



***RECONVENED CABINET  
Monday, 29th July, 2013***

You are invited to attend the reconvened meeting of **Cabinet**, which will be held at:

**Council Chamber, Civic Offices, High Street, Epping  
on Monday, 29th July, 2013  
at 7.00 pm .**

**Glen Chipp  
Chief Executive**

**Democratic Services  
Officer**

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Members:

Councillors C Whitbread (Leader of the Council) (Chairman), Ms S Stavrou (Deputy Leader and Finance and Technology Portfolio Holder) (Vice-Chairman), R Bassett, W Breare-Hall, Mrs A Grigg, D Stallan, H Ulkun, G Waller and Mrs E Webster

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**LISTED BELOW ARE THE REMAINING ITEMS OF BUSINESS TO BE CONSIDERED  
FOLLOWING THE ADJOURNMENT OF THE MEETING ON 22 JULY.**

**MEMBERS ARE REQUESTED TO BRING THEIR AGENDA FROM THE ADJOURNED  
MEETING WITH THEM.**

**1. WEBCASTING INTRODUCTION**

- (a) This meeting is to be webcast;
- (b) Members are reminded of the need to activate their microphones before speaking; and
- (c) the Chairman will read the following announcement:

"I would like to remind everyone present that this meeting will be broadcast live to the Internet and will be capable of subsequent repeated viewing, with copies of the

recording being made available for those that request it.

By being present at this meeting, it is likely that the recording cameras will capture your image and this will result in your image becoming part of the broadcast.

You should be aware that this may infringe your human and data protection rights. If you have any concerns then please speak to the Webcasting Officer.

Please could I also remind Members to activate their microphones before speaking.”

**2. APOLOGIES FOR ABSENCE**

(Assistant to the Chief Executive) To be declared at the meeting.

**3. DECLARATIONS OF INTEREST**

(Assistant to the Chief Executive) To declare interests in any item on this agenda.

**4. MINUTES**

To confirm the minutes of the last meeting of the Cabinet held on 10 June 2013 (previously circulated).

**5. REPORTS OF PORTFOLIO HOLDERS**

To receive oral reports from Portfolio Holders on current issues concerning their Portfolios, which are not covered elsewhere on the agenda.

**6. PUBLIC QUESTIONS**

To answer questions asked by members of the public after notice in accordance with the motion passed by the Council at its meeting on 19 February 2013 (minute 105(iii) refers) on any matter in relation to which the Cabinet has powers or duties or which affects the District.

**18. ANY OTHER BUSINESS**

Section 100B(4)(b) of the Local Government Act 1972, together with paragraphs (6) and (24) of the Council Procedure Rules contained in the Constitution require that the permission of the Chairman be obtained, after prior notice to the Chief Executive, before urgent business not specified in the agenda (including a supplementary agenda of which the statutory period of notice has been given) may be transacted.

In accordance with Operational Standing Order 6 (non-executive bodies), any item raised by a non-member shall require the support of a member of the Committee concerned and the Chairman of that Committee. Two weeks' notice of non-urgent items is required.

**18(a) PROCUREMENT OF THE WASTE MANAGEMENT CONTRACT - PRE-QUALIFICATION QUESTIONNAIRES AND INITIAL DOCUMENTS (Pages 5 - 328)**

(Environment Portfolio Holder) To consider the attached report (C-019-2013/14).

- 18(b) ACQUISITION OF 79 PYRLES LANE, LOUGHTON (Pages 329 - 332)**  
 (Asset Management & Economic Development Portfolio Holder) To consider the attached report (C-020-2013/14).
- 19. EPPING HALL - SPORTS AND LEISURE FEASIBILITY STUDY (Pages 333 - 360)**  
 (Leisure & Wellbeing Portfolio Holder) To consider the attached report (C-013-2013/14).
- 20. CORPORATE PLAN KEY OBJECTIVES 2012/13 - OUTTURN REPORT (Pages 361 - 380)**  
 (Leader of the Council) To consider the attached report (C-017-2013/14).
- 21. NEIGHBOURHOOD PLANNING (Pages 381 - 396)**  
 (Planning Portfolio Holder) To consider the attached report (C-014-2013/14).
- 22. CONSTRUCTION OF ARTIFICIAL GRASS SPORTS PITCH - TOWN MEAD, WALTHAM ABBEY (Pages 397 - 400)**  
 (Leisure & Wellbeing Portfolio Holder) To consider the attached report (C-015-2013/14).
- 23. DELEGATION OF POWERS FROM ESSEX COUNTY COUNCIL UNDER THE FLOOD AND WATER MANAGEMENT ACT 2010 (Pages 401 - 404)**  
 (Environment Portfolio Holder) To consider the attached report (C-016-2013/14).
- 24. FINANCE AND PERFORMANCE MANAGEMENT CABINET COMMITTEE - 20 JUNE 2013 (Pages 405 - 412)**  
 (Finance & Technology Portfolio Holder) To consider the minutes of the recent meeting of the Finance & Performance Management Cabinet Committee, held on 20 June 2013, and any recommendations therein.
- 25. EXCLUSION OF PUBLIC AND PRESS**

Exclusion

To consider whether, under Section 100(A)(4) of the Local Government Act 1972, the public and press should be excluded from the meeting for the items of business set out below on grounds that they will involve the likely disclosure of exempt information as defined in the following paragraph(s) of Part 1 of Schedule 12A of the Act (as amended) or are confidential under Section 100(A)(2):

Agenda Item No	Subject	Exempt Information Paragraph Number
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The Local Government (Access to Information) (Variation) Order 2006, which came into effect on 1 March 2006, requires the Council to consider whether maintaining the exemption listed above outweighs the potential public interest in disclosing the information. Any member who considers that this test should be applied to any

currently exempted matter on this agenda should contact the proper officer at least 24 hours prior to the meeting.

Confidential Items Commencement

Paragraph 9 of the Council Procedure Rules contained in the Constitution require:

- (1) All business of the Council requiring to be transacted in the presence of the press and public to be completed by 10.00 p.m. at the latest.
- (2) At the time appointed under (1) above, the Chairman shall permit the completion of debate on any item still under consideration, and at his or her discretion, any other remaining business whereupon the Council shall proceed to exclude the public and press.
- (3) Any public business remaining to be dealt with shall be deferred until after the completion of the private part of the meeting, including items submitted for report rather than decision.

Background Papers

Paragraph 8 of the Access to Information Procedure Rules of the Constitution define background papers as being documents relating to the subject matter of the report which in the Proper Officer's opinion:

- (a) disclose any facts or matters on which the report or an important part of the report is based; and
- (b) have been relied on to a material extent in preparing the report and does not include published works or those which disclose exempt or confidential information (as defined in Rule 10) and in respect of executive reports, the advice of any political advisor.

Inspection of background papers may be arranged by contacting the officer responsible for the item.

## **Report to the Cabinet**

**Report reference:** C-019-2013/14

**Date of meeting:** 22 July 2013



**Epping Forest  
District Council**

**Portfolio:** Environment

**Subject:** Procurement of the Waste Management Contract – Pre-  
Qualification Questionnaires and Initial Documents

**Responsible Officer:** John Gilbert (01992 564062)

**Democratic Services Officer:** Gary Woodhall (01992 564470)

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### **Recommendations/Decisions Required:**

**(1) That following the assessment of pre-qualification questionnaires, the following eight companies be accepted into the next stage of the contract procurement, namely:**

- (i) Biffa;**
- (ii) Enterprise/Amey**
- (iii) FCC;**
- (iv) Kier;**
- (v) Serco;**
- (vi) Sita;**
- (vii) Urbaser; and**
- (viii) Veolia;**

**(2) That, following the assessment of pre-qualification questionnaires, the following two companies be rejected, namely:**

- (i) Acumen; and**
- (ii) Bywaters;**

**(3) That the Descriptive Document, Conditions of Contract and draft specifications for Lot 1 and Lot 2 services be approved for the purposes of the Invitation to Submit Outline Solutions (ISOS) stage of the procurement process;**

**(4) That as part of the documents referred to in recommendation (3) above, the contractor be required to provide all vehicles, plant and equipment subject to the Council taking ownership of those assets in the event of the contract coming to an unplanned cessation, for whatever reason; and**

**(5) To note that the Chairman of Council has given her approval to the above decisions not being subject to call-in provisions.**

**Executive Summary:**

As part of the procurement of the waste etc. contract, Pre-Qualification Questionnaires (PQQs) were issued to all contractors who responded to the notice placed in the Journal of the European Union. The PQQs were assessed by the officer and consultant project team against strict assessment criteria which included financial stability and the ability to deliver all the services being procured. This report sets out the outcome of that PQQ assessment process.

The next element of the procurement process is the first stage of Competitive Dialogue. This requires the issue of an initial suite of documents, the Descriptive Document, Conditions of Contract and draft specifications. This report attaches those documents for consideration by Cabinet. It should be noted that these might, and indeed probably will, change through the Competitive Dialogue process.

**Reasons for Proposed Decision:**

To enable the commencement of the next phase of procurement through approving the qualified contractors and the initial suite of associated documents.

**Other Options for Action:**

The only options are:

- (1) to amend the recommended list of accepted and rejected contractors, but this could result in a challenge due to the Council not following the rules for the assessment of the PQQs as set out in the original notice in the European Journal; and/or
- (2) to not approve the initial documents, or to amend them prior to issue.

**Report:**

Pre-Qualification Questionnaires

1. The procurement of the waste etc. contract commenced at the beginning of June with the issue of Pre-Qualification Questionnaires (PQQs). Contractors interested in providing services were required to complete a complex questionnaire which sought details of, amongst other things:

- company structures
- company finances and insurances
- ability to deliver the services being tendered
- health & safety
- equalities
- business continuity

2. With regards to the services being procured, these are divided in to 3 Lots:

- Lot 1: waste, recycling, street cleansing and abandoned vehicles;
- Lot 2: grounds maintenance; and
- Lot 3: fleet operations.

Prospective service providers were only able to offer to provide services within Lots 2 and 3, if they were offering to deliver Lot 1 services. The Council also reserved the right to withdraw the services in Lots 2 and 3 at any time during the procurement exercise.

3. The deadline for the receipt of PQQs was noon on 5 July 2013. By the deadline 10 PQQs had been received. The issues referred to in paragraph 1 above were scored by the project team (consisting of officers from the Office of the Deputy Chief Executive, Environment & Street Scene, Finance & ICT, Corporate Support Services, Essex County Council and the Council's consultants, WYG). The assessment methodology was either assessing a factor as Pass or Fail (e.g. in relation to finances and insurances) or applying a score of 0 to 5, where a score of 3 and above was required to constitute a pass (e.g. service experience and business continuity). The project team met on 11 July to moderate the scores awarded, to ensure that there was consistency in approach and that 'unusual' scores were explained and considered.

4. The overall outcome of the PQQ assessment process is set out in Appendix 1. It is not possible in the public part of the agenda to set out all of the assessment scores and reasons for failure, since to do so would put commercially sensitive information into the public domain. However, the primary reason for rejecting Acumen and Bywaters related to the fact that neither company was able to demonstrate that it had a track record in delivering the key Lot 1 services. It is worth noting that additional financial checks will be carried out during the later stages of the procurement process to ensure that financial circumstances have not significantly changed during the intervening period. All of the assessment documentation is available as a confidential background paper. **(Recommendations (1) and (2))**

#### Initial Suite of Documents

5. The next stage of the procurement process is the first stage of Competitive Dialogue. Competitive Dialogue is a process whereby the Council can enter into discussions with prospective service providers regarding the delivery of the tendered services. This will enable consideration to be given to issues such as depot provision, management of vehicles and changes to existing service arrangements. It is for this reason that there will be changes to the attached documents as the process moves forward.

6. However, at this stage, Cabinet is requested to approve the initial suite of documents, comprising the Descriptive Document, Conditions of Contract and the draft specifications for Lot 1 and Lot 2 services. These are attached as Appendix 2 **(Recommendation (3))**

7. Following the demise of the contract with South Herts Waste Management, the Council, as part of its risk management overview, took the view that it preferred to retain ownership of the key waste service fleet, this being primarily the refuse freighters. However, time has moved on, and WYG advise that it is common practice now to require the contractor to provide all vehicles, plant and equipment. This is therefore the approach being recommended, using the Contract to protect the Council's interest through ownership of these assets transferring to the Council in the event of the contract coming to an unplanned end. **(Recommendation (4))**

#### Next Stages

8. A Bidders' day is to be held on 31 July at North Weald Airfield. This will provide an opportunity for the contractors who have had their PQQs approved to have initial discussions with the Council regarding the procurement exercise. The day will also include a tour of the District so that the contractors can view the existing depot accommodations as well as getting a general 'feel' for the area.

9. The next stage is then the first tranche of Competitive Dialogue, which will take place over the first two weeks in August. Following this, the prospective contractors will be required to work up their first 'tender' for the delivery of services. During the consideration of these bids, a decision will be required on whether the Grounds Maintenance service is to be further tested or whether it should be withdrawn from the process and remain in house. That decision will form part of the report will be considered by Cabinet in October 2013.

#### Waiver of Call-In

10. As can be seen from the timeline referred to above, the Bidders' Day and first tranche of Competitive Dialogue interviews are scheduled to immediately follow this Cabinet meeting. This is necessary to be able to meet the very tight procurement deadlines. Therefore, permission has been sought from the Chairman of Council to waive the call-in arrangements for these decisions as the outcome of the PQQ assessment is an objective exercise based on agreed criteria and the initial suite of documents are subject to review as part of the Competitive Dialogue process. The Chairman of Council has agreed, on the grounds of urgency, to this request. **(Recommendation (5))**

#### Portfolio Holder's Advisory Group

11. The Environment Portfolio Holder's Advisory Group met on 15 July 2013 and considered the contents of this report. The Group went through the detail of the Descriptive Document and took an overview of the Conditions of Contract and the initial specifications for the waste and grounds services. The Group recognised that these documents could change over time through the Competitive Dialogue process.

12. The Advisory Group was content to agree the documents for consideration by this Cabinet.

#### **Resource Implications:**

DDF budget provision of £100,000. WYG appointed in the sum of £65,000, therefore adequate budget remains at this point in time.

#### **Legal and Governance Implications:**

Procurement process in accordance with EU procurement regime, following the Competitive Dialogue route. Only those PQQs received by the deadline of 5 July were assessed, and only those 8 which passed all the required assessment parameters have been recommended for approval.

The consent of the Chairman to waive call-in has been sought and approved in accordance with the Council's Constitution.

#### **Safer, Cleaner and Greener Implications:**

None at this stage, but the services being procured have a critical impact on the environment of the District, and all relevant Safer, Cleaner and Greener will be incorporated during the Competitive Dialogue phases and through the final contract documentation.

#### **Consultation Undertaken:**

None at this stage.



## **Background Papers:**

Outcome of the PQQ assessment process (Commercially sensitive information).

## **Impact Assessments:**

### Risk Management

The only significant risk at this time arises from a Cabinet decision to not approve the recommendations as set out. This would have a number of potential consequences:

- (1) a challenge under EU procurement legislation in respect of a decision to exclude a contractor who passed the PQQ assessment criteria;
- (2) a challenge under EU procurement legislation in respect of a decision to include a contractor who had not passed the PQQ assessment criteria;
- (3) very significant impact on the procurement timeline if the initial documents are not approved at this time

Members are asked to note that the Competitive Dialogue process does enable detailed discussions with prospective contractors and that sufficient time has been factored into the procurement programme at the later critical stages to ensure that, for example, a waiving of call-in will not be required.

Recommendation (4) amends the Council's current approach to the management of the risk associated with an early termination of the contract through ensuring that even though all vehicles, plant and equipment are provided through and owned by the contractor, in the event of an early cessation the Contract provides for the Council to take possession of all such assets

### Equality and Diversity:

There are clearly equality issues which may arise during the procurement process in respect of ensuring that the service specifications take fully into account the needs of a diverse population. This will be pursued through the Competitive Dialogue process to ensure that equalities issues are fully explored and services provided which comply with equalities principles.

In assessing the PQQs, contractors were required to include within their documentation their equalities policies, and these were assessed by the Council's Equalities officer. All the 8 recommended contractors passed that element of the PQQ assessment.

Appendix 1 – Summary of PQQ Assessment

	Acumen	Biffa	Bywaters	Enterprise Amey	FCC Environment	Kier	Serco	Sita	Urbaser	Veolia
<b>Company information</b>	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
<b>Meet set financial criteria</b>	YES	YES	<b>NO</b>	YES	YES	YES	YES	YES	YES	YES
<b>Insurances</b>	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
<b>Contract experience</b>	<b>FAIL</b>	PASS	<b>FAIL</b>	PASS	PASS	PASS	PASS	PASS	PASS	PASS
<b>Staffing</b>	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
<b>Prof. Memberships</b>	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
<b>Health &amp; safety</b>	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
<b>Equalities</b>	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
<b>Business continuity</b>	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
<b>Select for next stage</b>	<b>NO</b>	YES	<b>NO</b>	YES	YES	YES	YES	YES	YES	YES

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## **Appendix 2 – Initial procurement documentation**

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**Description:** To provide instructions and guidance regarding the tender process and allow tenderers to develop their understanding and knowledge of the range of services required.

**Circulated to:** Project team for comment

**Review:** ongoing

Version	Date	Notes/Comments
Final	18/07/2013	



# Epping Forest District Council

**CONTRACT FOR THE PROVISION OF WASTE AND RECYCLING COLLECTION,  
STREET CLEANSING, GROUNDS MAINTENANCE AND FLEET SERVICES**

Section 1 – Descriptive Document and Invitation to Submit Outline Solutions

(ISOS Final Draft)

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Appendix A: Confidentiality Agreement (ref TUPE information)

Appendix B: Tender Evaluation Model

## Introduction

- 1.0 Epping Forest District Council (the Council) has decided to procure through a Competitive Dialogue Procedure pursuant to The Public Contracts Regulations 2006, a Contract for the provision of Waste and Recycling Collection, Street Cleansing, Grounds Maintenance and Fleet Services (the Services).
- 2.0 The Council now invites Tenderers to participate in the procurement, through Competitive Dialogue process, for the provision of the Services within and throughout the Council area.

## The Council's Vision

- 3.0 The Council's Vision is to provide high quality services while providing best value for the taxpayer and a reduction in negative environmental impacts.

## The Aims

- 4.0 The primary aim of this procurement exercise is to renew / replace the current contractual arrangements for waste and recycling collections and street cleansing and for the collection of abandoned vehicles and to integrate those services, but there are complementary aims which are: -
  - To market-test the in-house service for grounds maintenance services and, allied with this, to seek an arrangement to renew the current contract for arboriculture;
  - To establish and exploit synergies between grounds maintenance and street cleansing services, whether or not grounds maintenance is part of this contract;
  - To market-test the in-house service for fleet management and maintenance;
  - To seek an innovative solution in relation to depot provision;
  - To seek an innovative approach to the provision of trade waste collection and recycling
  - To assist the Council in reaching a minimum average recycling rate in excess of 60%;
  - To have a streamlined client function within the Council using up-to-date ICT provided through this contract;
  - To provide efficient, safe and effective waste collection services that residents can access and use easily and efficiently;
  - To encourage behavioural and attitudinal changes in residents to develop and instil responsible waste management practice and to maintain or improve residents' satisfaction;
  - To at least maintain, and where economic to do so to improve, street cleansing standards; and
  - Where affordable to strive for innovation and added value.

## The Contract

- 5.0 The current requirements for each element of service will be set out in the Specification, but will be subject to discussion through the Competitive Dialogue process to determine whether improvements and economies can be

made. No reduction in standard of service is acceptable and preferably an improved level of service will be sought.

- 6.0 The Council would wish, in particular, to discuss at dialogue the following potential service changes:
- a. Whether a change in the collection methodology for dry recyclables would be of benefit (e.g. to include glass with the co-mingled materials)
  - b. Whether an incremental change from sack based collection of dry recyclables to one based on the wheeled bin would provide performance improvements
  - c. Although the Council will offer a depot for the initial 12 months of the Contract Period, an alternative would be desirable: the Council has identified various plots of land on which a depot could be built; or Tenderers may have other options to offer.

### **The Council Area and Current Services**

#### **7.0 Epping Forest District Council**

The Council comprises 133 square miles extending out from the edge of Greater London; north along the Lea Valley and the long length of Epping Forest; onwards as far as the River Stort and the town of Harlow, and north east along the Roding Valley into the very heart of rural Essex. The District comprises 24 parishes in the County of Essex. The Council has 58 elected Members and is governed through an Executive Cabinet with a Leader. It has elections by thirds with the next election scheduled for May 2014. It has a population of approximately 125,000. 40% of the population is in the south within the areas of Chigwell, Loughton and Buckhurst Hill on the outskirts of London. It also has the towns of Waltham Abbey and Epping together with rural villages and settlements in the north and east of the district. The Council's administrative centre is at the Civic Offices, High Street, Epping, Essex, CM16 4BZ

- 8.0 There are approximately 54,200 properties receiving Household Waste collections in the District. The service outline is as follows: -

Residual Waste – collected fortnightly from 180-litre wheeled-bins

Mixed Dry Recyclables (excluding glass) – collected fortnightly using sacks (supplied by the Council)

Glass – collected fortnightly from a box

Organic Waste (Food and Garden Waste) – collected weekly from 180-litre wheeled-bins

- 9.0 The annual total of all Household Waste collected in Epping Forest in 2012/13 was 51,081 tonnes made up as follows:

- (a) Residual waste to landfill: 20,984 tonnes;



- (b) recycled/reused: 14,471 tonnes (28.33%) comprising 10,634 tonnes of mixed dry recyclables, 3,074 tonnes of glass collected at the kerbside and 763 tonnes of other recyclables (from bring sites or bulky waste); and
- (c) composted: 15,626 tonnes (30.59%).
- 10.0 The Council currently operates 21 Bring Centres throughout the District which collect the following materials:
- 66 Glass banks
  - 13 Paper banks
  - 19 Textile & shoe banks
  - 5 Tetrapak banks
- The Council is also about to set up a six month bring bank pilot for the collection of small WEEE and cooking oil.
- 11.0 The Contractor is required to take ownership of dry recyclables collected and to ensure that they are recycled. The other waste fractions are delivered to Essex CC sites.
- 12.0 For street cleansing, the general standards that prevail are those set out in the Environmental Protection Act, 1990 and the associated Code of Practice although there are some additional requirements within the town centre and shopping areas.
- 13.0 Litter bins and dog waste bins are also emptied and maintained as part of the street cleansing service; and the removal of fly tipping and the collection of abandoned vehicles will form part of this Contract.
- 14.0 The Council continues to use an adapted form of the former NI195 indicator for measuring the cleanliness of the environment and the results for 2012/13 are as follows:
- (a) KPI 22: litter 7%
  - (b) KPI 23: detritus 9%
- 15.0 The Council delivers general grounds maintenance services in-house and wishes, as part of this procurement and as part of the ISOS stage, to assess whether this service delivers Best Value. Accordingly, tenders are sought in relation to these grounds maintenance services; and also in relation to arboriculture services, currently delivered by a separate contractual arrangement. The Council also delivers some fleet services in-house and the Council may wish, as part of this procurement but not as part of the ISOS stage, to assess whether this service delivers Best Value.

## TUPE

- 16.0 The Council takes the view that the Transfer of Undertakings (Protection of Employment) Regulations 1981 will apply to the award of this contract. TUPE information will be provided for the Invitation to Submit Outline Solutions (ISOS) subject to the signing of the Confidentiality Agreement

attached at Appendix A to this Descriptive Document and Invitation to Submit Outline Solutions.

- 17.0 The Council is currently in contractual arrangements with different private sector service providers for Lot 1 services: however one of these (whom operates the abandoned and unlicensed vehicles services) has clarified that no staff would be liable for a TUPE transfer. Lot 2 and Lot 3 services are operated in-house and in the event of these being part of the Contract the Council will be transferring staff for the first time on these services. For any Council staff transferring who are members of the Local Government Pension Scheme, there is a requirement that the Contractor takes on Admitted Body Status and has a Pension Bond in place.

### **Staffing and Resources**

- 18.0 For the avoidance of doubt Tenderers should not assume that the current staffing or resource levels or current arrangements are necessarily appropriate or adequate.

### **Procurement Process**

- 19.0 The procurement process will be through Competitive Dialogue to enable tenderers to develop and discuss proposals with the Council for unified waste/recycling collection schemes and any other operational improvements that can be achieved.
- 20.0 The main elements of the process are:
- Pre-qualification
  - Dialogue Phase
  - Tenderers' Submissions
  - Contract Award
- 21.0 There will be three stages of procurement:-
- a. Outline Solutions
  - b. Detailed Solutions
  - c. Final Tender

The Tender Evaluation Model for Outline Solutions stage is provided as Appendix B.

- 22.0 The Contract start date is 00.01 am, Monday 3 November 2014.
- 23.0 The Draft Timetable is set out below. Stages 3, 8 and 13 in the Draft Timetable indicate the stages of the selection process where the number of Tenderers going forward to the next stage is reduced.

## Draft Timetable

<b>Procurement Stage</b>		<b>From</b>	<b>Until</b>
1.	Issue of OJEU notice	3 June 2013	
2.	Deadline for return of PQQs		5 July 2013
3.	Evaluation of PQQs and selection of shortlisted tenderers	5 July 2013	29 July 2013
4.	Issue of Contract documentation (Outline Solutions)		30 July 2013
5.	Open Days for shortlisted tenderers		31 July 2013
6.	CD (Outline Solutions) opens, one dialogue meeting per tenderer	5 August 2013	13 August 2013
7.	Deadline for submission of tenders (Outline Solutions)		6 September 2013
8.	Evaluation and selection of tenderers for dialogue on Detailed Solutions	9 September 2013	1 November 2013
9.	Refinement of Contract documents	25 September 2013	1 November 2013
10.	Issue of Contract documentation (Detailed Solutions)		1 November 2013
11.	Dialogue (Detailed Submissions), one dialogue meeting per tenderer		November 2013
12.	Deadline for submission of tenders (Detailed Solutions)		23 December 2013
13.	Evaluation and selection of tenderers for dialogue on final tenders	24 December 2013	10 February 2014
14.	Refinement of Contract documents	21 January 2014	10 February 2014
15.	Issue of Contract documentation (Final Tenders)		11 February 2014
16.	Dialogue (Final Tenders), two dialogue meetings per tenderer		February 2014
17.	Close CD and call for Final Tenders		March 2014
18.	Deadline for submission of tenders (Final Tenders)		April 2014
19.	Final evaluation (including clarification process)		
20.	Confirm commitments, final clarifications, final due diligence and approvals		
21.	Alcatel period	30 June 2014	10 July 2014
22.	Award Contract		11 July 2014
23.	Mobilisation and Contract Start	12 July 2014	3 November 2014

**Contract Length**

24.0 The Contract length will be a key consideration during the Competitive Dialogue process. It is anticipated that the minimum contract length will be seven years and the maximum acceptable length will be ten years, each with

the possibility of an extension of the same period. Provisions to enable the Contract length to be extended are anticipated but will be subject to specific performance targets. The Contract length will also depend upon the nature and extent of the service investments the Contractor is proposing to make. The Council will reserve the right to terminate the Contract at key points giving not less than 18 months written notice.

## Specification

25.0 The Specification will set forth the existing service levels and the standards to which those services will be provided along with KPIs to measure performance. It will also set forth the parameters for future service provision the Council believes should be provided. The Specification will, subject to amendments arising from the Competitive Dialogue process, form part of the Contract and the successful tenderer will be bound to provide services in accordance with the Specification.

## Conditions of Contract

26.0 These are the terms and conditions which the Council proposes to enter into with the successful Tenderer. This document, subject to amendments arising through the dialogue process, will form part of the Contract and the successful tenderer will be bound to provide the services in accordance with the Conditions of Contract.

27.0 As part of the Competitive Dialogue process, the Council will wish to discuss these Conditions of Contract with Tenderers. Outline Solutions should be based upon the Conditions of Contract as drafted; but during the dialogue phase for Outline Solutions the Council will wish to discuss the following matters as a minimum:

- a. Contract Period;
- b. The form of Bond or other security;
- c. Performance Monitoring and Deductions; and
- d. Indexation.

28.0 Additionally, as part of their Outline Solutions Submission, each Tenderer is required to return a marked-up version of the Conditions of Contract with their comments. This will not be scored as part of the evaluation process for Outline Solutions.

## Premises and Depots

29.0 Services currently operate from the following depots: -

- Waste and Recycling Collections and Street Cleansing: Langston Road, Debden, Loughton IG10 3UE
- Grounds Maintenance: Langston Road, Loughton (as above) and Pyrles Lane, Loughton
- Fleet: Langston Road, Loughton (as above)

30.0 It is the Contractor's responsibility to provide and maintain suitable offices and depots for the parking of all vehicles and the administration of the

Contract in accordance with the Conditions of Contract and Specification. Should the Contractor wish to use any, or part of any, depot facilities listed above this will be on the basis of a lease agreement negotiated with the Council, such arrangement not forming part of the Contract: but the sites noted above are only likely to be available for the initial year of the Contract.

- 31.0 This Contract provides an opportunity to develop new depot facilities and to plan and develop strategic operational bases to support the Contract over its duration. The Council has identified three areas of land for potential depot use and the Competitive Dialogue process will be used to determine how tenderers propose to use or develop facilities at these or other sites. It is acknowledged that the length of the Contract will be a consideration when assessing future development options and tenderers' proposed investment in the Contract.

### **Equipment and Vehicles**

- 32.0 It will be the Contractor's responsibility throughout the Contract to procure and provide, at his expense, all Equipment and Vehicles to satisfactorily undertake the Services in accordance with the Conditions of Contract and Specification. All costs are to be included in the Tender. The Council will exercise a lien in respect of all vehicles and equipment owned or leased by the Contractor such that at Contract termination (howsoever caused) they will transfer to the Council and provision will be made in the Conditions of Contract for the Council to have the option to have the option to require vehicles to be transferred on termination of the Contract or for any vehicles on hire or lease to be assigned.
- 33.0 It should be noted that the Council operates and owns its vehicle fleet for Waste Collections, HGV Mechanical Sweeping and Grounds Maintenance services. These vehicles have been replaced and maintained on the basis of a rolling programme. The Council offers the Contractor the opportunity to purchase these vehicles to the Contract and any offers made in connection with these vehicles should be included in the Tenderer's submission.
- 34.0 All vehicles and carbon fuel driven plant used on this Contract shall be to the highest environmental standards relating to emissions, in the case of LGVs the minimum acceptable standard will be Euro VI at Contract commencement.
- 35.0 It may be possible for the Contractor to procure vehicles which are used exclusively for the delivery of Services on this Contract with the aid of funding arranged through the Council. Should a Contractor wish to consider the use of this option, further consideration can be given during Competitive Dialogue. However, the Tenderer will be deemed to have included in any Tender all costs and expenses in relation to vehicles and equipment whether or not this option is considered or used.

### **Mobilisation Period**

- 36.0 The intention is to award the Contract to the successful Tenderer in early July 2014 to leave a mobilisation period of around four months. During this period

the Contractor will be required to submit an updated mobilisation plan to ensure full Services to Contract Standard on the due date.

- 37.0 During the mobilisation period the Contractor will be required to organise and attend a series of meetings with the Council specifically to discuss mobilisation and to update the mobilisation and resource plans. There will also be a need for the Contractor to attend various Council Committees as well as, potentially, Parish and other public meetings during this period. The Contractor is considered to have made sufficient allowance in their Tender for the level of attendance required.

### **Carbon Reduction**

- 38.0 The Contractor will be required to outline all operational proposals for managing the environmental aspects of the Services to be provided under this contract. The following should be included: -

- Proposed Environmental Management systems and how they will be specifically applied to the service.
- Demonstration that the choice of vehicles, fuels and the design of the collection rounds are logistically efficient for each element of the service and that this represents minimisation of fuel use and carbon produced.
- Arrangements in place to ensure supply chain arrangements for all elements of this Service deliver Best Value and the lowest environmental impact.
- Maintenance of vehicles undertaken to ensure maximum performance and minimised emissions and fuel use throughout the Contract period.
- A range of targets over the Contract period to reduce:-
  - Fuel use
  - Carbon emissions
  - Environmental impact of service
  - Residual waste

- 39.0 The Contractor should also include any other carbon reduction measures considered appropriate and which can be validated.

### **Promotion and Education**

- 40.0 The Council recognises the need to communicate and promote the benefits of service changes. There is a need to engage with residents during such changes and to provide on-going support to ensure the services are understood, accepted and used by the residents. The Council will consider the need for a programme of promotion and publicity to support any service changes that will be implemented as a result of this contract. The Contractor will be required to participate in this programme and include in their Tender sufficient provision to support an effective level of household communications and promotional activity. The nature and extent of this provision will form part of the Competitive Dialogue process.

## **Tenderers' Open Day**

- 41.0 It is intended to hold a Tenderers' Open Day on 31 July 2013. Further opportunities can be arranged during the course of the Competitive Dialogue for additional visits and these will be notified accordingly.
- 42.0 A Confidentiality Agreement is included as Appendix A; and Tenderers should be prepared to sign this Agreement and bring it to the Open Day on 31 July; once this is received, Tenderers will be provided with confidential information, including TUPE data.

## **Responses and Enquiries**

- 43.0 All responses and enquiries will be handled through: -

John Gilbert  
Epping Forest District Council  
Civic Offices  
High Street  
Epping  
Essex  
CM16 4BZ

Email: [waste\\_procurement@eppingforestdc.gov.uk](mailto:waste_procurement@eppingforestdc.gov.uk)

## **Formalities regarding Submissions (Outline Solutions)**

### Sufficiency of Information

- 44.0 The Tenderer shall ensure that it is familiar with the content, extent and nature of its obligations as set out in the Tender Documents and shall in any event be deemed to have done so before submitting its Final Tender.
- 45.0 Tenderers will be deemed for all purposes connected with this procedure to have carried out all research, investigations and enquiries which can reasonably be carried out and to have satisfied themselves as to the nature, extent, volume and character of the Service (in the context of and as it is described in the Specification) and the extent of the labour, vehicles, depots, equipment, IT and other materials and resources which may be required and any other matter which may affect its Tender.

### Costs and Expenses

- 46.0 All costs, expenses and liabilities incurred by the Tenderer in connection with preparation and submission of Tenders will be borne by the Tenderer.
- 47.0 The Tenderer shall have no claim whatsoever against the Council in respect of such costs.

### Further Information and Enquiries

- 48.0 At any time before noon on 30 August 2013 the Tenderer may write to the Council requesting any information or raising any query in connection with the Tender Documents, the procedure leading to award of Contract or any other matter relating to the Services. Any such communication must be in writing by email to: [waste\\_procurement@eppingforestdc.gov.uk](mailto:waste_procurement@eppingforestdc.gov.uk)
- 49.0 Other than questions relating to the particular nature of a Tenderer's offer, questions and the responses will be circulated to all Tenderers.

#### Rejection of Tenders for Outline Solutions

- 50.0 Any Tender submitted will be rejected where the Tenderer carries out proposes to :
- a. Disclose to any third party prices shown in its Tender except where such disclosure is made in confidence in order to obtain quotations necessary for the purposes of financing or insurance; and/or
  - b. Enter into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices to be shown by any other Tenderer in its Tender; and/or
  - c. Fix prices in its Tender in accordance with any arrangement with any person or by reference to any other Tender; and/or
  - d. Directly or indirectly canvasses any Member or official of the Council or adviser to the Council concerning award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such Member, official or adviser concerning any other Tenderer or Tender submitted by any other Tenderer; and/or
  - e. Do anything improper to influence the Council during the procurement period.
- 51.0 For the avoidance of doubt any rejection of a Tender pursuant to paragraph 50 above shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct by a Tenderer may attract.

#### Confidentiality and Ownership of Documents

- 52.0 The Tender Documents and all other documentation issued by the Council relating to the Contract shall be treated by the Tenderer as confidential for use only in connection with the procurement process and any resulting Contract. The said documentation shall not be disclosed in whole or in part to any third party without the prior written consent of the Council save where such information has been disclosed for the purposes of obtaining quotations from proposed insurers and/or sub-contractors and other information required to be submitted with the Tender.
- 53.0 The provisions of the Confidentiality Agreement apply to all forms of information provided during this procurement process that is marked confidential.



- 54.0 The copyright in all the Contract Documents shall vest in the Council and all such documents and all copies thereof are and shall remain the property of the Council and must be returned to the Council upon demand.

### Freedom of Information Act

- 55.0 Epping Forest District Council is a Local Authority and therefore a “public authority” for the purposes of the Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004.
- 56.0 Accordingly, the information submitted to the Council by you may need to be disclosed in response to a request made by a third party under the Act. The Council may also decide to include certain information in the publication scheme which it is required to maintain under FOIA.
- 57.0 If you consider that the disclosure of any of the information included in your tender would prejudice your legitimate commercial interests, or would result in the disclosure of any of your trade secrets, please identify such information in a separate schedule and explain (in broad terms together with a time period after which the information could be disclosed) what harm may result from any disclosure by us pursuant to the FOIA. Tenderers must give a clear justification in writing why they prefer any information to be withheld.
- 58.0 The Council will consider all parts of the tender outside of the separate schedule to be appropriate to place in the public domain at the end of the tendering procedure.
- 59.0 Tenderers should be aware that, even where information is included in the separate schedule, the Council may still be required to disclose it under the FOIA if the application of the statutory tests by us following receipt of a request for information under the FOIA requires this, or if there is a successful appeal to the information commissioner.
- 60.0 The Council recognises legitimate commercial concerns of suppliers and when it considers it reasonably practicable to do so within the statutory timetable, will try to consult with the relevant Tenderer before disclosing information in the separate schedule pursuant to the FOIA. But the final decision will rest with the Council.
- 61.0 Tenderers should also note that the receipt by the Council of any material marked ‘confidential’ or equivalent wording shall not be taken to mean that the Council accepts any duty of confidence by virtue of marking.
- 62.0 If a request is received, the Council may also be required to disclose details of unsuccessful Tenders.

### Submission of Tenders

- 63.0 Tenders must be submitted by **1200 noon on Friday 6 September 2013** and in an envelope or package bearing the label provided by the Council. Packaging shall be securely sealed and shall not bear any distinguishing item or mark that indicates the identity of the sender.

64.0 The Tender shall comprise two hard copies of the submission together with two copies on a USB storage media that is certified virus free.

#### Tenderer's Warranties

65.0 In submitting the Tender, the Tenderer warrants, represents and undertakes to the Council that:

- It has in all respects complied with these instructions.
- All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or its staff in connection with or arising out of the Tender are true, complete and accurate in all respects.
- It has carried out its own investigations and research, has satisfied itself in respect of all matters relating to the Contract Documents and that it has not submitted the Tender and has not entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council.
- It has full power and authority to enter into the Contract and carry out the Services and will, if requested, produce evidence of such to the Council.
- It is of sound financial standing and the Tenderer and its directors, officers and employees are not aware of any circumstances (other than such circumstances that may be disclosed in the audited accounts or other financial statements of the Tenderer) submitted to the Council which may adversely affect such financial standing in the future.
- It has, and has made arrangements to ensure that it will continue to have, sufficient working capital, skilled staff, equipment, machinery, premises and other resources available to carry out the Services in accordance with the Contract and for the Contract Period.

## APPENDIX A

### TUPE INFORMATION - CONFIDENTIALITY AGREEMENT

#### **GUIDANCE NOTE**

The Council may only release the TUPE Information on receipt of a written request from Tenderers indicating their intention to participate in the Competitive Dialogue Process and to submit a tender together with the duly completed and signed Confidentiality Agreement provided below.

The Confidentiality Agreement and covering letter should be returned in an envelope marked "**Private and Confidential**" to:

Epping Forest District Council  
Civic Offices  
High Street  
Epping  
Essex  
CM16 4BZ

FAO: Fareeza Sheikh

On receipt of Confidentiality Agreement the TUPE information pertaining to the staff profile, including number of employees; length of service; and age of individuals, and details of the agreed terms and conditions of employment and relevant employment policies and practices that has been obtained from the incumbent contractors will be forwarded to the Tenderer. Tenderers should note that this information is only available in hardcopy format.

