web users to search by service and street.
- 11.14.1.3 any employment opportunities;
- 11.14.1.4 services available to local businesses, including Grounds Maintenance and cleansing services and supplier requirements (if relevant);
- 11.14.1.5 links to other relevant websites; and
- 11.14.1.6 information about Service failures or temporary suspensions to Services with action that is being taken and timescales in order to resume Services.

11.14.2 The Contractor shall also provide and maintain its own website and appropriate social media sites (as agreed with the Authorised Officer) including the information described above.

11.15 Information Management System

- 11.15.1 The Contractor shall manage and maintain the Helpdesk IT system for the Contract and shall provide the Council with access to the system if they require. The Contractor shall at their own expense purchase the adequate number of software licenses to routinely update the system in real time.
- 11.15.2 All service requests received by the general public should be logged on the Contractors IT system via the Contractors Helpdesk and all Contractor responses to service enquiries and requests shall be logged by the Contractor against the relevant job. The Contractor shall provide clear information on the system of action taken.
- 11.15.3 The Contractor shall undertake self-monitoring using handheld mobile devices. The Contractor shall supply and use these mobile devices to input all inspection data for sites, assets and response to service requests and enquiries. The Contractor shall ensure that these devices remain compatible and connected to the Council's system and are upgraded when necessary.
- 11.15.4 All data shall be updated and maintained by the relevant Contractor. The data and all system records shall be the exclusive property of the Council pertaining to this contract.

11.16 Management Systems

- 11.16.1 The Contractor shall (and shall procure that Sub-Contractors shall) obtain and maintain recognised accredited health, safety, environmental and quality management systems (such as ISO 9001, 14001, 18001 or similar).
- 11.16.2 All Services shall be undertaken in accordance with the requirements of the relevant management system,
- 11.16.3 When required by the Council the Contractor shall allow access for inspection by the Council's Representative to those parts of management system documentation and records concerned with the Contract.
- 11.16.4 The Contractor shall ensure that the unavoidable impact of any Services upon the environment, in pursuance of its obligations under the Contract, is adequately and sufficiently considered, minimised, supervised, controlled and monitored in accordance with all relevant Legislation.
- 11.16.5 The Contractor shall support the Council in meeting its statutory environmental obligations.
- 11.16.6 The Contractor shall use working methods, equipment, materials and consumables which minimise environmental damage and comply with the Council's environmental policies.

11.17 Health, Safety and Welfare

- 11.17.1 The Contractor shall comply with the Council's health and safety policies as amended and notified to the Contractor from time to time.
- 11.17.2 The Contractor shall report to the Council's Authorised Officer as soon as practicable, and in any event:
- 11.17.2.1 Within 1 (one) hour of an accident involving a member of the public (provided always that when such a near miss is reported by a Resident the Contractor must submit evidence to the Council within 2 (two) hours of reporting the incident);
 - 11.17.2.2 Within 2 (two) hours of an incident where the Contractor identifies a near miss involving a Resident (providing supporting evidence to the Council as appropriate);
 - 11.17.2.3 within 1 (one) Business Day from the time of any other relevant accident which falls within the RIDDOR being reportable to the HSE; and/or
 - 11.17.2.4 Within 1 (one) Business Day, details of any claims, complaints or reports received by the Contractor from Residents, related to health, safety and/or welfare, providing supporting evidence as the Council may reasonably require assessing the claim, complaint or report.
- 11.17.3 The Contractor shall report regularly to the Council during programmed meetings its actual health and safety performance in the delivery of the Services.

11.17.4 The Contractor shall at all times retain a person responsible for the health and safety matters as required by the Health and Safety at Work Act (1974) and notify full details of such person to the Authorised Officer.

11.17.5 The Contractor shall maintain health and safety training records for its employees. These records are to be open for inspection by the Council within 5 (five) Business Days of a written request.

11.17.6 Whilst on premises owned or occupied by the Council the Contractor shall require its employees, licensees and visitors to comply with health and safety and environmental policies and procedures of that premises.

11.17.7 The Contractor shall not specify, approve or use any products or materials which are generally known to be deleterious to health at the time of use, in the particular circumstances in which they are used, or those identified as potentially hazardous in or not in conformity with:

11.17.8 If in providing the service, the Contractor becomes aware that he or any other person has specified or used or authorised or approved the specification or use by others of, any such products or materials; the Contractor shall notify the Council in writing immediately. For the avoidance of doubt, this does not create any additional duty for the Contractor to inspect or check the services of others, other than specified within the contract.

