

RAYLEIGH TOWN COUNCIL

Introduction

The Town Council is seeking to enter a contract for the provision of ground maintenance as detailed in the outline of works required for the following sites:

King George V Playing Field, Woodland Trust Land, Allotment Sites at Grove Road, Kenilworth Gardens, Lower Wyburns and Swayne Park, Bus Shelters and Market Area

The Town Council may adopt or manage additional parcels of land or equipment during this contract. The successful tenderer may bid for the additional work as an extension to this contract, but the Council reserves the right to advertise the work as a separate job.

The Service and works

The service and works required are outlined in the specification. The Contractor must provide details of how each service will be delivered and the level of security that will be provided.

The Contractor is requested to submit a quotation for providing all of the services; together with an individual breakdown for each of these elements as the Council reserves the right to award the contract either as a whole or in individual elements dependant on which option(s) best support the needs of the Council.

The Contractor is requested to provide a quotation for a three-year period with the option of a 1-year extension. The contract commencement date is to be April 1st, 2022.

All materials and consumables will be provided by the contractor. Where it is not possible to use a specified material, the contractor will be required to obtain written approval from the Town Council.

Performance Monitoring

The service will be provided in accordance with the specification and also in accordance with the terms and conditions.

The contractor must demonstrate an effective monitoring system that will provide objective evidence that work has been completed to specification. Failure to provide such evidence may be taken as non-compliance to contract and will result in default or improvement notices being issued to the contractor. Unless an effective corrective action plan is received, payment for the unsatisfactory work will be withheld until the problem is resolved.

The Contractor must provide monthly evidence of the level of service being provided as specified above.

The Contractor must provide annual evidence of the relevant insurance cover.

The Contractor must provide annual evidence of its Health and Safety Policy and Procedures together with risk assessments to ensure workplace health and safety practices are identified and associated risks eliminated or controlled.

The Contractor must provide annual evidence of its Equality and Diversity Policy and Procedures together with risk assessments to ensure workplace discrimination practices are identified and associated risks eliminated or controlled.

Tender Evaluation Process

All tenders will be subject to a tender evaluation process to objectively compare each bid against a scoring matrix consisting of criteria as set out below. .

The Contractor must also provide a method statement to evidence the manner in which the service will be provided.

The Contractor must provide a quotation as outlined in 2 above.

Scoring Matrix

Item No.	Evaluation Criteria	Points	Score
1.	Cost of Service. The highest number of points will be awarded to the bid, which represents the best value for money.	60	
2.	Service Provision. The highest number of points will be given to the bid which best supports the needs of the Council.	40	
	Total	100	

The company that achieves the highest score will be awarded the contract.

The Council reserves the right to undertake further discussions with any Contractor in order to clarify the details of the submissions.

The Council reserves the right to award the contract either as a whole or in individual elements dependent upon which option(s) best support the needs of the Council.

Response Requirements

Any questions regarding the tender should be submitted via e-mail to the Town Clerk at locum@rayleightowncouncil.gov.uk to be returned in a sealed envelope by hand or postal delivery no later than 5 p.m. on 1st February 2022 and addressed to the Town Clerk.

All information sought by Contractors will be circulated to all tenderers unless the question is specific to a particular contractor.

Tenderers should ensure that they sign and return with their Tender the Certificate for Bona Fide Tender and Canvassing Certificate.

Specification

General

This Specification sets out the requirements of the Town Council about the management and maintenance of King George V Playing Field, Woodland Trust Land, Allotment Sites at Grove Road, Kenilworth Gardens, Lower Wyburns and Swayne Park, Bus Shelters and Market Area.

Where referred to in this contract Rayleigh Town Council acts on behalf of the King George V Trust (reg. charity No. 293583) for any matters that relate to the KGV field.

The Contractor is under a general obligation to maintain the sites in a clean tidy and safe condition as set out in detail elsewhere and herein.

Working Hours

The contractor will only carry out work during the working day between 07.30 and 16:00, Monday to Saturday (excluding public holidays) except where other times are specified for particular operations. Work outside these times can only be undertaken with the prior permission of the Council. No additional payment will be made for work completed outside the normal working day.

Inclement Weather

In very wet conditions, all operations involving grass cutting shall cease until conditions allow operations to continue without damaging the ground surface

If inclement weather prevents the contractor from mowing, the grass cutting shall resume as soon as the conditions become suitable again. The contractor will be expected to provide sufficient labour and machinery to catch up where time is lost through bad weather.

Work Schedule

The contractor will supply an annual work schedule outlining the expected times of maintenance and inspection visits.

Inspections

The Contractor shall ensure that tall trees, shrubs, hedges, furniture, footpaths, fences, gates, drains, grass and other items within the open spaces are regularly inspected for overgrowth, damage, litter, leaks, vandalism, graffiti and to check whether they are in a generally satisfactory condition. Problems will be reported by the next working day.

The Contractor shall ensure that all locations are kept in a clean, tidy, and safe condition. The Contractor shall remove any litter debris and other deleterious matter from the site. Graffiti shall be removed immediately using a cleansing agent.

The Contractor shall immediately carry out remedial works to make safe or prevent or prohibit public access to any damage or defect discovered which could cause damage to any person or property.

The Contractor will submit weekly work sheets reporting on the work done and any problems encountered.

This contract defines all aspects of grounds maintenance services that are required by Rayleigh Town Council

When submitting tenders for the work the contractors are required to specify a unit cost for each of sections 2 – 11.

Public Liability

The contractor is required to provide Rayleigh Town Council with evidence of Public Liability Insurance cover of at least £10,000,000 prior to commencing any works.

Contract Period

The works included within this contract will run for a three-year period from 1st April 2022 to 31st March 2025. The effectiveness and relevance of the will be reviewed annually.

Variation to the Contract

Rayleigh Town Council reserves the right to vary this contract in consultation with the contractor.

Staff

The contractor is responsible for adhering to all legal requirements in relation to new and existing staff. The contractor will also ensure that staff receive the correct training to enable them to meet Rayleigh Town Council's requirements.

The Contractor will provide a member of staff to work from 7.00am to 5.00pm, 7 days a week to perform all duties described in the contract. Suitable cover will be maintained at all times for sickness and holidays. The only days of the year that full staff cover is not required are Christmas Day, Boxing Day and New Year's Day when staff will be expected to lock/unlock the gates of the KGV field and to deal with any emergency issues only. Staff will notify the Town Council office if they are to leave site during the working day

The Contractor will be required to provide suitable transport and equipment to allow staff to work at other sites in Rayleigh that are managed by the Town Council.

Staff will report daily to Council staff and will receive directions on work to be undertaken other than the routine. Staff management will be conducted by the Contractor.

Contract staff shall wear clearly recognisable uniforms or carry identity cards.

Contract staff must be fully experienced and suitably qualified in all aspects of grounds maintenance. It is the responsibility of the Contractor to ensure that all staff employed have the necessary DBS clearance certification.

Contract staff must at all times be in possession of an operating mobile phone the number of which to be made available to Rayleigh Town Council.

Contract staff shall immediately report any issues to the Council or to the police as appropriate regarding anti-social behaviour, criminal activity or matters concerning health and safety.

Meetings with Contractor

The Contractor will meet with the Town Council on a regular basis to discuss all matters relating to the contract.

Premises

Staff will be based and will work primarily at the King George V Playing Field. Work at other sites is most likely to be undertaken during the autumn/winter seasons when there is less work available on the KGV Playing Field but is not restricted to this time of year. All work will be conducted during the contract staff's normal working hours. The contractor may be required to ensure that staff have suitable transport and equipment to work at all sites that are managed by the Council. Further sites may be added if the Council increases its responsibilities and will become part of this contract.

PESTICIDES

Usage:

Pesticides shall only be used with the approval of Rayleigh Town Council and in accordance with the procedures detailed hereunder. The contractor must use pesticides that are approved by recognised bodies such as the Soil Association and must provide details to Rayleigh Town Council prior to use.

Materials

The make and/or type of chemical may be changed as required to alleviate the possibility of chemical build-up, or when necessary to meet changes in legislation.

All pesticides used shall follow the guidelines issued by Department of Environment, Food, and Rural Affairs (DEFRA)

The Contractor shall notify Rayleigh Town Council of the amount of pesticides used and the application rates and shall complete, on every spraying, a chemical usage record sheet, which will be retained by the Contractor for the duration of the Contract period. Upon conclusion of the contract a copy will be supplied to Rayleigh Town Council.

Control of Substances Hazardous to Health (COSHH):

All methods of application, materials, tank mixes, methods of working and storage shall be in accordance with COSHH Regulation 1988 And Safe Use of Pesticides Act 1988

Training of Staff:

All operatives engaged in undertaking the application of any pesticides as defined within the terms of the Acts will be in excess of 18 years of age and will hold a certificate of competence from a body recognised by DEFRA under the terms of the Acts. Prior to commencement of the Contract, the Contractor will present to Rayleigh Town Council proof that the employees to be engaged on such work are suitably qualified.

The Contractor will provide staff with all protective clothing applicable to the materials being applied at any one time and will give his/her staff access to such washing and cleaning facilities as required. The Contractor will ensure that his/her staff whilst engaged in the application of pesticides, wear such protective clothing as is required and that they observe all safety precautions as laid down by the Health and Safety Executive. (COSHH1988)

Storage of Materials:

The Contractor will ensure that all materials are properly stored and transported, providing a secure store as required under the Act. Should such a store hold at any time in excess of 200 litres of liquid material, 200 Kg. of dry material, or any combination of liquid and dry material in excess of 200 units, for use in the execution of the contract or any works, the store will comply with the requirements of the Act, and the storekeeper will hold a BASIS certificate approved by DEFRA. Details of the registration of the store and the storekeeper shall be provided to Rayleigh Town Council prior to the commencement of the contract.

Provision and Use at Work Equipment Regulations 1992:

The Contractor will be advised that under the Provision and Use at Work Regulations 1992, all plant used in the application of pesticides will have to have been considered for its safety by the manufacturer. The purchases/uses of the equipment must then ensure that it is used, maintained and operated to the standards expected by the manufacturers.

The Contractor shall note that all equipment to be used will have to comply to a European Standard which will be called a CE Mark, which in most cases will be equivalent to the British Standard.

Method of Working:

The Contractor will ensure that the method of application and the undertaking of such works proceed in such a manner as to cause no damage or injury to any desirable plant, animal, machine or item of equipment. Any such damage will be the responsibility of the

Contractor and he/she will be required to make good any damage and will be responsible for any claims for compensation arising from actions or omissions.

In carrying out the mixing of chemicals, the Contractor will ensure that no spillage of chemical takes place, so that no damage results to vegetation surfaces, plants or equipment. Any such damage will similarly be held the responsibility of the Contractor.

Inclement Weather:

The timing of works will be such that no spraying takes place during inclement weather, or when rainfall is expected within a time period that is less than that specified by the manufacturer of the chemical being used

Pollution:

The Contractor will ensure that the application and the undertaking of works does not lead to pollution of any water supply. Any such pollution will be held to be the responsibility of the Contractor and he/she will be required to make good any damage and held responsible for any claims for compensation arising from his/her actions or omissions.

Disposal of Materials and Containers:

The Contractor will, according to the Control of Pesticides Regulations 1986, The Environmental Protection Act 1990 and any other relevant legislation, ensure that all waste containers and chemicals are correctly disposed of. Prior to the commencement of the contract the Contractor will supply Rayleigh Town Council with details of the arrangements that have been made for such disposal and the Contractor will inform Rayleigh Town Council of any changes in these arrangements.