Upon receiving the TUPE information Tenderers must observe the conditions of the Confidentiality Agreement and in the TUPE Information pack. Tenderers are reminded that having receiving the TUPE Information if invited to tender then they must submit a TUPE tender offer.

**CONFIDENTIALITY AGREEMENT**

**THIS AGREEMENT** is made on the         day of                                 2013

**BETWEEN:**

On the one part,

**EPPING FOREST DISTRICT COUNCIL** whose principal office is situated at Civic Offices, High Street, Epping, Essex CM16 4BZ;

“The Council”;

And on the other,

[**TENDERER**], a company registered in [ ] with registered number [ ] and whose principal place of business is at [ ] (“Tenderer”).

Hereinafter together referred to as the “Parties”.

**WHEREAS:**

- A. The Tenderer is proposing to tender to the Council for a contract for the provision of Waste and Recycling Collection, Street Cleansing, Grounds Maintenance and Fleet Services (“the Contract”).
- B. Having considered the provisions of the European Acquired Rights Directive 1977/8 and the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the “Relevant Provisions”) and all subsequent related legislation, the Council considers (and for the purposes of this Agreement hereby acknowledges) that the same will apply to the letting of the Contract.
- C. The Council is willing to provide certain information with regard to the terms and conditions of employment of the workforce presently involved in the provision of the services, the nature of which is set out and specified in the Descriptive Document and Invitation to Submit Outline Solutions.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**1. Definitions and Interpretation**

1.1 In this Contract the following words shall have the following meanings:

- a) “Purpose” shall mean the discussions between the Council and the Tenderer during the Competitive Dialogue Process and submission of a Best and Final Offer for the Contract by the Tenderer;
- b) “Confidential Information” shall mean the information (whether verbal or in writing) disclosed or made available, directly or indirectly, by the

Council or its officers, representatives or advisers to the Tenderer or its representatives or advisers relating to those employees of the Council involved in the provision of the services, as more particularly specified in the Schedule to this Agreement.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.
- 1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking into account of any amendment, extension or re-enactment, and includes any subordinate legislation for the time being in force made under it.
- 1.5 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

## **2. Handling of Confidential Information**

- 2.1 In consideration of the provision by the Council of the Confidential Information the Tenderer hereby agrees and undertakes to keep the Confidential Information confidential and to use it only for the Purpose and for no other purpose, including the submission of any other tender which it may be invited by the Council to submit.
- 2.2 The Tenderer shall, and shall procure that its employees, representatives and advisers shall:
  - a) disclose the Confidential Information only to such employees of the Tenderer as are necessary to prepare for the Competitive Dialogue discussions and the tender submissions and then only on the same terms and conditions as are contained herein;
  - b) not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement;
  - c) not copy, reproduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose; and
  - d) apply the same degree of care to the Confidential Information as the Tenderer applies to its own Confidential Information, which the Tenderer warrants as providing adequate protection from unauthorised disclosure, copying or use.
- 2.3 The obligations contained in this Clause 2 shall survive the expiry or termination of this Agreement for any reason but shall not extend to any Confidential Information that:

- a) is or has become public knowledge other than by a breach of this Agreement;
- b) is, at the time of receipt, lawfully in the possession of the Tenderer on a non-confidential basis;
- c) is lawfully obtained by the recipient from a third party who is under no obligation restricting its disclosure;
- d) is required to be disclosed by law, regulation or order of a competent authority; or
- e) the parties agree in writing is not confidential or may be disclosed.

2.4 At the request of the Council, the Tenderer shall promptly:

- a) destroy or return to the Council all the Confidential Information and copies thereof (irrespective of the manner in which it is recorded);
- b) erase or delete any Confidential Information which the Tenderer may have entered into any computer database or other programme; and
- c) certify in writing to the Council that it has complied with the requirements of this Clause 2.4, provided that the Tenderer may retain documents and materials containing, reflecting, incorporating, or based on the Confidential Information to the extent required by law or regulatory order, and to the extent reasonable to permit the Tenderer to keep evidence that it has performed its obligations under the tender for the Contract and this Agreement.

### **3. Reservation of Rights and Indemnity**

- 3.1 Except as expressly stated in this Agreement, the Council does not make any express or implied warranty or representation concerning the Confidential Information, or the accuracy or completeness of the Confidential Information.
- 3.2 The Tenderer shall indemnify and at all times to keep the Council fully indemnified from and against any losses, liabilities, costs and expenses (including legal expenses) suffered or incurred by the Council arising from any loss of or disclosure of the Confidential Information or otherwise from any breach of this Agreement by the Tenderer.

### **4. Notices**

- 4.1 All notices or other communications under this Agreement shall be made in writing, sent by fax or first class or registered post or by courier to the Council or the Tenderer, as applicable, at its address specified above or at such address of which such party shall have given notice as aforesaid, and marked for the attention of the parties signatory of this Agreement.
- 4.2 Any notice shall be treated as having been served on delivery if:

- a) delivered by fax, on the day of transmission if sent before 4.00pm on any business day and otherwise at 9.00am on the next business day, subject to confirmation of transmission;
- b) delivered by first-class post or registered post, three (3) business days from the date of posting;
- c) delivered by courier, two (2) business days after despatch.

## **5. Entire Agreement, and Variation**

- 5.1 This Agreement together with the schedules and all other documents attached or referred to in, or executed contemporaneously with this Contract, constitutes the entire agreement between the parties regarding its subject matter and supersedes any prior agreement, arrangement and understanding between the parties.
- 5.2 No party shall have any remedy in respect of any untrue statement made by the others upon which that party relied in entering into this Agreement and that party's only remedies shall be for breach of contract.
- 5.3 Nothing in this Clause 5 shall operate to limit or exclude any liability or the parties for, or remedy against any party in respect of, any fraudulent misrepresentation.
- 5.4 No variation of this Agreement shall be effective unless it is in writing and signed by each of the parties.

## **6. Governing Law and Jurisdiction**

- 6.1 The interpretation, construction and effect of this Agreement shall be governed and construed in all respects with the Laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

### **DULY EXECUTED:**

Signed by:

---

Duly authorised to sign for and on behalf of Epping Forest District Council

For and on behalf of  
**[TENDERER]**

---

Authorised Signatory

## SCHEDULE

### **The Confidential Information**

- i) [Staff profile including number of employees: length of service; and age of individuals.]
- ii) [Details of the agreed terms and conditions of employment and relevant employment policies and practices.]



**Name:**

Status:

Signature of Witness:

Name:

Status:

Signed on behalf of the Tenderer:

Name:

Status:

Signature of Witness:

Name:

Status:

## APPENDIX B

### TENDER EVALUATION MODEL

#### 1. INTRODUCTION

The evaluation methodology is a three stage process, comprising the following stages:

1. Compliance evaluation;
2. Quality and financial evaluation; and
3. Recommendation

All valid Tenders will be evaluated against an agreed evaluation framework and criteria, as described in this document.

The Council is using the Competitive Dialogue Procedure; and although the three stage process and the general framework principles will be used for all stages (Outline Solutions, Detailed Solutions and Final Tenders) the weightings, the detailed scoring, the evaluation team and the range and number of Method Statements will change at each stage.

Additionally, as part of the evaluation of Final Tenders, Tenderers will be required to make a presentation to, and be interviewed by Members: and this shall be part of the process for evaluating Final Tenders.

Tenderers should note that, for some Method Statements in this and subsequent stages, supporting evidence, in the form of reference sites, may be called for; and the Council will check such reference sites, including by site visits where deemed necessary and the taking up of written references, in order to allocate a score.

The Outline Submissions will be evaluated by the following teams of people:

	Evaluation Team
Compliance	John Gilbert Len Attrill (WYG)
Quality: Lot 1	John Gilbert Qasim Durrani David Marsh Len Attrill (WYG)
Quality: Lot 2	John Gilbert Qasim Durrani Phil Hawkins Len Attrill (WYG)
Financial	John Bell Russell Lane (WYG)
Legal	Alison Mitchell Fareeza Sheikh Len Attrill (WYG)

Following the Scrutiny process identified above, the evaluations will be reported to the Council's Cabinet for approval, as described below.

### **Overview: Award Criteria**

The award of contract will be based on the Most Economically Advantageous Tender (MEAT) offer received.

At ISOS stage the Council is focussed on establishing which Tenders score highest in relation to Lot 1; and in establishing whether Lot 2 should continue to be part of the Contract package. Accordingly, Tenders for Lot 1 and for Lot 2 will be assessed on a slightly different basis. No submissions in relation to Lot 3 are required at ISOS stage.

Additionally, at ISOS stage Tenderers are asked to submit a mark-up of the Conditions of Contract. This does not form part of the evaluation as such and is primarily aimed at producing an agenda for Dialogue on these Conditions of Contract for those Tenderers that proceed to Stage 2 (Detailed Solutions) of the Competitive Dialogue process. However, the Council reserves the right to clarify any particular points of concern relating to the mark-up with Tenderers during the ISOS evaluation process.

### **Lot 1**

Tenders for Lot 1 at Outline Solutions stage will be assessed on quality and financial criteria, which will be weighted 40%: 60% respectively (as noted this weighting may change at subsequent stages of the process). A points-based scoring system will be adopted, with 10,000 points available across all criteria: at Outline Solutions stage this shall be 4,000 points for the quality criteria and 6,000 points for the financial criteria.

There are three sub-criteria contributing to the quality evaluation (40% of the overall evaluation):

<b>Sub-Criteria</b>	<b>Points available</b>
Infrastructure Plans	1,300
Operational Delivery	1,800
Mobilisation, innovation and added value	900
<b>Total</b>	<b>4,000</b>

The financial evaluation (60% of the overall evaluation) will be carried out against a single criterion:

<b>Criterion</b>	<b>Points available</b>
1. Price (annual equivalent sum)	6,000
<b>Total</b>	<b>6,000</b>

Lot 2

As stated, at ISOS stage the Council is primarily interested in establishing whether Lot 2 should continue to be part of the Contract package. Accordingly, Tenders for Lot 2 will be assessed, in terms of cost and quality, against current costs and quality.

**EVALUATION METHODOLOGY**

There will be three evaluation stages:

**Stage 1: Compliance Evaluation**

Stage 1 is the Compliance Evaluation stage, which will determine whether the tender has been submitted in accordance with the instructions in the Descriptive Document and Invitation to Submit Outline Solutions (ISOS), based on the checks set out in Table 1 below. This is a Pass/Fail evaluation and the Council reserves the right to eliminate tenders from proceeding to the second stage of the evaluation if the compliance requirements are not met.

The first stage Compliance Evaluation process involves assessing each submission against a number of general compliance criteria to ensure that the submission is compliant with the Council's minimum requirements as detailed in this Descriptive Document and Instructions to Submit Outline Solutions.

**Table 1: Compliance Checklist**

Please tick as appropriate

ITEM	YES	NO	COMMENTS
Was the tender received by the latest date and time specified?			
Was the tender in a plain, sealed envelope or package, bearing only the address label issued by the Council with no name or mark by which the tenderer may be identified?			
Have three hard copies of the tender and two electronic copies on USB (certified virus free) been submitted?			
ITEM	YES	NO	COMMENTS
Has the Form of Tender been submitted as a paper document, with all parts completed and signed in ink, by hand, by authorised signatories of the tenderer?			
Is the tender qualified or conditional in any way?			
Has the bidder submitted a completed set of Method Statements and all requested enclosures?			
Has the bidder submitted a completed set of Pricing Schedules and have all the items been priced?			
Does the Tenderer meet the qualifying standard of financial standing? <sup>1</sup>			

<p>Has the Tenderer or anyone acting on his behalf (with or without his knowledge) in relation to this Contract:</p> <ul style="list-style-type: none"> <li>▪ offered or promised or given any financial or other advantage to any elected member of the Council, any member of staff or any consultant of the Council in connection with the contract; or</li> <li>▪ requested, agreed to receive or accepted a financial or other advantage so that some action in relation to the contract is performed improperly.</li> </ul>			
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Notes

1. The Council may undertake an updated check on the financial standing of the Tenderers as part of the compliance stage of this Tender evaluation, by reviewing financial statements and obtaining an external credit reference agency report to ensure that the financial standing of Tenderers is no less than at pre-qualification stage; and Tenders may be rejected if this is not the case.

**Stage 2: Quality and Financial Evaluation**

Lot 1

In the second stage of the evaluation, each Lot 1 Tender will be evaluated on the quality and financial criteria by the Evaluation Team.

Tenderers are required to submit a series of Method Statements as set out below. Each Quality Evaluation Team member will initially assess the elements of each Tender by reference to the submitted Method Statements and score them against the scoring system set out below. Following this process, the whole Quality Evaluation Team will meet and will arrive at a consensus as to the score for each quality element of each Tender. Where this process results in the need for certain issues to be clarified with Tenderers, such clarification will be sought in writing and scores adjusted accordingly.

**Quality Evaluation (4,000 Evaluation Points)**

Each Lot 1 Tender will be evaluated using the scoring method detailed below. A score shall be awarded for each Method Statement as a whole.

Each Method Statement will be scored on a range from 0 to 5 points, in accordance with Table 2 shown below. Weightings will then be applied, resulting in a score for each method statement out of the maximum numbers shown in Table 3 below. If an individual evaluator requires additional clarification from a Tenderer, scoring will either be made conditional or postponed until the Evaluation Team moderation meeting(s), following which clarification may be sought and scores revised accordingly.

**Table 2: Scoring Breakdown**

Score	Description
0	Unacceptable – meets none of the requirements or failed to address the question/issue.
1	Very poor - an unfavourable response/answer/solution – limited or poor evidence of skill/experience sought; a high risk that relevant skills will not be available.
2	Poor / less than acceptable – response/answer/solution/information lacks evidence of skill/experience sought; lack of real understanding of requirement or evidence of ability to deliver; medium risk that relevant skills or requirement will not be available.
3	Good / Acceptable response/answer/solution/information to the particular aspect of the requirement; evidence given of skill/experience sought.
4	Very good - response/answer/solution/information demonstrates real understanding of the requirement and evidence of ability to meet it (based on experience of the specific provision required or relevant experience of comparable service or supply).
5	Excellent - response/answer/solution/information demonstrates a good understanding of the requirement and evidence of ability to meet it (based on good experience of the specific provision required and relevant experience of comparable service or supply). Offers added value.

Where a requested Method Statement is not submitted it shall be scored as zero (0).

The quality assessment is worth 4,000 points of the total marks. In order to assist in evaluating the relative merit of different tenders with regard to quality, a weighting model will be used to compare the various criteria by means of a points system. The criteria on which the quality of each tender will be assessed, including the weighting to be applied to reflect importance (broken down to the level of each Method Statement), are as set out in Table 3 below.

Each Method Statement (MS) answer must address all the details required in the question and the relevant specification, in comprehensive prose, punctuated, and in clear understandable plain English. A list of bullet point text will not suffice as a Method Statement answer.

**Table 3: Quality Evaluation**

**Sub-criterion 1 – Infrastructure plans**

No.	Method Statement	Points available out of 4,000 pts.
MS 1	ICT systems, including precise details of systems proposed and a detailed ICT map showing how inputs are converted to outputs; how the Council gets access to these outputs and other data; and	400

	including details of reference sites where the proposed systems are in place.	
MS 2	Depot infrastructure, including details of proposed sites (to include planning and licensing matters).	600
MS 3	Plans for procurement and management of assets and sub-contractors, including details of supply chains etc. – to include for vehicles, containers and other key assets plus major sub-contractors.	300

### **Sub-criterion 2 – Operational delivery**

No.	Method Statement	Points available out of 4,000 pts.
MS 4	Vehicle and staffing resources for all waste collections, including bulky waste – including reference examples of stated productivity levels	500
MS 5	Vehicle and staffing resources for street cleansing services, including dealing with abandoned vehicles – including reference examples of stated productivity levels.	500
MS 6	Proposals for Commercial Waste services	100
MS 7	Plans for treatment of arisings retained, including transfer and processing arrangements and end markets.	300
MS 8	Monitoring, Management and Supervision.	400

### **Sub-criterion 3 – Mobilisation, innovation and added value**

No.	Method Statement	Points available out of 4,000 pts.
MS 9	Mobilisation plan, including details of resources for co-ordination of the mobilisation plus reference examples of successful mobilisations: this to include details from the date of Contract Award until either the end of January 2015 or the date that any proposed changes are fully implemented, whichever is the later.	600
MS 10	Innovation and Added Value, in terms of items or points of detail not described in the Specification.	100
MS 11	Proposals for overall management of the Contract and working with the Council, including proposed Partnering arrangements.	200

If, after rounding the scores up to the nearest whole point, a Tenderer scores less than 60% of the available points for any of the three sub-criteria as set out above then that Tender shall be set aside and not considered further and the Tenderer eliminated from the process.

Following this assessment (which may involve clarification processes) the remaining Tenders will be re-ranked, without first rounding the scores up to the nearest whole

point; with the highest scoring Tender being awarded 4,000 points and the others awarded points on a pro rata basis in accordance with the following calculation (rounded to two decimal places):-

$(\text{Tenderer's Score} / \text{Highest Score}) \times 4,000$

### **Financial Evaluation (6,000 Evaluation Points)**

Tenders which, after clarification with the Tenderer, are considered to be abnormally low and are therefore considered not to be sustainable throughout the term of the Contract may be rejected. In the case of tenders which the Council considers to be abnormally low, the Council will follow Regulation 30(6), (7), (8) and (9) of the Public Contracts Regulations 2006.

The Financial Evaluation will assess the Pricing Schedules submitted, alongside any post-tender clarifications, and will result in the award of points out of the total of 6,000 allocated to the financial criteria.

The Council shall use the lowest annual equivalent sum (AES); and this shall be obtained using the lowest prices submitted by each tenderer, for whatever contract period between seven and ten years; and whether for the current system of Waste Collection or for any other proposals that the Tenderer has submitted (provided that these have been agreed as acceptable by the Council prior to Tender submission)..

Each Tender will be awarded points based on its relationship with the Tender with the lowest AES. The Tender with the lowest AES will be awarded 6,000 Points; each of the remaining Tenders will be awarded points on a pro rata basis in accordance with the following calculation (rounded to two decimal places):-

$(\text{Lowest AES} / \text{Tenderer's AES}) \times 6,000$

### Lot 2

As described above, the evaluation of the Lot 2 submissions is being undertaken at Outline Solutions stage to determine whether or not to continue to include these in the Contract.

There will be a Financial Assessment which will involve assessing Tenderers' submitted prices against the current costs of delivering the Lot 2 services in-house: but the decision will not be made on financial grounds alone.

Accordingly, Tenderers are required to submit a series of Method Statements as set out below. Each Quality Evaluation Team member will initially assess the elements of each Tender by reference to the submitted Method Statements and score them against the scoring system set out below. Following this process, the whole Quality Evaluation Team will meet and will arrive at a consensus as to the score for each quality element of each Tender. Where this process results in the need for certain issues to be clarified with Tenderers, such clarification will be sought in writing and scores adjusted accordingly.

Each Lot 2 Tender will be evaluated using the scoring method detailed below. A score shall be awarded for each Method Statement as a whole.



Each Method Statement will be scored on a range from 0 to 5 points, in accordance with Table 4 shown below. If an individual evaluator requires additional clarification from a Tenderer, scoring will either be made conditional or postponed until the Evaluation Team moderation meeting(s), following which clarification may be sought and scores revised accordingly.

**Table 4: Scoring Breakdown**

Score	Description
0	Unacceptable – meets none of the requirements or failed to address the question/issue.
1	Very poor - an unfavourable response/answer/solution – limited or poor evidence of skill/experience sought; a high risk that relevant skills will not be available.
2	Poor / less than acceptable – response/answer/solution/information lacks evidence of skill/experience sought; lack of real understanding of requirement or evidence of ability to deliver; medium risk that relevant skills or requirement will not be available.
3	Good / Acceptable response/answer/solution/information to the particular aspect of the requirement; evidence given of skill/experience sought.
4	Very good - response/answer/solution/information demonstrates real understanding of the requirement and evidence of ability to meet it (based on experience of the specific provision required or relevant experience of comparable service or supply).
5	Excellent - response/answer/solution/information demonstrates a good understanding of the requirement and evidence of ability to meet it (based on good experience of the specific provision required and relevant experience of comparable service or supply). Offers added value.

Where a requested Method Statement is not submitted it shall be scored as zero (0).

Each Method Statement (MS) answer must address all the details required in the question and the relevant specification, in comprehensive prose, punctuated, and in clear understandable plain English. A list of bullet point text will not suffice as a Method Statement answer. The Method Statements required for Lot 2 are as follows:

**Sub-criterion 1 – Infrastructure plans**

No.	Method Statement
MS 12	ICT systems, including precise details of systems proposed and a detailed ICT map showing how inputs are converted to outputs; how the Council gets access to these outputs and other data; and including details of reference sites where the proposed systems are in place.
MS 13	Depot infrastructure, including details of proposed sites (to include planning and licensing matters).
MS 14	Plans for procurement and management of assets and sub-contractors, including details of supply chains etc. – to include for vehicles, materials including plants and other key assets plus major sub-contractors.

**Sub-criterion 2 – Operational delivery**

No.	Method Statement
MS 15	Vehicle and staffing resources for all activities – including reference examples of stated productivity levels for key / major activities.
MS 16	Co-ordination and synergies with other services.
MS 17	Monitoring, Management and Supervision.

### **Section 3 – Mobilisation**

No.	Method Statement
MS 18	Mobilisation plan, including details of resources for co-ordination of the mobilisation plus reference examples of successful mobilisations: this to include details from the date of Contract Award until either the end of January 2015 or the date that any proposed changes are fully implemented, whichever is the later.
MS 19	Approach to TUPE Pensions and other HR matters including training.

### **Stage 3: Recommendation**

The evaluation process described will be reported to the Council’s Cabinet through an evaluation report that will provide the basis of a recommendation to:

- determine whether, on the basis of the quality scores and in comparison to current costs, Lot 2 will remain as part of the Contract; and
- invite the five highest-scoring bidders to the next stage (Detailed Solutions).

**Description :** Conditions of Contract

**Circulated to:** Project Team for comment

**Review :** ongoing

Version	Date	Notes/Comments
Final	18/07/13	Details re pension provisions still to be input



# Epping Forest District Council

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**CONTRACT FOR THE PROVISION OF WASTE AND RECYCLING COLLECTION,  
STREET CLEANSING, GROUNDS MAINTENANCE AND FLEET SERVICES**

Section 2 – Conditions of Contract  
(ISOS Final Draft)

DATED

2014

EPPING FOREST DISTRICT COUNCIL

- and -

[CONTRACTOR]

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**CONTRACT FOR THE PROVISION OF WASTE AND RECYCLING COLLECTION,  
STREET CLEANSING, GROUNDS MAINTENANCE AND FLEET SERVICES**

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**THIS CONTRACT** is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2014

**PARTIES:**

On the one part,

**EPPING FOREST DISTRICT COUNCIL** whose principal office is situated at Civic Offices, High Street, Epping Essex CM16 4BZ ("Council"),

And on the other,

**[CONTRACTOR]**, a company registered in [ ] with registered number [ ] and whose principal place of business is at [ ] ("Contractor").

**BACKGROUND:**

- (A) The Council is a waste collection authority in its administrative areas for the purposes of Sections 45 and 55 of the Environmental Protection Act 1990.
- (B) The Council has procured a contract for the provision of waste and recycling collection, street cleansing, grounds maintenance and fleet services (the "Services") and this Contract sets out the terms and conditions under which the Contractor will provide the Services.

**AGREED TERMS:**

**SECTION 1 - PRELIMINARY**

**1. Definitions and Interpretation**

1.1 In this Contract, the following expressions shall have the following meanings:

"Alternate Weekly Collection" shall mean a collection service carried out at a frequency of once every other week so that e.g. Household Residual Waste and Household Recyclable Waste are collected on alternate weeks but on the same day.

"Applicable Laws" shall mean the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services including, without limitation, the Environmental Protection Act 1990, the Controlled Waste Regulations 2012, the Public Health Act 2006, the Clean Neighbourhood and Environment Act 2005, the Control of Pollution Act 1974

and the Health and Safety at Work etc. Act 1974;

"Assisted Collections"	shall mean those collections where the Contractor is required to collect the waste Container from the Stance instead of from the Collection Point and, in the case of Wheeled Bins and boxes etc., return these to the Stance.
"Assets"	all equipment, containers, materials, vehicles and signage necessary for the proper performance of the Services during the Contract Period and used exclusively for the performance of the Services;
"Authorised Officer"	the officer designated by the Council as responsible for supervising this Contract, whose responsibilities are more specifically detailed in Clause 7 (Contract Manager and Authorised Officer) and Schedule 3 (Officers);
"Bills of Quantities"	[the priced unit of work related to a fixed or indicative quantity; the tendered price relates to that quantity subject to price variations [as detailed in the Tender documents];
"Bring Site"	shall mean a defined site where large recycling Containers are located for use by the general public.
"Business Day"	shall mean a day (other than a Saturday or a Sunday) on which banks are open for domestic business in the City of London;
"Collection Point"	shall mean the point from which the Contractor shall collect all Household Waste, contained in a Receptacle; and the point to which the Contractor shall return an emptied Wheeled Bin or other Container.
"Commercial Waste"	shall mean any wastes that are defined within the meaning of the definition of Commercial Waste under the Environmental Protection Act 1990 Sections 75(2), 75 (7) and 75 (8) and the



Controlled Waste Regulations 2012.

"Compensation Sum"	the amount of compensation payable by the Council to the Contractor, as more particularly detailed in Schedule 8 (Compensation on Termination);
"Confidential Information"	all know-how and other information whether commercial, financial, technical or otherwise relating to the business, affairs or methods of the Council, which is contained in or discernible in any form whatsoever (including without limitation software, data, drawings, films, documents and computer-readable media) whether or not marked or designated as confidential or proprietary or which is disclosed orally or by demonstration and which is described at the time of disclosure as confidential or is clearly so from its content or the context of disclosure;
"Consumer Price Index" or "CPI"	is the official measure of inflation of consumer prices of the United Kingdom. It is also called the Harmonised Index of Consumer Prices (HICP).
"Container" or "Receptacle"	shall mean any Wheeled Bin, box, Household Refuse Sack or other type of Container approved by the Authorised Officer for holding Household Waste.
"Contract"	this written Contract, including the Schedules and any documents referred to in and/or attached hereto;
"Contract Manager"	the person appointed by the Contractor to manage the delivery of the Services in accordance with the terms of this Contract, whose responsibilities are more specifically detailed in Clause 7 (Contract Manager and Authorised Officer) and Schedule 3 (Officers);
"Contract Period"	the Initial Period, together with the Extension Period, if applicable;
"Contract Price"	the payment due to the Contractor for the provision of the Services;

"Contract Year"	<p>a period of twelve (12) months commencing on each anniversary of the First Services Commencement Date, provided that :</p> <p>a) the first Contract Year shall be the period commencing on the Services Commencement Date and ending on the Sunday immediately following 3 November in the following year; and</p> <p>b) the final Contract Year shall be the period commencing on the Monday immediately following 3 November in the penultimate year and ending on the Sunday immediately following 3 November the following year;</p>
"Council"	Epping Forest District Council, and any successor authorities and any body to which all or part of the functions of this Council may lawfully be transferred;
"Co-mingled"	shall mean co-mingled dry recyclable materials collected from each domestic property in one Container.
"Damaged Wheeled Bin"	shall mean a Wheeled Bin damaged to such an extent, or for reasons of health and safety, that it is no longer considered by the Authorised Officer to be suitable for the purpose for which it was supplied.
"Data Protection Laws"	the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice)(Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issues by the Information Commissioner from time to time;

"Deductions"	the deductions payable by the Contractor to the Council for a Performance Failure in accordance with Clause 13 (Performance Monitoring and Deductions);
"Default Notice"	a written notice given by the Council to the Contractor pursuant to Clause 13 (Performance Monitoring and Deductions) giving details of the Contractor's Performance Failure;
"Delivery Point"	shall mean the waste transfer facility and/or waste disposal facility available for use under the provisions of the Essex County Council Waste Management Contract.
"Depots"	the premises provided by the Council to the Contractor under the Leases for the proper performance of the Services, as detailed in Clause 18 (Depots) and Schedule 4 (Depots);
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 47 (Dispute Resolution Procedure);
"Effective Date"	the date of this Contract;
"EPA"	the Environmental Protection Act 1990;
"Estimated Costs"	the costs that are estimated to arise from a Variation
"Extension Period"	the contract period of seven (7) to ten (10) years commencing at the end of the Initial Period in accordance with Clause 2 (Commencement and Duration);
"First Services Commencement Date"	3 November 2014;
"Force Majeure Event"	without limitation, war, armed conflict, terrorism, riot, civil disorder, fire, explosion, lightning, natural flood, exceptionally adverse weather conditions, earthquakes, failure or shortage of power, fuel or transport, strike or lock-out (other than a strike or

	lock-out which is limited to the Contractor), Acts of God or other event outside the affected party's reasonable control, provided the same arises without the fault or negligence of the affected party, which affects the performance by that party of its obligations under this Contract;
"Good Industry Practice"	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 operator engaged in the same type of undertaking as that of the Contractor under the same or similar circumstances at the relevant time for such exercise.
"Highway or Public Highway"	shall mean any carriageway, lane, bridle path, footway, footpath, cycle track, walkway, bridge, square, court, alley, passage, subway or other area which is a 'Highway maintainable at public expense' in accordance with the Highways Act 1980 (or any subsequent enactment) and includes the whole extent of the Public Highway and the carriageways.
"Household Organic Waste"	shall mean biodegradable green waste arising from within the garden or grounds of a domestic property plus food waste and excluding cardboard.
"Household Recyclable Waste"	as a minimum shall include cans and aerosols, paper, glass, card and cardboard, plastic bottles, mixed plastics, Tetrapak, batteries, books and catalogues, shredded paper, jar and bottle tops. The Authorised Officer reserves the right to change this list on giving notice to the Contractor.
"Household Residual Waste"	shall mean Household Waste excluding Household Organic Waste and Household Recyclable Waste.
"Household Refuse Sack"	shall mean a plastic sack used or provided to contain Household Waste.

"Household Waste"	shall mean Household Waste as defined in Section 75(5) EPA and the Controlled Waste Regulations 2012;
"Informed in Writing"	shall mean a notification slip, the design of which is approved by the Authorised Officer, that is provided to relevant householders by the Contractor.
"Initial Period"	a period of seven (7) to ten (10) years from the First Services Commencement Date;
"Intellectual Property"	any and all patents, trade marks, trade names, copyright, moral rights, rights in design, rights in databases, know-how and all or other intellectual property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating to them and the right to apply for registration of them;
"Leases"	the leases relating to the Depots to be granted by the Council to the Contractor in accordance with Clause 18 (Depots), details of which are provided in Schedule 4 (Depots);
"Maximum Intensity"	shall mean the locations where the standards described for High Intensity areas in the Environmental Protection Act Code of Practice for Litter and Refuse are required each day.
"Missed Collection"	shall mean any report by a resident where a collection has not taken place or where the resident was not Informed in Writing of a change in the arrangements; or any collection which is known by the Authorised Officer not to have taken place on the Prescribed Day.
"Material"	all data, text, graphics, images and other materials and/or documents created, used or supplied by the Council in connection with this Contract;
"Necessary Consents"	all approvals, authorisations, licences, consents, permissions, permits and

	certificates required for the proper performance of the Services under this Contract;
"New Contractor"	any organisation contracted to provide services to the Council that are the same or substantially similar to the Services following the expiry of termination of this Contract;
"Outgoing Providers"	the organisations with whom the Council initially contracted for the provision of the Services and who will be replaced by the Contractor;
"Performance Standards"	the performance standards to which the Contractor shall perform in respect of the Services, as detailed in the Specification.
"Personnel"	the persons employed, engaged or used by the Contractor for the provision of the Services, including the Transferring Employees;
"Premises"	all premises (other than the Depots) necessary for the proper performance of the Services during the Contract Period;
"Prescribed Day"	shall mean the day of the week on which collections would normally take place.
"Prohibited Act"	<p>offering, giving or agreeing to give to any person any gift or consideration of any kind as inducement or reward for: (i) doing or nor doing any act in relation to the obtaining or performance of this Contract or any other contract with the Council (even if the Contractor does not know what has been done), or (ii) showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Council;</p> <p>a) committing any fraud in connection with this or any other contract with the Council, whether alone or in conjunction with members of the Council, its employees or contractors;</p>

	b) committing any offence under the Bribery Act 2010 or section 117(2) of the Local Government Act 1972;
"Quality Management System"	the approved quality management system whose object is to ensure that the Services meet the requirements of the Specification, in accordance with the provisions of Clause 6 (Quality Assurance);
"Rectification Notice"	a written notice given by the Council to the Contractor pursuant to Clause 13 (Performance Monitoring and Deductions) initiating the process to remedy a Performance Failure;
"Recycling"	shall mean the collection, storage and/or sorting and/or processing or reprocessing of waste with a view to its re-use.
"Recycling Container"	shall mean a Container that is used for storing household Recycling materials between collection times.
"Review Date"	the date on which the Contract Price will be reviewed in accordance with Clause 22 (Contract Price). The first Review Date shall be on the first anniversary of the First Services Commencement Date and thereafter on each subsequent anniversary of that date;
"Routine Services Programme"	shall mean the organised programme of collection, cleansing and other maintenance work activities required to deliver the Services.
"Services Commencement Date"	the date on which the Contractor will start to provide the Services and which shall be 3 November 2014.
"Service Transfer"	the transfer of the Services from the Contractor to the New Contractor or to the Council;
"Services"	the provision by the Contractor of waste and recycling collection, street cleansing, grounds maintenance and fleet services

for the Council under this Contract, as more particularly described in Schedule 1 (Service Specification).

"Side Waste"	shall mean all or any Waste which is placed for collection at the side of or on top of, but outside, the normal Container. In the case of plastic sack collections the determination of Side Waste shall be identified in the Specification separately.
"Specification"	the Specification for the Services attached at Schedule 1 (Service Specification);
"Spilled Waste" or "Spillage"	shall mean any waste placed for collection which has been displaced from its original Receptacle other than into a collection vehicle howsoever the Spillage is caused.
"Staff"	the persons including the Transferring Employees and any temporary, agency or sub-contractors who are employed, engaged or used by the Contractor for the provision of the Services
"Stance"	shall mean the external location where the Containers are normally located by the occupier of the household prior to collection.
"Tenderers"	means the organisations bidding for this Contract;
"Termination Date"	the date of expiry or early termination of this Contract in accordance with its terms;
"Transferring Employees"	<ul style="list-style-type: none"> <li>a) those employees of the Council whose contract of employment will be transferred to the Contractor pursuant to TUPE; and</li> <li>b) those employees of the Council who have in the past been employed by their respective Council and who, as a result of the application of TUPE in relation to what was done for the purposes of carrying out the contract between</li> </ul>



the Council and the relevant Outgoing Provider, became employees of someone other than the Council, together with those employees of the Outgoing Providers who were employed to work alongside those Council employees, whose contract of employment will be transferred to the Contractor pursuant to TUPE;

"TUPE"	the Transfer of Undertaking (Protection of Employment) Regulations 2006, as may be amended from time to time;
"Variation"	any variation to this Contract, including to the Services, as detailed in Clauses 15 and 16;
"Variation Procedure"	the procedure for implementing variations to this Contract, as set out in Clauses 15 and 16;
"Weekly Collection"	shall mean a Collection Service carried out at a frequency of once every week on the same day with no more than 7 days between each occurrence.

- 1.2 Clause and Schedule headings are purely for ease of reference and do not form part of or affect the interpretation of this Contract.
- 1.3 Where the context so admits or requires, words denoting the singular include the plural and vice versa and words denoting any gender include all genders.
- 1.4 References to Clauses and Schedules are, unless otherwise provided, reference to the Clauses and Schedules to this Contract.
- 1.5 Any phrase introduced by the words "including", "includes", "in particular" or similar shall be construed without limitation by the related general words.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 In the event of any inconsistency between the Clauses of this Contract and the Schedules, the latter shall prevail to the extent of the inconsistency.
- 1.8 Unless a right or remedy is expressed to be an exclusive right or remedy, the exercise of it by a party is without prejudice to that party's other rights or remedies.

## 2. Commencement and Duration

- 2.1. This Contract shall take place on and from the Effective Date and shall continue in full force and effect for the Initial Period unless terminated early in accordance with its terms.
- 2.2. If the Council wishes to extend this Contract beyond the expiry of the Initial Period, the Authorised Officer shall give the Contractor at least twelve (12) months' written notice of such intention prior to the expiry of the Initial Period, in which case this Contract shall be extended for the Extension Period.
- 2.3. If the Council does not wish to extend this Contract beyond the Initial Period or the parties cannot agree the terms of such extension, this Contract shall expire on the expiry of the Initial Period. After such expiry, the Contractor shall still be obliged to assist the Council to effect a smooth Service Transfer in accordance with the provisions of Clause 38 (Exit and Service Transfer).

## 3. Bond or Guarantee

- 3.1. On or prior to the Services Commencement Date the Contractor shall provide:
  - a. a performance bond with a reputable surety within the European Union in the sum of £1 million, such bond to be in a form acceptable to the Council and to remain in place during the Contract Period; or
  - b. at the Council's discretion, a parent company guarantee from its parent company (as defined in Part 38, section 1173 of the Companies Act 2006).

## SECTION 2 - SERVICES

### 4. Services

- 4.1. The Council shall appoint the Contractor to provide, and the Contractor shall provide, the Services to the Council from the Services Commencement Date, pursuant to the terms and conditions of this Contract.
- 4.2. In providing the Services, the Contractor shall at all times:
  - a) apply such time, resources, trained personnel and skill as may be necessary for the due and proper performance of the Services;
  - b) meet the requirements of the Specification, including the Performance Standards;
  - c) obtain and comply with the Necessary Consents;
  - d) provide the Services in accordance with Good Industry Practice;
  - e) comply with the Quality Management System;

- f) comply with all Applicable Laws; and
  - g) comply with all lawful and reasonable directions regarding the Services communicated to it from time to time by the Council.
- 4.3. The Contractor shall have regard to the Council's Best Value duty in relation to the Services under Part 1 of the Local Government Act 1999 and shall use its best endeavours, during the Contract Period, to make arrangements to secure continuous improvement in the way in which the Services are provided, having regard to a combination of economy, efficiency and effectiveness.

## 5. Due Diligence

5.1 The Contractor acknowledges and confirms that:

- a) it has had an opportunity to carry out its own due diligence exercise in relation to the Specification and has discussed with the Council all the matters it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Contract;
  - b) it has satisfied itself as to the Assets and Depots to which it will acquire rights and the nature and extent of the risks assumed by it under this Contract;
  - c) it has received all the information requested by it from the Council pursuant to Clause 4.2(a) to enable it to determine whether it is able to provide the Services in accordance with the terms of this Contract;
  - d) it has made its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council pursuant to Clause 4.2(c);
  - e) it has entered into this Contract in reliance on its own due diligence.
- 5.2 Save as otherwise provided in this Contract, no representations, warranties or undertakings shall be taken to have been made or implied from anything said or written in negotiations between the parties prior to the Effective Date, except as expressly stated in this Contract. The Contractor acknowledges and agrees that it has not relied upon any information given or representation made by or on behalf of the Council in entering into this Contract.
- 5.3 The Contractor shall promptly notify the Council in writing if it becomes aware during the performance of this Contract of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services or to meet the requirements of the Specification.
- 5.4 The Contractor shall not be entitled to recover any additional costs from the Council which arise from, or be relieved from any of its obligations as a result

of, any matters or inaccuracies notified to the Council by the Contractor in accordance with Clause 5.3, save where such additional costs or adverse effect on performance have been caused by the Contractor having been provided with fundamentally misleading information by or on behalf of the Council and the Contractor could not have reasonably known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Contractor shall be entitled to recover such reasonable additional costs from the Council or shall be relieved from performance of certain obligations as shall be determined by the Variation Procedure.

5.5 Nothing in this Clause 5 shall exclude or limit the liability of the Council for fraud or fraudulent misrepresentation.

## 6. **Quality Assurance**

6.1 The Contractor shall, during the Contract Period, develop and maintain a Quality Management System and shall, at the Council's reasonable request, review, amend and/or update the Quality Management System.