11.18 Risk Management

11.18.1 The Contractor shall, without prejudice to the risk allocation defined by the terms of this Contract, carry out, monitor and maintain a risk management plan to identify;

11.18.1.1 potential risks relating to the carrying out of the Services during the first year of the Services Period (and thereafter for each Contract Year) the occurrence of which are capable of adversely affecting the time for completion, cost or quality of the service during the relevant Contract Year;

11.18.1.2 the likelihood of these risks occurring; and

11.18.1.3 the impact of each risk occurring.

11.18.2 The results of this initial risk assessment shall be included in a risk register produced by the Contractor prior to the Services Commencement Date.

11.18.3 Monthly Reports shall include an ongoing review and update of this risk register including the following:

11.18.3.1 any new risks that have arisen since the date of the last review;

11.18.3.2 the steps taken to prevent / mitigate previously identified risks;

11.18.3.3 risks which have been successfully prevented / mitigated (which can be removed from the Risk Register); and

11.18.3.4 the prioritisation of all continuing risks and agreement of an action plan in respect of, and risk owners for, all risks prioritised as serious risks.

SCHEDULE 1 GLOSSARY

Glossary of Terms

Unless the context otherwise requires the following terms shall have the meanings given to them below:

| Term | Definition |
|------------------------------|--|
| Annual Plan | means the plan prepared and submitted by the Contractor to the Council annually; |
| Bio Security | Procedures or measures designed to protect trees against harmful biological or biochemical substances |
| Chemical | Means either pesticide, herbicide, fungicide |
| Detritus | Means grains of dust, sand, grit, soil and stone, all with no upper size limit, vomit, bodily fluids, mud, grass clippings, bark mulch, decomposed leaf mulch etc. which are deposited, discarded or come to rest on all hard surfaces |
| Fly Posting | Unauthorised poster, sticker, banner and placard |
| Fly Tip | Discarded sacks of refuse or other material whether burst or not, household furniture and effects including white goods, aggregates and refuse discarded by members of the public. |
| Graffiti | Unauthorised markings using paint, marker pen, crayon or chalk |
| Herbicide Application | A herbicide or fungicide substance used to destroy or inhibit the growth of weeds, moss, fungicide and algae |
| Highway | (But without prejudice to the generality thereof) the carriageway, adjoining footpaths, roundabouts, service roads, access roads, cycle ways, drainage channels, gullies, public owned highways, paths, walkways, centre islands, "Keep Left" islands, paved areas and verges; car parks which are not public owned highways |
| Leaf, Blossom and Fruit Fall | The natural deposits derived from the annual life cycle of trees which fall to the ground as loose leaves, twigs, branches, blossom and fruit. |
| Litter | Materials, that are improperly discarded and left by members of the public or are spilt during business operations as well as waste management operations. This shall include discarded sacks of refuse or other material whether burst or not, household furniture and effects aggregates, refuse, animal faeces, sharps etc. where the volume of these items is less than one square metre |
| Litter Bin | A bin or receptacle for the deposit of Litter and dog waste shall include public receptacles provided by the Council for the disposal of animal waste, cigarette ash, and recyclable materials |
| Locations | Any land, building, premises or highway at which the Service is to be provided |
| Materials | All materials, chemicals, minerals, substances, and all other things used or necessary in order to provide the Services other than items of Equipment and Plant |
| MEWP | Mechanical elevated working platform |
| Parks | Parks are defined as the following sites |

| Term | Definition |
|---------------------|--|
| Play Area | An area designated for play by children from the ages of 0-18. Such sites shall be equipped with a range of equipment and natural features including, |
| Residents | people living within the boundaries of the Council's area; |
| Relevant Land | The areas of land on which the Contractor is to carry out the Services as set out in the [Specification]; Classified as all Council owned public open space and land identified for the delivery of Services as agreed by the Authorised Officer. |
| Risk Assessment | An assessment prepared by the Contractor detailing the risks involved in carrying out a Task and which shall conform to all applying Health, Safety and Welfare regulations and safe working guidance and Good Industry Practice |
| Task | One particular type or item of work as may be specified in the Specification |
| Vehicle or Vehicles | The Vehicle(s) that the Contractor shall use in the performance of the Services |
| Waste | All refuse and waste which the Contractor is required to collect and deliver to their disposal points in accordance with the Specification |
| Water Authority | xxxxx or Environment Agency |
| Weed | Any plant growing 'out of context', e.g. broadleaf weed in grass, plant species not deliberately established or specifically encouraged to grow in a shrub border or woodland .This shall include annuals or perennials, with or without secondary thickening, including woody plants and non-vascular plants such as mosses, Algae's and Liverworts shall be deemed a 'weed' for the purposes of this Contract. For the avoidance of doubt the Authorised Officer shall determine in his absolute discretion what a "Weed" is |