Dosage Rates:

In carrying out the application of pesticides the Contractor will ensure that no area is overdosed and the dosage of each particular treatment is in accordance with the manufacturers recommendations or the instructions of Rayleigh Town Council, and the total area specified is treated.

Notification of Work:

Prior to carrying out any application of pesticides, the Contractor will notify Rayleigh Town Council of his/her working plans, giving two working days' notice and updating Rayleigh Town Council at regular intervals. The progress of such work will be reported by direct communication daily.

Operational Spraying:

When spraying in public areas, i.e. Parks or Play Areas or any such areas frequented by the public, The Contractor shall place signs stating spraying operations are being undertaken. The signs shall be placed in entrances and in close proximity to the actual operation. This signage shall remain in place until all risk of contamination to any person has passed.

Any advice given by the manufacturers on the product label relating to Health and Safety and/or protective clothing shall be treated as an instruction and must be complied with.

Weedkilling:

The Contractor will ensure that the areas listed below are kept in a weed and moss free state at all times.

- Fence Lines – underneath plus 150mm on public side
- Trees – 300mm diameter
- Seats – 150 mm all round edge of base
- Litter bins – 150mm all round from edge of base
- Wall lines – 150 mm on public side

All Hard Surfaces – (seating areas, games areas, paths, hardstanding areas, and car parks.

Dog Bins – 150mm all-round from edge of base.

In the event of areas not being maintained weed free, the weeds should be strimmed whenever the adjacent grass areas are mowed, keeping the area in a tidy condition.

The Contractor is fully responsible for any damage that is caused by the use of pesticides whether to Council or privately owned property; any such damage must be rectified as soon as possible, and Rayleigh Town Council notified immediately.

HEALTH AND SAFETY

Health and Safety at Work Act 1974:

The main aim of the Act, in addition to placing duties of general care, employers, employees and the self-employed are: -

To secure the Health, Safety and Welfare of persons at work.

To protect other people, including members of the public against risk to Health or Safety arising out of activities of persons at work.

To control the keeping and use of dangerous substances and prevent unlawful acquisition

To control the emission into the atmosphere of noxious or offensive substances from prescribed premises.

Employers (contractor) Obligations:

A safe working environment and work methods, supplying protective clothing, guards, etc, where necessary.

Safe equipment and machinery, maintained in good order

Safe methods for handling, storing and transporting materials.

Adequate instruction and training for employees

Adequate supervision by competent personnel.

Information to employees to ensure their health and safety at work

Employees Obligations:

Taking reasonable care for their health and safety at work

Co-operating with the employer in meeting statutory requirements for health and safety.

Not misusing or interfering with anything provided to protect Health, Safety or Welfare in compliance with the law.

Obligations to the General Public:

All people at work have a duty to inform members of the general public of any danger or risk to Health and Safety, which may arise out of their work.

Powers of Inspectors

If any inspector of an enforcing authority discovers at a place of work a contravention of one of the existing Acts or Regulations or a contravention of a provision of the 1974 Act he/she can: -

Issue an IMPROVEMENT NOTICE. In this case the activity referred to may continue, but the specified remedial action must be taken within a stated time limit.

Issue a PROHIBITION NOTICE, if there is a risk of serious injury, to prohibit the carrying on of the activity giving rise to this risk, until the remedial action specified in the notice has been taken.

This notice can be issued whether or not there is a contravention of legal provisions and be served on the person undertaking the activity or on the person in control of it at the time the notice is served.

PROSECUTE any person contravening a relevant statutory provision instead of or in addition to serving a notice.

SEIZE, RENDER HARMLESS or DESTROY any substance or article that he/she considers to be the cause of imminent danger of serious personal injury.

Sanctions

Contravention of a relevant statutory provision can lead to a prosecution summary in a Magistrates Court, with a maximum fine on conviction of £2,000. Contravention leading to a prosecution on indictment in a Crown Court carries a conviction in limited fines, or imprisonment for up to two years or both. The sanctions can attach to the employee as well as the employer or both.

Health and Safety at Work etc. Act 1974 – Procedures:

Contractors should be aware that any NOTICE issued by an Inspector from the Health & Safety Executive must be complied with. The Contractor is required to notify Rayleigh Town Council immediately of any such NOTICE issued.

The contractor will be responsible for any costs resulting from a failure by him/her or his/her employees to comply with the requirements of the Health & Safety at Work Act.

CLEANSING AND ASSOCIATED TASKS

General requirements

The term Cleansing shall include, but NOT be limited to, the thorough sweeping and litter picking of hard and soft areas; emptying of litter and dog fouling bins; and subsequent removal and disposal to an authorised site of the accumulated sweepings; the removal of litter, debris, detritus, leaf and blossom fall; isolated growths of grass and weeds, excrement, cans, cartons paper, boxes, timber, metal, stones or other matter whatsoever; and shall include for the total clearance of build-up of all the aforementioned subjects.

Drinks cans and plastic bottles shall be collected separately from other litter and stored in appropriate containers for collection and recycling.

Special attention shall be paid to broken glass on grassed areas and hard surfaces and shall be swept up and removed immediately. Fly tipping shall be considered as litter and removed from site immediately.

The services will be carried out to the standards specified in the Environmental Protection Act 1990 (EPA) and the associated Code of Practice on Litter and Refuse. The standards and response times contained in the Code of Practice shall be the minimum acceptable to the Council. Notwithstanding any other cleansing frequencies specified, the standards laid down in the EPA and the associated Code of Practice shall take precedence, and all standards shall comply with the standards and response times therein.

The services shall include the complete removal of all litter, debris and detritus lodged in shrub beds, hedges, fences and walls forming the boundaries of the cleansing areas. All

litter debris and detritus laying in and amongst the various planted areas situated within the cleansing areas shall also be removed and disposed of. Care shall be taken to ensure that no damage is caused to the planted areas or surrounding areas. All areas covered by this contract shall be cleansed in accordance with the cleansing standards.

The services shall be carried out regardless of the distance from the location of the services to the nearest access point to the vehicles, or other handling problems, or access problems, or other constraints caused by the services.

Animal faeces shall constitute litter and shall be removed and disposed of accordingly.

It is the Contractors responsibility to dispose of all rubbish/litter, etc to a suitable licensed disposal site in accordance with current legislation and pay any costs associated with this requirement. The contractor shall conduct appropriate recycling of waste material, including litter, as specified.

Cleansing Standards:

Cleansing shall be carried out to Grade A Standard as specified in the Code of Practice on Litter and Refuse (Environmental Protection Act 1990).

If the Standard should fall to Grade B it must be returned to Grade A within 24 hours

If the Standard should fall to Grade C it must be returned to Grade A within 12 hours.

Flower and Shrub Beds

All flower and shrub beds including those outside the entrance in Eastwood Road and within the identified site shall be litter picked on a daily basis.

Hedge and Verge along Stile Lane

The hedge and verge along Stile Lane as identified on the site plan, (from the gate in Stile Lane that leads into King George V Playing Field south to the end of Stile Lane), shall be pruned and cleared and shall be litter picked on a daily basis. The hedge topped to the new fence height. The rear face of the hedge, being between the hedge and the fence, shall be cut back. The debris and rubbish to be removed from site at the Contractors expense.

Litter Bins (including Recycling Bins):

Litter Bins shall be emptied and the contents removed from the site, each day (inclusive of weekends). An end of day emptying of bins should be conducted in busy periods before the contractor leaves the field at 5pm. Litter bins shall include all recycling bins provided by the Town Council. Material for recycling may be stored on site in appropriate containers provided by the contractor and removed for recycling. Proof that this material has been recycled is required by the Town Council. The contractor shall remove all

inappropriate material from recycling bins to ensure that only recycled items are collected. (4.11.2)

For the purpose of this specification, where the Contractor becomes aware that Litter Bins are full and/or require emptying sooner than the minimum cleansing frequencies specified herein, the Contractor shall undertake their emptying immediately. Litter Bins shall not be allowed to overflow. Where Rayleigh Town Council informs the Contractor of a full bin, the Contractor shall undertake the emptying within 1 (one) working day (inclusive of weekends).

Extreme caution shall be exercised when emptying bins. Gloves shall be worn at all times, and the contents tipped from the bins into a suitable and appropriate container, residual matter shall be scraped from the inner surface of the outer casing, and the inner surface of the inner lining using a suitable implement before replacing the liner. A clean plastic bin liner shall be fitted in the inner lining after emptying. Ensure that liners and lids are replaced properly, and where bins are provided with locks they are securely locked on completion of cleaning. Where the liner is fixed to the outer frame the contents will be removed by the use of a litter-collecting tool to avoid any danger to the operators.

Careful observation shall be made of the contents before disposal to an authorised disposal point and non-recycling items removed from recycle bins. Should any dangerous objects be in evidence they shall be carefully placed separately for suitable disposal in a safe and healthy manner and the police shall be informed if necessary.

The contractor shall supply Rayleigh Town Council with a list of any damaged litter/dog fouling bins, missing metal liners or any other defect at the end of each week. The contractor shall be responsible for the repair of bins

The Contractor shall also be responsible for the installation of replacement litterbins, which Rayleigh Town Council will supply. The Contractor will empty such bins at no additional cost.

It is the Contractors responsibility to provide polythene type bin liners/bags for both litter/dog bins and normal rubbish collection.

Any litter surrounding a bin shall be swept up and removed after the contents have been emptied.

Litter picks shall be conducted every morning on the opening of the playing field and in the hour before staff leave at the end of the working day. Additional litter picks may be necessary during busier times of use.

Dog Fouling Bins

Dog fouling bins shall be emptied, and the contents removed from site three times per week.

Where the Contractor becomes aware that dog-fouling bins are full and/or require emptying sooner than the minimum cleansing frequencies specified herein the Contractor shall undertake their emptying immediately; bins shall not be allowed to overflow. Where Rayleigh Town Council informs the Contractor of a full bin, emptying shall be undertaken within 1 (one) working day (inclusive of weekends).

Extreme caution shall be exercised when emptying bins. Gloves shall be worn at all times, and the contents tipped from the bins into a suitable container, residual matter shall be scraped from the inner surface of the outer casing, and the inner surface of the inner lining using a suitable implement before replacing the liner. A clean plastic bin liner shall be fitted in the inner lining after emptying. Ensure that liners and lids are replaced properly, and where bins are provided with locks they are securely locked on completion of cleaning.

Any litter surrounding a bin shall be swept up and removed after the contents have been emptied.

Bins will be dismantled and all surfaces washed on both the outside and inside every two months and any drainage holes cleared and disinfected with deodorising chemical prior to assembling.

Sweeping Hard Paving and Sports Areas:

Sweeping shall be carried out on a regular basis as required sweep all roads, entrances, car parks, play areas including all safety-surfaced areas, hardstanding sports areas, paths, service yards and other paved areas including area adjacent to the Pavilion and keep free from glass, mud and debris. Mechanical sweeping will not be permitted at any time without the permission of Rayleigh Town Council.

Broken Glass shall be removed immediately

Leaf Clearance

Leaf clearance shall consist of removal of leaves from all areas of the site. Access paths and sports areas are to remain clear at all times. Clearance of other areas shall be carried out and completed to the satisfaction of Rayleigh Town Council. All arisings shall be removed from site to the contractor's disposal site or composted for future use.

Snowfall

The contractor shall include in his/her price the following works, which shall consist of labour plant and machinery. The Contractor shall use his/her expertise to quantify this work and price accordingly, since it is dependent on weather conditions.