6.2 The Contractor shall ensure that all aspects of the Services are conducted in accordance with the requirements of the Quality Management System.

6.3 The Contractor shall appoint (or shall procure the appointment) as soon as reasonably practicable following the Effective Date, a quality manager who may be directly involved in the day-to-day performance of the Services.

6.4 The Council may carry out periodic audits of the Quality Management System at approximate intervals of six (6) months. The Contractor shall ensure that the Council shall have a like right in respect of any relevant sub-contractors. The Contractor shall co-operate and shall procure that any relevant sub-contractor co-operates with the Council including providing it with all information and documentation which it reasonably requires in connection with this Clause 6.

## 7. **Contract Manager and Authorised Officer**

7.1 The Contractor shall appoint a Contract Manager and the Council shall appoint an Authorised Officer, who shall each be responsible for matters allocated to them under this Contract and who shall be the principal point of contact for their respective parties. All communications, documentation, notices and materials relating to this Contract and sent or provided to either party shall be marked for the attention of the Contract Manager or the Authorised Officer, as applicable.

7.2 The Contract Manager and the Authorised Officer shall have the authority to act on behalf of their respective parties on the matters for which they are expressed to be responsible. Without limitation, they shall be responsible for:

- a) co-ordinating the performance of the Services, including the overseeing the conduct and quality thereof;
- b) arranging and attending (personally or by representative) progress and review meetings as described in Clause 12 (Review Meetings); and

- c) using reasonable endeavours to resolve issues arising under this Contract save that they shall refer all disputes which are outside their ordinary authority to resolve to appropriate members of their senior management in accordance with the provisions of Clause 47 (Dispute Resolution Procedure).
- 7.3 Each party shall ensure that the role of its Contract Manager or Authorised Officer is not vacant (in terms of a permanent representative) for more than ninety (90) Business Days. Any replacement shall be suitably qualified and fully competent to carry out the tasks assigned to the Contract Manager or Authorised Officer whom he/she has replaced. A temporary replacement shall be identified as soon as practicable from the Contractor or the Council becoming aware of the role becoming vacant.
- 7.4 The Contractor shall notify the Council of the identity, qualifications and experience of its Contract Manager.
- 7.5 The Council may request in writing that the Contractor removes, or procures the removal of, its Contract Manager whom it considers, in its reasonable opinion, to be unsatisfactory for any reason which has a material impact on such person's responsibilities. The Contractor shall promptly consider the request in a manner which is consistent with the Contractor's employment policies and procedures. The replacement of the Contractor's Contract Manager pursuant to this Clause 7.5 shall be at the Contractor's sole expense.
8. **Health and Safety**
- 8.1 The Contractor shall ensure that he shall in the course of this Contract comply with the Health and Safety at Work etc. Act 1974, (HSWA), which term shall include all Regulations, Orders, Codes of Guidance and any other supplemental Legislation, Circulars or Guidance made or issued pursuant thereto and any statutory modification or re-enactment thereof together with any Code of Guidance prepared by the Council and supplied to the Contractor either before or during this Contract and that all persons who are at work, (as defined in that act), in connection with this Contract shall comply at all times with HSWA.
- 8.2 If at any time any authorised officer of the Council considers that a breach of Health and Safety Legislation exists, that officer shall:
- a) Instruct the Contractor to cease to carry out the Services (or a specified part thereof) either immediately or within a specified period or not later than a specified date or time.
- b) Instruct the Contractor
- (i) to take specified steps to secure compliance with HSWA;
- or

(ii) to comply with advice or requirements of the Health and Safety Executive or a proper officer thereof.

8.3 The Contractor shall inform the Council forthwith upon complying with any such instructions and shall not recommence until instructed to do so in writing.

8.4 The Contractor shall not be entitled to any payment either for services not carried out whilst complying with an instruction nor for any additional costs incurred resulting from compliance to such instruction.

8.5 The Contractor shall ensure that suitable financial provision for health and safety is made in order to facilitate any requirement changes, which may result from changes of legislation.

## 9. Necessary Consents

9.1. The Contractor shall:

a) at its own expense, obtain and maintain all Necessary Consents which may be required for the performance of the Services and shall use reasonable endeavours to ensure that the Council shall not incur any additional costs associated with obtaining or maintaining the same;

b) procure that no Necessary Consent is breached by it or any person under its control and use all reasonable endeavours to procure that no Necessary Consent is revoked and that all Necessary Consents continue in full force and effect for such time as is necessary for the Contractor to provide the Services; and

c) not do or permit anything to be done which might cause or otherwise result in a breach by any of the Council of any Necessary Consents.

9.2. The Contractor shall, within forty-eight (48) hours of becoming aware of the same, notify the Authorised Officer of any actions, claims or proceedings which may be threatened or pending and which may lead to any Necessary Consent being revoked or not renewed.

## SECTION 3 - WARRANTIES AND UNDERTAKINGS

### 10. General Warranties

10.1 The Council and the Contractor warrant, represent and undertake that:

a) it has full capacity and authority to enter into and to perform this Contract, and that its entry into and performance of this Contract will not cause it to be in breach of any obligations to a third party;

b) this Contract is executed and sealed by a duly authorised representative of that party;

- c) there are no actions, suits or proceedings or regulatory investigations pending or, to that party's knowledge, threatened against or affecting that party before any court or administrative body or arbitration tribunal that might affect the ability of that party to meet and carry out its obligations under this Contract; and
- d) that it has not committed any Prohibited Act in entering into this Contract.

## 11. Contractor Warranties

### 11.1 The Contractor warrants that:

- a) the Services will be carried out in a competent and professional manner and with all reasonable skill and care in accordance with the Specification and Good Industry Practice;
- b) the Personnel who perform the Services under this Contract are and shall be competent and suitable in every respect, whether as to qualifications, experience or otherwise, to provide the Services;
- c) it will perform and procure the performance of its obligations under this Contract in compliance with all Applicable Laws;
- d) it has, and will continue to hold, all Necessary Consents required to provide the Services; and
- e) all information and materials, including, without limitation, information relating to the Contractor's financial position, provided by it to the Council in connection with this Contract and the procurement of the same and/or otherwise relevant to the provision of the Services is accurate in all material respects and that it is entitled to provide the information to the Council for use as contemplated hereunder without recourse to any third party.

## SECTION 4 - MONITORING AND PERFORMANCE

### 12. Progress and Review Meetings

12.1 The parties shall arrange and attend progress and review meetings at regularly scheduled intervals to be agreed between the parties from time to time. Such meetings shall be the forum for the parties to review the status and progress of the Services and to discuss developments, consider proposals, agree actions and seek to resolve any issues arising, with a view to improving and enhancing the performance of the Services. Where appropriate, other personnel or representatives of the parties designated or approved by them shall also attend progress and review meetings.

12.2 The terms of this Clause 12 shall operate without limitation to any other provision of this Contract which provides for or contemplates review or resolution by the parties of any aspect or any matter under this Contract, and any such review may be carried out by the parties at the progress and review

meetings described in this Clause 12 or otherwise at such times as the parties may agree from time to time.

- 12.3 The Council envisages the Contract to run on the basis of a partnering arrangement: and would wish to develop a Partnership Board for the Contract with regular meetings.

### 13. Performance Monitoring and Deductions

- 13.1 The Contractor shall ensure that the Services meet or exceed the Performance Standards at all times.

- 13.2 The Contractor shall monitor its performance in the delivery of the Services in accordance with the Performance Standards and shall provide the Council with a monthly report detailing its performance.

- 13.3 The Council may elect, at its own cost, to undertake their own performance monitoring at any stage during the Contract Period for any purpose, including in order to ensure that the Services are being provided in accordance with the Performance Standards and this Contract generally. The Contractor shall use its reasonable endeavours to assist the Council in such an exercise. The Council may notify the Contractor of the outcome of the performance monitoring exercise, and the Contractor shall have due regard to the Council's comments in relation to the future provision of the Services.

- 13.4 Where required by the Authorised Officer the Contractor shall respond to any Rectification Notice or Default Notice in writing within 2 Business Days of such request by the Authorised Officer, setting out proposals for remedial action and correction to ensure that the failure shall not reoccur.

- 13.5 If at any time, other than within the first three (3) calendar months from the Services Commencement Date or such other period as agreed by the Authorised Officer, the Contractor fails to perform the Services in accordance with the Specification (including the Performance Standards) (the "Performance Failure"), then the Authorised Officer may issue (without prejudice to other rights or remedies available to the Council under this Contract) to the Contractor a Rectification Notice in accordance with this Clause 13 or may advise the Contractor verbally of any works which may become the subject of a Rectification Notice. Where a Performance Failure cannot be rectified, this shall be regarded as a Non-Rectifiable Default and the Default Notice procedure will apply at the outset.

### Rectification Notices

- 13.6 Where the Authorised Officer is satisfied that the Contractor has committed a Performance Failure, he/she will be entitled to issue to the Contractor a Rectification Notice giving details of the failure and requiring the Contractor to remedy such failure within a specified period of time.

- 13.7 A Rectification Notice will contain the following details:



- a) be pre-numbered, dated and authorised by the Authorised Officer;
- b) where applicable, the exact location of the site where the Performance Failure occurred;
- c) the date and time at which the Performance Failure was found to exist;
- d) a description of the Performance Failure required to be remedied;
- e) a description of the action required to remedy the Performance Failure and where applicable the methodology to be used; and
- f) the period of time (which shall be reasonable in all the circumstances) being allowed to remedy the Performance Failure as stipulated by the Authorised Officer,

and will include a space for the Contractor to advise that the rectification work has been completed and the time and date on which the work was completed which when completed is to be authorised and dated by the Contractor and returned to the Authorised Officer.

13.8 The period allowed in which to remedy the Performance Failure will commence upon receipt by the Contractor of the Rectification Notice and the Contractor will carry out all such rectification works are necessary to effectively remedy the Performance Failure detailed on every Rectification Notice, within the specified period.

13.9 If the Contractor remedies the Performance Failure within the specified period allowed then it shall be entitled to receive full payment for that part of the Services without deduction, save for the Deductions applicable in accordance with Clause 13.14 below.

13.10 Examples of Performance Failures which would result in a Rectification Notice include, but are not limited to:

- Failure to empty the contents of a Container or bin by the appropriate mechanism;
- Incorrect emptying of a Container or bin;
- Failure to return Containers to the appropriate point;
- Failure to collect Waste or any materials as directed by the Council from any location as specified or on the scheduled day;
- Failure to collect Bulky Household waste within five Business Days or at the agreed time and date of an appointment;
- Spillages of Waste not promptly cleared up;
- Failure to supply following request, replace or repair any Container or bin within two Business Days;
- Failure to respond within the required timescales in relation to complaints, including in relation to insurance claims;
- Failure to maintain cleanliness to the standards of the Specification including failure to leave sufficient capacity in bins;

- Failure to undertake any of the Services in accordance with the agreed methods and / or to the required standards;
- Failure to develop and / or produce relevant and agreed management information within the required timescale; and
- Failure to respond within the required timescale to any reasonable instruction by the Authorised Officer.

### **Default Notices**

13.11 Where a Performance Failure cannot be rectified (the "Non-Rectifiable Default") or where after the issue of a Rectification Notice the Contractor fails to remedy the Performance Failure within the specified period, the Authorised Officer will be entitled to issue to the Contractor a Default Notice giving details of the Performance Failure and, if appropriate, requiring the Contractor to remedy such Performance Failure within a specified period of time. Examples of situations that would be interpreted as a Non-Rectifiable default include, but shall not be limited to:

- a) breaches of health and safety;
- b) omission of tasks that are required at a certain specific time;
- c) failure in respect of customer care; and
- d) any criminal activity.

13.12 The Default Notice will contain the following details:

- a) be pre-numbered, dated and authorised by the Authorised Officer;
- b) the date and reference number of the relevant Rectification Notice if applicable; and
- c) the period of time being allowed to remedy the Performance Failure, taking into account the period of time already allowed in any Rectification Notice (which period of time shall be reasonable in all the circumstances), after which a second Default Notice can be issued.

13.13 The period allowed in which to remedy the Performance Failure will commence on receipt by the Contractor of the Default Notice and the Contractor shall carry out whatever works are necessary to remedy the Performance Failure on every Default Notice within the specified period.

### **Deductions**

13.14 If the Contractor remedies the Performance Failure within the specified period allowed then it shall be entitled to receive full payment for that part of the Services, save for the Deductions applicable in accordance with Clause 13.15 for each Rectification Notice or Default Notice issued within the particular payment period. Deductions shall also apply where the general performance standards of street cleansing under the Specification are not met. Any

additional reasonable costs incurred by the Council as a result of a Performance Failure shall be notified by the Authorised Officer to the Contractor and paid by the Contractor to the Council.

13.15 The Council shall have the right to recover from the Contractor the Deductions, as follows:

- a) Non-Rectifiable Default of a minor nature (all services): £100
- b) Non-Rectifiable Default of a major nature (all services) : £1,000
- c) Rectification Notices:
  - i. 0-30 Notices in 1 week or 0-100 Notices in any consecutive four-week period: No penalty
  - ii. 31-100 Notices in 1 week or 101-300 Notices in any consecutive four-week period: £5 per Notice
  - iii. 101-199 Notices in 1 week or 301 to 600 Notices in any consecutive four-week period: £10 per Notice
  - iv. 200 or more Notices in 1 week or 601 or more Notices in any consecutive four-week period: £20 per Notice
- d) Default Notice following a Rectification Notice or repeat Default Notice within 6 weeks:
  - i. 1 - 10 Notices in 1 week or 30-40 Notices in any consecutive four-week period: £5 per Notice
  - ii. 11 - 19 Notices in 1 week or 41-59 Notices in any consecutive four-week period: £10 per Notice
  - iii. 20 or more Notices in 1 week or 60 or more Notices in any consecutive four-week period: £20 per Notice

In each case, the Rectification or Default Notice shall be deemed to arise in the week in which the act/omission resulting in the Rectification or Default Notice occurred; and a week is measured from Monday to Sunday.

e) Street cleansing overall performance:

Deductions shall be based on the inspections (inspections carried out four times per year), using the general methodology of the former National Indicator 195, and £2,500 will be deducted per percentage point for Litter and for Detritus for performance below the following standards in any two consecutive inspections:

- i. Litter: 7%
- ii. Detritus: 9%

13.16 Where Deductions total more than 1% of the monthly Contract Price in two (2) consecutive months, or in any three (3) months in a six (6) month period, the

Authorised Officer may seek termination of this Contract on the basis of poor performance.

- 13.17 In the event of non-performance of the Services by the Contractor, save for non-performance due to a Force Majeure Event, the Contractor shall pay or allow to be paid to the Council liquidated damages at the rate of £50,000 per day.
- 13.18 The Contractor acknowledges that the sums set out above as liquidated damages represent a genuine and reasonable pre-estimate of the Council's loss arising from the Contractor's non-performance in question. The Council acknowledges that any liability of the Contractor to pay the Deductions/liquidated damages under this Clause 13 shall represent the Council's sole financial remedy in respect of any non-performance/failures, but shall be without prejudice to any other rights or remedies available to the Council under this Contract.

#### **14. Reporting and Record-Keeping Obligations**

- 14.1 The Contractor shall prepare and submit to the Authorised Officer all such activity and progress reports in relation to the Services as may be reasonably required by the Council from time to time in accordance with the terms of this Contract.
- 14.2 Without prejudice to Clause 14.1, the Contractor shall (and shall procure that any Sub-Contractor shall) keep and maintain detailed records relating to the delivery of the Services in accordance with the Specification, Good Industry Practice and any Applicable Laws including, without limitation:
- a) financial records in compliance with recognised accounting practices;
  - b) records of all Performance Failures in accordance with the Services Specification;
  - c) records of all incidents relating to Health & Safety and security which occur during the term of this Contract;
  - d) records of information required in relation to Equal Opportunities legislation.
- 14.3 The Contractor shall permit all records referred to in this Clause 14 to be examined and copied by the Authorised Officer, the Council's auditors and their representatives and other representatives of the Council, as may be reasonably required from time to time during the Contract Period.
- 14.4 All records and information referred to in this Clause 14 shall be subject to the provisions of Clause 31 (Confidential Information) and Clause 33 (Freedom of Information).
- 14.5 In the event of a Service Transfer, the Contractor shall (and shall procure that any Sub-Contractors shall) comply with all reasonable requests of the

Authorised Officer to provide to the New Contractor such records as referred to in Clause 14.2(a).

14.6 The Contractor shall retain all records for a period of twelve (12) years following the termination or expiry of this Contract or as otherwise required by any Applicable Laws.

## 15. Council's Variation to the Services

15.1 The Council has the right to propose changes to the Services in accordance with the Variation Procedure in this Clause 15. The Council shall not propose a change to the Services which:

- a) would cause any Necessary Consents to be revoked (or a new consent required to implement the relevant change to the Services to be unobtainable);
- b) requires the Services to be performed in a way that infringes any Applicable Laws or is inconsistent with Good Industry Practice;
- c) would (if implemented) materially and adversely change the nature of the Services;
- d) the Council does not have the legal power or capacity to require the implementation of; or
- e) would require the Contractor to implement the variation in an unreasonable period of time.

15.2 If the Council requires a variation to the Services, the Council shall serve a notice of variation on the Contractor ("Council Variation Notice"). The Council Variation Notice shall set out the variations required in sufficient detail to enable the Contractor to provide the estimated change in costs (the "Estimate").

15.3 As soon as practicable after receiving the Council Variation Notice, and in any event within ten (10) Business Days thereafter, the Contractor shall provide to the Contractor the Estimate. The Estimate shall include details of:

- a) the Estimated Costs of the change, including any change to the Contract Price;
- b) any capital expenditure required, including a statement as to how such capital expenditure will be funded;
- c) the timetable for implementation;
- d) the likely impact on the provision of the Services;
- e) the impact on and changes necessary to the terms of this Contract; and
- f) any amendments to the Necessary Consents or whether additional Necessary Consents are required.

- 15.4 As soon as practicable after the Council receives the Estimate, the Council and the Contractor shall discuss and agree the issues set out in the Estimate, including:
- a) providing evidence that the Contractor has used all reasonable endeavours (including, where practicable, the use of competitive quotes) to minimise any increase in costs and maximise any reduction in costs; and
  - b) demonstrating that any expenditure that has been avoided and which was anticipated to be incurred to maintain or replace assets that have been affected by the Variation has been taken into account in the Estimated Costs of the change.
- 15.5 If the Contractor does not intend to use its own resources to implement any change it shall comply with Good Industry Practice with the objective of ensuring that it obtains best value for money when procuring any work, services, supplies, materials or equipment required in relation to the Variation.
- 15.6 Any dispute between the parties in relation to any changes proposed by the Variation Estimate shall be determined in accordance with Clause 47 (Dispute Resolution Procedure).
- 15.7 As soon as practicable after the contents of the Estimate have been agreed or determined pursuant to Clause 47 (Dispute Resolution Procedure), the Council shall:
- a) confirm the Estimate (as modified) in writing; or
  - b) withdraw the Council Variation Notice.
- 15.8 If an Estimate identifies a reduction in the Contractor's or any Sub-Contractor's costs in providing the Services, the Contract Price shall be adjusted downwards to reflect an equal sharing of such costs savings as between the Contractor and the Council.
- 16. Contractor's Variation to the Services**
- 16.1 If the Contractor wishes to introduce a variation to the Services, it shall serve a notice on the Council ("Contractor Variation Notice").
- 16.2 The Contractor Variation Notice must:
- a) set out the proposed variation to the Services in sufficient detail to enable the Council to evaluate it in full;
  - b) specify the Contractor's reasons for proposing the variations to the Services;
  - c) request the Council to consult with the Contractor with a view to deciding whether to agree to the variation to the Services and, if so, what consequential changes the Council requires as a result;

- d) indicate any implications of the variation to the Services;
  - e) indicate whether a variation to the Contract Price is proposed and, if so, provide a detailed estimate of the proposed change; and
  - f) set out the timetable for implementing the proposed variation to the Services.
- 16.3 The Council shall evaluate the Contractor's proposed variation to the Services, taking into account all the relevant issues, including whether:
- a) a change to the Contract Price will occur;
  - b) the variation affects the quality of the Services or the likelihood of successful delivery of the Services;
  - c) the financial strength of the Contractor is sufficient to enable it to perform the Services as varied; or
  - d) the variation materially affects the risks or costs to which the Council is exposed.
- 16.4 As soon as practicable after receiving the Contractor Variation Notice, the Council and the Contractor shall meet and discuss the matters referred to in it. The Council may propose modifications or accept or reject the Contractor Variation Notice.
- 16.5 If the Council accepts the Contractor Variation Notice, the relevant variation to the Services shall be implemented within the timetable set out in the Contractor Variation Notice as accepted.
- 16.6 If the Council rejects the Contractor Variation Notice (which it may do in its absolute discretion, except where Clause 16.8 applies) the Council shall notify the Contractor accordingly.
- 16.7 A Contractor Variation Notice shall not result in an increase to the Contract Price unless the Council's acceptance specifically agrees to the increase. If the variation to the Services causes or will cause the Contractor's costs to decrease, there shall be a correspondent decrease in the Contract Price.
- 16.8 The Council shall not reject a Contractor Variation Notice which is required in order to conform to a Change in Law.
17. **Step-In**
- 17.1 The Council shall be entitled to exercise its right of step-in in accordance with this Clause 17 if it reasonably believes that action is required in connection with the provision of the Services:
- a) to discharge a statutory duty;

- b) to address a serious risk which exists to the health and safety of persons or property or to the environment that the Contractor is unable or is expressly unwilling to remedy; or
  - c) to deal with an emergency that has arisen.
- 17.2 If the Council wishes to exercise their right of step-in, the Authorised Officer shall provide to the Contractor notice in writing specifying:
- a) the action the Council wish to take;
  - b) the reason for such action;
  - c) the date the Council wishes to commence such action;
  - d) the time period which the Council believes will be necessary for such action; and
  - e) to the extent practicable, the effect on the Contractor and its obligation to provide the Services during the period such action is being taken.
- 17.3 Following service of notice in accordance with Clause 17.2, the Council shall take such action as notified together with any additional action as it reasonably believes is necessary (the "Required Action") and the Contractor shall provide to the Council all such assistance as reasonably requested by the Council in taking the Required Action. The Council shall provide the Contractor with notice of completion of the Required Action and shall use reasonable endeavours to provide such advance notice as is reasonably practicable of its anticipated completion.
- 17.4 The Council shall undertake any Required Action in accordance with Good Industry Practice.
- 17.5 If the Required Action is taken as a result of a breach by the Contractor of its obligations under this Contract and the taking of such Required Action prevents the Contractor from providing any part of the Services then, for so long as and to the extent that the Required Action is taken:
- a) the Contractor shall be relieved of its obligations to provide that part of the Services as are affected; and
  - b) in respect of the period in which the Council is taking the Required Action, that part of the Contract Price due from the Council to the Contractor shall equal the amount the Contractor would receive if it were satisfying all its obligations and providing the Services affected by the Required Action in full over that period, less an amount equal to Council's reasonable costs of operation in taking the Required Action.
- 17.6 Where the Council takes the Required Action but for a breach by the Contractor which prevents the Contractor from providing any part of the Services then, for so long as and to the extent that the Required Action is taken:



- a) the Contractor shall be relieved from its obligations to provide such part of the Services as are affected; and
- b) in respect of the period in which the Council is taking the Required Action and provided that the Contractor provides the Council with reasonable assistance (such assistance to be at the expense of the Council to the extent that incremental costs are incurred) that part of the Contract Price due from the Council to the Contractor shall equal the amount the Contractor would receive if it were satisfying all its obligations and providing the Services affected by the Required Action in full over that period.

## **SECTION 5 - PREMISES AND ASSETS**

### **18. Depots**

- 18.1 The Depots will be made available to the Contractor in accordance with the Lease, which shall be entered into between the Contractor and the Council on the Effective Date.
- 18.2 The Contractor shall only be entitled to use and occupy the Depots in accordance with the terms of the Lease and, subject to the requirements of any Necessary Consents, shall use the Depots only for the purposes of providing the Services, unless otherwise agreed in writing by the relevant Council.
- 18.3 The Council shall be liable for all Environmental Liability arising from or in relation to any Depots, except to the extent such liability arises from any action, omission, default or negligence of the Contractor in carrying out any of its obligations under this Contract.
- 18.4 The Council shall undertake condition surveys of its Depots no later than two months following the Effective Date and no later than one month following the Termination Date. The costs of the condition surveys shall be borne equally between the Council and the Contractor.
- 18.5 The Lease for the current depot is only available for a limited period. Arrangements for new depot(s) are to be agreed: but shall automatically cease and determine with effect from the Termination Date. Transfer of the Depots back to the Council shall be dealt with in accordance with the yielding up provisions of the Leases.

### **19. Contractor Premises**

- 19.1 Save in respect of any Depots to be made available by the Council, the Contractor shall be responsible for providing all Premises necessary in order to perform the Services in accordance with the terms of this Contract.
- 19.2 The Contractor shall:

- a) obtain and maintain the Necessary Consents to use the Premises for the purposes of providing the Services;
- b) ensure that the Premises are available for the Contract Period;
- c) be responsible for the payment of all fees, charges, rates and all other outgoings and expenses in relation to the Premises;
- d) operate, keep in good repair and maintain the Premises in accordance with all Applicable Laws and Good Industry Practice; and
- e) insure the Premises in accordance with the provisions of Clause 30 (Insurance).

## 20. Assets

- 20.1. If the Council does not elect to procure and fund the assets itself, the Contractor shall be responsible for providing all Assets as may be reasonably required for the proper performance of the Services.
- 20.2. If the Council does not elect to procure and fund the assets itself, all Assets used for providing the Services shall be owned or leased by the Contractor on terms which permit the Contractor to assign the benefit of such lease to the Council.
- 20.3. The Contractor shall, during the Contract Period:
  - a) operate, keep in good repair and maintain the Assets in accordance with Good Industry Practice;
  - b) insure the Assets in accordance with the terms of Clause 30 (Insurance); and
  - c) provide replacements when breakdowns occur or an Asset ceases to work effectively.
  - d) provide the Council on an annual basis by the 31<sup>st</sup> March the relevant details to allow the Council to account for the lease arrangements under International Financial Reporting Standards and in particular, IFRIC 4 and IAS 17. The information required will be:-
    - i) Description of each vehicle (incorporating make / model)
    - ii) Capital cost of each vehicle paid by the Contractor excluding VAT (not the list price)
    - iii) The lease payment frequency for each vehicle
    - iv) The start date of the lease for each vehicle
    - v) Confirmation of the lease period for each vehicle
    - vi) The lease payment per vehicle in sterling (excluding maintenance and VAT)
    - vii) The residual value assumed per vehicle (if any)

- 20.4. Not less than six (6) months prior to the expiry of the Contract Period, or in the case of early termination as soon as practicable thereafter, the Council shall notify the Contractor in writing indicating which, if any, Assets the Council require to be transferred to itself or the New Contractor for the purpose of continuing the provision of the Services or services the same as or similar to the Services.
- 20.5. Within thirty (30) days after receiving notice in accordance with Clause 20.4, the Contractor shall notify the Council in writing of the value being the current market value (exclusive of VAT) fixed by a valuer approved by both parties acting as expert and not as arbitrator (the "Value").
- 20.6. Following determination of the Value of the Assets, the Council shall confirm in writing which Assets are to transfer to it and the date of transfer. Subject to payment of the Value by the Council, the Contractor shall transfer the transferring Assets to the Council or the New Contractor (as determined by the Council).

## 21. Rights of Access

- 21.1 The Contractor shall permit the Council, by its duly authorised representatives, upon reasonable prior written notice to the Contractor (save in the event of an emergency when no notice shall be required), to visit any Premises where or from where the Services are being performed and meet with Personnel currently engaged in the provision of the Services, and shall comply with all reasonable requests by the Council during or as a result of such inspection, to enable the Council to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract.

## SECTION 6 - FINANCIAL

### 22. Contract Price

- 22.1 In consideration of the Services to be provided by the Contractor, the Council shall pay to the Contractor the Contract Price in accordance with the terms of this Clause 22 and Schedule 2 (Pricing Schedule / Bills of Quantities). No additional charges shall be effective unless agreed by the parties in writing.
- 22.2 The Contract Price shall be fixed for the first Contract Year. In respect of the second and each subsequent Contract Year, the Contract Price shall be adjusted on each anniversary of the First Services Commencement Date, calculated as follows:

$$R = (Cx(A-B)/B)) + C$$

Where:

R = Reviewed Price

C = Contract Price at preceding Review Date or in the case of the first review, at the Services Commencement Date

A = Relevant Index Figure at April preceding Review Date

B = Relevant Index Figure at preceding Review Date or in the case of the first review, at the Services Commencement Date

- 22.3 For the purposes of Clause 22.2, the Relevant Index shall be Consumer Price Index (CPI).
- 22.4 Notwithstanding the provisions of this Clause 22, the Contract Price may be reviewed by agreement between the parties in accordance with Clauses 15 and 16 (Council's Variation to the Services and Contractor's Variation to the Services).
- 22.5 The Contractor shall submit to the Authorised Officer, no less than one (1) month of the end of each Contract Year, a full copy of its draft accounts relating to the Services. The Contractor shall provide to the Authorised Officer a certified copy of its accounts as soon as they are available.

### 23. **Charging and Invoicing**

- 23.1 The Contractor shall, at the end of each calendar month, submit to the Council an invoice in respect of the Services performed during that month.
- 23.2 Within thirty (30) days of receipt of the invoice, the Authorised Officer shall issue a certificate certifying the amount properly due and payable to the Contractor in accordance with this Contract and which shall take into account any adjustments made in accordance with Clause 24 (Ascertainment of Amounts due in Certificates). The Council shall pay to the Contractor such amount as is properly certified within thirty (30) days following receipt of the Contractor's invoice.
- 23.3 The Contract Price is payable exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Council following delivery of a valid VAT invoice. The Contractor shall indemnify the Council against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Council at any time in respect of the Contractor's failure to account for, or to pay, any VAT relating to payments made to the Contractor under this Contract.
- 23.4 If the Authorised Officer receives an invoice which he/she, acting in good faith, reasonably believes includes a sum which is not valid and properly due:
- a) the Authorised Officer shall notify the Contractor in writing as soon as reasonably practicable;
  - b) the Council's failure to pay the disputed sums shall not be deemed to be a breach of this Contract;
  - c) the Council shall pay the balance of the invoice which is not in dispute by the date its falls due;
  - d) to the extent that the Council is obliged, following resolution of the dispute, to pay an amount, then the Contractor may charge interest in

accordance with Clause 23.5 from the date it fell due until the date of payment;

- e) to the extent that the Contractor is obliged to refund an amount to the Council, interest shall be added to that amount in accordance with Clause 23.5; and
- f) once the dispute has been resolved, where either party is required to make a balancing payment, it shall do so within thirty (30) days.

23.5 If either party fails to make any payment due to the other under this Contract on the date it falls due, the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above the base rate of the Bank of England. Such interest shall accrue on a daily basis from the date it becomes due until the date of actual payment.

23.6 The Contractor shall not suspend provision of the Services if any payment is overdue.

23.7 The Council may, without prejudice to any other right or remedy that may be available to it, retain or set-off any sums owed to it by the Contractor which have fallen due and payable against any sums due to the Contractor under this Contract, or any other contract pursuant to which the Contractor or any associated company of the Contractor provides goods or services to the Council.

#### 24. **Ascertainment of Amounts Due in Certificates**

24.1 The amount stated as being due in a certificate issued by the Authorised Officer in Clause 23.2 shall be the value of the work forming part of the Services which has been provided by the Contractor, measured and valued in accordance with Schedule 2 (Pricing Schedule / Bills of Quantities) and adjusted by the following

- a) less any previous payments made to the Contractor for that part of the Services;
- b) less any Deductions ascertained in accordance with Clause 13 (Performance Monitoring and Deductions);
- c) less any payment in respect of any Services which the Contractor has either failed to provide or has provided inadequately; and
- d) any other additions or deductions as otherwise authorised in this Contract.

#### 25. **Final Accounting and Certification**

25.1 Within three (3) months of the Termination Date, the Contractor shall submit to the Authorised Officer an account in all respect of all the Services carried out

during the Contract Period, together with any other sums that the Contractor considers to be due to him under this Contract.

25.2 Within three (3) months of receipt of the final account, the Authorised Officer shall certify the amount which he/she considers properly due and payable in respect of the provision of the Services under this Contract.

25.3 The Council shall pay to the Contractor such amount as is properly certified within thirty (30) days following certification. In the event that any sums are payable by the Contractor to the Council, the Contractor shall pay such amount within thirty (30) days following certification.

## **SECTION 7 – PERSONNEL**

### **26. Personnel**

26.1 The Contractor shall ensure that at all times during the Contract Period:

- a) each of the Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
- b) there is an adequate number of Personnel to properly provide the Services;
- c) the Personnel are adequately supervised, are informed of, and are discharging their duties in accordance with, the terms of this Contract;
- d) the Personnel are properly attired according to the nature of their duties in identifiable uniforms and, where necessary, protective clothing and footwear; and
- e) the Personnel observe all Health and Safety policies and legislative requirements in relation to their discharge of the Services.

26.2 The Contractor shall maintain up-to-date personnel records on all Personnel engaged in the provision of the Services and shall, upon reasonable request, provide reasonable information to the Authorised Officer on the Personnel to enable it to be satisfied that the obligations of this Clause 26 have been met. The Contractor shall ensure at all times that it has the right to provide these records under the Data Protection Laws.

26.3 The Contractor shall use all reasonable endeavours to ensure continuity of Personnel and to ensure that the turnover rate of its staff engaged in the provision or management of the Services is at least as good as the prevailing industry norm for similar services, locations and environments.

26.4 The Authorised Officer may, after due consideration of all the relevant circumstances, request that the Contractor, by notice in writing citing reasons, takes disciplinary action against or removes any key Personnel. Following the removal of any key Personnel for any reason, the Contractor shall ensure such

person is replaced promptly with another person with the necessary qualifications, skills and training to meet the requirements for the provision of the Services.

## **27. TUPE and Pensions**

27.1 The Council and the Contractor agree that the contracts of employment of each of the Transferring Employees (except for the terms and conditions of such contracts which do not transfer pursuant to TUPE) will have effect from the Services Commencement Date as if originally between the Transferring Employee and the Contractor, except where any of the Transferring Employees object pursuant to Regulations 4(7), 4(9) or 4(11) of TUPE.

27.2 The Council and the Contractor have agreed the terms and conditions which shall apply in relation to the Transferring Employees from the Council in Schedule 5 (TUPE: Epping Forest DC) and in relation to the Transferring Employees from Sita and other contractors in Schedule 6 (TUPE: Sita and other contractors) and the parties shall comply with their respective obligations under the provisions of Schedules 5 and 6.

27.3 The Council and the Contractor, in addition to the matters referred to in this Clause 27, have agreed the terms and conditions which shall apply in relation to the pensions of the Transferring Employees in Schedule 5 and 6 and the parties shall also comply with their respective obligations under the provisions of Schedule 7 (Pensions). For any Council staff transferring who are members of the Local Government Pension Scheme, there is a requirement that the Contractor takes on Admitted Body Status and has a Pension Bond in place.

## **28. Human Rights/Equalities**

28.1 In all its activities carried out pursuant to this Contract the Contractor shall comply and ensure that its agents, sub-contractors and employees comply with:

(i) the Human Rights Act 1998 as if the Contractor were a public body (as defined in the Human Rights Act)

(ii) all Laws relating to equal opportunity including but without limitation to discrimination on the basis of age disability sex or sexual orientation race religion or belief, in particular the Equality Act 2010, and

(iii) the Council's equal opportunities policies and procedures as may be adopted and amended from time to time as notified to the Contractor.

## **SECTION 8 - LIABILITY AND INDEMNITY**

### **29. Limitations on Liability**

29.1 Nothing in this Clause 29 or otherwise in this Contract shall exclude or in any way limit the parties' liability for:

- a) fraud;
  - b) death or personal injury caused by its negligence;
  - c) breach of any obligation as to title implied by statute; or
  - d) any liability to the extent the same may not be excluded or limited by law.
- 29.2 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this Contract.
- 29.3 Subject to Clause 29.1, neither party shall be liable to the other under or in connection with this Contract, or any collateral contract, for any indirect, special or consequential loss or damage which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities, loss of, damage to or corruption of data, in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise.
- 29.4 Subject to Clause 29.1, the Contractor's total aggregate liability:
- a) in respect of the indemnities given by the Contractor in this Contract is unlimited;
  - b) in respect of the Deductions, is limited, in each Contract Year, to 125% of the Contract Price payable by the Council in the applicable Contract Year; and
  - c) in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Contract, shall in no event exceed 200% of the Contract Price paid under this Contract in the subsequent Contract Year in respect of which the claim arises.
- 29.5 The provisions of Clause 29.3 shall not limit the Council's right to recover any of the following from the Contractor:
- a) additional operational and administrative costs and expenses arising from a Performance Failure;
  - b) wasted expenditure or charges rendered unnecessary and incurred by the Council arising from a Performance Failure;
  - c) any additional cost of procuring and implementing replacement services in the event of a Performance Failure;
  - d) any fines, expenses or other losses arising from a breach by the Contractor of any Applicable Laws;



- e) any loss of profits, business opportunity, revenue or goodwill which arises as a direct result of a Performance Failure.

29.6 Subject to Clause 29.1, the Council's total aggregate liability in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Contract (other than a failure to pay the Contract Price for which the Council shall remain fully liable), shall in no event exceed the amount paid to the Contractor in the relevant Contract Year in respect of which the claim arises.

### 30. Insurance

30.1 The Contractor shall effect and maintain, with a reputable insurance company and during the Contract Period, such insurance as the Council considers necessary in respect of its obligations and liabilities under this Contract or as required by any Applicable Law, including without limitation:

- a) public liability insurance with a limit of indemnity of not less than £5 million in relation to any one claim or series of claims; and
- b) employer's liability insurance with a limit of indemnity of not less than £10 million in relation to any one claim or series of claims.

30.2 Such insurance cover shall be in respect of all risks which the Contractor may incur in the performance of the Services, including death or personal injury, loss of or damage to property or any other loss.

30.3 The Contractor shall ensure that the Council is named as an additional insured party and shall provide that they shall be non-cancellable and not subject to reduction in coverage or policy amount except with the Council's written consent, such consent not to be unreasonably withheld.

30.4 The Contractor shall provide written evidence of such coverages to the Council at the Services Commencement Date and, upon reasonable request and within seven working days of such request, at any other time during the Contract Period.

30.5 If the Contractor fails to comply with its obligations under this Clause 30, the Council may pay any premiums necessary to effect the required insurances and/or keep any such insurances and may recover the costs of such arrangements from the Contractor as a debt.

## SECTION 9 - INFORMATION REQUIREMENTS

### 31. Confidential Information

31.1 Save as may be necessary in the performance of the Services under this Contract, or as the Council may allow in writing the Contractor shall treat as confidential all information relating to this Contract and the Council shall take all reasonable steps to see that its employees do likewise.

- 31.2 The Council and the Contractor each undertake to hold in confidence for the others, to use only for the purposes contemplated in this Contract and not to publicise or otherwise disclose to any third party, the Confidential Information of the others.
- 31.3 Each of the parties undertakes to disclose Confidential Information of the other party only to those of its officers, employees, agents and sub-contractors who are directly involved in this Contract and shall ensure that such officers, employees, agents and sub-contractors are made aware of and observe the confidentiality obligations in this Clause 31.
- 31.4 Upon the expiry or termination of this Contract for any reason, each party shall return any and all Confidential Information of the other party then in its possession or control and will not retain any copies of the same.
- 31.5 The obligations in this Clause 31 shall survive the expiry or termination of this Contract for any reason, but shall not extend to any Confidential Information which:
- a) is or has become public knowledge other than by breach of this Clause 31;
  - b) is, at the time of receipt, lawfully in the possession of the recipient;
  - c) is lawfully obtained by the recipient from a third party who is under no obligation restricting its disclosure;
  - d) is required to be disclosed by law, regulation or order of a competent authority, provided that Clause 33 (Freedom of Information) shall apply to disclosures under the Freedom of Information Act 2000; or
  - e) is independently developed by the recipient or its employees, agents or contractors without access to the Confidential Information.
- 31.6 Nothing in this Clause 31 shall be deemed to prevent, or be construed as preventing, the Council from disclosing, solely for the purposes contemplated in this Contract, any Confidential Information to any other supplier, consultant or other person engaged by the Council in connection with the Services, provided that the Council has obtained from any such supplier, consultant or person a confidentiality undertaking on substantially the same terms as contained in this Clause 31. The Council shall notify the Contractor in writing prior to any such disclosure being made.
- 31.7 The Council and the Contractor may each use such data processing techniques, ideas or know-how obtained during the performance of the Services to further its business provided that in so doing it does not breach the confidentiality provisions of this Clause 31 or any intellectual property right of the other party.