After snowfall, all paths, access roads, car parks, hard standing sports areas and roof of pagoda and teen shelter within the park boundary shall be cleared and suitable signs displayed to warn the public of slippery conditions. Snow shall be stacked to the side of the path, applying rock salt to the cleared surface to prevent icing. Avoid salt damage to

adjacent landscape areas. Any turf or plant loss shall be made good by the Contractor at his/her own expense. The contractor at his/her expense shall supply rock salt.

Cleared snow shall not be piled on any bed or shrubbery. Where snow falls have been so heavy as to present danger to trees, hedges, bushes and other features by causing possible collapse, on instruction from Rayleigh Town Council, remove snow by beating, stacking, sweeping or other appropriate method.

Fly Tipping

Fly tipping shall be considered as litter and removed from the site immediately. The Contractor shall immediately pick up and dispose of any accumulation of fly tipping or domestic refuse as part of the Service.

Recycling

Recycling and Use of Peat

It is expected that all green waste produced as part of his/her contract will be recycled and returned to areas within the contract for spreading as mulch, or as instructed by Rayleigh Town Council. Storage of such products will only be allowed on site with the approval of Rayleigh Town Council. An approved local recycling contractor may be used for this purpose.

The contractor will not be permitted to use peat unless authorised by Rayleigh Town Council.

Litter

The Town Council shall provide recycling bins for cans and plastic bottles. The contents of these bins shall be emptied by the contractor and stored on site in containers provided by the contractor and collected by a suitable company for recycling at the expense of the contractor. Proof that the contents of recycle bins have been recycled shall be provided by the contractor to the Town Council. Any material that is placed in a recycle bin that is not suitable for recycling shall be removed by the contractor and placed in other litter containers.

Premises

King George V Playing Field Pavilion has three sections. One is leased to the Bowls Club and overlooks the bowling green and is outside the terms of this contract. The second is the first floor office and Council Chamber. The third overlooks the Field and comprises of:

-

- 4 showers (tiled)
- 2 changing rooms with bench seats
- Referee's room with shower
- Ladies and Gents toilets

Snack Kiosk area maintained by snack kiosk operator

Public Ladies, Gents, and Disabled (with a baby changing facility) toilets (public toilets may be updated/refitted to remove public lobbies and include direct access cubicles)

The public toilets are to be opened daily (seven days a week) at 7.00am and closed at 5.00pm.

The Contractor will be required to conduct general 'handyman' type tasks such as general maintenance, decoration and repair of interior and exterior of pavilion.

The Contractor must ensure that the Grounds man is on site when the Pavilion is in use for football matches and events held during normal working hours and will endeavour to assist with additional Town Council requirements.

The Contractor must ensure that the gate leading from the front of the pavilion to the rear is unlocked when the pavilion is in use to allow disabled access to the public toilets/front of the pavilion.

The Contractor is responsible for the unlocking/locking of the snack kiosk during operational hours as specified by the snack kiosk operator.

The Contractor must ensure that the exterior of the pavilion is kept free of graffiti and "fresh" graffiti must be removed as soon as possible but within 24 hours and offensive graffiti should be removed immediately.

The Contractor should check that there is a supply of hot water to the showers and report any failure to Rayleigh Town Council.

The Contractor must ensure that the Pavilion and changing and toilet facilities are fully swept after each use and mopped with an approved cleansing agent throughout the year.

The Contractor must report in writing to Rayleigh Town Council any damage to buildings and fixtures within 24 hours, this to include details of the last user. Football clubs are instructed to report damage to changing rooms to the contractor immediately on discovery.

Cleaning materials, i.e. rags, cloths, brushes, mops etc. used for cleaning appliances in lavatories must not be used for cleaning wash basins, sinks or drinking fountains.

The Contractor must leave toilets, changing room/buildings in a neat, tidy, clean condition on completion of cleaning duties

Minor repairs may be conducted to prevent or stop water leaks. Problems should be immediately reported to the Town Council or dealt with by calling an emergency plumber if necessary, outside of office hours. Water should be cut off at stop cocks as necessary.

Cleaning Requirements

All the toilets will be cleaned on a daily basis (seven days a week) when opened in the mornings and checked periodically during the day for cleanliness, damage, misuse. The groundsman will conduct deep cleaning of toilets monthly and will arrange for a specialist team to conduct deep cleaning on an annual basis.

ALL OTHER CLEANING WILL TAKE PLACE AFTER EVERY USE AND ONCE ON A MONTHLY BASIS.

Cleaning Schedule as listed below.

Waste Receptacles, Paper Dispensers and Hand Dryers

Receptacles are to be emptied and contents disposed of in accordance with instructions

The equipment shall be thoroughly washed with germicidal detergent solution and dry polished

Paper towels shall be provided and replaced by the Contractor at his/her cost

Mirrors

Mirrors to be wiped with a damp leather and dry polished

Soap Dispensers

Soap dispensers are to be refilled as required and wiped clean with hot water

All dispenser outlets must be cleaned and cleared of blockages.

The Contractor will supply liquid hand cleaner approved by Rayleigh Town Council

Doors, Partitions, Benches, Clothes Hooks, Frames and Walls, Dressing Room Bowls

Remove soil, finger marks and graffiti with required solution and dry polish up to a height of 2 metres.

Urinals

All surfaces of urinals to be washed down using a germicidal detergent. Particular attention is to be paid to channels and outlets. If necessary, the germicidal detergent may be supplemented with a mildly abrasive cleaning cream or paste. Cistern, flush pipes and fittings are to be wiped down with hot water and neutral detergent.

Lavatory Bowls

The inside and outside of the pan is to be scrubbed down with a WC brush using a germicidal detergent. Particular attention is to be paid to the WC traps and flushing rims. If necessary, the germicidal detergent may be supplemented with mildly abrasive cleaning cream or paste. Toilet seats are to be washed down both sides and dry polished.

Toilet Rolls

Toilet rolls will be supplied and replaced by the Contractor at his/her expense as required and of a type approved by Rayleigh Town Council.

Floors

Remove litter and dispose, remove all soil traces, wash with a germicidal detergent solution. Pay particular attention to corners and edges; remove all standing liquid
Deep clean floors once a month

Light Tubes/Bulbs etc.

The Contractor is required to inform Rayleigh Town Council of any interior or exterior light bulbs/fluorescent tubes that require replacing or any lighting repairs. Rayleigh Town Council will arrange for an electrician to carry out the necessary work.

General Areas

Once per week

Partitions and Doors

Remove dust from top surfaces

Floors

Scrub and remove standing liquid

Windows

Cleaned and where possible dry polished

Window Ledges

Damp wipe and where possible dry polished

Once per Month

Ceilings

Remove dust and cobwebs

Window Frames and Walls

Wash with neutral detergent and where possible dry polish

Deep clean floors

Boot Cleaning Equipment

The Contractor shall ensure that the area around the equipment is kept clear of mud, litter, debris, detritus, leaf and blossom fall, stones or other matter whatsoever; and shall include for the total clearance of build-up of all aforementioned material.

The Contractor shall be responsible for the repair, cleaning, and maintenance of the brushes. All mud, litter, debris, and detritus cleaned from the brushes to be removed and disposed of. Care should be taken to ensure that no damage is caused to the brushes/equipment. Replacement brushes will be supplied by Rayleigh Town Council and fitted by the Contractor at their own expense.

GRASS CUTTING

Machinery:

The cutting of grass shall be by hand or appropriate mechanical means. Cylinder or rotary machines may be used with the prior approval of Rayleigh Town Council. All mechanical plant shall be fitted with approved safety guards and adequately protected against causing damage to the public and all property.

Cutters to all mowers shall be sharp and properly set and shall cut the sward evenly and cleanly. Mowers shall have their cut height so adjusted so that at no time does scalping occur.

The Contractor, at his/her own cost, shall rectify any damage caused to trees or shrubs by machinery. If new trees or shrubs are required these will be maintained until established including watering.

General:

The Contractor shall be deemed to have inspected the site and satisfied himself to the nature and extent of the work that is required and where necessary brought to the required standard. Due consideration shall be taken during the time when excessive growth occurs and the Contractor shall ensure that adequate resources are provided for this work.

Rayleigh Town Council may instruct the Contractor to vary his/her programme of grass cutting to take into account any special events, which might occur. Prior notification will be given.

During the period June to September Rayleigh Town Council may instruct the Contractor to carry out one mowing cycle using a rotary mower to remove all grass and weed seed heads. This instruction will not entitle the Contractor to claim for additional payment.

Bulbs and Corms:

Where bulbs and corms occur in the grass area, the grass shall not be cut after the leaves have emerged in the Spring. Cutting of the bulb planted areas shall not commence until instructed by Rayleigh Town Council. These areas are to be flailed down and all arisings removed from site and the area returned to the standard indicated for the adjoining site.

Litter Collection

Prior to the commencement of grass cutting at each site, removing all litter and disposing of the arisings at an authorised disposal site. Litter shall have the same definition here as detailed in the section 'Cleansing and Associated Tasks'.

The purpose of collecting litter prior to grass cutting is to avoid soft litter being shredded and becoming wind-borne. Similarly, the cutting of grass around hard litter leaving long grass around an item of litter will not be acceptable. In such cases, the Contractor will be issued with immediate default notices.

Where Litter is shredded or cut around, the Contractor shall be responsible for returning to the site immediately and collecting such litter, disposing and completing any grass cutting operations.

GRASS EDGES

Abutting Shrub/Rose Beds:

Grass shall be trimmed with a suitable edging tool to produce neat/clean straight lines or smooth curves. This operation shall be carried out as necessary during the year.

Abutting Hard Surfaces:

Edge all grass edges abutting hard surfaces with a suitable edging tool to produce neat/clean straight lines or smooth curves once a year as instructed by Rayleigh Town Council, and remove all arisings from site. The grass should be returned to the edge of the existing hard surface. This task is to be carried out as necessary on all grass areas covered by this contract.

General

Normal grass edging with a strimmer or edging shears shall be carried out at the same time and frequency as the cutting of the adjoining grass areas.

SHRUB/ROSE/FLOWER BEDS AND PLANTERS

General Requirements:

The purpose of flowerbed maintenance is to keep the beds and planters in a weed and litter free state. This will be achieved by the following methods: -

Litter:

Hand pick, rake, and mechanical litter pickers. The definition of litter is as Section 4.1.1

Weeds

Hand weed, hoeing, digging, forking or the use of a herbicide if approved by Rayleigh Town Council, being careful to ensure that no damage to mulched surfaces, bulbs, shrubs or trees takes place. In the event of any damage, due to the operations being carried out to flowerbeds, the Contractor on notification from Rayleigh Town Council will rectify all damage at no cost to the Council.

Litter collection shall conform to the standards specified in the Code of Practice for Litter and Refuse. Litter shall be collected on every occasion that the Contractor visits the flowerbeds to undertake weeding and /or pruning operations

The Contractor shall remove from the site all arisings, deleterious materials, litter or fly tipping from the beds.

Water and maintain flowers in planters as necessary

Damage to Trees, Shrubs etc.

The Contractor shall be liable for any damage caused to any trees or shrubs or any surrounding grassed areas as a result of his/her work. Any damage will be repaired, or replacements provided at the Contractor's expense as soon, as is practicably possible within the bounds of good horticultural practice. The replacements will be maintained until established which will include watering as required.

Rose Bed Maintenance.

All rose beds within King George V Playing Field will be mulched once per year to a required depth of 75mm, using a bulky organic material such as well rotted farmyard manure or as agreed with Rayleigh Town Council, during the month of May, unless already mulched with bark or woodchip.