## 32. Data Protection

- 32.1 In so far as the Contractor processes any personal data on behalf of the Council, the parties agree that the Council is the "data controller" and the Contractor is the "data processor", as those terms are defined in the Data Protection Laws.
- 32.2 The Contractor shall, in providing the Services, comply with the Data Protection Laws in connection with its data processing obligations under this Contract and shall not do, or permit to be done, anything which may cause or otherwise result in a breach by the Council of the same.
- 32.3 Notwithstanding any other provisions in this Contract, the Contractor shall:
- a) implement all such technical and organisational security measures necessary to protect the personal data against unauthorised or unlawful processing, alteration, disclosure or accidental loss, destruction or damage. The Contractor shall take such measures as may be required of a data controller under the Data Protection Laws or as may be required or directed by the Council from time to time;
  - b) take all reasonable steps to ensure that only duly authorised officers, employees, agents or sub-contractors are permitted to access the personal data and the Contractor shall assume full responsibility for monitoring and restricting the use of secure passwords, user identification numbers and other security procedures and measures subject to the Contractor's control;
  - c) ensure that its officers, employees, agents and sub-contractors accessing the personal data are made aware of its confidential nature and comply with the obligations set out in this Clause 32 relating the processing of the personal data;
  - d) permit the Council by its duly authorised representatives, upon reasonable prior notice to the Contractor, to inspect and audit the Contractor's data processing activities hereunder and shall comply with all reasonable request and directions by the Council to enable the Council to verify and/or procure that the Contractor is in full compliance with its data processing obligations under this Contract; and
  - e) notify the Council, within five (5) Business Days, if its receives a request from a data subject to have access to that person's personal data or a complaint or request relating to the Council's obligations under the Data Protection Laws.
- 32.4 The Contractor may appoint a sub-contractor to carry out its data processing obligations under this Contract, provided that the Contractor acknowledges and understands that it shall be and remain fully liable to the Council for the performance of any sub-contractor appointed by it hereunder. The Contractor shall ensure that the sub-contractor's contract is on terms which are substantially the same as those set out in this Contract.

32.5 The Contractor shall be liable for and shall indemnify the Council against any and all actions, claims, liabilities, losses, damages and expenses incurred by the Council which arise, directly or indirectly, out of or in connection with the Contractor's data processing activities under this Contract.

32.6 In this Clause 32, the terms "personal data", "process" or "processing" and "data subject" shall have the meanings ascribed to them in the Data Protection Laws.

### 33. Freedom of Information

33.1 The Contractor acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and shall assist and co-operate with the Council to enable the Council to comply with such information disclosure requirements. The Contractor shall bear the costs and expenses of providing such assistance.

33.2 The Council shall be responsible for determining at their absolute discretion whether the Confidential Information and any other information relating to the performance of the Services is to be disclosed in response to an information request, or is exempt from disclosure, in accordance with the provisions of FOIA and/or EIR. Neither party shall respond to any information request without the prior written consent of the other parties.

33.3 The Contractor shall within ten (10) Business Days of the Council's request provide the Council with any information it requires in order to comply with the Freedom of Information Act 2000.

33.4 The Contractor shall, and shall procure that its Sub-Contractors shall:

- a) transfer any information request to the Council as soon as reasonably practicable after receipt and in any event within three (3) days of receipt;
- b) provide the Council with a copy of all Information (within the meaning of section 84 FOIA) in its possession or power in the form that the Council requires within fourteen (14) days (or such other period as the Council may specify) of the Council requesting that Information; and
- c) provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to an information request within the time for compliance set out in section 10 FOIA or section 5 EIR.

33.5 The Contractor acknowledges that the Council may, acting in accordance with the Secretary of State for Constitutional Affairs' code of Practice on the discharge of public authorities' functions under Part 1 FOIA, be obliged under FOIA or EIR to disclose information without consulting the Contractor or following consultation with the Contractor, and having taken its views into account, provided always that, where the Contractor is consulted, the Council shall take reasonable steps, where appropriate, to give the Contractor advance

notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

- 33.6 The Contractor shall ensure that all Confidential Information produced under or in the course of, or relating to, this Contract is retained for disclosure and shall permit the Council to inspect such records upon reasonable request from time to time.
- 33.7 The Contractor acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information in accordance with Clause 33.4.

## SECTION 10 - TERMINATION

### 34. Termination for Breach

- 34.1 The Council may terminate this Contract or any part of the Services immediately at any time by written notice to the Contractor if the Contractor:
- a) commits any material breach of its obligations under this Contract, which breach is irremediable, or which breach (if remediable) is not remedied within thirty (30) days after the service of written notice requiring the same;
  - b) commits persistent breaches of its obligations under this Contract, which breaches are irremediable, or which breaches (if remediable) are not (in each case) remedied within thirty (30) days after the service of written notice requiring the same; or
  - c) fails to adequately remedy any Performance Failures in accordance with the provisions of Clause 13 (Performance Monitoring and Deductions).
- 34.2 Without limitation to Clause 34.1, the Council may terminate this Contract or any part of the Services immediately at any time by written notice to the Contractor if the Contractor:
- a) breaches any of its warranties or undertakings under Clauses 10 and 11; or
  - b) commits a Prohibited Act.
- 34.3 The Council shall be entitled to terminate this Contract forthwith and recover from the Contractor the amount of any loss resulting in such cancellation if the Contractor its servants or agents with or without its knowledge have:
- a) Offered given or agreed to give any person financial or other advantage of any kind as an inducement or reward for doing or not doing anything in relation to the obtaining or carrying out of this Contract or any other contract with the Council or for showing or not showing favour or

disfavour to any person in relation to this Contract or any other contract with the Council; or

- b) Committed any offence under the Bribery Act 2010 or given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972

34.4 A notice of termination issued under Clauses 34.1, 34.2 and 34.3 shall specify:

- a) the nature of the breach;
- b) in the case of a Prohibited Act, the identity of the person whom the Council believe has committed the Prohibited Act;
- c) the duration of the termination period during which the Council require the Contractor to continue to provide and/or procure the provision of, the Services (or part thereof). Any such period may be extended or shortened by written agreement between the parties.

### 35. Termination for Insolvency, Change of Control or Without Cause

35.1 The Council may terminate this Contract immediately at any time by written notice to the Contractor in the event that:

- a) other than for the purposes of a bone fide reconstruction or amalgamation, a resolution by the Contractor for its winding up, or a court of competent jurisdiction making an order for it to be wound up or dissolved, or the Contractor being otherwise dissolved; or
- b) the appointment of an administrator of, or the making of an administration order in relation to the Contractor, or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or any part of the Contractor's undertaking, assets, rights or revenue; or
- c) the Contractor entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them, or taking steps to obtain a moratorium, or making an application to a court of competent jurisdiction for protection from its creditors; or
- d) the Contractor being unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- e) the Contractor entering into any arrangement, compromise or composition in satisfaction of its debts with its creditors.

35.2 The Council may terminate this Contract by written notice to the Contractor if the Contractor undergoes a Change of Control to which the Council reasonably object, provided that the Council serve their notice within three (3) months of the date on which the Contractor notified the Council of the Change of Control or on which the Council became aware of the Change of Control.

35.3 The Council may, subject to Clause 37.5, terminate this Contract at any time without cause by giving to the Contractor no less than three (3) months written notice.

### 36. Termination for Force Majeure

36.1 Either party may, during the continuance of any Force Majeure Event, terminate this Contract or the affected part of the Services by written notice to the other party if the Force Majeure Event continues for more than thirty (30) days.

### 37. Effect of Termination

37.1 The expiry or termination of this Contract for any reason shall not give either party the right to claim any compensation, indemnity or reimbursement whatsoever from the other by reason of such termination except as specifically provided in this Clause 37, but termination shall be without prejudice to any right or remedies available to, or any obligations or liabilities accrued to, either party at the effective date of termination.

37.2 Following the service of a notice of termination, the Contractor shall continue to provide and/or procure the provision of the Services, and shall ensure that there is no degradation in the Performance Standards, until the expiry of the termination period.

37.3 During the termination period or the twelve (12) months preceding the Termination Date, as applicable, the Contractor shall:

- a) co-operate fully with the transfer of the Services (or any part thereof) to the Council or the New Contractor; and
- b) comply with the provisions of Clause 38 (Exit and Service Transfer).

37.4 Upon termination of this Contract under Clauses 34, 35 or 36:

- a) the Council shall suspend all payments to the Contractor under this Contract until all costs and Deductions properly incurred or due under this Contract have been assessed; and
- b) the Contractor shall pay to the Council the costs reasonably incurred by the Council as a result of the termination and including the costs of arranging for the provision of the Services by a third party.

37.5 Upon termination of this Contract by the Council under Clauses 35.2 or 35.3, the Council shall pay to the Contractor the Compensation Sum.

37.6 On the Termination Date, the Contractor shall repay to the Council any amount which it may have been paid in advance in respect of the Services not provided or procured by the Contractor as at the Termination Date.

37.7 The parties acknowledge and agree that the provisions of and the rights of termination set out in this Clause 37 shall be the exclusive and complete statement of rights of termination available to the parties under or in connection with this Contract and shall accordingly supersede or replace entirely any rights of termination which may or would have been available to the parties as a matter of law (whether arising in or at common law, equity or otherwise) but for this Clause 37.7.

### 38. Exit and Service Transfer

38.1 The Contractor shall, by no later than the [third] Contract Year, produce an Exit Plan for an orderly Service Transfer. Within forty (40) Business Days, or such other period as the parties may agree, following the submission of the Exit Plan, the parties shall meet and use all reasonable endeavours to agree the Exit Plan. If the parties are unable to agree the Exit Plan within the specified time period, either party may refer the Dispute for resolution in accordance with the Dispute Resolution Procedure.

38.2 The Contractor shall review and update the Exit Plan at regular intervals to reflect any changes to the Services, following which the Contractor shall submit the revised Exit Plan to the Council for review. The Council shall notify the Contractor if it wishes to discuss the revised Exit Plan. If the parties are unable to agree the revised Exit Plan, either party may refer the Dispute for resolution in accordance with the Dispute Resolution Procedure.

38.3 Upon the expiry or termination of this Contract, the Contractor shall use all reasonable endeavours to facilitate a smooth Service Transfer and the Contractor shall at no time take any action during the Contract Period or thereafter which is intended, directly or indirectly, to prejudice, disrupt or otherwise frustrate the Service Transfer.

38.4 During the final twelve (12) months of the Contract Period or during the period of any notice of termination under this Contract, and in either case for a period not exceeding three (3) months thereafter, the Contractor shall fully co-operate with the Service Transfer and for the purposes of this Clause 38.4, the term "co-operate" shall include:

- a) liaising with the Council and/or a New Contractor, and providing reasonable assistance and advice concerning the Services and the Service Transfer;
- b) allowing any New Contractor access (at reasonable times and upon reasonable notice) to the Depots/Premises but not to the extent that it may cause interference with the provision of the Services by the Contractor;
- c) subject to the provisions of Clause 31 (Confidential Information), providing to the Council and/or to a New Contractor all and any information concerning the Services which is required for the efficient transfer of responsibility for their performance including the Contractor's costs of operating and maintaining the Services;



- d) using all reasonable endeavours to assign or otherwise transfer the benefit of any sub-contract or other contract related to the performance of the Services; and
- e) where there is a Relevant Transfer as a result of the termination or expiry of this Contract, complying with the provisions of Schedules 5, 6 and 7.

## **SECTION 11 - FORCE MAJEURE AND BUSINESS CONTINUITY**

### **39. Force Majeure**

39.1 Subject to the remaining provisions of this Clause 39, neither party shall be liable to the other for any delay or non-performance of its obligations under this Contract to the extent that such non-performance is due to a Force Majeure Event and provided the same arises without the fault or negligence of the affected party.

39.2 In the event that either party is delayed or prevented from performing its obligations under this Contract by a Force Majeure Event, the affected party shall:

- a) notify the non-affected party within two (2) Business Days of becoming aware of the same of such Force Majeure Event and the manner and extent to which its obligations are likely to be prevented or delayed;
- b) use reasonable endeavours to minimise the effects of such Force Majeure Event in accordance with Good Industry Practice; and
- c) resume performance of its obligations under this Contract as soon as reasonably practicable following the end of the Force Majeure Event.

39.3 As soon as practicable following the affected party's notification of a Force Majeure Event, the parties may consult with each other in good faith to agree appropriate terms to minimise the effects of the Force Majeure Event and to facilitate continued performance of this Contract.

39.4 Either party may, during the continuance of a Force Majeure Event, terminate this Contract in accordance with Clause 36 (Termination for Force Majeure).

### **40. Business Continuity**

40.1 The Contractor shall, upon request:

- a) provide the Council with a copy of its business continuity plan or otherwise with satisfactory evidence of its business continuity measures (the "Business Continuity Plan"); and
- b) demonstrate to the Council's reasonable satisfaction the viability and effectiveness of the Contractor's business continuity measures by providing details of its business continuity exercises.

- 40.2 The parties shall meet within three (3) months of the Services Commencement Date to agree communication and action procedures in the event of a disruption occurring which interrupts the Contractor's business critical functions (whether wholly or in part) and/or has an impact of the Contractor's ability to provide the Services (the "Critical Interruption").
- 40.3 Following the declaration of a Critical Interruption the Contractor shall:
- a) implement the Business Continuity Plan;
  - b) continue to provide the affected Services to the Council in accordance with the Business Continuity Plan; and
  - c) restore the affected Services within the period set out in the Business Continuity Plan.
- 40.4 The Council may, from time to time, require members of the Contractor's Personnel to attend business continuity training, emergency planning training and/or such other training as may be relevant to deal with Critical Interruptions.
- 40.5 For the avoidance of doubt, a disruption of the Services due to a Critical Interruption shall not constitute a Performance Failure for the purposes of Clause 13 (Performance Monitoring and Deductions).

## **SECTION 12 - ASSIGNMENT AND SUB-CONTRACTING**

### **41. Assignment**

- 41.1 The Contractor shall not assign, transfer, sub-license, novate or otherwise dispose of any or all of its rights and obligations under this Contract. The Contractor is prohibited from transferring or assigning directly or indirectly to any person or persons whatever any portion of this Contract without the written permission of the Council. Sub-letting other than that which may be customary in the trade concerned is also prohibited.
- 41.2 The Council shall be entitled to:
- a) assign, transfer novate, or otherwise dispose of its rights and obligations under this Contract (or any part thereof) to another Council within Essex; or
  - b) novate this Contract to any other body established by the Crown or under statute in order to substantially perform any of the functions that previously had been performed by the Council.

### **42. Sub-Contracting**

- 42.1 The Contract shall not sub-contract the performance of its obligations under this Contract (in whole or in part) to any third party selected by it, without the prior

written consent of the Council (such consent not to be unreasonably withheld or delayed).

- 42.2 The Contractor shall remain responsible to the Council for the performance of its obligations under this Contract notwithstanding the appointment of any sub-contractor and shall be responsible for the acts or omissions of its sub-contractor.
- 42.3 The Contractor shall ensure that a copy of any sub-contract is provided to the Authorised Officer within ten (10) Business Days after it is executed.
- 42.4 To the extent that the Contractor sub-contracts any of its rights or obligations under this Contract to a third party:
- a) the Contractor shall, save as otherwise agreed by the Council in writing, ensure that the sub-contract includes the right, under the Contracts (Rights of Third Parties) Act 1999, for the Council to enforce the terms of that sub-contract as if they were the Contractor; and
  - b) any reference in this Contract to the Contractor's Personnel shall include those of the relevant sub-contractor.

## **SECTION 13 - AUDIT AND CORPORATE REQUIREMENTS**

### **43. Audit**

- 43.1. The Contractor shall assist representatives of the Council with any audit process or investigation by allowing them unrestricted access to any records e.g. documentation, files, statements, literature or any other similar material, in whatever form relating to the carrying out of the Services, including access to any premises in which such material is stored, processed or otherwise kept. Such representatives shall also be entitled to take copies of any and all documentation and to access and copy computer data.
- 43.2. The Contractor shall allow the Council's representatives to take statements from any member of the Contractor's staff at times within working hours in connection with an audit process or investigation. Such staff should be instructed by the Contractor to co-operate fully with such audit process or investigation.
- 43.3. The Contractor shall allow the Authorised Officer and any auditors or other advisers to the Council to access the Contractor's Personnel and to such of the Contractor's records as the Council may reasonably require to:
- a) fulfil any legally enforceable request by any Regulatory Body;
  - b) review compliance of the Services with the Performance Standards and this Contract generally;
  - c) verify the accuracy of any charges under this Contract or identify a suspected fraud; and/or

- d) verify the accuracy and completeness of any management information delivered or required by this Contract.
- 43.4. The Council shall use its reasonable endeavours to minimise any disruption or delay to the Services caused by the conduct of an audit and that, where possible, individual audits are co-ordinated with each other.
- 43.5. The Council shall provide to the Contractor no less than five (5) Business Days' written notice of its intention to conduct an audit, save where the audit is conducted in respect of a suspected fraud, in which event no notice shall be required.
- 43.6. The parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this Clause 43. Where the audit identifies a material breach of the terms of this Contract by the Contractor, the Contractor shall reimburse the Council for the Council's costs reasonably incurred in the course of the audit.
- 43.7. The Council may increase the extent to which it monitors the Contractor's performance of the Services if the Contractor fails to meet the Performance Standards or fails to fulfil its other obligations under this Contract. The Authorised Officer shall notify the Contractor of the Council's intention to increase the level of its monitoring and the Contractor shall bear its own costs in complying with such monitoring.

#### **44. Corporate Requirements**

- 44.1 The Contractor shall comply with the Council's policies on equality, bribery, sustainability and whistle-blowing, as made available by the Council to the Contractor upon request.
- 44.2 The Contractor shall at all times during the performance of the Services be required to have regard to the Council's Sustainability Strategy and Sustainable Procurement Policy, which sets out requirements aimed at conserving energy, water, wood, paper and other resources and at minimising the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

### **SECTION 14 - NOTICES AND PUBLICITY**

#### **45. Notices**

- 45.1 Any notice or other document to be served under this Contract may be delivered or sent by prepaid first class recorded delivery or registered post to the party to be served, at the address of that party identified at the head of this Contract or at any other address as either party may have notified to the other and shall be deemed to have been received by the addressee within 72 hours of posting. Any notice or document served on the Council should be addressed to the Chief Executive and sent to the address at the head of this Contract

- 45.2 In proving service of a notice or document it shall be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a prepaid first class recorded delivery or registered letter.
- 45.3 Additionally, any notice shall be treated as having been served on delivery if:
- a) delivered by hand, at the time of delivery;
  - b) delivered by courier, two (2) Business Days after despatch;
  - c) in the case of pre-paid first-class post or registered post, three (3) Business Days from the date of posting;
  - d) in the case of fax, on the day of transmission if sent before 4.00 pm on any Business Day and otherwise at 9.00 am on the next Business Day, subject to confirmation of transmission.
- 45.4 Notices sent by email (other than day-to-day communications) shall not be permitted.

## 46. **Publicity**

- 46.1 Neither party shall make any press announcements or publicise this Contract or its contents in any way without the prior written consent of the other party, not be unreasonably withheld or delayed.

## **SECTION 15 - DISPUTE RESOLUTION AND GOVERNING LAW**

### 47. **Dispute Resolution Procedure**

- 47.1 All disputes between the Council and the Contractor arising out of or in connection with this Contract shall, in the first instance, be referred to the Authorised Officer and Contract Manager for resolution.
- 47.2 If the dispute is not resolved within a maximum of ten (10) Business Days, it shall be referred to the parties' respective senior management.
- 47.3 If, having been so referred, the dispute is not resolved within a maximum of twenty (20) Business Days, such dispute may be referred, by agreement between the parties, to a single Independent Expert. The Independent Expert shall be selected by mutual agreement or, failing such agreement within fifteen (15) Business Days, shall be selected by the Relevant Professional Body in accordance with Clause 47.4. Decisions of the Independent Expert shall be final and binding. The fees of the Independent Expert shall be borne by the parties in such proportions as may be determined by the Independent Expert.
- 47.4 For the purposes of Clause 47.3, the Relevant Professional Body shall be:

- a) in the case of a dispute under Section 6 (Financial) i.e. Clauses 22 to 25 inclusive, the Institute of Chartered Accountants in England and Wales (or any successor body);
- b) in the case of a dispute in connection with the provision of the Services or the Specification, the Chartered Institute of Waste Management (or any successor body) for Lot 1, the Institute of Groundsmanship for Lot 2 and the Freight Transport association for Lot 3; and
- c) in the case of all other disputes, the Law Society of England and Wales or such other professional body as designated or recommended by it.

47.5 If either the Council or the Contractor does not agree with any dispute being referred for resolution in accordance with this Clause 47, then the dispute shall be determined by the courts in accordance with Clause 48 (Law and Jurisdiction).

#### **48. Law and Jurisdiction**

48.1 The construction, validity and performance of this Contract shall be governed by English law and, subject to Clause 47, each party to this Contract irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in any way relate to this Contract or its formation and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

### **SECTION 16 - GENERAL**

#### **49. Entire Contract**

49.1 This Contract, together with the Schedules and all other documents attached or referred to in, or executed contemporaneously with this Contract, constitutes the entire Contract between the parties regarding its subject matter and supersedes any prior contract, arrangement and understanding between the parties.

49.2 No representation, promise or undertaking shall be taken to have been made or implied from anything said or written in negotiations between the parties prior to the Effective Date, except as expressly stated in this Contract. Each party acknowledges and agrees that it has not relied upon any information given or representation made by or on behalf of the other in entering into this Contract.

49.3 Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Contract and that party's only remedies shall be for breach of contract as provided in this Contract.

49.4 Nothing in this Clause 49 shall operate to limit or exclude any liability or either party for, or remedy against either party in respect of, any fraudulent misrepresentation.

## 50. **Third Party Rights**

50.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Contract is not intended to, nor does it give, any person who is not a party to it any right to enforce any of its provisions.

## 51. **Waiver**

51.1 The failure of either party to enforce or exercise at any time any term of or any right pursuant to this Contract does not constitute, and shall not be construed as, a waiver of such term or right and shall not affect that party's right to enforce it at a later stage.

## 52. **Severability**

52.1 If any term of this Contract is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Contract and shall in no way affect the legality, validity or enforceability of the remaining terms.

## 53. **Survival**

53.1 Provisions of this Contract which either are expressed to survive its expiry or termination or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such expiry or termination.

## 54. **Independent Parties**

54.1 The relationship of the parties is that of independent contractors dealing at arm's length and nothing in this Contract shall constitute either party as the agent, employee or representative of the other, or empower either party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same.

## 55. **Injunctive Relief**

55.1 The parties acknowledge and agree that a breach by the Contractor of any of the terms of this Contract may result in irreparable and continuing damage to the Council for which there may or will be no adequate remedy at law, and that in the event of such breach, the Council shall be entitled to apply for injunctive relief and/or a decree for specific performance and such other and further relief as may be appropriate.

## 56. **Costs**

56.1 The parties shall at the requesting party's reasonable expense do and execute all such further acts and things as are reasonably required to give full effect to the rights given and the transactions contemplated by this Contract.

## **57 Counterparts**

- 57.1 This Contract may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

## **58 Copyright**

- 58.1 The Contractor hereby grants to the Council an irrevocable, non-exclusive licence in respect of the documents produced by the Contractor for the purposes of this Contract ('Documents'). The Council shall be entitled to use and to reproduce any of the Documents for any purpose whatsoever connected with the Services. The Council shall be entitled to grant sub-licences in the terms of this Contract.
- 58.2 The Contractor warrants that the use of the Documents for the purpose of the Services will not infringe the right of any third party.
- 58.3 After the termination or conclusion of the Contractor's employment under this Agreement, the Contractor shall supply the Council with copies and/or computer disks / USB records of such of the Documents as the Council may from time to time request, and the Council shall pay the Contractor's reasonable costs of producing such copies or disks / USB records.

## **59 Standing Orders**

- 59.1 If asked to supervise a contract on its behalf, the Contractor shall ensure that there shall be compliance with the requirements of the Council's Standing Orders relating to Contracts as though the Contractor/Consultant was a Chief Officer.



**IN WITNESS** whereof the parties hereto have executed this Contract as a Deed the day and year first before written:

The common seal of  
**EPPING FOREST DISTRICT COUNCIL**  
was hereunto affixed in the presence of:

---

Attesting Officer

For and on behalf of  
**[CONTRACTOR]**

---

Director

## **SCHEDULE 1**

### **Service Specification**

To be completed prior to Contract award. Please refer to separate Service Specification (Outline Solutions).

## **SCHEDULE 2**

### **Pricing Schedules / Bills of Quantities**

To be completed prior to Contract award. Please refer to Response Document:  
Pricing Schedules / Bills of Quantities.

### **SCHEDULE 3**

#### **Officers**

To be completed prior to Contract award.

## **SCHEDULE 4**

### **Depots**

## SCHEDULE 5

### TUPE and Pensions: Epping Forest DC

#### 1. Definitions

1.1 In this Schedule 5, the following words shall have the following meanings:

Administering Authority	Essex County Council;
Admission Agreement	the agreement to be entered into in accordance with regulation 6 of the Local Government Pension Scheme (Administration) Regulations 2008, as amended;
Appropriate Pension Provision	in respect of the Eligible Employees, either: <ul style="list-style-type: none"> <li>a) membership or continued membership or continued eligibility for membership of the pension scheme of which they were members, or were eligible to be members, or were in a waiting period to become a member of, prior to the Relevant Transfer; or</li> <li>b) pension rights, which are certified by the Government's Actuary Department as being broadly comparable to the terms of the pension scheme of which they were, or were eligible to be, members.</li> </ul>
Code Dispute Resolution Procedure	the dispute resolution procedure contained in Appendix 3 to the Employment and Partnerships Technical Note (ODPM March 2004);
Contractor's Final Staff List	the list of all the Contractor's personnel engaged in or wholly or mainly assigned to the provision of the Services, or any part thereof, at the Service Transfer Date;
Contractor's Provisional Staff List	a list prepared and updated by the Contractor of all the Contractor's personnel engaged in, or wholly or mainly assigned to, the provision of the Services, or any part thereof, at the date of preparation of the list;
Eligible Employees	the Transferring Employees who are active members of (or eligible to join) the LGPS on the Relevant Transfer Date;
Employment Liability Information	the information that the Council is obliged to notify to the Contractor under regulation 11(2) of TUPE;

LGPS	the Local Government Pension Scheme;
LGPS Regulations	such regulations as are made by the relevant government office for the regulation of the LGPS including: <ul style="list-style-type: none"> <li>a) the Local Government Pension Scheme (Administration) Regulations 2008;</li> <li>b) the Local Government Pension Scheme (Benefits, Membership and Contributions) Regulations 2007;</li> <li>c) the Local Government Pension Scheme (Transitional Provisions) Regulations 2008; and</li> <li>d) the Local Government Pension Scheme Regulations 1997;</li> </ul>
Relevant Employees	those employees whose contracts of employment transfer with effect from the Service Transfer Date to the Council or a New Contractor by virtue of the application of TUPE;
Relevant Transfer	a relevant transfer for the purposes of TUPE;
Relevant Transfer Date	the date on which the Services transfer to the Contractor from the Council;
Staffing Information	in relation to all persons detailed on the Contractor's Provisional Staff List, such information as the Council may reasonably request (subject to the Data Protection Laws), but including in an anonymised format: <ul style="list-style-type: none"> <li>(a) their ages, dates of commencement of employment or engagement and gender;</li> <li>(b) details of whether they are employees, workers, self-employed, contractors or consultants, agency workers or otherwise;</li> <li>(c) the identity of their employer or relevant contracting party;</li> <li>(d) their relevant notice periods and any other terms relating to termination of employment or engagement, including any redundancy procedures and contractual redundancy payment schemes;</li> <li>(e) the current wages, salaries, profit sharing, incentive and bonus arrangements applicable to them;</li> <li>(f) details of other employment-related benefits including</li> </ul>

(without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and customer car schemes applicable to them;

(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);

(h) details of any such individuals on long-term sickness absence, maternity or other statutory leave or otherwise absent from work; and

(i) copies of all relevant documents and materials relating to such information including copies of relevant contracts of employment or engagement (or relevant standard contracts if applied generally in respect of such individuals).

## **2. Transfer of Employees to the Contractor**

- 2.1. The Council and the Contractor acknowledge and agree that TUPE shall, subject to the remaining provisions of this Contract, apply to the transfer to the Contractor of responsibility for provision of the Services and that a Relevant Transfer to the Contractor will take place on the Relevant Transfer Date.
- 2.2. In accordance with Clause 2.1 of this Schedule 5, the contracts of employment of all Eligible Employees shall transfer to the Contractor and have effect on and from the Relevant Transfer Date as if originally made between the Eligible Employees and the Contractor.
- 2.3. The Council shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Eligible Employees, including without limitation, all wages, holiday pay, payments of PAYE, national insurance contributions, pensions contributions up to (but not including) the Relevant Transfer Date.
- 2.4. The Council shall provide and, where required by TUPE, update the Employee Liability Information for the Eligible Employees to the Contractor. The Council warrants that the Employee Liability Information is complete and accurate as it is aware or should reasonably be aware as at the date of its disclosure.
- 2.5. Subject to Clause 2.4 of this Schedule 5, the Council shall indemnify and keep indemnified the Contractor against any losses (except indirect or consequential losses) incurred by the Contractor in connection with any claim or demand by any Eligible Employee arising out of the employment by the Council of any Eligible Employee. This indemnity shall apply provided that it arises from any fault, act or omission of the Council in relation to any Eligible Employee prior to the Relevant Transfer Date (except where such act, fault or omission arises as a result of the Contractor's failure to comply with regulation 13 of TUPE) and



any such claim is not in connection with the transfer of the Services by virtue of TUPE on the Relevant Transfer Date.

2.6. The Contractor shall indemnify and keep indemnified the Council against:

- a) any claim for constructive dismissal or otherwise arising directly or indirectly from any changes to the terms and conditions of employment the Contractor may take or consider taking on or after the Relevant Transfer Date;
- b) any and all claims arising from the Eligible Employees informing the Council they object to being employed by the Contractor;
- c) any and all claims which directly or indirectly relate to or arise as a consequence of change in the identity of the Eligible Employees' employer as a result of the operation of TUPE or as a result of any proposed measures the Contractor may consider taking on or after the Relevant Transfer Date.

2.7 The Contractor shall be liable for and indemnify and keep indemnified the Council against any failure to meet all remuneration, benefits, entitlements and outgoings for the Eligible Employees, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and otherwise from and including the Relevant Transfer Date.

2.8 The Contractor shall immediately on request by the Council provide details of any measures that the Contractor envisages that it will take in relation to any Eligible Employees, including any proposed changes to terms and conditions of employment. If there are no measures, the Contractor will give confirmation of that fact, and shall indemnify the Council against any and all claims arising or resulting from any failure by it to comply with this obligation.

### 3. Employment Exit Provision

3.1 This Contract envisages that the identity of the provider of the Services (or any part of the Services) may change (whether as a result of the expiry or termination of this Contract or otherwise) resulting in Service Transfer, whether in whole or in part. If a Service Transfer is a Relevant Transfer then the Council or the New Contractor will inherit liabilities in respect of the Relevant Employees with effect from the Service Transfer Date subject to the indemnities given in this Schedule.

3.2 The Contractor shall:

- a) twelve (12) months immediately preceding the Expiry Date; or
- b) upon receiving notice of termination of this Contract; or
- c) on request from the Council; and
- d) at such times as required by TUPE,

promptly provide, at no cost to the Council, in respect of any person engaged or employed by the Contractor in the provision of the Services, the Contractor's Provisional Staff List and the Staffing Information, together with any additional

information required by the Council, including information as to the application of TUPE to the employees. The Contractor shall notify the Council of any material changes to this information as and when they occur.

- 3.3 At least fourteen (14) days prior to the Service Transfer Date, the Contractor shall prepare and provide to the Council and/or, at the direction of the Council, to the New Contractor, the Contractor's Final Staff List, which shall be complete and accurate in all material respects and identify which of the Contractor's Personnel named are Relevant Employees.
- 3.4 The Council shall be permitted to use and disclose the Contractor's Provisional Staff List, the Contractor's Final Staff List and the Staffing Information for informing any tenderer or other prospective New Contractor for any services that are substantially the same as or similar to the Services (or any part thereof).
- 3.5 The Contractor warrants that the Contractor's Provisional Staff List, the Contractor's Final Staff List and the Staffing Information (together, the "TUPE Information") will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Contractor's Final Staff List. The Contractor shall, and shall procure that any Sub-Contractor shall, ensure at all times that it has the right to provide the TUPE Information under the Data Protection Laws.
- 3.6 In the six (6) months prior to expiry date of, or following notice of termination of, this Contract, the Contractor shall not materially increase or decrease the total number of staff listed on the Contractor's Provisional Staff List, their remuneration, or make any other change in the terms and conditions of those employees without the Council's prior written consent (such consent not to be unreasonably withheld). The Contractor shall provide to the Council full details of any proposed changes and the Council shall be afforded reasonable time to consider them.
- 3.7 The Contractor shall indemnify and keep indemnified the Council and the New Contractor against all claims, losses or damages incurred by the Council or the New Contractor in connection with or as a result of any claim or demand against the Council or the New Contractor by:
- a) any person who is or has been employed or engaged by the Contractor in connection with the provision of the Services; or
  - b) any trade union or staff association or employee representative (if such claim arises as a result of any act, fault or omission of the Contractor),

arising from or connected with any failure by the Contractor to comply with any legal obligation, whether under regulation 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE, under the Acquired Rights Directive or otherwise and/or any obligation of this Contract, whether any such claim arises or has its origin before, on or after the Service Transfer Date.

- 3.8 The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Service Transfer will be fulfilled.
- 3.9 The Council and the Contractor each agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to Clauses 3.2 to 3.8 of this Schedule 5 to the extent necessary to ensure that the New Contractor shall have the right to enforce the obligations owed to, and the indemnities given to, the New Contractor by the Contractor or the Council in its own right under section 1(1) of the Contract (Rights of Third Parties) Act 1999.
- 3.10 Notwithstanding Clause 3.9 of this Schedule 5, the parties agree that they may by agreement rescind or vary any terms of this Contract without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

#### 4. Pensions

- 4.1 The Contractor shall procure that the Eligible Employees are offered Appropriate Pension Provision with effect from the Relevant Transfer Date up to and including the date of expiry or termination of this Contract.
- 4.2 Where the Contractor wishes to offer the Eligible Employees membership of the LGPS, the Contractor shall procure that it shall become an Admission Body. The Contractor shall before the Relevant Transfer Date enter into an Admission Agreement with the Administering Authority and the Council to have effect on and from the Relevant Transfer Date.
- 4.3 The Contractor shall prior to the Relevant Transfer Date obtain an indemnity or bond (in the appropriate form) required in accordance with the Admission Agreement.
- 4.4 Where the Contractor is an Admission Body, the Contractor shall award benefits (where permitted) to the Eligible Employees under the Compensation Regulations and/or the LGPS in circumstances where the Eligible Employees would have received such benefits had they still been employed by the Council.
- 4.5 The Contractor shall indemnify and keep indemnified the Council and/or the New Contractor from and against all direct losses suffered or incurred by it or them, which arise from any breach by the Contractor of the terms of the Admission Agreement, to the extent that such liability arises before or as a result of the termination or expiry of this Contract (howsoever caused).
- 4.6 Membership to the LGPS will be closed on 3 November 2014 and no Eligible Employees will be entitled to access the LGPS from that date.
- 4.7 Contributions to the LGPS fund will be fixed at a percentage to be agreed between the Contractor and the Council in writing.
- 4.8 [Apportionment of Pensions liabilities – tbc]

## SCHEDULE 6

### TUPE and Pensions: Sita and other contractors

#### 1. Definitions

1.1 In this Schedule 6, the following words shall have the following meanings:

Appropriate Provision	Pension	in respect of the Transferring Employees, not being Eligible Employees, either: <ul style="list-style-type: none"> <li>a) pension rights which are certified by the Government's Actuary Department as being broadly comparable to the terms of the pension scheme of which they were, or were eligible to be, members; or</li> <li>b) membership of a good quality employer pension scheme, being either (i) a contracted-out final salary based defined benefit scheme, or (ii) a defined contribution scheme under which the employer must match employee contributions by up to at least 6 per cent; or</li> <li>c) a stakeholder pension scheme, under which the employer matches employee contributions by up to at least 6 per cent;</li> </ul>
Contractor's List	Final Staff	the list of all the Contractor's Personnel engaged in or wholly or mainly assigned to the provision of the Services or any part of the Services at the Service Transfer Date;
Contractor's Staff List	Provisional	a list prepared and updated by the Contractor of all the Contractor's Personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of preparation of the list;
Council		Epping Forest District Council;
Eligible Employees		the Transferring Employees who are active members of (or eligible to join) the LGPS on the Relevant Transfer Date;
Employment Information	Liability	in respect of each of the Transferring Employees: <ul style="list-style-type: none"> <li>a) the identity and age of each Transferring Employee;</li> <li>b) the Transferring Employee's written statement of employment particulars (as required under section</li> </ul>

1 of the Employment Rights Act 1996);

- c) information about any disciplinary action taken against the Transferring Employee and any grievances raised by any Transferring Employee, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 or any other applicable code or statutory procedure applied, within the previous two (2) years;
- d) information about any court or tribunal case, claim or action either brought by the employee against the Third Party Employer or where the Third Party Employer has reasonable grounds to believe that such action may be brought against the Contractor arising out of the Transferring Employee's employment with the Third Party Employer;

**Relevant Employees** those employees whose contracts of employment transfer with effect from the Service Transfer Date to the Council or a New Contractor by virtue of the application of TUPE;

**Relevant Transfer** a relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006;

**Relevant Transfer Date** the date on which the Services transfer to the Contractor from the Council;

**Staffing Information** in relation to all persons detailed on the Contractor's Provisional Staff List, such information as the Council may reasonably request (subject to the Data Protection Laws), but including in an anonymised format:

(a) their ages, dates of commencement of employment or engagement and gender;

(b) details of whether they are employees, workers, self-employed, contractors or consultants, agency workers or otherwise;

(c) the identity of their employer or relevant contracting party;

(d) their relevant notice periods and any other terms relating to termination of employment or engagement, including any redundancy procedures and contractual redundancy payment schemes;

(e) the current wages, salaries, profit sharing, incentive and bonus arrangements applicable to them;

(f) details of other employment-related benefits including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and customer car schemes applicable to them;

(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);

(h) details of any such individuals on long-term sickness absence, maternity or other statutory leave or otherwise absent from work; and

(i) copies of all relevant documents and materials relating to such information including copies of relevant contracts of employment or engagement (or relevant standard contracts if applied generally in respect of such individuals);

Third Party Employers the service providers currently engaged by the Council to provide the Services.

## 2. Transfer of Employees to the Contractor

2.1 The Council and the Contractor each acknowledge and agree that:

- a) the contracts of employment of the Transferring Employees shall transfer to the Contractor from the Third Party Employers on the Relevant Transfer Date. The Contractor shall comply with their obligations under TUPE in respect of the Transferring Employees;
- b) the Council shall use its reasonable endeavours to procure that Third Party Employers providing waste, arboriculture and abandoned vehicles services in its administrative area provide and update to the Contractor the Employee Liability Information for the Transferring Employees, as required by TUPE; and
- c) the Council gives no warranty as to the accuracy or completeness of the Employee Liability Information provide to the Contractor by the Third Party Employers.