All rose beds are to be kept clear of weeds, litter and rubbish at all times. The beds are to be picked over by hand fork during the Autumn period. Care shall be taken not to damage any roots. At least every three weeks cut off all dead flower heads and remove suckers back to source between April and October.

Roses are to be topped back in the Autumn to prevent wind rock. Prune in early Spring whilst plants are dormant, remove dead and diseased wood, cut back to an outward facing bud to effect a "wine glass form". Pruning shall be carried out using sharp secateurs; cuts will be clean and 5mm above a bud.

Prune all remaining growth to leave 3-5 buds per stem on large, flowered roses, and 7 buds per stem on cluster flowered roses. The Contractor will notify Rayleigh Town Council within 48 hours of the presence of any pest or disease attacking or affecting roses.

The Contractor shall treat all pest and disease within three days of reporting.

The Contractor is to inspect rose beds every August and will notify Rayleigh Town Council of the presence of dead plants. Dead rose bushes will be removed from the site and replaced by the Contractor with stock supplied by Rayleigh Town Council during Autumn and Winter

The planting area shall be single dug, and all arisings removed from the site. Planting positions shall be agreed with Rayleigh Town Council. When roses are set out, precautions will be taken to prevent roots drying out. All holes will be excavated to allow roots to be fully spread and ENMAG fertiliser or similar product shall be added to the excavated soil to manufacturer's recommended rate plus the use of TPMC or similar product. Spread fertilisers at the rate of 25 grammes per square metre of 14N, 10K, 10P or as specified by Rayleigh Town Council. Backfill around rose bushes, firm by treading. On completion, the rose will be in an upright position and the root collar at soil level.

All bags, pots, litter and other arisings shall be removed from site.

All rose and shrub areas will be treated each year with an inorganic fertiliser.

Tree Maintenance

The KGV field is in the Conservation area and all trees are protected. The Town Council must seek permission from the District Council before it undertakes any work on trees in the playing field.

The Contractor is responsible for the removal of all basal growth/suckers and any low/overhanging/damaged branches which Rayleigh Town Council considers to be a danger to the public. Rayleigh Town Council may also require the pruning of tree branches.

HEDGE MAINTENANCE

Formal Hedges (to include Laurel, Conifers, Hawthorn):

The Contractor will, three times a year, trim both sides and top of formal hedges carefully and neatly to remove current growth and form a regular line and shape, with a width at the top of the hedge less than that at the base. Use only suitable approved mechanical/hand held equipment in line with good horticultural practice.

Informal hedges:

Once a year face back both sides and top of the hedge to the previous season's growth, or as directed by Rayleigh Town Council. Use suitable mechanical or handheld equipment.

Remove all arisings from site. Bases of hedges are to be kept weed and litter free at all times.

Pruning and Wildlife

Due care and attention must be given to the Wildlife and Countryside Act 1981 Section 1 when trimming hedges/shrubs, etc to avoid disturbance to nesting birds, etc.

Bark Chippings

The contractor will apply bark chippings to areas in the playing field where necessary at their own expense.

FOOTBALL PITCH MAINTENANCE

General

The football season will normally commence on the first weekend in September; the Contractor should note that occasionally pre-season friendlies are arranged for some pitches.

The season will normally finish on the third weekend in April, unless otherwise instructed by Rayleigh Town Council.

Extensions to the sports season may be granted if delays to the sports season have been caused by bad weather or an increase in the fixture list, in which case the Contractor will be advised by Rayleigh Town Council. Rayleigh Town Council will inform the Contractor in advance of start/end of season dates, including preparation for pre-season games and season extensions at selected sites. The Contractor is required to be flexible enough to prepare a facility for play within 24 hours of fixture notification.

The contractor will be expected to give the Council advice regarding the condition of the pitches before matches. The Council and match officials will make the final decision on whether football matches may go ahead in inclement weather.

Damage and Reinstatement

The Contractor is responsible for the repair and reinstatement of any damage caused by his activities during the Contract Period. The Contractor will also be held responsible for any loss of revenue to the Employer caused as a result of damage to a sporting facility. Any such loss of income will be deducted from monies owing to the Contractor. The Contractor must report to Rayleigh Town Council any acts of malicious vandalism that he may witness or discover on any of the sites within this Contract; such report to be given to Rayleigh Town Council within 24 hours of witnessing it.

Prevention of Pollution

The Contractor shall take all reasonable precautions to prevent pollution to the air, soil or water bodies arising from the execution of works required within this Contract. The cost of rendering harmless or removing any discharge or deposit will be borne by the Contractor plus the cost of any necessary repair, replacement or reinstatement. The Contractor shall abide by any governmental and local controls on noise and smoke and shall take all necessary precautions against fire.

Vehicles and Plant

The Contractor shall provide and maintain vehicles and plant sufficient to ensure the smooth running of the service. All vehicles and plant shall be in a clean, safe and presentable condition.

Inclement Weather

The Employer would normally expect the Contractor to continue cutting in wet weather unless the ground became so soft that ground rutting was taking place. If however, inclement weather prevents grass cutting the Contractor must quickly resume grass cutting once the conditions become suitable again.

Drought Conditions

In periods of drought Rayleigh Town Council reserves the right to suspend mowing operations on any site, or in total.

Selective Weed Control

Prior to the start of the season the Contractor will apply an approved pesticide for the control of broad-leaved weeds. The Contractor must comply with the manufacturer's instructions and COSHH regulations.

Line Marking

All pitch and facility markings will be carried out in accordance with the requirements of the governing body for each sport, unless otherwise instructed by the Rayleigh Town Council, in which case alternative dimensions and requirements will be supplied by the Rayleigh Town Council.

All lines, except where otherwise stated will be white, weatherfast and applied using an approved marking machine. Lines will be uniform in width, with dimensions of a maximum of 12 cm in width. An approved non-toxic water based compound or dry whitening compound will be used. Lime must not be used. The use or addition of any chemical other than the white line compound, such as a herbicide, phenol, creosote, etc. is strictly forbidden. If such chemicals are used the affected area will require excavating to a depth of 100 mm by minimum width of 200 mm, backfilled with topsoil, consolidated and turfed to the satisfaction of the Rayleigh Town Council and at the Contractors own expense.

All markings, lines, angles, arcs etc. will be true and remain true to above requirements throughout all the playing seasons within the term of the contract. If any lines are not straight or to a smooth curve, the Contractor will remove them and remark them correctly. The Contractor will ensure that there is no spillage during the preparation and marking operations, any accidental spillage must be removed, and the surface cleaned prior to leaving site.

During the close season the Contractor may mark the positions of sockets or strategic pitch corners to ensure accurate alignment on remarking at the commencement of a new season; the method of such marking to be approved by Rayleigh Town Council.

The Contractor should however note that at the start of a season Rayleigh Town Council may wish to slightly alter the positions of football pitches so as to give goalmouths and touch lines a rest.

Set Out Lines Pre-Season

Prior to the beginning of the season and as directed by Rayleigh Town Council, the Contractor will set out and mark the football pitches. The dimensions will conform to the rules of the relevant governing body.

The exact positioning of each pitch or facility will be approved by Rayleigh Town Council. The Contractor will not automatically follow the lines of the previous season's markings.

Prior to marking, the Contractor will mow out the line if necessary, to a height of 20 mm and width of 300 mm - 600 mm. A line of cord must be used to ensure that all markings are straight and true. The Contractor must ensure that no white line compound is deposited anywhere other than on the white lines.

Overmarking

The Contractor will be responsible for the regular re-marking of pitches during the playing season, and must ensure that all lines are clear, visible, accurate and true throughout the sports season.

Marking will be carried out on either Thursday and/or Friday for weekend fixtures and before mid-week games, with additional overmarking of goal lines and touchlines over the weekend. Additional marking in periods of increased fixture activity or bad weather may be necessary.

The Contractor will mow the lines on five occasions throughout the season. The lines will be cut to a height of 20 mm and a width of between 300 mm – 600 mm and be left clear of all arisings. Windrows must not be left on the playing surface

The Contractor will allow for the clearance of leaves and other accumulated debris on up to two occasions during the autumn before re-marking, in order to produce a more accurate and longer lasting line.

During wet ground conditions, pitches will be overmarked using a dry line marking compound. This will be done on muddy areas of the pitch.

Goal Posts

General

All posts must comply to BS EN 748. Any health and safety issues should be reported to the Council immediately upon discovery.

Any damaged/missing hooks on the crossbars to be replaced at the expense of the Contractor.

The Contractor shall note that the number of pitches required may vary from one to two.

It will be the responsibility of the Contractor to erect the football posts, nets, corner flags etc, for all football matches and to remove to a safe store after each game. The Contractor shall also be responsible for the security of the pavilion building (excluding Bowls Club) during use.

The contractor is responsible for inspecting all equipment such as goal posts, goal sockets and nets at the end of each season. The contractor must report to Rayleigh Town Council any item that must be replaced for the following season.

Erect and Remove Goal Posts

During the football season goal posts shall be erected on a Friday and removed on a Monday morning and stored in the shed. The Town Council will advise the contractor of the fixtures and the pitches required. The contractor must inform Rayleigh Town Council immediately of any reason that prevents installation or removal of goal posts.

The Contractor will be required to remove the football posts/nets/flags/pins immediately after games and store them on site, re-erecting before any subsequent games. Football posts/nets/flags/pins removed/damaged by vandals, must be repaired and refitted by the Contractor at his expense.

Prior to the erection of posts, and at least two weeks prior to the start of the season, the Contractor will inspect all post sockets for signs of damage, rot, blockage or instability. Any sockets or surrounds found to be damaged or in need of re-instatement must be reported to Rayleigh Town Council at least two weeks prior to the start of the season.

The Contractor will ensure that the sockets and surrounding concrete are a minimum of 25mm below surrounding levels. If necessary, the Contractor will reinstate the surrounding grassed area to achieve this, or lower the socket.

Within six working days after the end of the playing season all posts will be dismantled and transported to the client's storage area, until the following season. The Contractor will then cap-off or insert blocks into all goal sockets to prevent injury to the general

public. The Contractor will provide caps/blocks for this purpose that leaves a true finish with the surrounding ground level.

Adjust Goal Posts

The Contractor will regularly inspect the posts and cross bars while they are erected to ensure that they are safe and secure in accordance with BS EN 748. Any damage shall be reported to Rayleigh Town Council within 24 hours. All net hooks and stanchions must be checked and replaced as required to ensure a full complement on each inspection. It will be the Contractor's responsibility to notify Rayleigh Town Council and to rectify any faults as required, at their own expense.

Paint Posts

During the period between playing seasons, the Contractor will be required to paint all football posts.

Before painting, each post shall be thoroughly washed to remove any dirt and grease.

Posts will then be brushed down using a wire brush or similar, to remove stubborn dirt, rust and loose paint. When dry, each post shall receive one application of white undercoat, and one coat of white gloss.

Painting shall be carried out in suitable weather conditions and not when wet weather is imminent, unless painting can be carried out undercover.

Grass Cutting

All soccer pitches will be cut by tractor mounted/drawn cylinder or approved rotary grass cutting units. The tractor is to be fitted with tyres specifically designed for use on turf.

The Contractor will be required to maintain the grass sward on all pitches to a height of between 40 mm - 60 mm.

During the playing season the grass should be maintained at a height of as near 40 mm as possible.

During the 'autumn and spring flushes' of grass growth the Contractor may have to carry out one or more cuts with a rotary mower to cut off flowering stalks of grasses and to lightly top the growing grass so that the grass is maintained between 40 mm - 60 mm in height.

During the course of grass cutting the Contractor will be responsible for clearing from site any small quantities of tree debris prior to cutting.