2.2 The Contractor shall indemnify and keep indemnified the Council against:

- a) any claim for constructive dismissal or otherwise arising directly or indirectly from any changes to the terms and conditions of employment of the Transferring Employees the Contractor may take or consider taking on after the Relevant Transfer Date;

- b) any and all claims arising from the Transferring Employees informing their respective Third Party Employers that they object to being employed by the Contractor; and
- c) any and all claims which directly or indirectly relate to or arise as a consequence of the change identity of the employer of the Transferring Employees as a result of the operation of TUPE or as a result of any proposed measures the Contractor may consider taking on or after the Relevant Transfer Date.

2.3 The Contractor shall indemnify the Council against any failure to meet all remuneration, benefits, entitlements and outgoings for their respective Transferring Employees, including without limitation all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions on and from the Relevant Transfer Date.

2.4 The Contractor shall immediately on request from the Council provide details of any measures that the Contractor envisages it will take in relation to any of its Transferring Employees and, if there are no such measures, the Contractor shall give confirmation of that fact to the Council and shall indemnify and keep indemnified the Council against all direct losses resulting from any failure by it to comply with this obligation.

### 3. Employment Exit Provisions

3.1 This Contract envisages that the identity of the provider of the Services (or any part of the Services) may change (whether as a result of the expiry or termination of this Contract or otherwise) resulting in Service Transfer, whether in whole or in part. If a Service Transfer is a Relevant Transfer then the Council or the New Contractor will inherit liabilities in respect of the Relevant Employees with effect from the Service Transfer Date subject to the indemnities given by the Contractor in this Schedule.

3.2 The Contractor shall:

- a) twelve (12) months immediately preceding the Expiry Date; or
- b) upon receiving notice of termination of this Contract; or
- c) on request from the Council; and
- d) at such times as required by TUPE,

promptly provide, at no cost to the Council, in respect of any person engaged or employed by the Contractor in the provision of the Services, the Contractor's Provisional Staff List and the Staffing Information, together with any additional information required by the Council, including information as to the application of TUPE to the employees. The Contractor shall notify the Council of any material changes to this information as and when they occur.

3.3 At least fourteen (14) days prior to the Service Transfer Date, the Contractor shall prepare and provide to the Council and/or, at the direction of the Council, to the New Contractor, the Contractor's Final Staff List, which shall be complete

and accurate in all material respects and identify which of the Contractor's Personnel named are Relevant Employees.

- 3.4 The Council shall be permitted to use and disclose the Contractor's Provisional Staff List, the Contractor's Final Staff List and the Staffing Information for informing any tenderer or other prospective New Contractor for any services that are substantially the same as or similar to the Services (or any part thereof).
- 3.5 The Contractor warrants that the Contractor's Provisional Staff List, the Contractor's Final Staff List and the Staffing Information (together, the "TUPE Information") will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Contractor's Final Staff List. The Contractor shall, and shall procure that any Sub-Contractor shall, ensure at all times that it has the right to provide the TUPE Information under the Data Protection Laws.
- 3.6 In the six (6) months prior to expiry date of, or following notice of termination of, this Contract, the Contractor shall not materially increase or decrease the total number of staff listed on the Contractor's Provisional Staff List, their remuneration, or make any other change in the terms and conditions of those employees without the Council's prior written consent (such consent not to be unreasonably withheld or delayed). The Contractor shall provide to the Council full details of any proposed changes and the Council shall be afforded reasonable time to consider them.
- 3.7 The Contractor shall indemnify and keep indemnified the Council and the New Contractor against all claims, losses or damages incurred by the Council or the New Contractor in connection with or as a result of any claim or demand against the Council or the New Contractor by:
- a) any person who is or has been employed or engaged by the Contractor in connection with the provision of the Services; or
  - b) any trade union or staff association or employee representative (if such claim arises as a result of any act, fault or omission of the Contractor),
- arising from or connected with any failure by the Contractor to comply with any legal obligation, whether under regulation 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE, under the Acquired Rights Directive or otherwise and/or any obligation of this Contract, whether any such claim arises or has its origin before, on or after the Service Transfer Date.
- 3.8 The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Service Transfer will be fulfilled.
- 3.9 The Council and the Contractor each agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to Clauses 3.2 to 3.8 of this Schedule 6 to the extent necessary to ensure that the New Contractor shall have the right to enforce the obligations owed to, and the indemnities given to, the New



Contractor by the Contractor or the Council in its own right under section 1(1) of the Contract (Rights of Third Parties) Act 1999.

3.10 Notwithstanding Clause 3.9 of this Schedule 6, the parties agree that they may by agreement rescind or vary any terms of this Contract without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

#### 4. Pensions

4.1 The Contractor shall procure that the Transferring Employees are offered Appropriate Pension Provision with effect from the Relevant Transfer Date up to and including the date of expiry or termination of this Contract.

[Detailed pensions provisions to be inserted]

## **SCHEDULE 7**

### **Pensions**

This Schedule is provided in different file formats. During final tender stage please refer to the following:

**SCHEDULE 8**

**Compensation on Termination**

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<b>Description:</b> Specification of required range of services required under Lot 1 : Waste, Recycling and Street Cleansing.		
<b>Circulated to:</b> Project Team Only		
<b>Review:</b> Ongoing		
<b>Version</b> Final	<b>Date</b> 18/07/2013	<b>Notes/Comments:</b> WYG Final



# Epping Forest District Council

CONTRACT FOR THE PROVISION OF WASTE AND RECYCLING COLLECTION, STREET  
CLEANSING, GROUNDS MAINTENANCE AND FLEET SERVICES

Section 3A – Lot 1 Specification Waste & Recycling Collection, Street Cleansing  
(ISOS version 1.0)

OJEU Reference 2013-074398  
**DOCUMENT 3 OF 6**

**DOCUMENTS TO BE RETURNED BY NOON ON 6TH SEPTEMBER 2013**

# LOT 1 SPECIFICATION

## Waste and Recycling Collection, Street Cleansing and Allied Services November 2014 >

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## 1.0 DEFINITIONS

1.1.1 In this Specification and without prejudice to the Conditions of Contract the following terms shall have the meanings given to them below:

Additional food & garden Container list : List of properties approved for 2<sup>nd</sup> food & garden Container

Assistance List : the list of households entitled to assisted collections;

Bulk Recycling or Refuse Containers : Any 2 or 4 wheeled Container provided to flats, multi occupancy dwellings, schools or other miscellaneous sites for the purpose of separation and collection of recyclates or residual Waste.

Cleanse and Cleansing a) The sweeping of streets and specified areas including open shop entrances and forecourts.

b) Removal of Litter from Any planted areas, hedges, drainage ditches or greens within the public highway cartilage and any area serviced under this Contract to the required standard.

c) Removal of Litter from grassed and shrubbed areas, including dense or prickly shrubberies, tree grills, footway drainage channels, gully gratings and the like.

d) The emptying and Cleansing of all Litter bins, including the replacements of disposable liners where applicable.

e) The emptying of ash trays on Litter bins and building frontages.

f) The Cleansing of road signage and street furniture to include the removal of graffiti.

g) The removal of fly posters and other unauthorised signage from the streets.

h) The emergency Cleansing of roads following spillages or an accident including the provision, spreading and removal of sand and/or other absorbent granules when required.

i) The disposal of all street sweeping, detritus to an authorised disposal site.

j) The Recycling of street Cleansing arisings. The separation of street Litter into recyclable and non recyclable materials and the disposal to authorised disposal sites.

k) The searching for, picking up, complete removal and disposal to an authorised disposal site of all paper, cardboard, plastic or metal Litter, dust, sand grit, debris, loose chippings, animal carcasses, excreta, chewing gum, accident debris, oil, timber, boxes, glass, leaf, blossom, weeds, fly tipping, grass cuttings by any means, and unwanted vegetation or any other similar matter.

l) The removal of chewing gum from streets and street furniture.

m) The cutting back of pavement back lines encroached upon by weed growth.

Code of Practice on Litter and Refuse : the document of the same name published in April 2006 by Department for Environment Food and Rural Affairs and as subsequently amended;

Commercial Waste : as defined in the Environmental Protection Act 1990 and Controlled Waste Regulations 1992;

Confidential Council Waste : Any Council generated waste deemed by the Authorised officer to be Confidential Council Waste

Destroy, Destruction : Render completely and irrecoverably unintelligible, ideally through Recycling.

Exemption List	List of properties exempted from wheeled Container collection
Household Waste	: as defined in the Environmental Protection Act 1990 and Controlled Waste Regulations 2012; and also the Clean Neighbourhood & Environment Act 2005
Larger Containers	Any 2 wheeled Container larger than the standard Container provided by the Council to residents
Lost or Damaged Container	Any 2 wheeled Container reported by a resident as lost or damaged
Medical List	List of properties approved for additional refuse capacity on medical grounds
Ozone depleting Substance	: Principally chlorofluorocarbon compounds (CFC) used as coolant and insulation in cooling appliances;
Programme of Work	: the description of work as specified;
Recyclable Household Waste (Dry Recycling)	: those elements of Household Waste that are glass bottles and jars; compostable organics; paper; card; aerosol cans, aluminium foil and Containers, drink and food cans; plastics (bottles (including lids) rigid food Containers and plastic bags); small items of Waste electrical and electronic equipment, textiles, batteries and drink carton beverage packaging (e.g. Tetrapaks)
Recycling	Recycled in the meaning of former local Council National Indicator 192. Former local Council National Indicator 192 ( <i>Audit Commission, 11 November 2011 Revision</i> ) is appended for reference at Appendix A to Document 3A
Residual Household Waste	: those elements of Household Waste that are not Recyclable Household Waste, separately collected textiles or require collection;
Sack Collections	List of properties remaining on black sack collection for

	residual Waste
Sacks	Any sacks provided to residents by the Council for the presentation of their refuse or Recycling for collection.
Side Waste	Waste placed beside the wheeled Container except
Small Bulky Waste	: Discrete items of Household Waste no more than 25 kilograms in weight and/or 0.12 cubic metres in volume.
Small/larger Container list	List of properties with smaller (140litres) or larger (240 or 340 litres) Wheeled Bin
Smaller Containers	Any two-wheeled Container smaller than the standard Container provided by the Council for either residual Waste or food and garden collection service
Standard Food and Garden Containers	Standard sized (currently 180 litre) wheeled Container provided to residents by the Council for the collection of food and garden collection Waste
Standard residual wheelie Container	Standard sized (currently 180 litre) two wheeled Container provided to residents by the Council for the collection of residual Waste.
Street	<p>a) Any road, public highway including the carriageway, the adjoining footways and ditches, roundabouts, service roads, cycle tracks, drainage channels, bus shelters, paved and adjoining grassed verges.</p> <p>b) Separate footpaths away from any carriageways, cycle ways and adjoining verges and drainage channels where provided and public rights of way.</p> <p>c) Paved areas, lay-bys, car parks, Recycling centres and grass verges where stated in the Bill of Quantities.</p>
Street Cleansing	Shall mean Monday-Sunday inclusive.

Working Day	
User Contract	The Contract that governs the use by the Contractor of Council Assets.
Waste	Any form of Household or Municipal Waste for which the Contractor has duties under this Contract.
Waste Working Day	Shall mean Monday-Fridays inclusive, and any Saturday or Sunday worked to provide scheduled services as a result of Bank Holiday suspensions.
Zone Litter Pick Routes	Litter Pick Routes (LPRs) are areas identified as those that generate high levels of Litter (only) on a weekly basis deposited by traversing vehicular or pedestrian access.
Zone Z	Areas of any intensity with an evening economy associated with take-away restaurants, pubs, night clubs and similar venues.
Zone 1 and Zone 2	High performance cleansing areas requiring 7-day service.

## **2.0 WASTE AND RECYCLING COLLECTIONS**

### **2.1 DESCRIPTION OF SERVICE**

2.1.1 The Contractor shall collect

- a) Household Residual Waste on a fortnightly basis and
- b) Dry Recyclable Household Waste on a fortnightly basis

with the exception of a limited number of flats and other properties served by communal Containers which have varying collection frequencies.

2.1.2 Mixed Food and Garden Waste shall be collected weekly by the Contractor.

2.1.3 Recycling activities currently provided and required of the Contractor include:

- The collection of glass bottles and jars in blue boxes.
- The collection of compostable organic (garden and food) Wastes in green lidded Wheeled Bin.
- The collection of garden Waste (via sacks) on behalf of residents using the Mow and Grow service supplied by the council.
- The collection of cardboard & paper, drink/food and aerosol cans, plastics (rigid food Containers, bottles including lid), aluminium foil and foil Containers, beverage drinks cartons in clear plastic sacks.
- The collection of small items of Waste electronic and electrical equipment ('Brown Goods')
- The provision of 'Bring Sites'.
- Working in partnership with a social enterprise for the collection of textiles
- Working in partnership with a social enterprise for the reuse and Recycling of furniture – this service is subject to separate arrangements
- Collection of WEEE (fridge/freezers/CRTs/Large domestic appliances) for Recycling by Essex County Council – this service is subject to separate arrangements.

2.1.4 The Council would welcome an expansion of the range of materials to be Recycled by the Contractor through this Contract.

2.1.5 The Contractor shall supply at the Commencement Date sufficient resources to collect Residual Household Waste from 54,200 properties and thereafter sufficient resources to collect Residual Household Waste from an additional 1000 properties per annum for each

year of the Term. The Contractor shall make allowance for this predicted expansion in his Tendered Annual Sums.

## **2.2 HOURS OF OPERATION FOR ALL WASTE COLLECTION SERVICES**

2.2.1 The Contractor shall ensure that all Household Waste is collected in accordance with the Programme of Work and is Delivered in each case to nominated Delivery Points in accordance with the Specification and on the same day as the day of Collection except where instructed otherwise.

2.2.2 The Contractor shall generally perform the Services Monday to Saturday inclusive between 07.00 hours and 17.30 hours. Full Saturday working will only be permitted as part of catch up for bank holidays, as set out in the Approved Programme of Work. Prior written authorisation to work outside of these hours must be obtained in advance and in writing from the Authorised Officer.

## **2.3 TYPES OF WASTE TO BE COLLECTED**

2.3.1 The Contractor shall collect both Recyclable Household Waste and Residual Household Waste. For the avoidance of doubt the Contractor shall not collect without special instruction any Household Waste defined as Bulky Waste.

2.3.2 The Contractor shall not collect without special written instruction any Waste comprising excavation, construction and similar Wastes; nor vehicles or any part of a vehicle.

## **2.4 COLLECTION OF RESIDUAL HOUSEHOLD WASTE**

2.4.1 The Contractor shall collect Residual Household Waste using the lowest number of vehicle passes necessary to ensure efficient and effective collection.

2.4.2 Residual Household Waste shall be collected at each dwelling on the same day of the week and approximately at the same time in the day. The only exceptions permissible will be for collections in those weeks that include Christmas Day or bank holidays. The Contractor will only collect from authorised Containers.

2.4.3 The Contractor shall collect Residual Household Waste from the nominated Collection Point, usually within the curtilage of the property at the point nearest the highway. Residual Household Waste shall be contained within Wheeled Bin or black sacks (where advised). Where the householder and Authorised Officer have agreed a Collection Point



other than the curtilage of the property nearest the highway and/or a form of containment other than Wheeled Bin (usually Bulk Containers or sacks) the Contractor shall collect Residual Household Waste in accordance with the arrangements agreed between the householder and Authorised Officer.

2.4.4 The Authorised Officer shall supply the Contractor with a list of properties with alternative Collection Points and/or form of containment on a regular basis. In cases where the curtilage/boundary point of collection is questioned the Authorised Officer shall determine the Collection Point.

2.4.5 Where the form of containment is Wheeled Bin the Contractor shall not collect Side Waste **except:**

- a. where the Side Waste comprises only expanded polystyrene presented in sacks which shall be collected by the Contractor , and
- b. during the first collection to each household after Christmas Day when all Side Waste shall be collected by the Contractor and where possible Recycled by the Contractor.

Where the Contractor has no such duties to Collect the Waste the Contractor shall advise the resident why the Side Waste has been left by means of a sticker placed on each Side Waste sack or non-authorised Container.

2.4.6 The Contractor shall empty Wheeled Bins filled to such a capacity that the lid cannot be fully closed (the Smiley Container Policy). The Authorised Officer shall, from time to time prescribe to the Contractor what is an acceptable level of Container overfill in accordance with the Smiley Container Policy.

2.4.7 Where the form of containment is sacks the Contractor shall collect any number of sacks presented for collection up to a maximum of 4 sacks – the equivalent of 180 litres in capacity. For those properties with special circumstances the Contractor shall collect of any number of sacks up to a maximum of 5 sacks – the equivalent of 240 litres in capacity or up to a maximum of 7 sacks – the equivalent of 340 litres in capacity as the case may be and or instructed by the Authorised Officer.

2.4.8 Where the use of sacks at the curtilage causes Litter or similar problems (due to, for example, animal interference) householders may be permitted to place sacks into a

dustbin or other protective Container. Where so notified by the Authorised Officer the Contractor shall remove and convey these sacks in the normal way.

- 2.4.9 The Contractor shall collect any individual items of Household Waste that meet the definition of Small Bulky Waste and are not recyclable as if they were Residual Household Waste.
- 2.4.10 The Contractor shall only collect Household Waste. Where Waste other than Household Waste is presented by householders the Waste shall not be collected and the householder formally advised of the reasons for non-collection. Information about non-collections shall be passed to the Authorised Officer within four hours of the non-collection.
- 2.4.11 The practice of 'pulling out' of black sacks in advance of the collection vehicle arriving to collect Household Waste is only permissible 60 minutes in advance of the Waste being deposited into the collection vehicle. No blocking of access or egress at the pavement or roads will be permitted.
- 2.4.12 The 'pulling out' of Containers other than Black Sacks is not permitted. Containers must be returned to the Collection Point.

## **2.5 COLLECTION OF RECYCLABLE HOUSEHOLD WASTE**

- 2.5.1 The Contractor shall collect a wide range of Recyclable Household Waste including the collection of glass bottles and jars, compostable food and garden Waste, cardboard, paper, drink/food and aerosol cans and various plastics, beverage drinks Containers, aluminium foil and foil Containers using the lowest number of vehicle passes necessary to ensure efficient and effective collection service.
- 2.5.2 The Contractor shall be responsible for the Recycling of all Recyclable materials from the point of collection including the management of any costs and income and all associated logistics and for the prompt reporting of weights collected and recycling rates achieved.**
- 2.5.3 The Contractor shall actively work with the Authorised Officer to add the collection of additional recyclable materials to those listed above. At all times during the contract period the Contractor shall collect at least the currently accepted range of materials.
- 2.5.4 The Contractor shall actively work with the Authorised Officer to ensure that the quality of each recyclable material is maximised by its collection method.

- 2.5.5 Recyclable Household Waste shall be collected at each location on the same day of the week and approximately at the same time in the day. The only exceptions permissible will be for collections in those weeks that include Christmas Day or bank holidays. The Contractor will only collect from authorised Wheeled Bin/Containers/boxes/sacks.
- 2.5.6 The Contractor shall collect Recyclable Household Waste from the nominated Collection Point, usually the curtilage/boundary (resident's side) of the property, using the agreed form of containment. Where the householder and Authorised Officer have agreed a Collection Point other than the curtilage of the property the Contractor shall collect Recyclable Household Waste in accordance with the arrangements agreed between the householder and Authorised Officer. The Authorised Officer shall supply the Contractor with a list of properties with alternative Collection Points on a regular basis. In cases where the curtilage/boundary point of collection is questioned the Authorised Officer shall determine the Collection Point.
- 2.5.7 Where the collection cannot be undertaken due to the Recycling having been contaminated by non-recyclable materials the Contractor shall
- a. advise the resident of why their Recycling has not been collected;
  - b. advise the Authorised Officer which properties have been left due to contamination no later than 7 am on the following day;
  - c. arrange for Bulk contaminated Recycling Containers to be emptied in accordance with directions provided by the Authorised Officer.
- 2.5.8 At the Commencement Date the Council shall transfer to the Contractor's charge its stock of Waste Containers. The Contractor will be responsible for undertaking the delivery of the Containers on the Council's behalf and the cost of delivering all Containers shall be borne by the Contractor. The Contractor shall thereafter maintain a stock of Container at all times so as to ensure that all customer requests can be met within the required response time.
- 2.5.9 For the avoidance of doubt the Council shall supply Containers of the forms in use prior to the commencement date to new properties, properties requiring additional Container capacity and in cases of loss, theft or damage not attributable to acts of negligence by the Contractor or any Sub-Contractor. In the event that alternative forms of containment to those in use at the commencement Date are brought into the service the costs of supplying and delivering the alternative forms of containment shall be agreed by the Partnering Board.

- 2.5.10 The Contractor shall not, without the prior consent of the Authorised Officer, undertake the collection of Waste textile from households. The Contractor shall co-operate with the Council and its chosen Contractor of textile Recycling services in the delivery of Recycling services to households.
- 2.5.11 The practice of 'pulling out' of sacks in advance of the collection vehicle arriving to collect Household Waste is only permissible 60 minutes in advance of the Waste being deposited into the collection vehicle. No blocking of access or egress at the pavement or roads will be permitted. The 'pulling out' of Containers other than sacks is prohibited at all times.
- 2.5.12 The Contractor shall empty and Recycle compostable sacks of Garden Waste on behalf of the Council's Mow and Grow voluntary services. Reusable sacks shall be replaced at the Collection Point by the Contractor in such a way as to minimise the risk of them blowing around or being disturbed.
- 2.5.13 In the case of Recyclable Household Waste, it is the Contractor's responsibility to not just collect this waste but to take ownership of it and to be responsible for ensuring that it is recycled in the meaning of local authority National Indicator 192 (see *National Indicators for Local Authorities and Local Service Partnerships: Handbook of Definitions, Revised Edition, May 2008*; DCLG <http://www.communities.gov.uk/documents/localgovernment/pdf/735112.pdf>) and in accordance with Guidance on the interpretation of key provisions of Directive 2008/98/EC on waste dated June 2012. Any income generated from this Household Recyclable Waste is to be retained by the Contractor. The Contractor is invited to propose a mechanism that allows the Council to share the financial benefits that might arise from unanticipated levels of income.
- 2.5.14 The Contractor is to divert this Waste for reprocessing using the proximity principle with materials being reprocessed within the UK as a priority, within the EU only if absolutely necessary and in other nations only as a last resort and only with the written consent of the Council.
- 2.5.15 The Contractor shall have or shall establish processes and systems for the accurate measurement and reporting of information pertaining to this Waste as required by the Authorised Officer. The Contractor shall submit to the Council the following information within two weeks of the end of each calendar month in respect of that calendar month:
- a. Dry Recyclables weights by load, time and date supplied on a daily basis;
  - b. Monthly reconciliation of separately collected glass received including quantity of reject (if any);
  - c. Monthly reconciliation of all co-mingled Dry Recyclables received broken down into various fractions and types and quantities of Waste and reject (if any);

- d. Quarterly contamination reports of the Council's co-mingled Dry Recyclables or glass (including details of Hazardous Waste);
- e. Details of the destinations of all sorted/collected Recyclables. This shall be reported on a quarterly basis with a breakdown of destinations for the different materials;
- f. Details of all Waste disposed of according to material weight, disposal method and destination on a monthly basis;
- g. Other measures and data reasonably required by the Authorised Officer for the purposes of effective Contract management and compliance with legal and regulatory requirements (e.g. Waste transfer note, Waste carriers licence and any trans-frontier agreements).

## **2.6 NOMINATED COLLECTION POINT**

- 2.6.1 The nominated Collection Point for Household Waste shall be the point on the property curtilage nearest the highway. In the case of flats the nominated Collection Point shall be communal Waste stores or, in a few cases where there are no communal facilities, the front door of individual flats and other dwellings.
- 2.6.2 The Contractor shall return all reusable Containers to the correct nominated Collection Point following emptying.
- 2.6.3 The Council may issue an exemption to residential properties and estates which abut roads or streets not adopted by the local Council. In these cases the boundary shall be the front of the private resident's property where it joins the unadopted street and Household Waste shall be placed closest to the unadopted street.
- 2.6.4 Collections from the nominated Collection Point shall be carried out at the normal collection times and the service maintained irrespective of site conditions such as handling, mode of storage, access and egress, length of carry or any other problems or constraints.

## **2.7 ASSISTED COLLECTIONS**

- 2.7.1 Assisted collections shall be offered to all households on the Assistance List. The Contractor shall maintain the Assistance List which will be updated from time to time by

the Authorised Officer. Any additions, deletions or changes to the Assistance List notified to the Contractor by the Authorised Officer shall be implemented immediately.

- 2.7.2 For those properties on the Assistance List the Contractor shall Collect Household Waste out from the rear of the property or any other place nominated by the Householder and agreed by the Authorised Officer.
- 2.7.3 For Assisted Collection properties the Contractor shall replace all Containers after emptying to the location in which they were found.

## **2.8 COLLECTION OF CONTRACT WASTES USING COMMUNAL CONTAINERS**

- 2.8.1 The Contractor shall be responsible for the provision at all times of adequate serviceable Containers to meet current communal demand for Residual Waste and Recyclate storage containers throughout the Contract period and at no additional charge to the Council.
- 2.8.2 The Contractor shall, at his own expense, be responsible for repairing to a good standard or where repair is not economic the replacement of any Containers which become damaged during collection operations within three (3) Working Days of the occurrence.
- 2.8.3 Where there are new developments, all Residual Waste Containers are to be provided by the developer, and the Contractor shall assist in communications with developers to ensure services to those requiring them.
- 2.8.4 Containers provided to residents in new developments for the purposes of Recycling shall be provided by the Council and delivered to residents on its behalf and at no charge by the Contractor.
- 2.8.5 The Contractor shall collect Wheeled Bin or Bulk Containers from the Collection Point specified by the occupier of the property, subject to reasonable access. The Contractor shall empty the Containers and return them to the same position, unless this would cause an obstruction to any public highway, right of way or access or egress from any property.
- 2.8.6 The Contractor will be required from time to time to supply, collect, clean and/or deliver Bulk Containers. Payment for the service will be in accordance with the Dayworks provisions. This requirement relates only to the Bulk Container service operating prior to the Commencement Date and not to any future changes in service design which may result in the Bulk supply of Wheeled Bin and/or Containers.

2.8.7 For those domestic properties owned by the Council and using Communal Containers, the householder shall be taken to be the Housing Service of Epping Forest District Council rather than any tenant or licensee.

2.8.8 In and around communal areas used for the storage of Wastes all Residual Household Waste contained in sacks shall be removed by the Contractor at the time of collection whether or not the sacks are inside or outside of the Bulk Containers. Where uncontained Household Waste is presented the Waste shall not be collected and the householder formally advised of the reasons for non-collection. Information about non-collections shall be passed to the Authorised Officer and the householder or managing agent on the same day as the loose waste was discovered by the Contractor.

## **2.9 CONTAMINATED COLLECTIONS**

2.9.1 Where the collection/s cannot be undertaken due to the Recycling having been contaminated by non-recyclable materials the Contractor will immediately 1) advise the business in writing of why their Recyclate has not been collected 2) advise the Authorised Officer which properties have been left due to contamination.

## **2.10 HAZARDOUS WASTE**

2.10.1 In any instance where the Contractor encounters Hazardous Waste he shall collect or otherwise protect the Waste until suitable collection arrangements may be made. In particular, the Contractor shall ensure that the public are protected at all times from Hazardous Waste and its impacts on Health, Safety and Welfare. Hazardous Waste shall be kept separate from other Wastes (including other Hazardous Wastes) and the Contractor shall seek immediate advice from the Authorised Officer as to the Delivery Point for the Hazardous Waste.

2.10.2 The Contractor shall ensure that all appropriate measures are employed in the safe management of Hazardous Waste items.

## **2.11 COLLECTION OF BULKY WASTE**

2.11.1 The Contractor shall collect Household Waste that for reasons of shape, size or construction cannot fit into a volume equivalent to that of a 180 litre wheeled Container and/or where the weight of any individual item is in excess of 25 kilograms (Bulky Waste) except for items of furniture with re-use potential.

- 2.11.2 The Council shall be responsible for receiving all service requests for Bulky Waste collections. All Bulky Waste service requests will be allocated a collection day by the Council. Bulky Waste service requests will be routed by collection day and the routes assigned to the Contractor through the agreed case management / CRM system at least one (1) Waste Working Day prior to the collection day.
- 2.11.3 The Contractor shall develop, propose and implement and operate an innovative self-financing system for the collection of Bulky Waste that minimises the risk of fly-tipping.
- 2.11.4 The Contractor shall only collect Bulky items of Household Waste that are stored in the open air and are of the general description given by the householder. Bulky Waste that is not clearly identified for collection, reasonably accessible, adequately contained or wrapped and suitable for manual lifting and carrying by not more than two persons shall not be collected. Where Bulky Waste is not collected for any the reasons given above the householder shall be formally advised of the reasons for non-collection..
- 2.11.5 For Bulky Waste collections from communal Waste stores the Contractor shall make all necessary arrangements for access to the store and for the transport the Bulky items to the collection vehicle.
- 2.11.6 The Contractor shall endeavour to Recycle as much Bulky Waste as possible.
- 2.11.7 The number of Bulky Waste collections made by the Contractor shall be recorded and a summary forwarded to the Authorised Officer each month.

## **2.12 BULKY WASTE: OZONE DEPLETING SUBSTANCES: REFRIGERATORS, FREEZERS**

- 2.12.1 The Contractor shall separately collect Bulky items of Household Waste containing Ozone Depleting Substances (ODS) (such as refrigerators, freezers, or combined refrigerator/freezers) so that the ODS contained in them can be extracted for destruction.
- 2.12.2 The Contractor shall collect Bulky items of Household Waste containing Ozone Depleting Substances in such a manner so as not to permit the release of the ozone depleting substances contained in them.
- 2.12.3 The Contractor shall deliver Bulky items of Household Waste containing Ozone Depleting Substances to the Langston Road depot for storage prior to collection by the Waste Disposal Council's Contractor.



2.12.4 The number of Bulky Waste collections containing Ozone Depleting Substances made by the Contractor shall be recorded and a summary forwarded to the Authorised Officer each month.

## **2.13 COLLECTION OF FURNITURE**

2.13.1 The Council has made separate arrangements for the collection of furniture with re-use potential. The Contractor shall not collect Bulky Waste subject to this separate Contract. The Contractor shall work with Council and its partner to maximise the re-use and Recycling of the furniture element of Bulky Waste.

## **2.14 BRING SITES**

2.14.1 The Contractor shall:

- a) assume responsibility for the day to day management of the existing Contracts and contracts with the organisations currently servicing the Bring Sites.
- b) assume responsibility for marketing of materials emanating from Bring Sites for Recycling;
- c) arrange for collections of materials from all Bring Sites at a frequency sufficient to avoid overflow and spillages.
- d) keep the sites, clean, free from flyposting, tidy, easy for access and use by the public, and clearly labelled, locked and secured. It will be the Service Contractor's responsibility to keep the Bring Sites clear, of all Waste materials.
- e) with three (3) months of assuming responsibility for the Bring Sites carry out a condition survey of all banks and provide for the consideration of the Authorised Officer a plan for ensuring all banks are safe and serviceable.
- f) maintain the banks at all times throughout the Contract Period.

## **2.15 DELIVERY OF COLLECTED LOADS OF WASTE**

2.15.1 The Contractor shall dispose of all Household Waste arising under this Contract at the sites nominated by the Authorised Officer, including those sites provided by the Waste Disposal Council for the transfer, treatment and disposal of Municipal Waste. These shall be:

<b>Material Collected</b>	<b>Transferred to</b>	<b>At Site</b>
Household Residual Waste	Essex County Council	Harlow transfer station
Garden Waste / food Waste	Essex County Council	Harlow transfer station BUT subject to change during contract period.
Garden Waste sacks	Essex County Council	Harlow transfer station BUT subject to change during contract period.
Street Cleansing (Household) Wastes	Essex County Council	Harlow transfer station (*Has to be stored by Contractor Sat-Sun inclusive)
Flytipped Waste	Essex County Council	Harlow transfer station as residual unless furniture or WEEE
Abandoned Vehicles	Nominated ELV Registered handler	Site
Household Mixed Dry Recyclables	<b>Contractor <u>owns</u> and <u>Manages</u> materials Following collections.</b>	<b>Contractor ensures Recycling of these Materials in the meaning of NI192*</b>
Glass		
Bring Site materials		
Social enterprise for textiles	Reuse arrangements	Markets
Social enterprise for furniture	Reuse arrangements	Markets
WEEE Fridges/Freezers/CRTs	Essex County Council	Designated Collection Facilities (DCFs) for WEEE.

\*See Definitions and Appendix 1

2.15.2 In the event that the Contractor is instructed by the Authorised Officer to travel further (than he normal would have to do so) to reach an alternative Delivery Site the Council will make any additional payment equivalent to the net additional mileage to the alternative tip site so as to ensure that the Contractor is left in no better or no worse position. Provided that the amount paid does not exceed any tipping away or other similar payment that the Council received from the Waste Disposal Council because of the requirement to travel further. In particular the Contractor shall not receive any payment or acknowledgement of travel costs for the first five miles beyond the District Boundary.

2.15.3 The Council shall also be entitled to net off against any costs (calculated on the same basis) from the arrangements in 2.15.2 any savings made by the Contractor since Contract Commencement where Delivery Points have allowed savings on transport costs.

2.15.4 Where materials have been separated for disposal at different disposal sites as designated by the Authorised Officer it will be considered to be a contractual failure should the separated materials be mixed, contaminated or conveyed by Contractor to the incorrect end disposal site.

## **2.16 CONFIDENTIAL COUNCIL WASTES**

- 2.16.1 The Contractor shall provide a service for the Collection and Destruction of Confidential Waste emanating from the Council's own activities. This will include an on-site secure confidential materials shredding service. The majority of the material will be paper but there is also a requirement for the shredding of CD's and plastic credit type cards with the shredded materials being removed from the site for environmental Recycling
- 2.16.2 The service must allow for the option for on-site shredding of paper only, with the Contractor then Delivering the shredded material into the Council waste paper banks.
- 2.16.3 The Contractor shall ensure the secure collection, storage, removal and disposal of all confidential materials so that at no time these materials are out of the Contractors possession, or capable of being deciphered once disposed of.
- 2.16.4 Confidential waste shall be signed for by the nominated Contractor's staff at the point of collection, and the Contractor staff member shall further indicate on each disposal, that it has been adequately destroyed. All Contractor's staff engaged in the disposal of confidential waste must be security cleared to an appropriate level, and the Contractor shall be responsible for ensuring that only those staff appropriately cleared have any access whatsoever to confidential waste and that all confidential waste is disposed of in line with current guidance, legislation and the Contractor's own submitted Method Statements.
- 2.16.5 At this time several separate sites have a requirement for this service. These and their requirements are listed in the Appendices. For some Sites there is a requirement for the contractor to supply confidential waste bins for indoor use by the client for the collection and storage of waste materials waiting shredding.
- 2.16.6 The Council may, from time to time, audit the records of confidential waste disposal and destruction routes.

## **2.17 WASTE ACCEPTANCE CRITERIA**

- 2.17.1 All Delivery Points used by the Contractor in the delivery of the Services employ Waste Acceptance Criteria. The Contractor shall ensure that it complies with the Waste Acceptance Criteria at all Delivery Points.

2.17.2 .If the Contractor Collects Waste which cannot meet the Waste Acceptance Criteria at any Contract Delivery Point it shall ensure the safe Recycling, Reuse or Disposal of that Waste through its own arrangements and at its own costs.

## **2.18 DELIVERY OF CONTAINERS AND LITERATURE**

2.18.1 The Contractor shall supply and pay for sufficient stock of Containers (which shall include plastic sacks) for

- the Residual Household Waste service (including black sacks),
- the Recyclable Household Waste service (including clear sacks)
- blue boxes for glass;
- Communal Containers;
- Any other required Containers

2.18.2 The Contractor shall deliver

- a. all types of Containers to all householders at a frequency sufficient to maintain supply and
- b. new sets of Containers to householders within two Waste Working Days of an instruction by the Authorised Officer.

2.18.3 Containers, information leaflets, Container hangers and other promotional materials shall be delivered by the Contractor at a frequency agreed with the Authorised Officer.

2.18.4 Deliveries shall take place over an agreed period of time and shall be made to every domestic property (flatted and non-flatted); mixed hereditaments and another properties considered by the Authorised Officer to be domestic. Where deliveries are undertaken on behalf of the Authorised Officer distribution returns should be provided by the Contractor detailing how the distribution is progressing and which properties/areas/roads have been distributed too.

2.18.5 Sacks and, if required, information leaflets shall be placed by the Contractor through the letterbox or on the doorstep of each property or some other place within the curtilage of the property as directed by the Authorised Officer. Residual Household Waste sacks

(black sacks) shall only be delivered to households exempt from using Wheeled Bin as identified from time-to-time by the Authorised Officer.

2.18.6 The Contractor is to assist the supplier of the sacks and information leaflets with off loading and removing to storage of said sacks and information leaflets at the time of their delivery to the depot. Sacks and information leaflets shall be stored undercover. The Contractor shall implement, manage and maintain a system of access and inventory control that provides a satisfactory audit of the sacks and information leaflets.

2.18.7 The Contractor shall provide all operational information necessary for information leaflets including collection calendars. Collection calendars shall be prepared for each year of the Term one year in advance of their coming into use.

### **Bank Holiday Collections**

2.18.8 The Contractor shall make provision for collections either on bank holidays (except Christmas Day and New Year's Day) or for collections that should have been undertaken on a bank holiday not worked.

### **Christmas arrangements**

2.18.9 The Contractor shall make particular provision to ensure that collection services are maintained over the Christmas period in agreement with the Council. It is important to the Council that, wherever feasible, revised Collections schedules are co-ordinated so that a simple, easily understood Service is presented to residents.

2.18.10 The Contractor shall submit no later than July 31<sup>st</sup> in any year his proposed schedule for the following Christmas and New Year period.

2.18.11 The Authorised Officer shall review the proposed schedule and amend or otherwise approve the proposed schedule. Once in receipt of the Authorised Officer's written approval the Contractor shall ensure the implementation of the plan as approved.

2.18.12 At locations served by Communal Containers there will be a need to carry out backlog working as many premises have limited storage capacity.

2.18.13 The Authorised Officer shall be entitled to require collections of all Side Waste for a period no longer than 14 Calendar days over each Christmas and New Year period.

2.18.14 The revised Collection Programme shall be publicised by the Contractor and the Contractor shall post notices through the letterbox of each Property informing the occupier of each Property of the programme changes. The Contractor shall be responsible for the administration and all costs associated with printing and distributing leaflets to each of the properties affected by a change in the day of collection a minimum of 2 weeks before Christmas. The wording of the leaflet shall be approved by the Authorised Officer in advance.

2.18.15 The Contractor shall ensure that where prior written authorisation has been given to work outside the hours specified there is access to a suitable Delivery Point and that all collections are made to this delivery point during the agreed opening hours.

### **3.0 COMMERCIAL WASTE COLLECTIONS**

#### **3.1 SERVICE REQUIREMENT**

- 3.1.1 The Council does not currently provide a Commercial Waste Collection Service.
- 3.1.2 The Council may require the Contractor to collect Commercial Waste on its behalf to achieve compliance with its duties under S.45 of the Environmental Protection Act 1990. In such cases the Contractor shall make its own arrangements for the Recycling or Disposal of Commercial Waste collected, and shall ensure that a charge be levied on the service user so as to recover the full costs of the Service.
- 3.1.3 The Council would like to see a greater proportion of local Commercial Waste being Recycled or Reused by whatever means.
- 3.1.4 The Council is interested in exploring joint venture and other proposals with the Contractor, and invites proposals for discussion.
- 3.1.5 The Contractor is free to run local Commercial Waste and recycling collection services but the co-collection of Commercial Waste with Contract Waste is prohibited without the written consent of the Authorised Officer. The consent of the Authorised Officer shall not be granted in the absence of strict audit procedures, agreed volume / weight conversion factors, and the right of access to any part of the service and staff by the Authorised Officer and representative of the WDA.
- 3.1.6 Any Service approved shall be managed by the Contractor in strict compliance with his submitted service design and financial model.
- 3.1.7 In cases where the nominated Collection Point is questioned or access & egress problems exist the Authorised Officer shall determine the Collection Point.

## **4.0 CONTAINER MANAGEMENT**

- 4.1.1 The Contractor shall be responsible for the provision at all times of adequate serviceable Containers to meet current demand throughout the Contract period and at no additional charge to the Council. The specification of any Container for use on this Contract must be approved in writing by the Authorised Officer in advance of purchase.
- 4.1.2 The Contractor shall, at his own expense, be responsible for repairing to a good standard or where repair is not economic the replacement of any Containers which become damaged during collection operations within three (3) Working Days of the occurrence.
- 4.1.3 Where there are new developments, all Residual Waste Containers are to be provided by the developer, and the Contractor shall assist in communications with developers to ensure services to those requiring them.
- 4.1.4 Containers provided to residents in new developments for the purposes of Recycling shall be provided by the Council and delivered to residents on its behalf and at no charge by the Contractor.
- 4.1.5 At the Commencement Date the Council shall transfer to the Contractor's charge its stock of Waste Containers. The Contractor will be responsible for undertaking the delivery of the Containers on the Council's behalf and the cost of delivering all Containers shall be borne by the Contractor.
- 4.1.6 The supply of Containers to existing flats and multi occupancy dwellings generally is the responsibility of the Management Agents involved however the Council can elect to supply and charge (or supply free of charge) when required, and the Contractor shall comply with any instructions in this regard as if given under 4.1.2.
- 4.1.7 The Council wishes to make certain that the speed and quality of Container distribution ensures resident satisfaction is high and disruption to their collection services is minimized.
- 4.1.8 The Contractor will be tasked with the distribution of all Containers to end locations (either resident addresses or nominated distribution outlets) in such a way as to ensure continuity of service is maintained and customer satisfaction is maximized. This will include
- Bulk Containers (for residual and Recycling)
  - 2 Wheeled Bin (various sizes for residual and food and garden collections)



- Boxes
- Sacks (Black and clear)
- Kerbside Caddies
- Kitchen Caddies
- Compost Containers
- Any other miscellaneous Containers

4.1.9 The Contractor will be tasked with the collection of any unwanted, damaged, broken or unapproved Container required of them and for its a) washing b) dismantling (if applicable) restacking and c) returning to stock (if applicable) or d) for cannibalization for reusable parts should the Container be damaged beyond compare..

#### **4.2 DELIVERY, COLLECTION OR SWAP OVER OF CONTAINERS**

4.2.1 The Council will collate all the requests received either directly from residents or via the Contractor for the distribution of Containers and Containers onto their in-house computer system.

4.2.2 The Council will provide the Contractor with a report that details any request for delivery and/or collection of new, replacement, damaged, broken unapproved, smaller, larger, medical or any other miscellaneous Container request.

4.2.3 The Contractor will ensure that all such requests are fulfilled within one Waste Working Day and to the satisfaction of the Authorised Officer and in a timescale as approved by the Authorised Officer.

4.2.4 The Contractor will provide the Council with the following information to show the completion of each request:-

- The date the request was enacted
- The serial number (if applicable)of any Container collected
- The serial number (if applicable) of any Container delivered
- Whether the Container has been repaired or exchanged

- Whether a Container is found on site and no action taken

### **4.3 WASHING, MOVING, AND RETURNING CONTAINERS TO STOCK**

- 4.3.1 The Contractor must ensure that all reused Containers are before re-issue jet- or pressure-washed, disinfected and any spent stickers, or painted house numbers are to be removed. The standard of washing must be high and to the satisfaction of the Authorised Officer. Washed Containers must be to a high enough standard that enables them to be re-issued/re-distributed to residents in the future.
- 4.3.2 The Contractor will provide a detailed return listing the number and size of Containers washed, number of damaged Containers deconstructed, number of resultant spares generated through deconstruction.
- 4.3.3 Any Container that is considered to be broken or damaged beyond future redistribution should be dismantled by the Contractor to ensure that any usable lid, axle, wheel or body that may be reused in the future is held in stock.
- 4.3.4 The Contractor will ensure that the stock of Containers is used to the best advantage by replacing lids, lugs, axles and wheels when required to fulfil deliveries and ensure that the stock of Containers lifespan is maximized.

### **4.4 RETRIEVAL OF UNAPPROVED CONTAINERS**

- 4.4.1 The Contractor will assist the Council to retrieve unapproved Containers from residents on the day of collection.

### **4.5 COMMUNICATION**

- 4.5.1 The Contractor will leave a leaflet or other communication method as directed by the Authorised Officer to advise residents that a delivery or swap over could not be enacted to due to non access to Containers.
- 4.5.2 The Contractor will ensure that the operatives have a method to contact residents (if required) to arrange a date and time for access.

### **4.6 REPORTING OF DAMAGED CONTAINERS**

- 4.6.1 The Contractor shall ensure that there is a mechanism in place to inform the Council of any damaged or broken Containers and Containers (Recycling or residual) found on site.

Or for any Container that inadvertently falls into the hopper of the vehicle. The Contractor will ensure that the report is submitted on the day of collection.

4.6.2 If the Container is found to be still serviceable the Contractor will ensure that the Container is emptied on the day of collection. If the Container is considered not to be serviceable and the contents are left the Contractor will ensure that this is noted on the report of the damaged/broken Container.

4.6.3 The Contractor will also ensure that (whether the Container is emptied or not) the Container is stickered to inform the resident that

a. the Container is damaged

b. in the case of Bulk Containers only that they should inform their management agents and that the Container will not be emptied again until the damage is mended.

c. in the case of 2 Wheeled Bin on domestic properties – that a report has been submitted on their behalf to the council that their Container is damaged

4.6.4 The Contractor will ensure that in the case of 2-Wheeled Bin on domestic properties that the Container is either swapped over or emptied on the day of collection by non Container lift mechanisms.

#### **4.7 HEAVY CONTAINER PROCEDURE**

4.7.1 If a Container or Container is considered too heavy to be emptied the Contractor must ensure that the crew advises their Supervisor of the problem immediately and a sticker is applied to the Container advising the resident that the Container is too heavy to be emptied

4.7.2 The service Supervisor must inform the Authorised Officer(s) and arrange to meet on site to determine

a) if the Container is too heavy to be emptied

b) the cause of the heaviness

#### **4.8 FROZEN CONTAINER PROCEDURE**

4.8.1 In icy conditions if the contents of Containers (particularly food and garden Containers) are found to be too frozen to be emptied properly. The Contractor must ensure that an attempt is made to empty the contents. The Contractor must then ensure that there is a method in place to communicate the problem to the resident (such as a Container hanger or Container tag).

4.8.2 Where crews have applied this communication method the Council must be made aware of the house names and/or numbers involved.

#### **4.9 DISPUTED NOT OUTS OR CONTAINERS NOT ON BOUNDARY**

4.9.1 The Contractor will ensure that crews provide details of any property that has not put their Containers out for collection or any property where the Containers have not been put on the boundary of the property.

4.9.2 The Council will process this information as long as it is received before the call centre phones open the day after collection.

4.9.3 The Council will where possible avoid returns for collection by informing residents that their Containers were either not out for collection at the correct time, or not on the boundary of their property (with the exception of those approved for Assisted Collections).

4.9.4 Should residents dispute the crew's information the decision to return will be at the discretion of the Authorised Officer. The Authorised Officer's decision is final.

#### **4.10 CONTAMINATED BULK CONTAINERS**

4.10.1 When Bulk Recycling Containers are found by the Recycling collection crews to be contaminated the Contractor shall communicate this information to the Council on the day of collection.

4.10.2 The collection crew must use a Container hanger or Container tag to advise the residents that the Container could not be emptied due to contamination.

4.10.3 Although the Council will endeavour to enforce and resolve issues of Bulk contamination in some cases the Contractor will be requested to have the Containers emptied by the refuse crews on their next collection attendance.

#### **4.11 CONTAMINATED DOMESTIC CONTAINERS**

4.11.1 Contaminated domestic Containers must be stickered to advise the resident why the Container has not been emptied.

4.11.2 Although the Council will endeavour to enforce and resolve issues of Bulk contamination in some cases the Contractor will be requested to have the Containers emptied by the refuse crews on their next collection attendance.

#### **4.12 SACK DISTRIBUTION**

4.12.1 The Contractor will ensure that when distributing black sacks to residents that sacks are (where possible) posted through letter boxes. Properties so served are listed in the Appendices.

4.12.2 The Contractor shall ensure it holds sufficient stock to ensure that no outlet or store runs out of sacks.

4.12.3 The Contractor is to work with the Council to develop a continuous doorstep feeding system to deliver clear Recycling sacks directly to residents' doors when requested. The Contractor will mobilize this feeding system as of the first Contract anniversary.

#### **4.13 RECORDS OF REQUESTS AND REPACEMENTS**

4.13.1 The Contractor must ensure that accurate records are provided to the Council on a monthly basis for the movement in and out of all Containers. .

## **5.0 STREET CLEANSING**

### **5.1 DESCRIPTION OF SERVICE**

5.1.1 Street Cleansing services as applied to Epping Forest District Council includes the following operations: -

- Street Cleansing.
- Car parks Cleansing.
- Markets Cleansing.
- Litter bins service.
- Dog Waste Container service.
- Removal of leaf and blossom fall.
- Removal and storage of street furniture.
- Removal of rubbish and fly tips.
- Emergency services.
- Subway Cleansing.

The service requirement for each of these activities is set out below.

5.1.2 Without prejudice to the Programme of Work and Method Statement the Contractor shall provide sufficient resources to meet the demands of the Code of Practice on Litter and Refuse (COPLA) (pursuant to Environmental Protection Act 1990).

5.1.3 This Service is intended to Cleanse areas categorised by the Council as Zones 1, 2, 3, 4, 5, 6 and 7 as defined in the Environmental Protection Act and the Code of Practice, to the standards required by those provisions.

5.1.4 Rapid Response Environmental Teams shall be provided and will be available to the Authorised Officer or his representative at all times for ad hoc activities in addition to their routine workload.

5.1.5 As part of the Regular Service, the carriageways and footways specified within the Schedules are to be Cleansed in accordance with the requirements of the Specification, at the frequencies required for each area and variously described. This shall include all areas

within the boundary of the Highway, including the Carriageway, Footway and Other Highway Areas, are to be Cleansed in accordance with the requirements of the Specification, to the standards required for each area and variously described within each Schedule.

- 5.1.6 The Emptying and Cleansing of Litter bins is to be included as part of the Regular Service.
- 5.1.7 The Regular Service also extends to the Cleansing and/or Litter picking of Car Parks, Recycling Areas, Litter bins, Subways, traffic islands, pedestrian refuges, and Adopted Passageways, all of which are scheduled within the Appendices.
- 5.1.8 The Regular Service also extends to the collection and storage of shopping trolleys pending their collection by a rightful owner.
- 5.1.9 The Contractor shall Cleanse all streets, public rights of way, footpaths including all footpaths away from carriageways, carriageways, grassed verges, hedges, public areas, boundary to boundary including ditches except where areas being Cleansed are adjacent to forest land with no defined boundary, then two (2) metres length from the highway boundary into grassed verges, forest land and hedges from the area being Cleansed shall be included.
- 5.1.10 The Contractor may Cleanse most carriageways mechanically, but before such equipment is used on the footways the type of machine and location of its use must be approved by the Authorised Officer. Any roads that cannot be Cleansed to the required standard mechanically for any reason shall be Cleansed manually. Litter picking alone is not an acceptable method of street Cleansing other than where there is no defined kerb line and the alternative has been approved by the Authorised Officer or on those routes identified as Zones LPR.
- 5.1.11 In Zone 1 areas the Contractor shall provide operatives equipped with orderly barrows. These staff shall be provided with PPE and equipment providing a professional image in these centres. Several satellite storage areas exist for the Contractor's equipment (See Appendices).
- 5.1.12 When operating mechanical sweeping equipment on footways and bridleways the Contractor shall comply with the requirements of the Vehicles (Conditions of Use on Footpaths) Regulations 1963 (as amended) and the relevant sections of the Highways Act 1980 (as amended).

- 5.1.13 The Contractor shall undertake the removal of grass and weeds from roads as necessary to maintain the required standards of cleanliness.
- 5.1.14 The Contractor shall Cleanse all traffic islands and roundabouts, chevrons including all approaches to the standard required for the area of intensity in which they are located at the same time as the adjacent carriageway.
- 5.1.15 The Contractor shall ensure that all carriageway gully grates and grilles remain free of debris arising from Cleansing activities. Where such debris causes a blockage sufficient to stop the free flow of rainfall and other similar run-off the Contractor shall be responsible, at his own expense, for removing said blockage and ensuring that the free flow of rainfall and other similar run-off is reinstated.
- 5.1.16 The Contractor shall ensure that the defined streets and related carriageways and footways (identified by in the Appendices and as further instructed by the Authorised Officer) are kept free of chewing gum by routine use of appropriate removal equipment.
- 5.1.17 The Contractor shall ensure that all (where installed) cigarette ashtrays outside shops, on Litter bins and otherwise identified are emptied in accordance with the street Cleansing frequency of the road on which they are installed.
- 5.1.18 The Contractor shall ensure that the back line of all pavements, alleyways and footpaths shall be cut back on an annual basis (or as requested by the Authorised Officer) to ensure that weed, soil and detritus encroachment is minimised and that the rear edge of the pavement, alleyway or footpath is continually re-defined.
- 5.1.19 Extendable Litter pickers or other mechanisms shall be made available and employed to ensure that Litter is removed from under hedges and along fence lines with vegetation.
- 5.1.20 The Contractor shall ensure that street Cleansing operatives are proactive in their approach to all street Cleansing operations. Operatives should report incidences of fly tipping, graffiti, excessive gum, excessive Littering etc when seen even when not on their street Cleansing rounds.
- 5.1.21 All street Cleansing staff shall report on a daily basis which roads have been Cleansed detailing time entrance and exit to roads. The Contractor shall immediately share this information with the Council.



5.1.22 The Council will be looking for the Contractor to demonstrate innovative methods of ensuring that Street Cleansing front line staff are actively engaged in the task assigned to them with good levels of motivation and enthusiasm for the task in hand.

## **5.2 REMOVAL OF RUBBISH AND FLY TIPPING**

5.2.1 The Contractor shall immediately remove, transport and convey to Delivery Points all accumulations of rubbish up to and including 2.5 m<sup>3</sup> in volume on any part of a street or public place. All fly tipping of unwanted items of furniture and other household items of any size will be dealt with by the Contractor in same manner. Wherever practicable the Contractor shall send Waste so Collected for Recycling.

5.2.2 Where accumulations of rubbish larger than 2.5 m<sup>3</sup> in volume are encountered the Contractor shall photograph the waste before searching through the items for any indication of the origin of the Waste. Photographic and other evidence should be shared with the Authorised Officer within 1 Working Day.

5.2.3 The Contractor shall within four (4) hours of notification by the Authorised Officer remove any items or materials other than asbestos and chemical Waste which have been dumped on the highway and which comprise an aggregate volume of 10 cubic metres or less. The Contractor shall provide this service on every Working Day and shall remove, transport and dispose of such accumulations, Recycling materials wherever possible.

5.2.4 Where the items or materials dumped comprise an aggregate volume in excess of 2.5 cubic metres, or consist of asbestos or chemical Waste, or require mechanical handling the Contractor shall make proposals to, and seek the instructions of, the Authorised Officer.

5.2.5 The Contractor shall clear all accumulations of waste within four working hours of an instruction from the Authorised Officer. Payment for any works done following such instructions shall be made in accordance with the Day Works provisions.

5.2.6 There are a number of sites in the Council area where Waste dumping is frequent occurrence. The Contractor shall inform the Authorised Officer immediately when a new such site is noted. The Authorised Officer will from time to time supply the Contractor with the current schedule of dumping hotspots. The Contractor shall clear these hotspots of all items or materials dumped without any other prior notification and as part of the routine scheduled workload. The Council will take reasonable steps to use its enforcement powers to prevent such routine dumping. The Council may require the co-operation of the

Contractor at any time in the investigation of the source of any such dumped Waste prior to its clearance.

- 5.2.7 The Contractor shall maintain to the satisfaction of the Authorised Officer a recording and reporting system detailing the locations and frequencies of all clearance of dumped items or materials.
- 5.2.8 The Contractor shall ensure that the driver(s) of any vehicles(s) deployed on this Service are equipped with a communication system in the vehicle so that reports of dumps can be immediately relayed to them.
- 5.2.9 The Contractor may be instructed by the Authorised Officer to remove from the public highway, and store, builders' materials or other items. These materials shall be kept safely at the depot until the Authorised Officer issues instructions to remove the materials to tip or to release the materials to a person nominated by the Authorised Officer. Payment for any works done following such instructions shall be made in accordance with the Day Works provisions..
- 5.2.10 The Contractor shall not without the express written instruction of the Authorised Officer remove deposits or building materials left on the highway by statutory undertakers.

### **5.3 CAR PARKS CLEANSING**

- 5.3.1 The location of Council car parks is set out in the Appendices. All Council car parks and their surrounding hedges/vegetation or fence lines /backlines shall be Cleansed to the standard required for the area of intensity in which the car park is located at the same time as the adjacent carriageway. Where the standard of cleanliness falls below Grade B the Contractor shall return the area to Grade A standard within 4 hours.

### **5.4 SUBWAY CLEANSING**

- 5.4.1 If required by the Authorised Officer the Contractor shall Cleanse and disinfect using an approved disinfectant all subway floors and walls by the use of high-pressure washer jets to remove all surface dirt and engrained dirt, dust marks, graffiti and other unwanted markings. Payment for the service will be in accordance with the Day Works provisions.

## **5.5 MARKET CLEANSING**

- 5.5.1 When markets are held in specified roads or parts of a road mechanical Cleansing operations shall be suspended for that particular day for the area the market occupies.
- 5.5.2 The Contractor is required to bring the area occupied by the market to the required standard within four hours of last stall removal.

## **5.6 SPECIAL EVENTS**

- 5.6.1 The Contractor shall provide Commercial Waste collection services for special events such as fairs, processions, street parties etc as and when required by the Authorised Officer. The Contractor shall deliver/collect Containers, collect and remove all Household Waste from special events. The Contractor shall endeavour to separate Recyclable Commercial Waste from general Commercial Waste. Payment for the service will be in accordance with the The Dayworks provisions. to this Contract.

## **5.7 REMOVAL OF LEAF AND BLOSSOM FALL**

- 5.7.1 The Contractor shall remove leaf and blossom fall to the same standards and at the same frequency as other Litter and refuse in the areas in which the leaf and blossom fall occurs.
- 5.7.2 The Contractor shall prepare no later than July 31<sup>st</sup> each year a leafing plan in respect of the following autumn period and shall submit this for the approval of the Authorised Officer. The plan will show how existing and additional resources shall be deployed in the collection and Recycling of leaf fall, and tasks prioritised to ensure highway safety and local amenity.
- 5.7.3 The Contractor shall implement an autumn inspection regime that monitors road conditions and instigates the removal of leaf and blossom fall within one (1) Working Day. The Contractor shall also respond to requests from the Council to remove hazardous accumulations of leaves in the same time scale.
- 5.7.4 Notwithstanding the leafing Plan, the Contractor shall ensure that at all times no danger is posed to Highway users through accumulations of fallen and decomposing leaf and blossom.
- 5.7.5 Where the correct quality standard can be met (and especially avoiding materials from sites experiencing high levels of motor traffic) the Contractor shall dispose of leaf fall at

one of the approved composting sites, Currently Harlow Transfer Station. Where leaf fall is contaminated with Litter and traffic deposits the material shall be managed as Residual Household Waste.

## **5.8 REMOVAL OF GRAFFITI, AND FLY POSTING**

- 5.8.1 The Contractor may be required to remove graffiti, and fly posting from car parks, walls, equipment, subways, highway surfaces and other areas. The specification for this work will be determined at that time and payment for the service will be in accordance with the Day Works Schedule.
- 5.8.2 Where an instruction from the Authorised Officer is issued to remove obscene or racist graffiti or fly posting the Contractor is required to attend to the request within four (4) working hours of receiving an instruction to carry out the removal.
- 5.8.3 Where fly posting is observed on street furniture during a scheduled Cleanse, excluding statutory undertakers' equipment, it shall be removed at the same time as the Cleansing takes place.
- 5.8.4 Fly-posting on statutory undertakes' equipment shall only be removed on the instruction of the Authorised Officer

## **5.9 LITTER AND ON-STREET RECYCLING CONTAINER SERVICE**

- 5.9.1 The Council wishes to maintain a Litter bin service at all times and in all locations that they are needed. Accordingly the Contractor will empty and Cleanse Litter, or on street Recycling Containers, with the Council responsible for providing and fixing replacement and/or new Litter bins. For the avoidance of doubt where Litter bins are secured by a lock the Contractor shall be responsible for the issue and replacement of lock keys. Only lock keys supplied by the Litter bin manufacturer shall be used to open Litter bins.
- 5.9.2 The Contractor shall ensure that:
  - a) No Litter bin or Recycling Container is ever allowed to become more than three quarters full at any time
  - b) Every Litter bin or Recycling Container is emptied at the time of Cleansing of the location in which it is situated and that Litter surrounding a Litter bin for a distance of 5 metres is swept up and removed, (after the Litter bin has been emptied) and

- c) In any event every Litter or Recycling Container is emptied at a frequency of not more than 14 days.

For the avoidance of doubt this provision also applies to Litter bins in public open spaces supplied with the Contract of the Authorised Officer by third parties for use by the general public.

## **5.10 LITTER BINS**

- 5.10.1 The Contractor will be responsible for all purchases, storage, installation, maintenance, repair, replacement and washing of all existing Litter bins within the rates tendered. All litter bin keys shall be transferred to the Contractor at Contract Commencement.
- 5.10.2 When a Litter Bin requires replacement the Contractor shall do so on a like for like basis and at no additional charge to the Council.
- 5.10.3 The Authorised Officer shall specify the type of Litter bins, specialised Litter bins and liners which the Contractor shall purchase from a supplier approved by the Authorised Officer. The Contractor shall record details of Litter bins and liners purchased and replaced.
- 5.10.4 The Contractor shall ensure that each Litter bin and associated liner is thoroughly cleaned inside and out, using water and a cleaning agent approved by the Authorised Officer twice a year at an interval of more than five but less than seven months between cleanings. If additional cleans are thought to be required, the Contractor shall report to the Authorised Officer who shall instruct accordingly. Any additional cleans will be paid for in accordance with Daywork Rates.
- 5.10.5 The Contractor shall ensure when carrying out such washing, that any drainage holes in the Litter bins, specialised Litter bins and associated liners (where present) are clear and free running.
- 5.10.6 The Authorised Officer shall notify the Contractor when they are required to replace an existing Litter bin and/or specialised Litter bin that is worn out through fair wear and tear. In these cases the Contractor shall, within five Days, deliver the new Litter bin to the location specified and remove the existing Litter bin for recycling or disposal as appropriate.
- 5.10.7 In the event that the Contractor loses, damages or destroys a reusable Litter bin, or liner during the collection process the Contractor shall notify the Authorised Officer immediately

on the day the loss, damage or destruction took place. The Contractor shall replace any lost, damaged or destroyed reusable Litter bins, specialised Litter bins or liners within 24 hours of the event taking place and notify the Authorised Officer when the replacement has been made. The Contractor shall be responsible for the cost of the replacement of all reusable Litter bins, specialised Litter bins and liners damaged during the collection process.

5.10.8 The Authorised Officer may decide to increase the number of additional Litter bins and the additional Litter bins shall be sited, emptied, cleaned and maintained by the Contractor in accordance with the Specification, in accordance with the Schedule of Rates.

5.10.9 Once installed, the Contractor shall assume all responsibility for emptying, maintenance and replacement.

5.10.10 Litter bins and/or specialised Litter bins shall be removed, replaced or sited within five Days of receiving an Authorised Officer's written instruction. The Authorised Officer will consider the provision of Litter and Recycling bins for any additional sites proposed by the Contractor.

5.10.11 The Contractor shall, when requested to do so by the Authorised Officer, fix and remove specialised Litter bins (e.g. gum and cigarette bins, dog Waste bins) to lamp posts and elsewhere.

5.10.12 In the event of that the Authorised Officer receives a request from the Police to remove a Litter bin and/or specialised Litter bin or any other Waste and/or recycling Container within the scope of this Contract, upon notification, the Contractor shall arrange for the Litter bin and/or specialised Litter bin or other Container to be removed immediately. If the request is made directly to the Contractor – either on site to a member of Staff or by telephone, fax or e-mail to the Contractor's offices, the Contractor shall immediately contact the Authorised Officer for approval.

5.10.13 Occasionally the Contractor will be required to affix any stickers approved by the Authorised Officer that the Council requires to be attached to the Litter bins and/or specialised Litter bins or other type of Waste and/or recycling Container. The cost of this shall be paid for at Daywork Rates.

## **5.11 DOG WASTE CONTAINER SERVICE**

- 5.11.1 Dog Waste and other animal fouling shall be dealt with as part of the normal Cleansing service and the Contractor shall remove all dog Waste and other animal fouling from all streets and public areas and all surfaces paved or unpaved.
- 5.11.2 The Contractor is required to clean and maintain all Containers on a regular cycle to ensure that the appearance of the Container is acceptable and left in a hygienic and clean condition after each emptying cycle. Further, the Contractor shall be responsible for maintaining a stock of replacement units and the replacement of units that cannot be repaired.
- 5.11.3 The Contractor shall ensure that all dog Waste Containers are regularly emptied and that no dog Waste Container is ever allowed to become more than half full at any time. The Contractor shall remove the contents of the Containers and dispose of it in accordance with this Specification.
- 5.11.4 Where the emptying of a Container falls on a Bank Holiday, it should be emptied on the last Working Day prior to the Bank Holiday. For the avoidance of doubt where dog Waste Containers are secured by a lock the Contractor shall be responsible for the issue and replacement of lock keys. Only lock keys supplied by the dog Waste Container manufacturer shall be used to open dog Waste Containers.
- 5.11.5 The Waste from dog Waste Containers shall be collected using a vehicle dedicated for this purpose, or as agreed with the Authorised Officer. The Containers are to be lined with sacks and fixed in place with bands. The sacks used for this Service shall be supplied by the Contractor. The sacks are to be of three differing colours (yellow, green and white) corresponding to different collection days of the week which are Monday, Wednesday and Friday.
- 5.11.6 At the termination of this Contract for whatever reason the Contractor shall return to the Authorised Officer the keys to all locks securing dog Waste Containers.
- 5.11.7 The Contractor shall make a regular return to the Authorised Officer. The return will show the number and location of the Containers and the day and date on which they were emptied.

## **5.12 REMOVAL AND STORAGE OF STREET FURNITURE**

5.12.1 At the request of the Authorised Officer the Contractor shall collect/remove broken or other street furniture from anywhere in the Council area and deposit them at the Council's depot, or some other place as instructed by the Authorised Officer. For the avoidance of doubt street furniture is classed as street name or road signs, Litter bins, seats, benches and bollards. Payment for this Service shall be in accordance with Day Works provisions.

5.12.2 Without prejudice to the other parts of this Specification all damage to street furniture seen by the Contractor's employees shall be recorded in the Daily Reports and reported by the Contractor to the Authorised Officer within one (1) Working Day.

### **5.13 SHOPPING TROLLEYS**

5.13.1 The Contractor shall implement, maintain and provide a system for the removal and storage of abandoned shopping trolleys. All recovered shopping trolleys shall be notified, in the agreed format, to the apparent owner within 1 Working Day of recovery.

### **5.14 BRING SITE RECYCLING CENTRES**

5.14.1 All Bring Site Recycling centres and the area within 5 metres of each centre shall be Cleansed to the standard for high intensity areas regardless of their actual location.

5.14.2 All recyclable material left at the centres or arising from their Cleansing shall be placed in the appropriate Recycling Container.

5.14.3 All non-recyclable Waste arising from the Cleansing of the centres and any recyclable materials that cannot be deposited in the Recycling Containers because of a lack of capacity shall be disposed of in accordance with 1.16.

### **5.15 PROVISION OF SERVICES TO TOWN AND PARISH COUNCILS**

5.15.1 The Contractor shall provide street Cleansing services to those Town or Parish Councils who request additional services e.g. emptying of Litter bins in play areas. Payment for these requested services will be at the unit costs set out in the Pricing Document.

5.15.2 For the avoidance of doubt the Contractor shall not directly or indirectly offer additional service to Town and Parish Councils. Where the Contractor receives a request for additional services direct from a Town or Parish Council the request shall be immediately referred to the Authorised Officer.



## **5.16 EMERGENCY SERVICES**

- 5.16.1 The Contractor shall allocate sufficient resources to provide an emergency Cleansing service to deal with road accidents and other incidents as notified by the Authorised Officer. This emergency service is to be operated between 24 hours a day every day of the year.
- 5.16.2 If the Authorised Officer requires the Contractor's workforce for any reason, e.g. pedestrian salting, gritting or snow clearing, the Authorised Officer has the right to suspend the Cleansing service or parts of it. When this is the case the normal payments for the suspended period/area shall be paid by the Council. The Contractor shall, however, be required to make collections or sweepings as soon as possible in the same working week where practicable for those areas that missed their collection or sweeping due to the suspension of Services.
- 5.16.3 An emergency sandbagging service may be required from time to time. The Contractor will deliver any number of sandbags to strategic points on the direction of the Emergency Planning Officer, a member of the Emergency Response team or the Environmental Services Land Drainage Team or such other person or company as the Council may from time to time notify the Contractor in writing. The service is prompted by Meteorological Office flood risk information, which will be actioned by the Emergency Planning Officer or a member of the Emergency Response Team or other person designated by the Council to fulfil this role from time to time.. Payment for emergency sandbagging shall be in accordance with the Day Works provisions when required or the Authorised Officer will suspend normal operations and direct resources to undertake this task; in this event no additional payments will be made.

## **5.17 DISPOSAL OF STREET CLEANSING WASTE**

- 5.17.1 Street cleaning Waste is classified as Household Waste and shall be disposed of in accordance with
- 5.17.2 The Contractor shall seek ways in which materials which are recyclable within street cleaning Waste can be extracted for Recycling before disposal and shall, by the first anniversary of the Commencement Date, make recommendations to the Authorised Officer for the recovery of said materials.

5.17.3 The Contractor shall ensure that where on street Recycling Containers or On the go Recycling facilities are installed that all recyclable materials are collected separately and are disposed of in accordance with 1.16.

## **5.18 DEPOT CLEANSING**

5.18.1 The Contractor shall ensure that the depot or depots assigned to them is/are inspected and cleaned on a regular basis and to a performance standard as agreed with the Authorised Officer.

5.18.2 The Contractor shall ensure that Wastes are unloaded and stored in accordance with any Waste Management Licence or Environment Permit in place or as directed by the Authorised Officer.

5.18.3 The Contractor will ensure that at no time will Wastes be discharged or unloaded in unauthorised locations.

5.18.4 The Contractor will ensure that the Council is not issued with warnings or contravention notices by regulatory bodies such as the Environment Agency or the Health and Safety Executive due to unauthorised actions by the Contractor or its staff

## **5.19 DEAD ANIMALS**

5.19.1 The Contractor shall provide the Council with Dead Animal Reports (DAR) for each dead animal found on the highway in a manner and format specified by the Authorised Officer.

5.19.2 The Contractor will ensure that when a domestic pet is found the DAR is also given an individual identification number. The DAR report for a domestic pet must give the Council a report of the animal condition, the location it was found and description of the pet and any identifying collars or name tags. The Contractor shall ensure that the animal is checked for an identity chip using an electronic chip reader.

5.19.3 The Contractor will ensure that any domestic pet found on the street is placed in an opaque bag and labelled with the location found, type of animal, and the individual identification number that relates to the DAR report for that specific animal.

5.19.4 All dead domestic pets will then be stored in a cold store (provided by the Contractor) until such time that the owner is located and pet retrieved or the Contractor is advised to dispose of the animal by the Council in accordance with 5.19.5.

- 5.19.5 The Contractor shall ensure that all dead animals collected from the highway are disposed of in accordance with the WDA's disposal directions. The cost of transport to the disposal points will be borne by the Contractor. For the time being this shall be through delivery within 4 hours of an instruction by the Authorised Officer to a local renderer nominated by the Waste Disposal Council.
- 5.19.6 The Contractor will also supply a monthly summary of all the dead animals (DARs) (of animal types as specified by the Authorised Officer) detailing the date, animal type, location found, identifiable markings, electronic chip details to the satisfaction of the Authorised Officer. These returns will be used to assist the Council in satisfying its reporting requirements to external organisations such as Badger Watch etc.

## **6.0 WEEDSPRAYING**

### **DESCRIPTION OF SERVICE**

- 6.1.1 **The District Council carries out weed control spraying on behalf of the Highway Council. Funding for the service is not guaranteed and may fluctuate or cease at 3 months' notice.**
- 6.1.2 For the time being the Contractor shall maintain all streets, roads including roundabouts and lay-bys, car parks and open spaces weed free through the application of an approved herbicide. The Contractor shall apply weed killer on three separate occasions in May, June and September of each year. The application of herbicide shall apply to all streets and roads that have channels and all footpaths.
- 6.1.3 The Contractor shall each year present and agree with the Authorised Officer one month prior to the first application a weed spraying programme that sets out the location and days spraying will be undertaken.
- 6.1.4 The Authorised Officer shall inspect for weed clearance two weeks after each application and should the application, for any reason, not be successful in killing weeds, the Contractor shall undertake remedial action at its own expense. The Authorised Officer shall indicate the extent of the remedial action required and an appropriate time scale for its completion.

### **PURCHASE AND STORAGE OF HERBICIDES**

- 6.1.5 The Contractor shall only use GLYPHOSATE. No other preparation shall be permitted unless agreed with the Authorised Officer in writing. Herbicides purchased for use in the Contract should only be purchased from accredited suppliers or agents, and be in undamaged Containers which are clearly labelled. The herbicides must be used within the active life period stated by the manufacturer(s) i.e. best before date or similar etc. Any herbicides purchased for use in the Contract in Containers which do not comply with the above criteria shall not be used and either returned to the supplier or disposed of in the correct and approved safe method.
- 6.1.6 At all times herbicides shall be kept in a safe place whether in a depot/yard store, site store, and when carried on the vehicle and shall only be accessible to authorised persons/operatives in connection with the Contract. No other persons should be able to obtain possession of any of the herbicides. No herbicides should be kept in the vehicle

cabin. The manufacturers/suppliers storage, handling and mixing instructions should be strictly adhered to at all times.

## **APPLICATION**

- 6.1.7 The Contractor shall not undertake spraying at any time when the ground is in a water-logged condition or during and immediately after heavy rainfall or during high winds.
- 6.1.8 All plant, vehicles, equipment and herbicides used in conjunction with the Contract must not be left unattended at any time prior to, or during periods of application including meal breaks, overnight and weekends.
- 6.1.9 The Contractor shall make all the necessary arrangements with the appropriate water company for a supply of water for use in the mixing of herbicides, and for the diluting, washing away of any spillages and for the safe Cleansing of anything which has become contaminated during the spraying operation or by accident. All standpipes used on Thames Water, Three Valleys Water and Essex Water Company, apparatus shall be hired from Thames Water, Three Valleys Water and Essex Water Company, incorporate a double check-valve and shall comply with Thames Water, Three Valleys Water and Essex Water Company, Byelaws. To remove any possible risk of contamination, hoses connected to standpipes must not be allowed to enter the vessel or tank to be filled. They must be filled with the outlet of the hose or pipe above the top edge of the vessel or through a separate cistern.
- 6.1.10 A first aid kit containing the appropriate dressings and solutions to cope with herbicide accidents, and washing facilities shall be provided on all vehicles used in weed spraying operations and at all premises where herbicides are stored.
- 6.1.11 The spraying equipment shall be in sound mechanical condition, conform to any statutory requirements and maintained in accordance with the manufacturers recommendations.
- 6.1.12 The equipment shall be specially designed for the purpose and be capable of applying a controlled uniform dosage. At least 21 days prior to the Commencement Date the Contractor must give details of the equipment to be employed on the Contract.
- 6.1.13 From the Commencement Date the Contractor shall ensure the equipment undergoes periodic safety checks and confirms, when requested by the Authorised Officer, that the said safety checks have been undertaken.

6.1.14 Where the spraying equipment is mounted on motor vehicles, the vehicles shall at all times comply with the statutory requirements relating to the construction and use of such vehicles and each vehicle shall be fitted with an amber flashing beacon (rotating beam) so mounted that it is clearly visible at all times to traffic from any direction; whether the machine is in operation or stationary.

6.1.15 With such equipment spraying must be possible mechanically with the spraying head specially designed for the purpose, and properly attached to the nearside of the vehicle. It should be located sufficiently close to ground level to secure a minimum overspray particularly when dealing with kerbs and channels. Knapsack Sprayers shall conform to BS4115 and BS7411 or equivalent. The Contractor shall be responsible for ensuring that only competent properly trained operatives are employed on weed-spraying operations.

#### **DISPOSAL OF HERBICIDES**

6.1.16 The flushing away of any herbicides after accidental spillage or the disposal of any surplus herbicides down a drain or sewer must NOT be carried out unless the appropriate Council has given approval and the fire brigade are in attendance. Any herbicides which have been mixed or prepared for use and are found to be surplus to requirements or have become contaminated in some way or other and are unsuitable for use, must be only disposed of in the manner recommended by the supplier or manufacturer.

## **7.0 ABANDONED VEHICLES**

### **7.1 GENERAL INFORMATION**

7.1.1 The Service required under this Abandoned Vehicle Removal Service includes:

- a. The removal and storage of any vehicle that has been classed as a “nuisance vehicle” under the Clean Neighbourhoods & Environment Act, 2005,;
- b. The removal for destruction or storage of any vehicle that has not been claimed by the owner.
- c. Providing an emergency service both in and out-of-hours within 4 hours of notification.
- d. The provision of information required by the Council in performance of the Service
- e. Dealing with the public on behalf of the Council as may be required.
- f. Provisional item: the placing of three day notices on apparently Abandoned Vehicles and delivery of standard letter to the registered keeper

Clause f is a provisional item and may not become part of the final Contract or if accepted may be withdrawn by the Council giving one month’s notice without penalty.

7.1.2 Areas of the District Included within the Contract are:

- a. all public highway areas within the district and all Council owned land, and
- b. all relevant land as proscribed by legislation or other areas as required by the Council.

7.1.3 The Highway Council takes responsibility for strategic routes which within this contract i.e. the A414. Since the numbers of vehicles Abandoned on this route are minimal any such action will be deemed to have no impact upon this Contract. Notwithstanding the above the Contractor will deal with vehicles notified to it by the Council on the strategic routes at the same rate as other vehicles.

## 7.2 PURPOSE

- 7.2.1 The purpose of the Contract is to enable the District to carry out its responsibilities with respect to abandoned and other nuisance vehicles.
- 7.2.2 The Contractor will be required to remove and store some vehicles in its own secure compound until authorised by the Council or DVLA to release them to their owners.
- 7.2.3 Having removed the vehicle, the Contractor shall be instructed to either
- a) ensure safe storage of the vehicle for a set period of time pending sale or destruction, or
  - b) destroy the vehicle forthwith making the necessary notifications including DVLA.
- 7.2.4 Destruction of any vehicle shall be undertaken only by a registered End of Life Vehicle Manager.
- 7.2.5 The Contractor shall, when specifically instructed by the Authorised Officer, remove vehicles for destruction which have been identified by Epping Forest as being abandoned, from highway and other land in the Council.
- 7.2.6 The Contractor shall ensure that prior to destruction vehicles are satisfactorily de-polluted to the standards set out by Government for ELV's.
- 7.2.7 All vehicles stored and not claimed shall be destroyed upon receipt of an instruction by the Authorised Officer. The Contractor shall destroy none without the written confirmation of the Authorised Officer.
- 7.2.8 The Contractor will be required from time to time to provide vehicles to support multi-agency operations involving the Police, Local Authorities and DVLA; Automatic Number Plate Recognition (ANPR) and Operation Cubit. Vehicles removed during such operations will be categorised as A or B class and charges applied accordingly.
- 7.2.9 The Contractor will be required to remove and store some vehicles in its own secure compound under DVLA Council. These will be held until payment is made or authorisation for destruction from the DVLA (8/15 days). Pound administration and DVLA documentation must be provided by the Contractor.
- 7.2.10 The Contractor will from time to time be required to impound other vehicles (persistent parking offenders, vehicles for sale on the street). These will be treated as category B



Local Council and charged as such. Release fees will be advised to the Contractor from time to time by Epping Forest according to current legislation applying at the time.