Pitch Harrowing

The Contractor will be required to harrow all soccer pitches as necessary with a minimum of four times a year in order to maintain surface levels, using machinery approved by Rayleigh Town Council.

Harrowing will be carried out in one direction longitudinally' with a 300 mm overlap on adjacent passes ensuring that the entire pitch area plus five metre margin is covered.

The operation should not be carried out when soil conditions are so wet as to cause damage to the soil structure/levels. Any damage caused to the sward by this operation shall be repaired at the Contractors own expense.

Aeration

The Contractor will spike all pitches as required using 150 mm – 200 mm slit tines using machinery approved by the Rayleigh Town Council.

Spiking will be carried out in one direction longitudinally with a 300 mm overlap on adjacent passes. The Contractor should ensure that the entire playing area is covered plus a five metre band around the sides of the marked-out pitch area.

The operation should not be carried out when soil conditions are so wet as to cause damage to the soil structure/levels. Any damage caused to the sward shall be repaired at the Contractors own expense.

Vertidrain

The Contractor shall vertidrain twice a year.

Sequence and Timing of Operations

The Contractor will carry out 'in season' maintenance to pitches described above such that harrowing should succeed aeration within 24 hours.

These operations will be carried out ensuring that no damage is caused to pitches and goal posts. Any damage caused shall be reinstated/repared to the satisfaction of Rayleigh Town Council at the Contractors own expense.

Any lines that fall below specified standards due to cultural operations must promptly be re-marked so that the pitches are always available for play.

End of Season Renovation

The Contractor will carry out one end of season operation on each football pitch and subject to the approval of Rayleigh Town Council. The dates at which these operations can be carried out will be given by Rayleigh Town Council but will normally fall between the third week in April to the third week in May. All operations will be completed within four weeks of the respective end of season date.

Operations will be carried out in approximately the following order as agreed by Rayleigh Town Council at the close of the season:

Vertidrain.

Renovate goalmouths by hand.

Fence off renovated goalmouths - only on instruction from the Rayleigh Town Council as part of non-scheduled works.

Top up and renovate pitch depressions.

Top dress and dag mat – only on instruction from the Rayleigh Town Council as part of non-scheduled works.

Contravate/over-seed.

Fertilise.

Harrow.

Vertidrain

The Contractor shall verti-drain the entire marked pitch area plus a 3 m strip around the pitch. The verti-drain machine should have 25 mm diameter tines penetrating to a depth between 200 mm – 400 mm at between 100 mm and 200 mm spacing (when possible, heave should be applied).

Renovate Goalmouths by Hand

The Contractor shall renovate only the goalmouth area worn bare to a depth of 150 mm using machinery approved by Rayleigh Town Council. All stones and other deleterious material brought to the surface by this operation shall be removed to tip. Any topdressing imported should be to the stated specification. The area will then be over seeded and raked by hand to even levels.

Fence off renovated goalmouths

All renovated goalmouths should be fenced off to prevent damage to the area, until the grass seed has germinated, and a grass sward established.

Top up and Renovate Pitch Depressions

The Contractor shall infill, grade and level any depressions that have formed on the playing surface. The area to be topped up shall first be lightly forked to provide a keying surface and specified topdressing, free from grit and stones will be introduced and firmed. The area will then be over seeded and raked by hand to even levels that are flush with surrounding contours.

Top Dress and Lute

This is a Non-scheduled work specification. Apply 80 tonnes of a specified sand topdressing should be applied to each pitch prior to verti-draining. After verti-draining, the pitches should be brushed in two directions using a drag mat (After 3 applications the amount of sand should be assessed).

Contravate/Overseed

The Contractor will contravate/overseed each pitch on one occasion carrying out a minimum of two passes crossing diagonally at approximately 20 degree angles. An approved football renovation grass seed mix specified by Rayleigh Town Council and

purchased from a reputable supplier shall be sown, the cost of this will be included in the contract price, using machinery approved by Rayleigh Town Council. The sowing density shall be at the recommended and agreed rates to ensure total grass coverage of the pitch area.

Fertilise

The Contractor will supply and apply approved spring/summer and autumn fertilisers purchased from a reputable company in accordance with the materials specification. The nutrient ratios will be agreed by the Rayleigh Town Council prior to purchase.

The fertiliser will be applied evenly over the entire pitch in accordance with the manufacturer's recommendations using machinery approved by the Rayleigh Town Council.

The Contractor will be responsible for the safe storage of the fertiliser.

Harrow

See Specification 'Pitch Harrowing'.

Specification of Materials

Standard of Particulate Material for use in Top-Dressing the Surface of Football Pitches

Type/Name of Material: Medium Sand

Main Range of Particles: 0.500 mm to 0.250 mm

Breakdown of Particle Range:

Particles between 1.000 mm and 0.500 mm not to exceed 10% of total

Particles between 0.500 mm and 0.250 mm to be 55% to 80% of total

Particles between 0.250 mm and 0.125 mm to be 15% to 40% of total

Particles below 0.125 mm not to exceed 5% of total

Particle Shape: Rounded to Sub-rounded

% of Particles in Required Shape: 90%

Minimum Hydraulic Conductivity: 1,000 mm per hour

Standard of Particulate Material for use as rootzone

Type/Name of Material: Sandy Soil

Main Range of Particles: 0.500 mm to 0.125 mm

Breakdown of Particle Range:

Particles between 2.000 mm and 1.000 mm not to exceed 5% of total

Particles between 1.000 mm and 0.500 mm to be 5% to 15% of total

Particles between 0.500 mm and 0.250 mm to be 25% to 50% of total

Particles between 0.250 mm and 0.125 mm to be 25% to 40% of total

Particles between 0.125 mm and 0.053 mm to be 5% to 10% of total

Particles below 0.053 mm to be 10% to 20% of total

Particle Shape: Rounded to Sub-rounded

Minimum Hydraulic Conductivity: 200 mm per hour

Grass Seed

All seed must be certified (OECD Green or Blue Label Certification). Purity, germination, harvest and origin of each mixture component must be indicated on the tender document and attached to each bag.

The Contractor shall supply the details of the proposed mixture and cultivars to Rayleigh Town Council for approval.

Only approved cultivars, which comply with the following criteria, shall be acceptable.

Cultivar criteria in accordance with the STRI 'Turfgrass Seed 2009; mixture to be composed of the following:

	Minimum %	Maximum %
Perennial Ryegrass	100	100

Due to the changing nature of turfgrass research and development, different mixtures based on the above may be permitted, subject to the prior approval of Rayleigh Town Council.

Fertiliser

A Certificate for Nutrient Analysis Content shall be provided for each type of fertiliser used. Each fertiliser shall consist of an approved compound containing the specified nutrients and the fertiliser shall be evenly applied at the manufacturers recommended rate.

All fertiliser material shall comply, where applicable, with the Fertilisers Regulations 1990 and all subsequent Amendments.

Autumn Fertiliser

The Nitrogen content will depend upon at what time during the autumn period any fertiliser is applied, e.g. low Nitrogen content will be given during the late autumn.

Nitrogen	4% to 11%
Phosphate (P2O5)	2% to 6%
Potash (K2O)	4% to 10%

Spring / Summer Fertiliser:

To be in a ratio of 2:1:1 unless otherwise approved.

Nitrogen	10% to 20%
Phosphate (P2O5)	5% to 10%
Potash (K2O)	5% to 10%

PLAYGROUND/FITNESS EQUIPMENT

Play Equipment at King George V Field as at start of contract. New or replacement equipment may be installed during the period of the contract and will be included within this contract.

Cradle Arch Swing x 2
Jess the Cat Rocker
Scottie 2-Way Bounce About
Mystical World Multi-play – Forbidden City
Rope Swinger
Double Zig Zag Twister
Single Zig Zag Twister
Modular Play System
Double Swings
Spiro-Whirl Roundabout
Matrix K5 (with two slides)
Solid Square Hopscotch
Aerial Runway
Mound Slide
Basket Swing – Pendulum Swing
Basketball Net and Court
Table tennis

Playground Inspections

Play areas and safety surfaces are to be visually inspected every day and written records of inspections provided to Rayleigh Town Council on a weekly basis. The reports should indicate whether the contractor or the Town Council needs to conduct remedial work. The contractor may close the play areas by locking the gate and putting up appropriate signs due to health and safety concerns and should discuss with the Council as necessary.

Inspections must be carried out by persons qualified and experienced to do so. A recognised certificate in play equipment inspections, i.e. ROSPA, ILAM, WICKSTEED LEISURE must have been attained. Experience in play equipment repair and maintenance will be essential in respect of additional repair works requested.

The Contractor will clear all areas of litter and broken glass or any other deleterious material.

Inspect concrete and wooden edging to safety surfaces in accordance with BS 5696 on a daily basis (seven days a week).

Should the Contractor as a result of his/her inspections or otherwise become aware of the presence of any damaged or dangerous equipment, the Contractor will, within two hours, take steps to fence and immobilise the items of equipment affected using fencing approved by Rayleigh Town Council. The contractor will report immediately to the Town Council office to notify of the high risk damaged or dangerous equipment at the time of the inspection.

The contractors' playground inspector will sign and date each report sheet on behalf of the company, and this will be retained as a legal record for any future insurance claim.

The Contractor will, during park opening times, seven days per week, provide an emergency call out service whereby he responds to reports of damage within two hours of the report. An emergency telephone number must be provided to Rayleigh Town Council.

All Safety Surfaces

Ensure that impact absorbing safety surfaces are securely attached and reglued if required, including refixing any edging. The Contractor is responsible for all repairs to safety surfaces at his expense.

Rake over, level and remove any weed growth from loose aggregate surfaces such as bark or sand and topping up as required to maintain a safe area. The Contractor will carry this out at his/her expense using materials approved by Rayleigh Town Council.

Chemical weed control will only be allowed with the permission of Rayleigh Town Council.

Graffiti

All graffiti is to be removed/overpainted within two working days, using the manufacturer's recommended paint or jet washer as appropriate. If chemical graffiti remover is used, care should be taken to remove all residues; the site must be attended until this is completed.

Fencing

Check and ensure that all fencing is secure and that any damage is reported immediately to Rayleigh Town Council

Check and ensure gates and self-closing mechanisms operate safely and efficiently. Maintenance to gates is included in this contract.

Ensure that all play areas are inaccessible for dogs and rectify where this is not the case.

Ensure fences, and gates are not a danger.

Any damage to be repaired within five working days.

Temporary fencing to be erected as appropriate within 24 hours of occurrence and to the satisfaction of Rayleigh Town Council at the Contractor's expense.

Any damage or repairs effected shall be reported to Rayleigh Town Council within 24 hours.

No additional work shall be carried out without permission in writing of Rayleigh Town Council.

The Contractor will respond immediately to all matters of safety in relation to play area equipment.

Where additional work is requested, either resulting from the inspections or otherwise, it shall be commenced within 48 hours and completed as a single operation.

Damage to tarmac bases and paths shall be made good within five working days. The Contractor will supply emulsions and tarmac and undertake any repairs required on request at the cost of Rayleigh Town Council.

On each twice-weekly inspection, all moveable parts shall be inspected and recorded appropriately on the forms provided, along with the following: -

Climbing Equipment

Inspect paintwork and ensure it is in good condition

Check: All parts are present and secure
Supports are firmly fixed
Corrosion at ground level
Corrosion/rot elsewhere
Play surface is in good condition
Tube plugs are secure

Check: Wear between links
All parts are present and secure
Paint work
Supports are firmly fixed
Ground level corrosion
Corrosion elsewhere
Play surface is in good condition
Timber parts are in good condition
Front bar of cradle swing for correct operation

Slide

Check: Paint work
All parts are firmly fixed supports are firmly fixed
Corrosion at ground level
Gaps in chute surface
Surface under slide equipment is in good condition

Rotating Equipment

Check: Paint work
Supports are firmly fixed
Corrosion at ground level

All parts are present and secure
Surrounding surface is in good condition
Sharp corners, edges or projections
Timber parts are in good condition
Moving parts are in good condition and inaccessible

Rocking Equipment

Check: Paint work
 Supports are firmly fixed
 Corrosion at ground level
 All parts are present and secure
 Surrounding surface is in good condition
 Sharp corners, edges or projections
 Timber parts are in good condition
 Moving parts are in good condition and inaccessible.

Skateboard Facility

Check: DAILY (Seven days a week)

All riding/skating surfaces for wear, damage and vandalism, look for tears/gouges to the edges or any other part of the facility to make sure this sort of damage does not leave a "large wound" that could be dangerous to the users.

Check for missing coping end caps.

Look for loose girt/rubble on the concrete surfaces

For items placed on ramp platforms (such as benches or crates) that could cause injury or damage if dropped.

Metal fittings such as run up plates are secure.

Inspect skateboard area for vandalism of any kind.

Remove any build up of debris against ramp edges and in corners etc

Lubrication

All moving parts of equipment must be lubricated every third month with suitable lubricants in accordance with the manufacturer's instructions. A manufacturer's approved lubricant, grease or oil is to be used by the Contractor as required in all circumstances.

During the lubrication of equipment, all bearing surfaces and pivots are to be treated; grease nipples are to be greased with a high pressure grease gun until clean, fresh grease escapes from the bearings: Clean excess lubricant from equipment.

The Contractor must indemnify the Council for any damages to users or their clothing caused by excess lubricant.

Replacement of Components

All component parts will be supplied by Rayleigh Town Council for the Contractor's use and will remain the property of the Council and should only be used at the site.

Components shall be replaced whenever necessary with the correct replacement parts. Substitute items must not be used unless the approval of the manufacturer or Rayleigh Town Council has first been obtained. If screw fastenings that had been riveted over are removed they should be replaced with new components and similarly riveted.

Rayleigh Town Council to supply replacement parts. Contractors will be required to replace at his/her expense any damaged parts with the exception of the main support frames of swings, runaways and multi-play structures found to be faulty or damaged from whatever cause. The Contractor will if requested by Rayleigh Town Council paint any equipment.

Any questions as to what parts are classed as main support systems will be clarified by Rayleigh Town Council.

A unit cost is required for adding additional play equipment to this contract at a later date.

The contractor will be required to repaint/treat all equipment with products approved by the equipment manufacturer every 2 years during which time the area will be closed.

MISCELLANEOUS

Furniture (Seats, Bins, Signs/Notice Boards, Fences, Storage Sheds, Hard Surfaces, pagoda, picnic benches, turnstile, teen shelter). Other furniture may be added by the Town Council and included in this contract.

The Contractor shall repair any furniture found in a dangerous condition and subsequently report to Rayleigh Town Council

The Contractor will keep furniture clean, free from dirt, grease, graffiti and other undesirable materials. All furniture must be painted or treated with an approved preservative once a year between April and November.

The Contractor will maintain seats, signs, bins and notice boards in situ to a good standard throughout the duration of the contract.

Lost Property

The Contractor will be required to keep a record of all property lost or found within the field. Details of the person reporting such finds/losses should be recorded.

All lost property items shall be properly labelled and kept in a safe and secure place. If lost property is not claimed within three months, then the lost property shall be handed over to Rayleigh Town Council for appropriate disposal.

Money found shall be handed to the Council, who will be responsible for dealing with any claim.

Fires

Under no circumstances may any fires be lit on the land to dispose of waste materials. All rubbish must be removed from the site to an approved site at the contractor's expense.

Security Duties

The Contractor will be required to open and close gates to the playing field every morning and evening throughout the year, in accordance with instructions as listed in APPENDIX 1 or by instruction from Rayleigh Town Council.

It is the responsibility of the Contractor to ensure that all members of the public are instructed to leave the area before securing the gates.

Storage Buildings

Storage buildings are available on site, for use by the Contractor if required. It is the Contractor's responsibility to maintain the interior and exterior of these buildings in a tidy and good state of repair.

SECTION 3

TENDER ACKNOWLEDGEMENT

COMMERCIAL IN CONFIDENCE (on completion)

**To: The Town Clerk
The Pavilion,
King George V Playing Field,
Bull Lane,
Rayleigh, Essex, SS6 8JD**

From:

Date:

Dear Mr Letch,

Provision of Ground Maintenance Services

Your Invitation to Tender was received on

❖ We intend to submit a Tender in accordance with your instructions.

❖ We are unable / do not wish to submit a Tender. Our reasons are set out below. The Invitation to Tender documentation is enclosed/ is being returned under separate cover.

Please insert your reasons here (or in a separate letter) for declining the opportunity to submit a Tender

We confirm that we will treat all information supplied by the Town Council as confidential and will not communicate any of that information to any party or make use of that information for any purpose other than preparation of a response to the Invitation to Tender.

Yours sincerely

For and on behalf of:

Certificate that the Tender is a Bona Fide Tender

In recognition of the principle that the essence of selective tendering is that Rayleigh Town Council shall receive bona fide competitive tenders from all those tendering.

WE CERTIFY THAT:

1. The tender submitted herewith is a bona fide tender, intended to be competitive.
2. We have not fixed or adjusted the amount of the tender under or in accordance with any agreement or arrangement with any other person.
3. We have not done and we undertake that we will not do at any time before the hours specified for the return of the tender any of the following acts:
 - (a) communicate to a person other than the person calling for this tender the amount or approximate amount of the proposed tender (except where the disclosure, in confidence, of the approximate amount of the tender was essential to obtain insurance premium quotations required for the preparation of the tender);
 - (b) enter into any agreement with any other person that he/she shall refrain from tendering or as to the amount of any tender to be submitted.
 - (c) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender any act or thing of the sort described above.

In this certificate:

1. "person" includes any person and anybody or association corporate or incorporate.
2. "any agreement or arrangements" includes any transaction of the sort described above, formal or informal and whether legally binding or not.

Dated thisday of2022

**SIGNED (as in tender) duly
authorised to sign for and on
behalf of**

CANVASSING CERTIFICATE

To: Rayleigh Town Council

I/We hereby certificate and I/We have not canvassed or solicited any Member, Officer or Employee of Rayleigh Town Council in connection with the award of this Tender and any other Tender or proposed Tender for the Ground Maintenance Services and that no person employed by me/us or acting on behalf of my/our behalf have done any such act.

I/We hereby further undertake that I/We will not in the future canvass or solicit any Member, officer or Employee of Rayleigh Town Council in connection with the award of this Tender or any other Tender proposed Tender for the Ground Maintenance Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed by the Authorised signatory

Status.....

For and on behalf of

Dated

Sub-contractor and contractor details

The Contractor shall list hereunder the name and address of all sub-contractor or Contractors he may desire to employ on the Services and for which approval is required in accordance with the Conditions of Contract.

(If Sub-Contractors or Contractors are not used, enter NONE)

Description of Service

Name and address of Sub-
Contractor

Date.....

Signature of Contractor.....

THE COUNCIL RESERVE THE RIGHT TO REFUSE ACCEPTANCE OF ANY OR ALL OF THE SUB-
CONTRACTORS OR CONTRACTORS NOMINATED AT ANY TIME DURING THE CONTRACT

SECTION 4

STANDARD CONDITIONS OF CONTRACT

1. DEFINITIONS AND INTERPRETATION

In this Contract, save where the context otherwise requires, the following expressions shall have the meanings hereby assigned to them.

- a. “Commencement Date” means the date agreed with the Council to commence the Services.
- b. “Conditions” means these conditions, any supplementary conditions and any modification thereof.
- c. “Contractor” means the organisation who is employed by the Council to undertake the Services.
- d. “Contract” means any formal contract document entered into under seal between the Contractor and the Council or signed by any duly authorised person and includes the documents incorporated therein and forming part thereof. Unless and until a formal contract is entered into between the Contractor and the Council “Contract” means the signed Tender documents. Any reference therein to an Act of Parliament or any Order Regulation, Statutory Instrument of the like shall include a reference to any amendment or re-enactment of same.
- e. “Contract Period” means the period from the commencement date of the Services until completion of the Services to the satisfaction of the Contract Manager.
- f. “Contract Price” means the price inserted by the Contractor in the Pricing Schedule submitted with the Tender.
- g. “Council” means Rayleigh Town Council or any successor authority.
- h. “Town Clerk” means the Contract Manager for the time being or any person duly authorised by the Town Clerk to act on their behalf.
- i. “Good Industry Practice” means the degree of skill, care prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced Contractor (engaged in the same type of undertaking as that of the Contractor) under the same or similar circumstances.
- j. “Services” means the Services set out in the Specification.
- k. “Specification” means the document setting out the Council’s requirements and which forms part of the Tender Documents.
- l. “Contractor” means the person, persons or company whose tender is accepted.

m. “Tender” means the Tenderers bid for the Services set out in their Tender Documents.

n. “Tender Documents” means the Specification together with the Tender submitted by the Contractor and any accompanying or supporting documents relating to the provision of the Services.

o. “Week” means 7 consecutive days starting on Monday and end on the following Sunday.

p. Words importing one gender include all others and the singular include the plural and vice versa.

2. WARRANTIES

The Contractor in submitting its form of tender warrants and represents to and undertakes with the Council that:

2.1 it has complied in all respects with the conditions of tendering.

2.2 all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Contractor or its employees in connection with the Contractor’s form of tender are true, complete and accurate in all respects;

2.3 it has not submitted its tender or entered into the Contract in reliance upon any representation of statement (whether made orally, in writing or otherwise) which may have been made by the Council.

2.4 it has full power and authority to enter into the contract and carry out the Services.

2.5 it is of sound financial standing and has sufficient working capital available to it to carry out the Services in accordance with the Contract for the entire duration of the contract period: and

2.6 it will make available to the Council copies of its audited accounts within 30 days of the formal adoption of such accounts.

2.7 if awarded the contract shall discharge its obligation with all due skill, care and diligence including but not limited to good industry practice.

3. PROVISION AND MANNER OF CARRYING OUT THE SERVICES

3.1 The Contractor shall commence the Services on the agreed Commencement Date to be confirmed.

3.2 The Contractor shall at all times provide the Services in accordance with the Specification and the conditions referred to in the Contract.

3.3 The Contractor shall comply with all the relevant Acts of Parliament, statutory regulations and codes of practice relating to the Services including compliance with any obligations which may be imposed by the same upon the Council.

3.4 The Contractor shall provide the Services safely and in a manner that is not, or is not likely to be, injurious to health or detrimental to the environment or the fabric of any property.

3.5 The Contractor shall undertake the Services (without prejudice to any other provisions contained in the Contract) in an efficient, effective and safe manner in accordance with the Contract.

3.6 The Contractor shall provide the Services at all times in such a manner as shall promote and enhance the image and reputation of the council.

3.7 The Contractor shall provide all the Equipment necessary for undertaking the Services.

3.8 All Equipment used in relation to undertaking the Services shall be at the Contractors own risk.

3.9 The Council shall have the power to inspect and examine performance of the Contractor in relation to the provision of the Services and its performance will be monitored to ensure compliance with the terms of the Contract in accordance with the Monitoring Schedule.