### **7.3 DEFINITION OF VEHICLE**

7.3.1 The term "Vehicle" shall comprise all cars and commercial and public service vehicles, motor cycles, side cars, tri cars, motor scooters, caravans and trailers for towing behind any of the aforementioned, and runners, non runners and shells.

### **7.4 STATUTORY REQUIREMENTS**

7.4.1 The Contractor is required to fully understand the statutory duties of the Council. It shall be incumbent upon the Contractor to carry out the Services in accordance with these statutory requirements on behalf of the Council. Any penalties prescribed by law and any consequential costs resulting from the Contractor failing to carry out these statutory duties must and shall be paid by the Contractor, in addition to any defaults issued under the conditions of contract. Payments may be deducted from any monies payable to the Contractor or an invoice issued to the Contractor.

7.4.2 The Contractor shall be expected to acquaint himself with the relevant provisions of the following Acts of Parliament in particular:

- a. Removal and Disposal of Vehicle Regulations 1986
- b. Refuse Disposal Amenity Act 1978
- c. Environmental Protection Act 1990
- d. Clean Neighbourhoods & Environment Act 2005
- e. End of Life Vehicle Regulations

and with any other Acts, Statutory Instruments, Orders, Codes of Practice, associated & subsidiary legislation & Statutory Guidance that are not mentioned above but are operative for the provision, execution and organisation of the services within this Contract.

7.4.3 The Contractor is to make himself aware of any Government plans to change the way Abandoned Vehicles are dealt with and to ensure that his collection capabilities can undertake the response and the quality of Service required.

## **7.5 ENVIRONMENTAL PROTECTION ACT L990 - SCRAP VEHICLES**

7.5.1 The Contractor shall comply with the requirements of the Environmental Protection Act 1990 and all regulations and codes of practice made there under so far as they relate to the collection, storage and disposal of vehicles or parts thereof which come within the description of "waste" as set out in Clause 75 (1) of the said Act. In particular the Contractor shall:

- (a) Store such waste only on land which is licensed for such purposes by the appropriate Waste Regulation Council
- (b) Be a registered waste carrier as required by Section 2 of the Control of Pollution (Amendment) Act 1989
- (c) Dispose of any such waste only at a waste disposal site licensed to receive and store such waste by the appropriate Waste Regulation Council (Authorised Treatment Facility); and
- (d) Ensure that on transporting, holding and disposing of the waste a written description of such waste is carried and transferred with the waste. Copies of the description and transfer note (must be kept for two years and must be available for inspection by Epping Forest or the Waste Regulation Council).

7.5.2 The Contractor must submit with his tender the address of the site where "waste vehicles" or parts thereof will be stored and their ultimate disposal site (Authorised Treatment Facility). Also the Contractor must supply a copy of the Waste management Licence for this site and give details of the licences granted for any sites which the Contractor will use for the ultimate disposal of the waste including the name of the licence holder, date of commencement of licence, expiry of licence and name of the Waste Regulation Council. The Contractor must also submit with his tender a certified copy certificate of his registration as a waste carrier.

## **7.6 STATUTORY DUTIES AND SAFETY**

7.6.1 Work under this Contract shall be carried out with the proper regard to safety and the Contractor shall observe and conform to all statutory enactments and regulations and any bye-laws and/or regulations of local or other authorities applicable to the work to be carried out under this Contract or generally to any site where such work is carried out. The

Contractor shall be solely responsible for the cost of supplying and/or doing all things necessary for this purpose.

7.6.2 The Contractor shall be responsible for the suitability and safety of his transporters and any other equipment used by him and no such transporters or equipment shall be used which may be unsuitable, unsafe or liable to cause injury or damage. Without lessening the absolute responsibility of the Contractor in regard to such transporters or equipment Epping Forest shall have the right to inspect such transporters and equipment and if in Epping Forest opinion it is unsuitable it shall not be used by the Contractor on this Contract and the Contractor shall replace the same at his own cost.

7.6.3 The Contractor shall supply and ensure that all operatives working within the contract area in connection with this service wear personal protective clothing including safety footwear, overalls, reflective vest and protective gloves.

7.6.4 Items of value found by the Contractor's drivers in vehicles being scrapped should be delivered to the pound and held in safe keeping for the periods

## **7.7 TOTTING**

7.7.1 The Contractor's operatives have no totting rights and the Council shall not allow totting rights or similar practices to be undertaken in any circumstances until permission has been granted for the disposal of a vehicle.

7.7.2 As the Council is allowing the Contractor to break for parts or sell vehicles, the Council expects the Contract sum to reflect the potential income received by the Contractor from parts or vehicles.

7.7.3 No vehicle collected by any Amnesty Scheme that may be introduced shall be sold as a whole vehicle : all shall be destroyed by the Contractor.

## **7.8 CLAIMS**

7.8.1 The Contractor must indemnify the Council against claims for damage to private property, unauthorised and/or accidental removal of articles not intended for removal by his staff. The Contractor shall make suitable and adequate arrangements under the Contract for sufficient insurance to deal with these incidents.

## **7.9 CLAIMS FROM OWNERS FOR PROCEEDS OF SALE**

7.9.1 Section 4 (b) of the Refuse Disposal (Amenity) Act 1978 empowers the owners of a vehicle to recover the proceeds of sale which exceed the aggregate of the sums which would be charged for the removal, storage and disposal of such vehicle. This power can be exercised by the owner up to one year from the date of sale of the vehicle. The Contractor shall advise the Epping Forest of any such claims.

#### **7.10 END OF LIFE VEHICLES EUROPEAN DIRECTIVE**

7.10.1 The Contractor is required to comply fully with of the European Directive 2000/53/EC of End of Life Vehicles (ELV). This includes the issuing of the End of Life Certificates by electronic means and computer link to the DVLA.

7.10.2 The Contractor needs to accept that changes to the services may take place due to the new Producer responsibility for vehicles. The council will not accept claims for losses or additional costs because of this requirement.

#### **7.11 SITE CONDITIONS**

7.11.1 The Contractor will be expected to ensure that any Abandoned Vehicle that is stickered for removal will be removed irrespective of site conditions, condition of vehicle, access and egress problems.

7.11.2 Where the Contractor considers himself unable to meet this requirement without breaking the requirements of Clause 7.12.1 he shall consult the Authorised Officer.

#### **7.12 CONDITIONS AND LOCATIONS OF VEHICLES**

7.12.1 The Contractor is reminded that vehicles which the Council has instructed him to remove may be situated in fairly inaccessible locations such as rivers or lakes or woodland and may be without wheels or other parts, making removal difficult. The Contractor is to take such factors into account in submitting his offer to the Council.

7.12.2 No claims in this regard will be accepted by the Council after the Contractor has been appointed.

#### **7.13 WORKING TIMES**

7.13.1 Normal operating times for the Service are as follows:

08.00 to 18.00 hours Monday to Saturday.

## **7.14 PROVISIONAL: STICKERING OF ABANDONED VEHICLES**

- 7.14.1 This is a provisional item and the Council reserves the right not to allocate this work. In the event that the work is allocated the Council reserves the right to withdraw this element of the work giving one calendar month's notice. No claim for loss of earnings will be accepted if notice has been given.
- 7.14.2 The Contractor must place notices on the driver side of the front window screen or if no window screen exists on the bonnet of suspected Abandoned Vehicles notified to the Contractor by the Council. The Council will supply a written Vehicle List to the Contractor detailing vehicles suspected of being abandoned. The Vehicle List will also contain details of vehicles which have been claimed by their owners.
- 7.14.3 The Contractor must only place notices on vehicles which appear to be abandoned and untaxed unless otherwise advised by the Authorised Officer. If the Contractor considers the vehicle to represent a danger to the public he should contact the Authorised Officer for advice on what action to take.
- 7.14.4 The Contractor upon locating a suspected abandoned vehicle will decide whether the vehicle should be destroyed or stored after the three (3) day notice has expired. All notices shall be provided by the Council for the sole use of the Contractor.
- 7.14.5 The Contractor is required to exercise his judgement as to whether an Abandoned Vehicle "has value". In coming to that judgement the Contractor should consider, inter alia, the following:
- a. the age of the vehicle
  - b. the internal and external condition of the vehicle
  - c. DEFRA's guidance on the Cleaner Neighbourhoods Act which gives criteria of what constitutes an abandoned vehicle.
  - d. Council procedures as shown in the Appendices
  - e. All vehicles which have been burnt out shall be deemed to be for destruction.
- 7.14.6 Stickers are to be placed on vehicles within one (1) working day of notification including day of receipt from the Council.

7.14.7 Any suspected Abandoned Vehicle found whilst carrying out the duties of this part of the Contract shall be stickered at the time and notified to the Authorised Officer no later than the following working day.

## **7.15 REMOVAL NOTIFICATIONS**

7.15.1 Following expiry of the notice, and if the Council's Vehicle List of abandoned vehicles which is faxed or emailed to the Contractor does not indicate that the Council has been informed in accordance with the Notice that the vehicle has been claimed and/or removed by the owner, the Contractor must make arrangements & complete removal of the vehicle within 24 hours. All details of the vehicle must be checked before removal including vehicle model, make, registration number and location.

7.15.2 The Contractor must make an inspection of the vehicle for damage before removal and note all relevant details. The Contractor must then take at least two (2) photographs of the vehicle and log any existing damage in case of claims against the Council for damage. The Contractor is to ensure that no damage is caused to any vehicle, persons or property, other than the minimum required to the Abandoned Vehicle, to affect entry.

7.15.3 Written confirmation of telephone orders will be issued to the Contractor in respect of the removal of each vehicle, and whilst the Council will provide in each case the fullest possible details, the Contractor is to exercise all care to ensure that the vehicle he removes is the vehicle to which the order refers.

7.15.4 All vehicles intended for storage must be placed in a secure compound controlled by the Contractor for the given time period.

7.15.5 After each removal the Contractor must ensure that the location is left in a clean and tidy condition, which means all rubbish, car parts, glass or any other residue from removing the vehicle is cleaned and removed at the point of the car removal. Also the Contractor must ensure that any damage caused thereby is made good to the satisfaction of the Authorised Officer.

7.15.6 Any suspected Abandoned Vehicle found whilst carrying out the duties of this part of the Contract shall be stickered at the time and notified to the Authorised Officer by not later than the following working day.

## **7.16 REMOVAL PROCEDURE**

- 7.16.1 The Contractor may remove more than one vehicle at a time on one transporter, except in the case of Category B vehicles which must be removed singly. When transporting vehicles the Contractor shall ensure that his transporter is not overloaded and that vehicles are transported in such a manner that they do not cause a nuisance or danger to other persons or property and are securely loaded so as to ensure that parts of the vehicles or the vehicles themselves do not become dislodged from the transporter whilst in transit. A multi vehicle transporter may be used to support special operations (Cubits/ANPR etc).
- 7.16.2 Removal shall include for all tyres and any debris originating from the vehicle including further tyres etc. as appropriate.
- 7.16.3 The Contractor is to ensure that their operatives prepare the vehicle prior to lifting in a method that would not cause damage to persons or property. Attention is drawn here to windows where broken either by the operative prior to lifting the vehicle or, when loading a second vehicle onto the truck for transportation.
- 7.16.4 Any glass remaining on the ground following the vehicle being uplifted from its abandoned position shall be swept up and removed from the location by the Contractor's operative.
- 7.16.5 All reasonable steps must be taken by the Contractor to prevent damage to, loss of, or theft of Category B, or any part of content of such vehicles.
- 7.16.6 The Contractor shall be required to provide the operatives of the removal vehicles with an operational mobile telephone with hands free facility whilst carrying out duties in respect of this contract.
- 7.16.7 Any abortive visits must be reported immediately by the Contractor in order that a confirmatory inspection can be arranged by the authorised officer. No charges will be accepted by Epping Forest in respect of claims made by the Contractor for abortive visits (see Schedule A)
- 7.16.8 The Contractor must complete, and return to the Authorised Officer any completed orders, release notices, destruction notices reports etc. in connection with this service as required by the Authorised Officer.

## **7.17 STORAGE AND RECLAMATION OF VEHICLES**

- 7.17.1 The Contractor will be required to store vehicles in his secure compound at any one time for a period of up to six weeks (or longer if required). All storage costs shall be deemed to be included in the Contractor's tendered removal charges.
- 7.17.2 Any person wishing to claim a vehicle will produce to the Contractor; proof of ownership, insurance, tax and MOT where appropriate. The Contractor shall not release any vehicle unless such written proof of ownership is produced to them. The Contractor's storage compound shall be within a radius of approximately 20 miles from Epping Town Centre.
- 7.17.3 All charges in connection with the removal and storage will be paid directly by the owner to the Contractor at the time of collection.
- 7.17.4 The Contractor shall be responsible for any requirements regarding co-operation with the police and/or any other public body. Such requirements shall be subject to the written approval of the Authorised Officer. No additional costs shall be paid by Epping Forest to the Contractor for complying with such requirements.

## **7.18 CONFIRMATION OF ACTION TAKEN**

- 7.18.1 Following removal, destruction, storage or return of the vehicle to the owner the Contractor must notify the Authorised Officer using the form shown in Appendix 7 or other method as agreed with the Authorised Officer by the following working day.
- 7.18.2 The following information will be provided to the Authorised Officer:
- a. vehicle registration number
  - b. vehicle model; make and colour
  - c. road abandoned in; vehicle location (e.g. outside No 28 by the lamp post)
  - d. type of notice placed on the vehicle
  - e. the action taken
- 7.18.3 Final disposal or destruction of a vehicle will be notified to the Authorised Officer within 3 working days by the completion and return of Form V2 and/or submission of the End of Life certificate. The Contractor shall supply a certificate of destruction for every vehicle removed and destroyed. This must be supported by a scrap receipt held by the Contractor for inspection by the Authorised Officer.



## **7.19 VEHICLES RECLAIMED BY OWNERS**

- 7.19.1 Any vehicle removed under this contract and reclaimed by the owner will be subject to the prescribed charges in accordance with the Refuse Amenity Disposal Act, 1978, and the Removal and Disposal of Vehicle Regulations, 1986.
- 7.19.2 Where an owner has reclaimed the vehicle and has paid the statutory charges to the Council, the Council will send the Contractor a notification by fax or email requiring a vehicle to be released to its owner. No vehicle is to be released without this notification under any circumstances.
- 7.19.3 Vehicles that the Council requires to be delivered back to the owner within Epping Forest District Council area will be charged by the Contractor at the same rate as an abandoned vehicle removed from the public highway.

## **7.20 COMPLAINTS REGARDING VEHICLES**

- 7.20.1 Complaints received directly by the Contractor are to be dealt with by the Contractor as though they had been referred by the Authorised Officer. The Contractor shall deal with these complaints within 3 working days. All such complaints shall be notified to the Authorised Officer. The Contractor is required to co-operate with the Authorised Officer should any complaint be referred through the Council's Corporate Complaints system. The Contractor shall at all times endeavour to restore "customer satisfaction and confidence".
- 7.20.2 The Contractor shall keep a written record in the format agreed with the Authorised Officer of all complaints received by him direct from any source and of the action taken by him in relation to that complaint and shall send to the Authorised Officer on a weekly basis a copy of all such records of complaints for the preceding week.
- 7.20.3 The Contractor must complete and supply any information in a format acceptable to the Authorised Officer in relation to the performance of these services within the time limit specified and in any form the Authorised Officer may desire. Any failure to comply with this may result in Rectification/Default Notices being issued.

## **7.21 RECTIFICATIONS**

- 7.21.1 The Council reserves the right to issue a Rectification Notice on other matters relating to the work, operation, organisation, standards, repeated failure to provide the Service at any street or location, or any other matter that the Authorised Officer decides.
- 7.21.2 Complaints received by or referred to the Council shall be investigated by the Authorised Officer who, being satisfied that the Contractor has failed to perform the Service in accordance with the Contract, shall issue a "Rectification Notice" as shown in Appendix 2 which must be resolved to the satisfaction of the Authorised Officer within the time scales laid down. Unresolved Rectification Notices shall lead to the invoking of the default provisions in the Conditions of Contract by the Authorised Officer.
- 7.21.3 The Council reserves the right to insist that any employee of the Contractor carrying out dangerous practice(s) shall be removed from the Contract. The Council may recharge any repair and administration costs back to the Contractor for any damage caused by the Contractor's operations under such circumstances.

## **7.22 COMMUNICATIONS**

- 7.22.1 It is essential that all crews and employees working away from their operational base are able to contact their Contract manager or his representative
- 7.22.2 This is to be achieved by either, or a combination of:
- (i) Two-way radio communication
  - (ii) Mobile telephone
  - (iii) Message pager
- 7.22.3 The Authorised Officer may require an alternative or more effective means of communications at no cost to the Council if consistent failure is recorded by any of the above methods. The Authorised Officer shall determine what constitutes failure.
- 7.22.4 The Contractor at his operational base must supply and maintain a fax machine and email facilities to receive messages 24 hours per day every day of the year. The Contractor must regularly check the machine for messages and take appropriate action.

7.22.5 The Contractor shall ensure that his offices are staffed to receive communications between 09.00 – 17.30 hours Monday to Saturday.

7.22.6 All letters/memoranda sent to the Contractor with an assignment number from the Council must be comprehensively replied to in writing within four days of transmission by the Council.

7.22.7 All requests for a price for carrying out Work within this Contract which constitutes a variation and/or assessment must be returned within 24 hours of transmission from the Council.

7.22.8 The Contractor or the representative of the Contractor shall visit the office of the Authorised Officer when requested by the Authorised Officer to receive instructions

### **7.23 DAMAGE TO HIGHWAY AND OTHER AREAS**

7.23.1 Any damage to the public highway, Council owned land or private forecourt including shrubberies, vegetation; street furniture etc. resulting from the Contractor's operations must be reported to the Authorised Officer no later than at the end of that working day. The cost of repairs, whether or not the damage is reported, shall be borne by the Contractor.

### **7.24 EMERGENCY REMOVAL SERVICES**

7.24.1 The Contractor shall provide a Service outside and inside working hours for the removal of Abandoned Vehicles as directed by the Authorised Officer. In the current year there have been the following incidents for an emergency Vehicle Removal Service:

15 during normal working hours, and

0 outside normal working hours

7.24.2 The above figures are for indicative purposes only and no additional payment will be made in the event of their being greater or lesser numbers throughout any year of the Contract.

7.24.3 Currently there are no figures available for nuisance vehicles.

7.24.4 THE DECISION OF THE AUTHORISED OFFICER IN DETERMINING WHAT AN EMERGENCY REMOVAL IS SHALL AT ALL TIMES BE FINAL.

## 7.25 KEY PERFORMANCE INDICATORS (KPI)

7.25.1 These KPIs applied to this contract. New KPIs may be agreed with the Contractors during the term of the contract.

<b>Activity description</b>	<b>KPI</b>	<b>How it is Measured</b>
Response time	Contractor to remove vehicles within 24 hours of authorisation	Review monthly report
Activity Report	Contractor to Sent daily activity report of all removals, abortive visits and claims made on site	Monitored by receipt of daily emails
Compliance with terms of contract	No default on the terms and condition of this contract	Quarterly Review Meeting
Resources for roadside stops and other special operations	Contractor is required to provide adequate resources for roadside stops for every vehicle removal and other special operation	Monthly review/ report

## 7.26 AMNESTY SCHEME

7.26.1 If the Council decides to operate an Amnesty Scheme, car owners will be able to dispose of their cars to the Council for a fee. The Contractor will be required to remove these vehicles as and when notified by the Authorised Officer within three working days of such notification.

7.26.2 All vehicles collected under this scheme are to be destroyed, and within 3 working days a V28/EOL issued and sent to the Authorised Officer.

## 7.27 NUISANCE VEHICLES

7.27.1 Nuisance vehicles are vehicles as defined in the Clean Neighbourhoods & Environment Act 2005.

7.27.2 Relevant authorised officers will decide if a vehicle is to be classed as a nuisance vehicle and will notify the Contractor either by fax or email on the appropriate form as an emergency removal within 4 hours.

7.27.3 Such vehicles are to be stored safely & securely – no vehicle removed under this section is to be immediately destroyed under any circumstances.

## 7.28 DVLA OPERATIONS

7.28.1 The Contractor shall supply vehicles to work on a daily basis with Epping Forest Officers to remove (DVLA B Class) and impound untaxed vehicles. The Contractor shall provide pound management staff to prepare paperwork and reports as required by Epping Forest and the DVLA and to deal with members of the public visiting to reclaim such vehicles. These staff will be collecting money on behalf of Epping Forest and DVLA and will be required to issue appropriate legal cautions.

## **7.29 CHARGES**

7.29.1 The Contractor shall collect and retain charges for the release of B Class Local Council and B Class DVLA vehicles as specified by the current Removal, Storage and Disposal of Vehicles (Prescribed Sums and Charges etc.) (Amendment) Regulations 1993 and The Vehicle Excise Duty (Immobilisation, Removal and Disposal of Vehicles) Regulations 1997 (as amended). A copy of these Regulations may be inspected at Epping Forest or obtained from Her Majesty's Stationery Office Bookshop, 49 High Holborn, London WC1V 6HB.

7.29.2 The Contractor must issue written receipts for all monies paid to him in respect of B Class Local Council and B Class DVLA removals copies of which must be sent to the Authorised Officer.

7.29.3 The Authorised Officer retains the right to vary the fees payable with regard to the release of any vehicle and in certain circumstances may require the free delivery back of any vehicle where circumstances dictate.

## **7.30 STATEMENT OF LIKELY WORKLOAD**

7.30.1 In the 12 months from 01/04/11 to 31/03/12 some 600 collection orders were issued. This included untaxed vehicles seized using DVLA powers. There may also be a small number of relocations.

7.30.2 No guarantee is given or implied that a similar number of orders will be issued during the duration of the Contract. The number may increase or decrease significantly.

7.30.3 Upon instruction from the Authorised officer the Contractor shall remove from site within 24 hours any vehicle notified to him by the Authorised Officer.

## **8.0 HEALTH AND SAFETY MANAGEMENT**

### **8.1 GENERAL HEALTH AND SAFETY PROVISIONS**

8.1.1 The Contractor shall ensure that the health and safety matters concerning the contract/Contract are dealt with in accordance with

- a) the Health and Safety Policy and
- b) the Management of Health and Safety at Work Regulations 1999
- c) all current vehicle and plant compliance guidance and regulations and law.
- d) the Health and Safety at Work Act 1974 and all other Laws pertaining to health and safety of employees, members of the public and other affected persons.
- e) Any other relevant guidance, directive and legislation.
- f) Its submitted Method Statements

8.1.2 The Contractor shall:

- a) conduct all the Services specified in this contract so as to eliminate or minimise so far as is reasonably practicable any health and safety risks to members of the public, the Council's representatives and the Contractor's Staff.
- b) protect the environment from risk of pollution or damage.
- c) accept full responsibility for the day-to-day operational aspects of health and safety while performing the Services;
- d) Inform the Council immediately of any breaches in health and safety law and regulation;
- e) Co-operate fully with the Council in its monitoring of health and safety standards; and
- f) Inform the Council immediately of any health and safety issues relating to the Council's health and safety responsibilities pertaining to the Contract.

8.1.3 The Council and the Contractor shall throughout the life of the Contract conduct regular monitoring, reviews and audits of the Health and Safety Policy and the arrangements in

place for complying with the policy, laws, regulations and guidance. The frequency of these meetings must be approved by the Authorised Officer.

- 8.1.4 The Contractor must adopt the latest guidance and codes of practice issued by the Health and Safety Executive (HSE), Environment Agency (EA), Waste Industry Health and Safety Forum (WISH) or any other relevant statutory body and adjust risk assessments and safe working practices accordingly.

## **8.2 HEALTH AND SAFETY COMMUNICATIONS**

- 8.2.1 The Contractor shall ensure that there is a Health and Safety Forum comprising of members of operational staff and frontline staff to highlight and discuss health and safety concerns. This forum shall meet on a regular basis. The Contractor shall provide minutes of these forums meetings to the Council. The frequency of these meetings must be approved by the Authorised Officer
- 8.2.2 The Contractor shall ensure that there is a method or route in place that operatives and front line staff can highlight concerns to the Health and Safety Forum. This route must be non-confrontational for the staff member involved and if necessary be anonymous.
- 8.2.3 The Contractor must promote a positive approach to health and safety in the workplace.
- 8.2.4 The Contractor shall provide the Council with health and safety information to include accident, incidents, near hits/near misses, illness and injury statistics (and any other information as requested) on a monthly basis (or at a different frequency) as directed by the Authorised Officer.
- 8.2.5 The Contractor shall co-operate fully with the Council to review and monitor all aspects of the management of Health and Safety for the life of the contract.

## **8.3 OPERATIONAL MANAGEMENT, COMPETENCY AND TRAINING**

- 8.3.1 The Contractor shall provide a Management Structure for the management of and responsibility for, Health and Safety Issues in relation to the contract.
- 8.3.2 The Contractor must provide evidence that the Management and Operational team are competent and have clearly defined information, instruction and training on the evaluation, development and implementation of health and safety management systems.

- 8.3.3 The Contractor must be able to demonstrate that there is senior management commitment and support for training and competency development either to the existing standards of NVQ within the Waste industry or to an equivalent demonstrable standard (in-house or external).
- 8.3.4 The Contractor must ensure that there are adequate policies in place to promote good practice and employee suitability.
- 8.3.5 The Council expects that any training provided by the Contractor fulfils the Council's equality and diversity objectives of being accessible to, and understandable by all.
- 8.3.6 The Contractors training regimes should incorporate :-
- a) Induction training
  - b) On-the-job training
  - c) Vocational training to an existing standard (where appropriate)
  - d) Additional training (if required)
  - e) Statutory training (continuing competencies)
  - f) Refresher training
  - g) Assessment and re-assessment to verify competency
  - h) Plant/vehicle induction and training
  - i) Depot induction and training
  - j) Periodic review of training needs
- 8.3.7 The Contractor must ensure that any temporary or agency staff are inducted and trained prior to commencement of work.
- 8.3.8 Proof of training (training records) must be available and shall include:-
- a) Names/signatures of trainer/trainee
  - b) Date and place of training
  - c) Duration of training
  - d) Content of training course
  - e) Handouts
  - f) Full/partial participation



- g) Refuse/inability to attend
- h) Clear proof of understanding eg quizzes, exams, multiple choice, oral assessment or practical assessment.
- i) Confirmation of training received – certificates or statements of training.

#### **8.4 RISK ASSESSMENTS AND SAFE WORKING PRACTICES**

8.4.1 The Contractor must submit with each method statement requested risk assessments and safe working practices/systems of work for all aspects of the services to be undertaken by the Contractor.

8.4.2 In particular (but not exclusively) Safe Systems of Work and Safe working practices must show consideration to the following risk:-

- a) The collection process, collection of Containers/bags and collection areas (ie rural, dense urban etc)
- b) The overall collection route (time of collection, daylight hours etc)
- c) The size of vehicle used in relation to geographics and road size.
- d) Elimination or reducing the need to reverse
- e) Tailoring collection services with certain time restrictions to minimise the number of pedestrians in the area during the collection process, (eg avoidance of school entrance and exit times etc) and also to minimise the risk of increased vehicular movements (eg. avoidance of collections on main roads during rush hour etc).
- f) Collections crews exposure to noise and the requirement for adequate hearing protection
- g) An assessment of whether single or double sided collection methods provide the safer operation so far as practicable practical.
- h) In relation to street Cleansing operations Chapter 8 signage and how to minimise the risk of injury to operatives on 'dangerous' roads.
- i) COSHH management.

- j) Health hazards associated with refuse and Recycling collections, sharps and other associated risks.
- k) Welfare provision for staff and operatives (both in depot and whilst providing the service)
- l) Manual Handling
- m) Weather and daylight conditions
- n) Offensive/hygiene Waste
- o) Drug, smoking and alcohol misuse
- p) Any other operation that requires consideration

8.4.3 The Contractor must be able to continually demonstrate that all staff are inducted, and trained on the Safe Working Practices that effect their operations and that the level of understanding of this training is high. Levels of understanding must be demonstrable.

8.4.4 The Contractor must be able to demonstrate that where risk assessment evaluations are undertaken that alter or amend safe working practices that there is a quick and reliable route to re-train staff in the revised practices such as for example tool box talks or re-induction.

8.4.5 The Contractor must also be able to demonstrate that operatives have been given guidance on undertaking dynamic/site specific on the job risk assessments to assess sudden, unforeseen hazards or those resulting from a change in the local environment.

## **8.5 COUNCIL MONITORING OF CONTRACTOR'S HEALTH AND SAFETY MANAGEMENT SYSTEMS**

8.5.1 The Council will undertake frequent and robust auditing of the Contractors Health and Safety management systems. Full co-operation must be given by the Contractor to the Council auditors.

8.5.2 Should any aspect of the Contractors service provision be sub-contracted to third party companies the Contractor shall ensure that all the provision as noted in all sections of this contract specification are fulfilled by the third party company and that at any time the Council can request access to third party records for the purpose of Health and Safety Auditing.

8.5.3 Health and Safety Audits as undertaken by the Council are undertaken on a Quarterly, Monthly and on a random basis.

8.5.4 Health and Safety Audits will involve auditing the following:-

- a) Supervisory Daily Health and Safety Checks of operatives/crews
- b) Reporting of Accidents/incidents/near hits or near misses and how these are investigated
- c) The Provision of Personal Protective Equipment and Clothing
- d) Staff Training records
- e) Staff Welfare provision
- f) Depot – welfare, behaviour and rule compliance
- g) Working times compliance
- h) Document display and/or distribution
- i) Vehicle and plant compliance and daily monitoring records
- j) Competency training and ongoing review
- k) Risk Assessment - review and distribution
- l) Safe working practice review and distribution/training or retraining
- m) Audit of crews to ensure that safe working practices are being followed
- n) Audit of crews to ensure specific road risk assessments are being followed.
- o) Audit of crews to ensure that PPE clothing and equipment is being used/worn appropriately.

8.5.5 The Council currently uses an auditing and monitoring system developed in conjunction with the Health and Safety Executive. (Samples of the monthly/quarterly and random audit and monitoring sheets are included as Appendix 1)

8.5.6 Where issues are identified by the Council's auditing/monitoring of the Contractor's health and safety performance remedial action will be requested by the Council which must be complied with by the Contractor by a date specified by the Authorised Officer.

8.5.7 The Council expects that the Contractor of the service will achieve a 90% or higher pass rate over the course of a year's audit. Where the aggregated audit score falls below 90% the Council reserves the right to:-

- a) issue rectifications until such time as the score is improved
- b) employ the services of a third party consultant to resolve the issues highlighted by the audit score the expense of which will be borne by the Contractor

## **8.6 HEALTH AND SAFETY PERFORMANCE MONITORING**

8.6.1 The Council may issue a Rectification Notice under the Conditions of Contract to any crew/operative that is not conforming to health and safety standards or safe working practices or to the Contractor's Approved method Statements or any other matter relating to the health safety and welfare of the Contractor's staff, residents and the public.

8.6.2 Where a Notice is issued the Council expects the Contractor to investigate the circumstances of this breach and to act according to their findings either to re-train or discipline the crew or individual involved or otherwise implement appropriate remedial measures commensurate with the breach and to the satisfaction of the Authorised Officer.

## **8.7 PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT (PPC/E)**

8.7.1 The Contractor must issue or replace Personal Protective Clothing and Equipment as quickly as reasonably possible. To ensure that this is achieved the Council expects the Contractor to hold a stock of PPC/E where possible.)

8.7.2 The Contractor must maintain records of requests for PPC/E which detail the name of the operative requesting the item, the date of the request, the item requested and the date of issue.

8.7.3 The Contractor must ensure that all operatives are wearing the appropriate PPE or using the appropriate equipment at all times.

8.7.4 The Contractor must ensure that any temporary or agency staff are wearing the appropriate personal protective equipment/clothing for the task in hand.

## **8.8 FAILURE TO COMPLY WITH HEALTH AND SAFETY LAW, GOOD PRACTICE OR GUIDANCE**

8.8.1 The Council reserves the right to suspend operations and withdraw payment for services should the Council feel that the Contractor is failing to comply with the Health and Safety law, good practice or guidance in such a way that there is an unacceptable risk to operatives, members of the public, Council representative or the environment.

8.8.2 For non-compliance issues found by audit, officer inspection or other means rectifications can be authorised by the Authorised Officer.

## **9.0 LOT 1 GENERAL PROVISIONS**

### **9.1 VEHICLES, PLANT AND EQUIPMENT**

- 9.1.1 The Contractor shall provide all necessary vehicles, plant and equipment ("Assets) that may be needed for the execution of the Services. The Council and Contractor shall prior to the Commencement Date agree the means and by whom the Assets will be procured. Where the means of procurement (of Assets) generates savings in the prices set out in the Tender the Agreement may be varied in accordance with the Conditions of Contract. For the avoidance of doubt the party procuring the vehicles shall instigate the Variation.
- 9.1.2 The Contractor shall acquire the Council Vehicles and Equipment available as listed in the Appendices..
- 9.1.3 The Contractor shall enter into a User Agreement with the Council for the use of Council Assets through which the Contractor will undertake to:
- (i) discharge all of the conditions placed by the lessor(s) upon the Council; or
  - (ii) discharge all conditions placed upon the use of Council Assets by the Council. By entering into the User Agreement the Contractor undertakes to meet the cost to the Council of returning Council Assets to the lessor in a condition acceptable to the lessor.
- 9.1.4 For avoidance of doubt the Contractor will be responsible for the following costs for all Assets utilised in delivery of the Services:
- Full maintenance of the vehicle/plant/equipment in a roadworthy and operational condition.
  - Vehicle insurances to cover statutory requirements
  - All accident and incident repairs
  - All vehicle road fund licences.
  - On board weighing system. (as required by method statements)
  - Vehicle Operator's Licence.

- The cost of any statutory tests and certification required e.g. MOT LOLA & other statutory requirements.
- 9.1.5 All Contractor Assets introduced as a replacement for an Council Asset shall be new, properly equipped, maintained and utilised in a safe manner at all times.
- 9.1.6 The Contractor will be responsible for ensuring that at all times there are sufficient Assets to undertake the Contract in the manner set out in the specification.
- 9.1.7 A daily vehicle/plant/equipment allocation return must be provided by the Contractor for all Council Assets by no later than 9 am of the following working day. Should a vehicle be off road or piece of plant/equipment be unusable for more than one working day the Contractor shall demonstrate to the Council how the Asset has been covered/replaced via the daily vehicle/plant/equipment allocation return.
- 9.1.8 All service vehicles shall be fitted with publicity boards. The size of the boards and the layout and livery for all vehicles shall be agreed with the Authorised Officer prior to use. The method of attachment for the livery should be such that the Council can re-use livery images should they wish to.
- 9.1.9 The Council places great importance in the image portrayed by its Contractors, vehicles and plant, and the Contractor shall continue this tradition in respect of the type, colour, livery, and cleanliness of the Assets. The Contractor shall seek and obtain the written approval of the Authorised Officer before acquiring any Contractor Asset.
- 9.1.10 The Contractor shall not without the written permission of the Authorised Officer uses any Asset unless it conforms to such colour and livery as may be specified by the Authorised Officer. For the avoidance of doubt, this requirement shall not apply to ad hoc hire vehicles or plant.
- 9.1.11 The Contractor shall twice yearly and or where required by the Council provide and affix such information boards to the sides of any vehicle as may be directed by the Authorised Officer, and shall display such information in a colour and font as may be directed by the Authorised Officer. The Contractor shall ensure that no poster, advertising material, or other display of any kind is placed on the information boards or elsewhere on the vehicle without the express written permission of the Authorised Officer. The Contractor shall ensure that out-of-date information posted on the information boards is removed and the surface of the board made good, by re-painting if necessary.

- 9.1.12 The Contractor shall ensure that Assets are at all times cleaned and maintained to the standards set out in the Contractor's Method Statement and kept in a serviceable and roadworthy condition in accordance with all relevant Law.
- 9.1.13 The Authorised Officer may, acting reasonably, require the Contractor to clean, repair, paint, or otherwise change the external appearance of any Asset that appears to him to be detrimental to the Council's image.
- 9.1.14 The Contractor shall at his own expense wash and clean vehicles in such vehicle in a purpose built facility. The Contractor shall ensure that vehicles are not washed in such a position in any yard that water and/or deposits run across the open yard.
- 9.1.15 The Contractor shall make available to the Council any spare capacity in any Assets deployed on the Services for the purpose of service enhancement.
- 9.1.16 The Contractor shall permit the Authorised Officer or his nominee unfettered access on reasonable notice to all Assets including all records and certification relating to said Assets.
- 9.1.17 The Contractor shall provide and install suitable communications equipment within the cab of each vehicle deployed on the Services so that all employees are in communication with the Contractor's office at all times while at work in accordance with the current law.
- 9.1.18 All road-going motorised vehicles shall be fitted with GPS based tracking devices so that the Contractor and the Authorised Officer are able to determine routes followed and times at which vehicles were present on those routes. All GPS based tracking systems shall conform to the standard agreed by the parties. The costs of supplying and fitting GPS based tracking system to individual vehicles shall be borne by the Contractor. The Contractor shall ensure that the Council has full access to the tracking system data on a live basis.
- 9.1.19 All road-going motorised vehicles at the start of the contract shall be fitted with GPS based tracking devices within two (2) months of the Commencement date. All new or replacement vehicles brought into service shall be fitted with operational GPS tracking devices prior to their introduction into service.
- 9.1.20 The Contractor shall ensure that all collection vehicles have cameras installed to the rear of the vehicle which relays images to the driver. These cameras should have the ability to record and review the images if required. The Contractor shall also ensure that a portable

digital camera is provided to each crew (considered necessary by the Authorising Officer) to provide the Council with evidence/proof of disputed accidents, incidents or collection issues. Images/footage from these devices must be made available on request by the Council.

9.1.21 All collection vehicles shall also be fitted with an on board weighing systems to avoid overloading. All vehicles should also be fitted with a computerised bin monitoring/return system which provides electronic live returns to the Council call logging centre. (NB wheeled bins distributed in the district are not electronically chipped).

9.1.22 The Contractor shall also ensure that vehicles have Route Optimisation software to economise on fuel usage and environmental damage.



## **9.2 CHANGES IN DEMAND**

9.2.1 The Council and the Contractor shall plan ahead as far as is practicable for changes in demand. In particular, emergency plans and routines shall be put in place to respond to possible difficulties in service delivery and to minimise service disruption as a result of the following types of occurrence and similar occurrences which have the potential to change demand:

- Waste creation events that are foreseeable.
- Any events that are foreseeable that constrain any Waste service included in this Contract.
- Changes to the built environment, which leads to temporary or permanent changes, in demand or constrains collection, including new premises, road works or construction works.
- Changes in Waste management technology.
- Changes to legislation or guidance from Government or the Environment Agency, particularly involving the Government's national Waste strategy.
- Changes to the boundaries and constitutions of local authorities.
- The development and growth in the Council's Recycling operations and services, and Waste minimisation promotion.
- Emergency operations which result in use of vehicles and operatives for other duties.
- Health and Safety Executive guidance or direction or compliance requirements.
- Inter-Council Agreement and Essex County Council (Waste Disposal Council) direction and development of disposal/processing sites.

## **9.3 CUSTOMER CARE**

9.3.1 The Contractor shall ensure that all its employees provide the highest possible standards of customer care at all time. The Contractor shall train all operatives and supervisory, administrative and managerial staff to achieve the required standard of customer care, and shall make available to the Authorised Officer on request details of its training programmes

and details of training actually delivered to each employee. The Contractor shall from time to time monitor its employees' standard of customer care, and shall make available such monitoring records to the Authorised Officer on request.