3.10 Timely undertaking of the Services shall be of the essence of the contract including commencing the Services within the time agreed or specified by or with the Council.

3.11 If the Council considers that any part of the Services have not been undertaken in accordance with or do not meet the requirements of the Contract and is other than as a result of the default or negligence of the Council the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirement of the Contractor with such reasonable time as may be specified by the Council.

3.12 As the Council's affairs are open to scrutiny by a variety of external bodies and people including:

- An external Auditor appointed by the Audit Commission.
- The Public via the Council's Complaints procedure.
- Local electors via the Annual Inspection of Accounts.
- Her Majesty's Revenue and Customs.
- Department for Works and Pensions.
- Freedom of Information Act.

3.13 The Council through its Internal or External Auditors may request information relating to the Contract pursuant to the provisions of condition 3.12 above and the Contractor shall supply the Council's Internal or External Auditors with the information forthwith upon request.

4.0 STANDARD OF WORKS

4.1 It shall be the duty of the Contractor well and properly to provide the Services to a standard that complies in all respects with the Specification and with any Quality Standards and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body when executing the Services together with reasonable care and skill and in accordance with good industry practice.

4.2 The introduction of new methods or systems which impinge on undertaking the Services shall be subject to the Council's prior written approval in writing.

4.3 The Contractor shall deal with any complaints received (whether received orally or in writing and whether from members of the public or others) in a prompt, courteous and efficient manner.

4.4 Unresolved complaints received or referred to the Council will be investigated by the Town Clerk who may take such action that he/she considers appropriate.

4.5 The Town Clerk shall have the right at any time to interview any member of the Contractor's staff in connection with the carrying out of all or any of the Services.

4.6 The Town Clerk shall also be entitled to request any information relating to the carrying out of the Services and such information shall be supplied by the Contractor forthwith upon request.

5. CONTRACTOR'S APPOINTED SERVICES SUPERVISOR

5.1 The Contractor shall ensure that at all times a Services supervisor is appointed and empowered to act on behalf of the Contractor and is available in person to the Town Clerk at all times whilst undertaking the Services. The Contractor shall appoint a suitably qualified Deputy Services Supervisor for periods of the Services Supervisor's holiday or illness.

5.2 Prior to the commencement date the Contractor shall inform the Town Clerk in writing of the name and telephone number of the Services Supervisor.

5.3 The Contractor shall inform the Town Clerk of the identity of any person proposed to be authorised to act for any period as deputy for the Services Supervisor before the start of that period. Any person proposed to be authorised to act as deputy for the Services Supervisor must be a qualified existing employee of the Contractor.

5.4 The Services Supervisor or his duly authorised deputy shall be the authorised representative of the Contractor for all purposes connected with the Contract. Any notice, information, instruction or other communication given or made to the Services Supervisor or his deputy shall be deemed to have given or made to the Contractor

5.5 The Services Supervisor or his duly authorised deputy shall consult with the Town Clerk and with such other of the Council's supervisory staff as may from time to time be specified by the Town Clerk as often as may be necessary for the efficient provision of the Services in accordance with the Contract.

5.6 The Services Supervisor shall inform the Town Clerk promptly and in writing of any instances of activity or omission on the part of the Council which prevent or hinder or may prevent or hinder the Contractor from meeting his contractual obligations.

6. SUPERVISION OF STAFF

6.1 The Contractor shall provide a sufficient complement of supervisory staff in addition to the Services Supervisor; to ensure that the Contractor's staff engaged in and about the provision of the Services is at all times adequately supervised and properly perform their duties.

6.2 The Contractor's staff engaged in and about the provision of the Services shall primarily be under the control and direction of the Contractor's own supervisory staff but shall nevertheless while on the Council's premises comply with all reasonable instructions and requests given to them by the Council's employees.

7. STAFF

7.1 The Contractor shall employ in and about the provision of the Services only such persons as are careful, skilled and honest and experienced in the work which they are to perform.

7.2 The Contractor shall employ sufficient staff to ensure that the Services are provided at all times in accordance with the Specification. Accordingly it shall be the duty of the Contractor to ensure in particular that a sufficient reserve of staff is available to provide Services during staff holidays or absence through sickness otherwise.

7.3 The Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing Contractor shall not unlawfully discriminate within the meaning and scope of the Human Rights Act 1998, the Equality Act 2010 or other relevant legislation or any statutory modification or re-enactment thereof.

7.4 The Contractor shall ensure that every person employed by the contractor in and about the provision of the Services is at all times properly and sufficiently trained and instructed with regard to:

- the task or tasks that the person has to perform;
- any relevant provision of the Contract;
- relevant rules, procedures and standards of the Council;
- all relevant rules, procedures and statutory requirements concerning Health and Safety at work;
- fire risks and fire precautions; and
- the necessity to observe the highest standards of courtesy and consideration to the public and promote and enhance the Council's image and reputation.

7.5 The Contractor shall take all reasonable steps to secure the observance of condition 7.4 above by all servants, employees or agent of the contractor and all Contractors and sub-Contractors employed in undertaking the Services.

7.6 The Contractor will be monitored by the Council to ensure compliance with condition 7.4 and 7.5.

7.7 The Contractor shall be entirely responsible for the employment and conditions of service of its own employees including without limitation the payment of wages.

7.8 The Contractor shall comply with and shall also procure that its staff shall comply with all relevant rules, codes, policies, procedures and standards of the Council which may be notified to the Contractor by the Council from time to time and with all relevant statutes, statutory orders and regulations.

7.9 The Town Clerk may by reason of misconduct, breach of these conditions or for any other substantial reason instruct the Contractor to take disciplinary action or other action in relation to or remove from the provision of the Services any person employed in or about the provision of the Services by the Contractor (which for the avoidance of doubt shall include the Services Supervisor or his deputy) and the Contractor shall forthwith comply with such instructions. The Council shall not in any circumstances be liable to the Contractor or any of its employees in relation to any such action or removal and the Contractor shall fully and promptly indemnify the Council in respect of any claims brought by any such employee arising there from.

7.10 The Contractor shall ensure that its staff carry out their duties and behave while on the Council's premises in any orderly manner and in as quiet a manner as may be reasonably be practical, having regard to the nature of the duties being performed by them. The Contractor shall further ensure that its staff do not unlawfully remove any article or thing from any of the Councils premises, whether the property of the Council or of its employees, agents or sub-Contractors or of other persons.

7.11 Representatives of the contractor shall carry at all times identity cards in a form approved by the Town Clerk and make such cards available for inspection on request by an Officer of the Council who similarly discloses his/her identity.

7.12 When requested to do so or when communicating with other persons as a representative of the Contractor all persons employed by the Contractor in the performance of the Services shall disclose their identity and shall not attempt to avoid so doing.

8. HEALTH AND SAFETY

8.1 The Contractor shall at all times comply with:

8.1.1 All relevant Health and Safety Acts, Health and Safety Regulations and Codes of Practice that are approved by the Health and Safety Commission.

8.1.2 All relevant and appropriate guidance and good working practices, as published or accepted by the Health and Safety Executive, professional/trade bodies or other similar organisations.

8.1.3 Their own Health and Safety Policy, health and safety system and procedures. Notwithstanding this, Contractors shall ensure that their employees and any sub-contractors comply at all times with the Council's Health and Safety Policy in so far as it is relevant to the contract.

8.1.4 Any conditions stipulated by the Council in relation to Health and Safety;

8.1.4.1 Such conditions will override details contained in the Contractor's internal documentation but will ensure that health and safety standards will be maintained or improved.

8.1.4.2 Any requests for the provision of health and safety documentation will be provided in a timely manner.

8.2 The Contractor shall nominate a senior representative, to act as a co-ordinator between both parties for the matters of health and safety arising out of the Services.

8.3 The Contractor shall notify, in writing, to the Contract Manager of all incidents, which either could have lead or did lead to injury and/or damage. Where incidents are reportable under the Report of Injuries, Diseases and Danger Occurrences Regulations 195, a complete copy of Form F2508/F2508A/F2508G must be supplied

8.4 The Town Clerk shall be empowered to suspend the provision of the Services in the event of non-compliance by the Contractor with issues concerning health and safety matters. The Contractor shall not resume provision of the Services until the Town Clerk is satisfied that the non-compliance has been rectified.

9. ASSIGNMENT AND SUB-CONTRACTING

The Contractor shall not:

9.1 assign the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof; or

9.2 sub-contract the provision of the Services or any part thereof to any person without the previous written consent of the Town Clerk which consent (if given) shall not relieve the Contractor from any liability or obligation under the contract and the Contractor shall be responsible for the acts, defaults or neglect of any sub-Contractor or its agents, servants or workmen, notwithstanding that the Council shall require as a condition of giving any consent to sub-contract a direct warranty and undertaking from the sub-Contractor concerning the provision of the Services and compliance with the Contract in all respects.

10. LIABILITY, INDEMNITY AND INSURANCE

10.1 Neither the Council nor the Contractor shall exclude or limit liability to the other Party for death or personal injury caused by its negligence or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982

10.2 The Contractor shall be liable for and shall fully and promptly indemnify and keep indemnified the Council fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Contract including in respect of any death or personal injury, loss of or omission of the Contractor. The minimum level for both Public Liability and Employers Liability held by the contractor will be £5m. This clause shall not apply to the extent that the Contractor is able to demonstrate that such death or personal injury or loss or damage was not caused or contributed to by its negligence or default, or

negligence or default of its Staff or sub-Contractors or by any circumstances within its or their control.

10.3 Subject always to condition 10.2 the liability of either Party for Defaults shall be subject to the financial limits set out in this condition 10.4

10.4 The aggregate liability of either Party for all events resulting in direct loss of cash or damage to premises or property of the other under or in connection with the Contract shall in no event exceed £100,000 (One Hundred Thousand Pounds)

10.4.1 Subject always to condition 10.2 in no event shall either Party be liable to the other for:

- loss of profits, business, revenue or goodwill; and/or
- indirect or consequential loss or damage

10.5 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which, may be incurred by the Contractor, arising out of the Contractor's performance of the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.

10.6 The Contractor shall hold employers liability insurance in respect of Staff in accordance with any legal requirement for the time being in force.

10.7 The Contractor shall produce to the Town Clerk, on request, copies of all insurance policies referred to in this condition or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

10.8 If, for whatever reason, the Contractor fails to give effect to and maintain the insurance policies referred to in this condition or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

10.9 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in Condition 10.2

11. PROFESSIONAL INDEMNITY

11.1 The Contractor shall hold and maintain professional indemnity insurance cover and shall ensure that all professional Contractors or sub-Contractors involved in the provision of the Services hold and maintain appropriate cover. To comply with its

obligations under this condition 11.1 and as a minimum the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent sub-Contractor or contractor involved in the performance of the Services has a limit of indemnity of not less than £5m for any occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of six (6) years following the expiration or earlier termination of the Contract.

12. PRICE PAYABLE

12.1 The Price payable to the contractor for the Services shall be that stated in Form of Tender.

12.2 The Price payable for the Services to be provided under the Contract shall include without limitation the costs of all labour, equipment, fuel and materials to be supplied by the Contractor, all costs of purchasing, issuing, operating and maintaining vehicles, all travelling expenses involved, and all royalties, licence fees or other similar expenses in respect of the making, use or exercise by the Contractor of any invention or design for the purpose of performance of the Services and any additional items or expenses of whatever nature as may from time to time become necessary for the proper performance of the Services.

12.3 The Contractor shall not, and shall procure that none of its employees shall, solicit or accept any gratuity or tip or other form of money-taking or reward, collection or charge for any of the Services, save for the sums payable.

13. PAYMENT

13.1 The Contractor shall submit invoices following inspection and approval by the Town Clerk and the Council shall pay such amount as may properly be due to the Contractor under the terms of the Contract within Thirty days of the receipt by the Town Clerk of such invoice. The Town Clerk shall notify the contractor in writing within five days of receipt of the invoice if the Town Clerk considers any invoice submitted by the Contractor to be incorrect in any way stating the grounds for such withholding.

13.2 In addition to the sums payable the Council shall pay the Contractor such value added tax (if any) as may be properly chargeable by the Contractor in connection with the provision of the services under legislation from time to time in force and the Contractor shall issue a tax invoice in respect thereof.

13.3 The Council may reduce payment in respect of any Services which the Contractor has failed to provide or has provided inadequately, without prejudice to any other rights or remedies of the Council.

13.4 The Contractor shall not be entitled to suspend provision of the Services unless the contractor is entitled to terminate the Contract under Condition 13.1 for the failure to pay undisputed charges.

14 RECOVERY OF SUMS

14.1 Whenever, under the Contract any sum of money shall be recoverable from or payable by the Contractor to the Council, the same shall be deducted from any sum then due, or which at any time thereafter may become due to the Contractor under the Contract or any other contract between the Contractor and the Council.

14.2 In the event of any failure by the Contractor to pay the Council any sum due under the Contract or under any other Contract between the Contractor and the Council the Contractor shall further pay to the Council interest at the rate of 1% per month on any such sum. Such interest shall run from day to day and shall accrue before and after any judgement and shall from time to time be compounded monthly on the amount overdue until payment thereof.

14.3 The Council may at any time during the Contract period make claims under the bond in respect of any monies howsoever becoming due to the Council under the Contract.

15. TERMINATION

15.1 The Council may terminate this Contract if:

15.1.1 The Contractor shall do all or any of the following:

- commit a breach of any of its obligations under the contract (each such obligation being a condition of the contract not a warranty); or
- suspend any payment to or convene to hold a meeting of creditors or commit an act of bankruptcy or (being a company) shall have a receiver appointed pursuant to the Insolvency Act 1986 (as amended) or by the court or any debenture hold or shall have an administrator appointed pursuant to the Insolvency Act 1986 (as amended) or shall go into liquidation (other than for the purpose of amalgamation or reconstruction) with its creditors or any arrangement for the benefit of such creditors or if distress or execution shall be levied or threatened upon any of its property or any judgement against it shall remain unsatisfied for more than 14 days; or
- there shall be any change in control of the Contract or (where the Contractor is a subsidiary company) its ultimate holding company; or
- any of the warranties and representations set out in Standard Condition 2 shall prove to be untrue or incorrect then in any such circumstances the Council may without prejudice to any of its remedies under the Contract and without prejudice to any rights of action which shall accrue or shall have already accrued to the Council do all or any of the following:
 - (a) retain any amount due to the Contractor howsoever arising from the Council; and
 - (b) without determining the whole of the Contract, determine the Contract by notice in writing to the contractor having immediate effect in respect of such part of the Services

as may be specified in such notice whereupon a corresponding reduction in the sums due shall be made.

15.2 The rights of the Council under Standard Conditions 15.1 are in addition and without prejudice to any other right the Council may have to claim the amount of any loss or damage suffered by the Council on account of the acts or omissions of the contractor whether pursuant to the bond or guarantee and indemnity given in accordance with the bond undertaking or otherwise.

16. CONSEQUENCES OF TERMINATION

16.1 Upon such termination, in addition to such consequences are set out in the other provisions of the Contract:

16.1.1 the Contractor shall forthwith cease to perform any of the Services.

16.1.2 the Contract shall fully and promptly indemnify the Council in respect of the cost of causing to be performed such Services as would have been performed by the Contractor during the remainder of the Contract period to the extent that such cost exceeds such sums as would have been lawfully payable to the Contractor for performing such services. The Council shall be at liberty to have such Services performed by any persons (whether or not employees of the Council), as the Council shall in its entire discretion think fit and shall be under no obligation to employ the least expensive method of having such Services performed.

16.1.3 The Council shall be under no obligation to make any further payment to the Contractor and shall be entitled to retain in its hands any payment which may have fallen due to the Contractor before termination until the Contractor has paid in full to the Council all sums due under this Contract or to deduct there from any sum due from the Contractor to the Council under this Contract.

16.2 Termination of the Contract shall be without prejudice to the rights and remedies of the Contractor and the Council accrued before such termination and nothing in the Contract shall prejudice the right of either party to recover any such amount outstanding at the termination howsoever arising.

17. BRIBERY AND CORRUPTION

The Council shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if;

a) the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do so or for having done or forborne to do any action in relation to the Contract or any other contract with the Council,

or

b) the like acts shall have been done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor).

or

c) in relation to any contract with the Council the Contractor or person employed by it or acting on its behalf shall

i) have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or

ii) Have given any fee or reward the receipt of which is an offence under Section 117 (2) of the Local Government Act 1972.

18. WHOLE CONTRACT

The Contract shall constitute the whole agreement and understanding of the parties as to the subject matter hereof and there are no prior contemporaneous agreements between the parties with respect thereto.

19. AGENCIES

The Contractor shall not be or be deemed to be an agent of the Council and the Contractor shall not hold itself out as having authority or power to bind the Council in any way.

20. WAIVER

Failure by the Council at any time to enforce the provision of the Contract or to require performance by the Contractor of any of the provisions of the Contract shall not be construed as a waiver of any such provision and shall not affect the validity of the contract or any part thereof or the right of the Council to enforce any provision in accordance with its terms.

21 SEVERANCE

If any provision of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

22. AMENDMENTS

No amendments to the Contract shall be binding unless in writing and signed by the Town Clerk and a duly authorised representative of the Contractor and expressed to be for the purpose of such amendment.

23. INCONSISTENCY

In the event of and only to the extent of any conflict between the body of the Contract, Specification, Invitation to Tender, Contractors Tender and other documents referred to or attached to the contract, the conflict shall be resolved in accordance with the following order of precedence:

The body of the Contract shall prevail over:

- (a) the Schedules
- (b) the Invitation to Tender
- (c) the Contractors Tender
- (d) any other document referred to in the Contract.

24. LAW

The Contract shall be governed by and construed in accordance with the laws of England and the Contractor irrevocably submits to the jurisdiction of the English courts.

25. REPRESENTATION

While the Council will use its best endeavours to provide accurate and reliable information to assist the Contractor in the preparation of the tender the Council in no way warrants the truth or accuracy or any representation made by or on behalf of the Council when entering into this Contract.

26. ENVIRONMENTAL REQUIREMENTS

The Contractor shall, when working on the Council's premises, perform the Services in accordance with the Council's environmental policy which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances to health and the environment.

27. BEST VALUE DUTY

27.1 The Contractor acknowledges that the Council is subject to secure the best value in its work, and the provisions of this condition are intended to assist the Council in discharging this duty in relation to the services.

27.2 The Contractor shall, throughout the Contract Period, but only to the extent of its obligations in the Contract, make arrangements to secure continuous improvements in the way in which the Services are provided, having regard to the combination of economy, efficiency and effectiveness.

28. MONITORING PERFORMANCE

The Contractor shall comply with the monitoring arrangements as set out in the Specification including but not limited to providing such data and information as the contractor may be required to produce under the Contract.

29. DISPUTES

Any disputes between the parties concerning the interpretation of these Conditions or the performance of the Services shall be referred to an Arbitrator to be agreed upon by the parties.

30. MEDIATION IN THE EVENT OF DISPUTE

Without prejudice to all other rights and remedies available to the parties, if any dispute arises in connection with the contract, the Town Clerk or Director, or Senior Representatives of the Contractor with authority to settle the dispute will within fourteen days of the written request from one party to the other meet in good faith to resolve the dispute. If the dispute is not resolved at that meeting the parties will attempt to settle the dispute by mediation. To initiate the mediation a party must give notice in writing ("ADR Notice") to the other party to the dispute requesting mediation. The mediation will start not later than fourteen days after the date of the ADR Notice. If the dispute is not resolved following mediation within on calendar month of a written request to resolve the dispute by arbitration Condition 34 below shall apply.

31. ARBITRATION

Subject to any detailed provision otherwise herein contained any disputed matter under the Contract may be referred to arbitration under the Arbitration Act 1996 to a single arbitrator appointed by the parties to the Contract. If they do not agree the appointment then the President of the Royal Institute of Chartered Surveyors or the person for the time being authorised on his behalf may appoint the arbitrator at the request of either party.

32. WHISTLE BLOWING

32.1 The Contractor's attention is drawn to the published guidance on whistleblowing which is intended to encourage and enable Council Staff as well as staff of Contractors and contractors or organisations providing goods and services to the Council to raise serious concerns with the Council.

32.2 Whistleblowing provides a mechanism should the Contractor have concerns that the Council:

- (a) has acted unlawfully
- (b) is or has provided services falling below establishment standards
- (c) committed an act of impropriety
- (d) put the health and safety of people at risk.

33. BRITISH STANDARDS OR EQUIVALENTS RECOGNISED BY ANOTHER MEMBER STATE OF E.E.C

Where an appropriate British Standards Specification or British Standard Code of Practice issued by the British Standards Institute is current, all goods used or supplied and all workmanship shall be in accordance with that Standard or equivalent recognised by another Member State of the E.U.

34. OBSERVANCE OF STATUTORY REQUIREMENTS

The Contractor shall comply with all statutory and other provisions to be observed and performed in connection with the Services and shall indemnify the Council accordingly.

35. RIGHTS AND DUTIES RESERVED

All rights and duties which the Council has as a Local Authority or which the Council's Officers have as Local Authority Officers are expressly reserved.

36. LEGAL FEES

Each party shall bear its own legal and other fees in relation to the preparation and submission of the Tender documents and any formal Contract documents arising therefrom.

37. SERVICE OF NOTICE ON CONTRACTOR

Any notice to be given to the Contractor under the terms of the Contract shall be served post to or by leaving it at the Contractor's principal place of business or in the event of the Contractor being a Company to or at its registered office.

38. SERVICE OF NOTICE OF COUNCIL.

Any notice to be given to the Council under the terms of the Contract shall be served by addressing the same to the Town Clerk and sending it by post or leaving it at the Council Offices The Pavilion, King George V Playing Field, Bull Lane, Rayleigh, Essex, SS6 8JD.

39. VARIATIONS

The Council may, without invalidating this Contract, order any additions to or omissions from or may vary the sequence of Services or the timescales for execution of Services and any such instructions shall be valued by the Council on a fair and reasonable basis.

39.1 The valuation shall where appropriate include an element of any items of a preliminary nature but shall NOT include any allowance for disruption to the regular process of the Services or for any direct loss and/or expense for which the Contractor may be reimbursed by payment under any other provisions of this Contract.

39.2 Where appropriate the rates/prices and percentage adjustments which have been inserted in the Tender documents by the contractor, shall form the basis for payment by the Council to the Contractor. Where the prices inserted are not similar or easily comparable then the Council and Contractor may agree between them a fair and reasonable price for the work prior to the Contractor carrying out the fully completing Services. Such negotiation shall not prejudice the execution of the Services as required under the Contract.

39.3 Upon request to do so, or upon receipt of the Council's instruction, the Contractor shall submit a firm price quotation within a period of five (5) working days.

39.4 The Council may issue instructions as to the expenditure or treatment of any provisional items/ quantities /sums. Expenditure of any provisional items/quantities/sums shall be valued in accordance with this Clause.