- 9.3.2 The Contractor shall not allow 'totting' or similar practices to be undertaken by its employees at any time.
- 9.3.3 The Contractor shall ensure that all its employees are at all times polite, friendly, and helpful to members of the public, and act in a manner which reflects well on the Council's reputation and image. The Contractor shall ensure that its employees go out of their way to assist any resident who has special needs with the collection of Household Waste.
- 9.3.4 The Contractor shall ensure that all its employees when driving vehicles on the highway do so with the utmost courtesy and in strict compliance with the provisions of the Highway Code. This includes non smoking in vehicles and also compliance with latest guidelines on the use/non use of mobile phones.
- 9.3.5 Drivers employed by the Contractor shall drive safely and correctly at all times in accordance with statutory regulations and instructions. Employees must be trained and be thoroughly competent in the safe use of all parts of the vehicle paying particular attention to the tipping procedure at the disposal site. The Authorised Officer has the right to demand the removal of an employee from driving vehicles where it can be shown a driver consistently drives in an unsafe or incorrect manner or is grossly negligent in the driving of the vehicle.
- 9.3.6 The Contractor shall provide all front-line employees with a distinctive uniform appropriate to the nature of their tasks together with such protective clothing as may be necessary during all types of weather. The uniform shall be worn at all times whilst employees are on duty and maintained in a good and clean condition.
- 9.3.7 The Contractor shall ensure that all front-line employees wear a high visibility coloured reflective vest with EFDC and the Contractor's name clearly shown on the back of the vest.
- 9.3.8 The Contractor shall ensure that all crews and front-line employees carry or wear at all times a photo identification card/badge showing a photo of the wearer, and stating the wearer's name, job title, the Contractor's name, the name Epping Forest District Council, the date of issue, and a date of expiry. The Contractor shall seek the approval of the type

and style of these identification cards and shall make the photo identification cards available to the Authorised Officer, upon request.

- 9.3.9 The Contractor shall make every reasonable effort to ensure that any leaflets, correspondence, or other written communication of any kind that is sent to residents, public or customers shall be set out in plain English, and in such other languages as may be specified by the Authorised Officer including Braille and large print.

#### **9.4 CONTRACTOR'S CONTACT FACILITIES**

- 9.4.1 The Contractor shall maintain at its Premises computer facilities, a fax machine and telephone systems of good quality, for the purposes of communications verbal, text and data. Such facilities must always be available for use during the hours that the service is being provided and during normal office hours (0900 to 1700 hrs Monday to Saturday).

##### **Telephone Facilities**

- 9.4.2 The Contractor shall provide telephone contact facilities for the Authorised Officer, other officers of the Council to report complaints, make requests for service or make enquiries about the services and shall ensure staff answers all telephone calls promptly during the hours in 9.4.1. When answering a call, the Contractor's staff shall give the name of the Contractor, their own name, and offer assistance.
- 9.4.3 All incoming calls will be promptly answered by the Contractor's staff who shall be trained in customer care and have sufficient knowledge of the Contractor's Programme of Work, the Council's duties and services, including its role with regard to Waste disposal, in order to promote customer satisfaction.
- 9.4.4 The Contractor shall make suitable arrangements to receive at all times calls and instructions from the Authorised Officer. These arrangements shall include making available appropriate email addresses, and office and mobile telephone numbers with voicemail facilities for all employees.

#### **9.5 PROGRAMME OF WORK**

- 9.5.1 No more than 21 days prior to the Commencement Date the Contractor shall submit for approval to the Authorised Officer, in a format to be agreed, a Programme of Work detailing some or all of the terms below depending on the Services being provided by the Contractor.

- a) Waste collection programmes divided into services, rounds and days per week (to all collections).
- b) Street Cleansing programme for all roads divided into rounds and days per week.
- c) Street Cleansing leaf-fall Cleansing methods.
- d) A-Z of roads detailing each individual service, service frequency and road name.
- e) Weed Spraying programme divided into rounds and days per week.
- f) Dog Litter collection programme (provisional item) divided into rounds and days per week.
- h) Food & Garden Waste collection programme divided into rounds.
- i) Snow plan operation procedures

9.5.2 Where any subsequent changes to the Programme of Work are agreed then the Contractor shall, where appropriate, at his own expense, meet all the costs associated with advanced advertising and advising residents of the changes, including the costs of preparing, providing and distributing leaflets and similar literature.

9.5.3 The Contractor shall, within 4 Working Days of any change being agreed, supply free of charge an updated Programme of Works to the Authorised Officer.

9.5.4 All work shall be completed in accordance with the order and sequence of the roads on the latest Programme of Work. Any variation to the Programme of Work shall require the prior consent of the Authorised Officer. Failure to carry out the work in accordance with the latest Programme of Work may lead to a Default Notice and/or termination in accordance with the Conditions of Contract.

9.5.5 The Contractor shall ensure the Programme of Work accounts for any Saturday, Sunday and other out of hours work necessary to deliver the Services and any special arrangements necessary to ensure collections and Cleansing are maintained during working weeks affected by Bank Holidays and other public holidays.

9.5.6 In particular the Programme of Work shall show the 'catch-up' arrangements for scheduled work not undertaken because of Bank or public holidays. All scheduled work affected by Bank or public holidays shall be caught up no later than the following Saturday unless two

Bank or public holidays occur in the same working week when all scheduled work shall be caught up by the Saturday of the following week.

- 9.5.7 Without prejudice to this paragraph the Contractor shall comply with any Bank Holiday catch-up arrangements already approved by the Council prior to the Commencement Date.

## **9.6 COMPUTER FACILITIES**

- 9.6.1 The Council currently uses an MVM computer system for the logging of enquiries. The Contractor may be granted access to this system in order to complete the data fields required by the Authorised Officer.

- 9.6.2 The Council requires an effective realtime monitoring, tracking and CRM system, and it is envisaged that a large proportion of such a system will be delivered by the Contractor using bespoke technology and local operating procedures. The Council will welcome Participants' proposals during dialogue for an integrated system that delivers all the requirements of this Specification.

- 9.6.3 The principal aim of Council access to realtime tracking software (for both GPS views and In-cab logged issues) in addition to sound enquiry management systems is to allow improved customer handling and improved communications between all parties.

- 9.6.4 The Contractor shall provide all other computer facilities necessary to deliver the Services.

## **9.7 MANAGEMENT INFORMATION**

- 9.7.1 The Contractor shall supply, operate and maintain management information systems capable of providing feedback concerning the day to day operations of the services and details of complaints that may arise from householders and the general public. The systems shall be capable of providing operating and quality performance data on at least a weekly basis and planning and monitoring data on a monthly basis. Furthermore, the systems shall allow the preparation of performance reports to Ward level.

- 9.7.2 The Contractor shall supply the operational, financial and quality information required by the Council to justify the current operational arrangements and to report on the implementation of the Partnering Board's service strategy.

9.7.3 No more than 21 days prior to the Commencement Date and on the 1st April each year thereafter, the Contractor shall supply details of his intended operational structure and systems of working for carrying out this Contract. This shall include the following:

- a) the name of the Company Director or Chief Executive who will have direct overall responsibility for the Contract Manager, together with the names of the Contract Manger and all supervisors and administrative staff involved in the day to day operation of the Contract;
- b) the roles and tasks of the Contractor's Manager, supervisors and administrative staff and how these interact;
- c) the normal days and hours of working of the Contractor's Manager, supervisors and administrative staff;
- d) full description of the types and number of vehicles and plant to be used including make and type of Container lifting equipment and details of the Contractor's Vehicle Operators Licence,
- e) the vehicles and plant that the Contractor plans to replace over the next twelve months;
- f) descriptions of the categories of staff and the number of employees in each category;
- g) the normal days and hours of working of employees and the expected allocation and utilisation of vehicles and plant (spare capacity of all plant dedicated to this Contract is to be available for utilisation and possible growth without charge);
- h) any planned variations in resources throughout the year, especially efficiency improvements;
- i) an updated copy of the Contractor's Programme of Work, Customer Care, Equal Opportunities Policy, Health & Safety Policy, and Environmental Policy where appropriate;
- j) descriptions of methods and systems of working including measures and actions to be taken by staff to ensure the highest practical standards of customer care, equal opportunities, the safety of themselves and others whilst at work; an environmental stewardship report detailing steps taken over the previous year and planned for the year ahead to ensure compliance with the Council's Environmental Policy and specifically the steps taken and to be taken to reduce the consumption of energy. Materials and water used in delivering the services (This environmental stewardship report shall include any

vehicle maintenance operations carried out by or for the Contractor in the Council's Langston Road workshop.)

- k) descriptions of methods and systems for inspecting and servicing vehicles and the maintenance of records relating to these.

9.7.4 Each Working Day, each of the Contractor's Waste Recycling and street cleaning crews shall, where appropriate, transfer all data from vehicle mounted data-loggers or when fitted otherwise by round sheets and GPS data reports (and any other information reasonable requested by the Authorised Officer) to the Contractor's management information system and compile a concise written report setting out details of:

- a) all properties, premises or locations where it was not possible to carry out or complete collections of Waste or recyclable materials, or to perform any other of the specified Services;
- b) the type of collection or Services not carried out or completed, and the reasons in each case;
- c) properties where a resident advice leaflet has been left.;
- d) any address where it was impracticable to return Containers within the property boundary, together with an explanation of the circumstances;
- e) any address from which Containers have been lost, together with an explanation of the circumstances;
- f) any address at which Containers or Containers have been damaged, or are found to be damaged, together with a brief description of the damage and an explanation of the circumstances;
- g) any damage caused to any property, premises, highway, or street furniture together with a brief description of the damage and an explanation of the circumstances.
- h) details of abandoned vehicles incidents dealt with.
- i) details of fly-tipping incidents dealt with.
- j) details of any locations where scheduled street cleansing operations could not be carried out.

9.7.5 Daily crew reports shall be completed within 30 minutes of return to the depot (at the end of the Working Day). All daily crew reports need to be provided to the Council no later than 7.00am the following day. The Contractor shall make available, on request, for inspection by the Authorised Officer, a copy of each crew's Daily Report and vehicle data-logger record and shall retain all such Daily Reports and vehicle data-logger where are fitted to the vehicles and if not, round sheet records for investigation as required by the Authorised Officer for, at least, 60 days.

9.7.6 The Council requires the following reports on a daily basis:

- a) Refuse daily crew returns
- b) Dry Recycling crew returns for all materials
- c) Food & Garden crew returns
- d) Special (Bulky Waste) collection
- e) Dead animal log sheets
- f) Dog & Litter bin returns
- g) Entire daily street Cleansing daily work returns
- h) Vehicle & crew allocation sheets for all fleet vehicles
- i) Reports of damaged or broken Wheeled Bin
- j) Returns or any investigation requests, missed collection returns or other service enquiries
- k) Please note other returns may be required by the Authorised Officer.

9.7.7 Additional returns required on a basis to be agreed with the Authorised Officer will be :-

- a) Container/Container delivery returns,
- b) Black and clear sacks delivery returns
- c) Leaflet and calendar distribution returns
- d) Fly tip clearance



- e) Tonnage returns by day/material/round etc
- f) Any other returns requested from the Authorised Officer.

9.7.8 The Contractor shall keep records of labour deployed, work achieved, and work missed on a daily basis. Each Monday a copy of the previous week's records shall be presented to the Authorised Officer showing details of:

- a) the total labour deployed, together with absence and attendance levels, for each part of the works;
- b) the delivery of the Waste collection and street Cleansing services including details of performance and non-performance in relation to Recycling, household Waste, narrow access streets, Litter bin emptying, Litter bin emptying, site checking and replacement, fly tip clearance, chewing gum removal, removal of shopping trolleys;
- c) the registration number of every vehicle being used in the performance of any Service included in this Contract, together with a reference to the round or schedule to which they have been allocated;
- d) the delivery of services in relation to special events and emergencies

9.7.9 The Contractor shall obtain weighbridge tickets in respect of each and every Waste load collected under this Contract. The original weighbridge ticket must be passed to the Authorised Officer within 2 Working Days. The weighbridge tickets will be used as the base information for calculating the levels of residual Waste and associated Best Value Performance Indicators. Each ticket must carry a unique serial number and include the following information:

- a. address of the delivery point;
- b. receiving organisation;
- c. date;
- d. type of material;
- e. gross, net and Tare Weights;
- f. round number (furnished by the driver);
- g. time of arrival/departure;

- j. vehicle registration number;
- k. driver's name; and
- l. name of weighbridge operator.

The Contractor will retain a second paper copy of each computerised weighbridge ticket. A summary sheet showing the tickets issued for each Working Day shall be prepared by the Contractor and passed to the Authorised Officer(s) with each Invoice. The format of the summary sheet shall be agreed between the Council(s) and the Contractor, but will include:

- a. ticket numbers issued
- b. weight of each load
- c. total weight for each source of material
- d. deliveries out of hours

OR:

A computerised data handling system shall be electronically linked to the weighbridge and shall generate the weights of Contract Recyclables delivered without the need for manual input of:

- a. gross, net and Tare Weights; and
- b. time of arrival and departure.

The Contractor must retain and make available for inspection all details of all weighings made throughout the Contract period and for a period of seven years following the weighing.

9.7.10 Where materials are Recycled the Contractor shall obtain weighbridge tickets when the material is delivered to the Recycling or processing facility. The original weighbridge ticket must be passed to the Authorised Officer within 2 Working Days. The weighbridge tickets will be used as the base information for calculating the Recycling rate.

9.7.11 The Contractor shall provide the Council with a monthly analysed breakdown of all Waste and Recycling tonnages. This analysis shall be by service, round and vehicle.

## 9.8 REPORTING AND AUDIT

- 9.8.1 The Contractor shall ensure throughout the Contract period that the Authorised Officer is granted access upon reasonable notice to all of the Contractor's premises and Facilities used in the delivery of the Services.
- 9.8.2 The Contractor shall ensure that the maximum commercial value is realised from Contract Waste and shall ensure particularly that the quality of the Contract Recyclables delivered by the Council is not diminished through blending with materials emanating from elsewhere.
- 9.8.3 The Contractor shall have or shall establish processes and systems for the routine accurate measurement and reporting of information pertaining to the Contract as required by the Authorised Officer. The Contractor shall submit to the Council in respect of material delivered the following information by the fifth Business day of each Month in respect of the previous Month :
- a. Contract Wastes weights by load, time vehicle, and date;
  - b. As a. above, but sorted and totalled by Council Collection Vehicle;
  - c. As a. above, but sorted and totalled by Service type;
  - d. The weights of any Contract Recyclables received sorted by both date and the Council Collection Vehicle and finally totalled;
  - e. Monthly reconciliation of all Contract Recyclables received broken down into various fractions and types and quantities of Recycled and Rejected materials (if any);
  - f. Monthly reconciliation of Separately Collected Contract Recyclables received including quantity of reject (if any);
  - g. Monthly analysis of separated Contract Recyclables sent for Recycling and the Reject level therein;
  - h. Monthly analysis of separated Rejects and the composition thereof;
  - i. Quarterly contamination reports of the Contract Recyclables and Separately Collected Contract Recyclables received (including details of any Hazardous Waste);

- j. Details of the destinations of all Contract Wastes including all Recycled Waste. These shall be reported on a quarterly basis with a breakdown of destinations for the different materials;
  - k. Details of all Reject Waste disposed of according to material weight, disposal method and destination on a monthly basis;
  - l. Monthly health and safety reports, noting the details of any accidents and dangerous occurrences reportable under RIDDOR;
  - m. Other measures and data reasonably required by the Authorised Officer(s) for the purposes of effective Contract management and compliance with legal and regulatory requirements (e.g. Waste transfer note, Waste carriers licence and ease of input into Waste DataFlow).
- 9.8.4 The Authorised Officers retain at all times the right to despatch individual loads initially to a third party for detailed assay and valuation in accordance with the Conditions of Contract.
- 9.8.5 The Contractor shall report all the information detailed in a standardised MS Excel form as approved by the Authorised Officer.
- 9.8.6 The Contractor shall make available for inspection by the Authorised Officer on demand original hard copies of weighbridge tickets throughout a period of seven years from the day of the weighing.
- 9.8.7 The Contractor shall provide to the Council access to all its records, Facilities, and managers related to the Contract at all normal office hours during the Contract Period.
- 9.8.8 The Contractor shall assist the Council in undertaking performance reviews as specified, including the provision of information for the formulation of local and national performance against indicators and attendance at evening Council meetings and public meetings as required.
- 9.8.9 The Council will monitor closely the Contractor's compliance with its submitted Method Statements and the Contractor shall provide every assistance, co-operation and support to the Authorised Officer in making his assessments.
- 9.8.10 The Contractor shall use up-to-date and industry-recommended and approved environmentally sustainable work methods and practices.

## **9.9 COMPLAINTS, REQUESTS FOR SERVICE AND ENQUIRIES**

- 9.9.1 The Council will deal with incoming enquiries and complaints and will require support from the Contractor to provide quality responses to residents, often in real-time through electronic means or by telephone.
- 9.9.2 The Contractor shall co-operate fully with the Council's internal complaint procedures as set out in the Appendices to this Specification.
- 9.9.3 The Contractor shall resolve complaints about day-to-day operational matters referred by the Contractor by the Authorised Officer within the time scale set by the Authorised Officer.
- 9.9.4 The Contractor shall acknowledge the receipt of any written complaint (letter or e-mail) sent to the Contractor by the Authorised Officer within one (1) Working Day of receipt. The Contractor shall endeavour to resolve all written complaints within three (3) Working Days of acknowledging receipt and record details of the actions if any that are to be or have been taken in the complaint recording system.
- 9.9.5 The Council expects that an Authorised Officer of the council will be responded to within 1 hour should it be necessary for them to leave a telephone message or send a text message to any of the Contractors key staff regarding complaints, requests for service and inquiries.
- 9.9.6 A disputed complaint can only be upheld in favour of the Contractor if sufficient evidence/proof is provided by the Contractor that unequivocally and undeniably proves the complaint to be unjustified. Where there is uncertainty or ambiguity the Council's Authorised Officer will determine the outcome of the dispute in such a way as to ensure that the Council's interest is best served by limiting the potential of Ombudsman involvement and/or counter financial claims for compensation.
- 9.9.7 Weekly or bi-weekly operations meetings between the Contractors supervisory staff and Authorised Officers will be used to discuss ongoing operational problems or as a forum for the Contractor to highlight ongoing disputed issues.
- 9.9.8 The Contractor shall actively seek to resolve all complaints, requests for service and inquiries received from persons other than the Authorised Officer, to the highest standards of customer care ensuring these other persons are correctly dealt with and the issue addressed without the involvement of the Authorised Officer. The Contractor and Authorised Officer shall agree a protocol for involvement of the Authorised Officer in

complaints, requests for service and inquiries and the monitoring thereof where it is considered necessary for customer care purposes.

9.9.9 The Contractor shall actively seek to restrict the number of complaints to a minimum and undertake to deliver continuous improvement in respect of complaints management.

## **9.10 ENVIRONMENTAL PERFORMANCE**

9.10.1 The Contractor shall ensure that all its employees are familiar with the environmental protection provisions of the Authorities Environmental Policy, the Local Strategic Partnership (the Community Plan), the Council Plan the annual Best Value Performance Plan and the Waste Management Service Plan and shall co-operate with the Council in delivering environmental policies and objectives consistent with those provisions.

9.10.2 The Contractor shall ensure that the Services are performed in a manner which at all times is consistent with:

- a) Achieving continuous measurable improvement in environmental performance.
- b) Promoting the best practical environmental options for managing all kinds of Waste.
- c) Enhancing the appearance of the street scene.
- d) Reducing traffic congestion.
- e) Minimising noise pollution.
- f) Minimising carbon emissions and maximising fuel efficiency
- g) Minimising air pollution, in particular through the use of driving techniques that reduce fuel use, and by using low emissions technology and fuels in all vehicles deployed to deliver the Services.
- h) Avoiding contamination of land and water.
- i) Protecting street trees.

9.10.3 The Contractor shall maintain an up-to-date working knowledge of best environmental management practice for the Services and shall advise the Council in relation to the measurable improvement of environmental management in relation to those Services.

9.10.4 The Contractor shall provide environmental performance information on its website.

## **9.11 INCLEMENT WEATHER AND SNOW PLAN**

9.11.1 Suspension of the Waste Collection and or Street Cleansing Services will only be considered upon the request of the Contractor if the Authorised Officer is agreed that weather on any particular day or part of a day is so inclement as to make work impracticable. The Contractor will, however, be required make collections as soon as possible and within the same working week where practicable to those properties omitted from the collection rounds as a result of the inclement weather. No additional payments will be made to the Contractor in respect of any additional expenses that may be incurred in complying with this requirement.

9.11.2 Suspension of street Cleansing services will only be considered upon the request of the Contractor if the Authorised Officer is agreed that weather on any particular day or part of a day, is so inclement as to make work impracticable. The Contractor will, however, be required to make collections or sweepings as soon as possible in the same working week for those areas that missed their Waste Collection or Cleansing Services as a result of inclement weather. No additional payments will be made to the Contractor in respect of any additional expenses that may be incurred in complying with this requirement or in respect of accumulations of rubbish.

9.11.3 During the suspended period and where the Contractor cannot gainfully employ operatives normally employed in the delivery of the Services the Contractor shall make the workforce available for other duties if required by the Authorised Officer, in particular salting, gritting or snow clearing as per the Snowplan

## **9.12 GRATUITIES**

9.12.1 The Contractor shall ensure that none of its employee asks any person for a gratuity in relation to any service provided to anyone in the District, nor accepts such a gratuity if offered by any person. For the avoidance of doubt this provision also applies to Christmas tips.

## **9.13 MEETINGS**

9.13.1 The Contractor shall attend meetings concerning the Contract at any time following reasonable notice, as required by the Authorised Officer. The Contractor shall nominate

suitable managers or supervisors to attend the following routine meetings throughout the Term at venues and on dates agreed with the Authorised Officer.

- a) Within 24 hours site meetings to discuss operational difficulties and/or complaints.
- b) Weekly or fortnightly meetings to discuss routine operational performance.
- c) Monthly manager's liaison meetings to discuss service performance and requirements.
- d) Quarterly meetings (if required) to discuss operational performance and programming at a strategic level.
- e) A year end review to discuss and formulate changes to the Quality Management System.
- f) An annual meeting to discuss the forthcoming years' budget, work and service proposals, Programme of Work and Health & Safety and environmental standards.
- g) Urgent and impromptu meetings (on or off site).
- h) Regular meetings of a Partnership Board as set out in the Contract Documentation.

9.13.2 Either party may raise any matter concerning the performance of the Contract by placing it on a written agenda. The proceedings of all meetings will be minuted by the Contractor and submitted to the Authorised Officer for Contract within the following week.

#### **9.14 MONITORING**

9.14.1 The Contractor shall co-operate with the Authorised Officer in monitoring the Contractor's performance in delivery of the Services. The Council's monitoring shall include

- a) Random sampling and inspection of all aspects of work carried out or specified;
- b) Observation of work whilst being carried out and assessment of compliance with agreed methods and systems of work including health and safety and environmental requirements;
- c) Inspection of Assets.
- d) Inspection of Premises.



- d) Inspection of all documented service records kept by the Contractor.
- e) Evaluation of complaints received by the Council or the Contractor.
- f) Health & safety monitoring.

## **9.15 HIGHWAYS AND OTHER AREAS**

- 9.15.1 The Contractor shall at all times comply with current legislation relating to road transport operations including all existing and any future restrictions arising from but not exclusively pedestrianisation schemes and parking orders. In particular the Contractor shall comply with Chapter 8 of the Traffic Signs Manual *Traffic Safety Measures and Signs for Road Works and Temporary Situations* - Department for Transport/Highways Agency.
- 9.15.2 Any damage to the highway or private forecourt including structures, shrubberies, vegetation, street furniture, etc, resulting from the Contractor's operations must be reported to the Authorised Officer no later than at the end of the Working Day in which the damage occurred. The cost of repairs, whether or not the damage is reported shall be borne by the Contractor, except where the damage and resulting costs can be attributed to a direct instruction from the Authorised Officer where the likely consequences of this action has been explained to the Authorised Officer in writing.
- 9.15.3 The construction of private forecourts may be different to that of the public highway and care should be taken to avoid damage, even if this means adopting a different method of working to that used on the public highway. Any financial claim resulting from the traversal of such forecourts/driveways will be borne by the Contractor.
- 9.15.4 Four wheeled mechanical sweeping vehicles shall not be used on footbridges, areas constructed with traditional type paving flags (Flag types A-D to BS7263 or similar), or on bituminous footways in hot weather if the surfacing has softened sufficiently to allow damage to be caused. This includes mechanical brushes rotating while the vehicle is stationary.
- 9.15.5 The Contractor shall identify and report to the Authorised Officer any builders materials, dumped household materials, surplus road making materials, abandoned vehicles or other items deposited on the highway that interfere with the street Cleansing operation.

## **9.16 DIFFICULT ACCESS**

9.16.1 The Contractor shall take account of access difficulties that may arise by virtue of, inter alia:

- a) Parking
- b) Traffic levels
- c) School drop off and collection times;
- d) Other events.
- e) Estate construction, narrow roads and accesses.
- f) Individual premises access and/or location off a designated highway.
- g) Any roadworks or similar activities effecting access to roads and/or properties which may cause difficulties in achieving the required standards for the Services.

9.16.2 None of the above listed events shall excuse the Contractor from performing the services to the required standards.

9.16.3 Road Risk Assessments must be undertaken that reflect the above issues and road order should reflect these road risk assessments to ensure that the optimum safe working practices are achieved and the risk of non-collection is minimised.

9.16.4 Should a road be unable to be accessed due to any of the above the Contractor shall ensure that the Council is advised on the scheduled day of collection/Cleanse and that the road is returned to on a daily basis until collections/Cleanse can be undertaken.

9.16.5 Should the Council consider that the Contractor has failed unreasonably to fulfil their contractual obligations the Council has the right to employ the services of another Contractor and deduct payments made from the Contractor.

9.16.6 The Contractor shall establish, in conjunction with the Authorised Officer, arrangements for ensuring the services can be delivered satisfactorily, in the event that one or more of events set out in paragraph 9.14.1 occurs. Arrangements to address these events may include, inter alia:

- a) Suitable narrow bodies and/or smaller vehicles.
- b) Manual rather than mechanical sweeping.
- c) Provision of services outside of normal operating hours:
- d) And coning off roads to prevent parking ahead of service delivery.
- e) Traffic management plans

9.16.7 All arrangements necessary for service delivery in the event of one or more of the events set out in paragraph 9.16.1 occurring shall be undertaken at no additional cost to Council. Where these arrangements require the consent of any other Council the Contractor shall not implement the arrangements without first securing any necessary third party consent. For the avoidance the Contractor shall meet all costs associated with securing any necessary third party consents.

## **9.17 CIVIL EMERGENCIES**

9.17.1 In the event of a civil emergency (Civil Contingencies Act), the Contractor may be requested to provide labour and plant on a Daywork rate basis, for dealing with civil emergencies such as flooding, oil pollution, major clearance of snow or ice and other similar matters.

9.17.2 the Authorised Officer shall not call upon the workforce unless absolutely necessary and will not require personnel to carry out tasks needing specialist training or for which they are not suited.

9.17.3 By agreement with the Contractor, the Authorised Officer may request certain key personnel be trained in dealing with aspects of civil emergencies.

9.17.4 All administration, training, wages and other costs will be paid by the Council on a Daywork rate basis.

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# Epping Forest District Council

**CONTRACT FOR THE PROVISION OF WASTE AND RECYCLING COLLECTION,  
STREET CLEANSING, GROUNDS MAINTENANCE AND FLEET SERVICES**

**Section  Lot 2**– Grounds and Arboricultural service Specification  
(ISOS version 1.0)

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## 1. INTRODUCTION TO AND GENERAL REQUIREMENTS OF THE SPECIFICATION

### Scope of Work

- 1.1 The Service includes the grounds maintenance of parks, open spaces, playing areas, sports grounds, housing estates, highway verges and cemeteries etc.
- 1.2 The maintenance regimes required by the Council broadly comprises: grass cutting, grass edging, maintenance of horticultural features, playground maintenance, planting of bedding plants and bulbs, weed control, collection and removal of litter, maintenance and marking of sports pitches, erection of equipment, renovation of grass areas, seeding and turfing, planting and cultivation of shrubs and roses, leaf clearing, weed killing, fertilising and top dressing, tree planting and including both low and high level maintenance, special events, ice and snow clearance, emergency work and natural habitat maintenance.

### Programme of Work - Performance/Routine

- 1.3 Performance/Routine work shall be the type of work/task that is carried out on a regular basis and as such is completed by the Contractor to achieve the specified standards or frequencies. The Contractor shall be required to submit for approval an annual programme of work prior to the commencement of the Contract. The annual programme shall be further confirmed by the submission by the Contractor of a monthly programme of work to the Authorised Officer for approval. The Contractor shall make allowance for the inclusion of non-routine work within this monthly programme of work whenever possible.

### Work Instruction - Non-routine

- 1.4 Non-routine work is the type of work that cannot be predicted and as such cannot be accurately programmed. In all instances, such work shall only be carried out by the Contractor under instruction from the Authorised Officer, and shall be commenced within the timescale set out below or as instructed by the Authorised Officer. Any instruction given orally shall be confirmed in writing by the Authorised Officer within 48 working hours.
- a. Normal - within 5 working days and the Authorised Officer must be advised on the expected date of completion.
  - b. Urgent - within 24 hours and completed within 60 hours unless otherwise directed by the Authorised Officer.
  - c. Emergency - within 1 hour and completed by the end of the working day unless otherwise directed by the Authorised Officer.

### Notification of Completed/Part-completed Work

- 1.5 The Contractor shall be required to submit, by hand or in electronic format, to the Authorised Officer on each Monday during the Contract Period a 'Notification of Completed/Part-Completed Work' for works carried out since the commencement date of the previous Notification. This Notification shall be in a format to be agreed

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with the Authorised Officer. Should the Contractor fail to submit Notifications on time, payments may be delayed.

### Access

- 1.6 Site constraints with regard to access exist at some Locations and this prevents the use of large plant at some sites. It is the responsibility of the Contractor to ensure that he is aware of all access issues. No claims shall be admitted on the basis that access is inadequate or that other site constraints exist.
- 1.7 On occasion, the Contractor may be asked to carry out work to gardens that may only be accessed by passing through a building. In these instances, the use of alternatives to petrol-driven plant/equipment may be necessary.

### Provision of Vehicles, Plant, Machinery and Materials

- 1.8 The Contractor shall, at all times during the Contract Period, provide and maintain in a condition commensurate with the proper performance of the Contract all such vehicles, plant, machinery and vehicles as are necessary for the proper performance of the works required by the Contract. The Authorised Officer reserves the right to prevent the Contractor from using vehicles, plant and machinery which he deems unsuitable. All plant and equipment shall be maintained in accordance with manufacturer's recommendations and appropriate legislation and the Contractor shall supply all relevant documentation to evidence to this.
- 1.9 The Contractor shall ensure that all vehicles and large plant used in the provision of the Service shall bear plainly the insignia of the Council and/or and wording. The design of all branding must be approved in advance by the Authorised Officer.
- 1.10 All vehicles and equipment must be operated in such a manner as to avoid obstructing any highway, footway or access and to avoid any danger to park users, children and tenants. The Contractor shall ensure that all operatives engaged in performing the Service do not park or drive any vehicle in areas that may be damaged by such action or areas where it is not generally intended that a vehicle should be driven or parked. The Contractor shall at all times comply, and ensure that his employees comply, with any instructions of the Authorised Officer with regard to the driving and parking of vehicles on any land or premises in performing the Service.
- 1.11 No vehicles or plant shall be left overnight at any Location without the express prior permission of the Authorised Officer.
- 1.12 Unless explicitly stated otherwise, all materials, chemicals, fertilisers, substances etc., referred to in this Specification shall be provided by the Contractor at his expense and approved by the Authorised Officer prior to use. All materials shall be stored and used in accordance with any regulations or legislation current or arising during the period of the Contract. The Contractor shall at all times have completed Control of Substances Hazardous to Health (COSHH), Hazard Information Sheets and assessments for all substances/materials, copies of which shall be provided to the Authorised Officer.
- 1.13 All materials/substances used shall be reduced to the lowest hazardous rating possible (in accordance with the COSHH Regulations 1999, or any amendments to this or other legislation during the period of the Contract). All materials/substances used shall wherever possible be environmentally friendly.

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- 1.14 The Council reserves the right for the Authorised Officer to take samples of materials being used by the Contractor for analysis. Should the results of the analysis be in contravention of the Contract, the Contractor shall bear the total costs of the analysis. The Council also reserves the right to require the Contractor to withdraw any material from use at any time during the Contract period for any bona fide reason, without thereby becoming liable to the Contractor for any loss thereby occasioned.
- 1.15 Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution is current, materials used or supplied by the Contractor and all workmanship of the Contractor's employees shall, as a minimum requirement, be in accordance with that Standard or with such other national standards of other Member States of the European Union or international standards recognised in Member States as offer equivalent guarantees of safety, reliability and fitness for purpose without prejudice to any higher standard required by the Contract.

#### Deliveries

- 1.16 The Contractor shall ensure that delivery and collection of equipment and materials necessary for the provision of the Service only takes place during the hours when the Contractor is required or permitted to be at any Location in connection with the performance of the Service. The Contractor shall make all necessary arrangements in connection with such deliveries and collections. Deliveries and collections at any other times may only take place with the consent of the Authorised Officer and shall be subject to any requirements that he may impose in relation thereto.

#### Facilities for Workers

- 1.17 The Contractor shall provide appropriate shelter, sanitary arrangements, protective clothing and equipment and first aid equipment for all workers employed in providing the Service.

#### Adverse Weather Conditions

- 1.18 In the event of adverse weather conditions preventing the completion of works specified, the Contractor may, with the prior consent of the Authorised Officer, modify his method of working and his facilities for operators during times of inclement weather.
- 1.19 No claims for additional payment shall be admitted on the basis that adverse weather conditions prevented the commencement and/or the completion of any routine or non-routine works.

#### Hours of Working

- 1.20 Normal working hours for grounds maintenance operations shall be 07:00 hours to 17:30 hours, and work may be undertaken between these hours on any day of the week. Work required on public holidays must be arranged with the express prior permission of the Authorised Officer.
- 1.21 Work shall only be undertaken outside of these hours with the express prior permission of the Authorised Officer, but use of machinery close to residential areas is not permitted before 08:00 hours or after 17:30 hours. The only exception to this



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shall be work of an emergency nature, designated and authorised by the Authorised Officer, and work required to be undertaken outside these hours by the Specification or Authorised Officer.

- 1.22 Hours of operation for managed property shall be 08:30 hours to 17:30 hours, and may be undertaken between these hours on any day excluding Sunday. Work will not usually be required on public holidays.
- 1.23 The Contractor's depot and offices shall be open during normal working hours, 07:00 to 17:30 Monday to Friday, excluding public holidays.

### Emergency Work

- 1.24 The Contractor will be required to provide cover for a range of emergency work which may not necessarily be of a grounds maintenance or Tree management nature. Where this falls during the 'normal' hours of operations (Ref 1.20) the Authorised Officer may require the contractor to deploy all grounds staff to deal with the emergency. The Contractor shall only resume the scheduled work when it has been agreed with the Authorised Officer. The contractor shall submit to the Authorised Officer for approval, the intended plan to re-schedule any work which has not been completed or is effected by the emergency work. No claims for additional payment shall be admitted on the basis that emergency work prevented the commencement and/or the completion of any routine or non-routine works; this cost is to be included in the overall contract price.
- 1.25 Where the emergency work falls outside of the 'normal' hours of operations (Ref 1.20), the Contractor shall be paid for daywork and emergency/urgent work in accordance with Daywork Rates. The cover will be required 24 hours a day, 365 days a year. The Contractor shall provide the Authorised Officer with 24-hour emergency telephone numbers/contacts. Within 1 hour of call out to the site of an emergency, a competent Supervisor capable of assessing the extent of the problem shall attend the site. This person shall carry out and/or supervise such works as are necessary to resolve problems. Within 2 hours of initial call-out, skilled persons capable of carrying out work identified by the Supervisor shall be available on site to work with the Supervisor. The term "Supervisor" means a person skilled enough to assess emergency works required and to work alongside a team of skilled men/women or alone until emergency work has been carried out to a level where the emergency is solved. The foreman shall liaise with the Authorised Officer throughout the emergency to ensure the Authorised Officer is aware of all aspects of the problem.

### Disturbances

- 1.26 Work shall be undertaken in such a manner so as to cause as little disturbance as possible to the users of facilities or areas at Contract Locations. The Contractor or his staff shall be required to co-operate with any Officer or any other official of the Council or having supervision over any establishment, facility or area at a Contract Location. Such co-operation shall not constitute an instruction or modification under the Contract by the Authorised Officer.

### Procedure for Educational Establishments

- 1.27 Before undertaking any works at schools or other educational facilities, the Contractor shall be required to report to the head teacher or other responsible

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person, and to sign in as required both before commencing and immediately on completion of works.

- 1.28 A programme of work shall be submitted by the Contractor for each monthly period, detailing the work required to that establishment. The Contractor shall make every effort to maintain this programme and the dates therein. No additional payment will be made for lost time should the Contractor fail to meet the programme of work. Should access to the building be denied, a calling card must be left, identifying the workers and the tasks that need to be carried out.
- 1.29 This procedure shall be repeated on every occasion that the Contractor or his staff enter the establishment or its grounds, for whatever reason. Work shall be programmed so as not to interfere with the use of facilities and not to cause a disturbance to classroom activities.
- 1.30 Vehicles and plant shall only be permitted on education premises at times, and under such reasonable conditions, as agreed by the head teacher of the school, or other nominated person, to minimise any danger to schoolchildren.
- 1.31 In the event that the Contractor considers that a particular procedure for reporting and signing in is unreasonable at any educational establishment, the Contractor shall report the matter immediately to the Authorised Officer. The deliberation of the Authorised Officer as to the reasonableness of the procedure under consideration shall be final and binding.

#### Procedure for Social Care and Health Establishments and for Housing Establishments

- 1.32 Before undertaking works at homes, day centres or other facilities under the control of the Community Services, the Contractor or his staff shall report to the Officer in charge or his deputy before commencing and immediately on completion of works. This procedure shall be repeated on every occasion that the Contractor or his staff enter the establishment or its grounds, for whatever reason. Work shall be programmed so as not to interfere with the use of facilities and not to cause a disturbance to any users or activities.

#### Parks, Play Areas, Playing Fields and Recreational Open Space

- 1.33 The vast majority of users are people who enjoy the simple pleasures of walking, talking, sitting, reading, playing, relaxing or entertaining their children or families. It is therefore essential that the grounds maintenance operations do not intrude into their visual or aural enjoyment of the facilities. Therefore, other than in depot areas, the Contractor shall not park staff vehicles or contracting vehicles in parks, open spaces and managed properties and alternative provision must be made. A general programme of deliveries and collections of materials within parks may be allowed with the consent of the Authorised Officer. However, 'general standing' of vehicles whilst Contract work is undertaken will not be acceptable unless approved by the Authorised Officer.
- 1.34 Parks and open spaces are particularly attractive to children and juveniles and many of the facilities such as playgrounds, playing fields, and summer play schemes, tennis courts and kick-about areas are specifically provided for their needs. The Contractor shall arrange his operations in these areas outside the peak periods of use by children. In particular, holiday periods, weekends, lunch times and early

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evenings are busy periods for play facilities and the Contractor shall ensure that maintenance programmes and practices do not adversely affect the use of facilities.

- 1.35 The Council has made Byelaws, regulating the use of parks, playing fields and open spaces within the Contract Area. The Contractor shall be required to become familiar with the Bye-Laws as amended from time to time.

### Reports

- 1.36 Where it is stated in the Specification that the Contractor is to produce a report, the format of any such report must be approved by the Authorised Officer and the report must be produced in duplicate; one copy shall be sent to the Authorised Officer within 5 working days, or any such period as outlined in the Specification, the other shall be retained by the Contractor for the duration of the Contract.

### Disposal and Recycling of Waste and Arisings

- 1.37 The Contractor shall be responsible for the disposal of all the arisings from the horticulture and arboriculture works at the Contractor's own expense
- 1.38 The Contractor's attention is drawn to the Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations 1991, and to the Control of Pollution Act 1989. Controlled waste is defined in those Regulations as "Household, industrial or commercial waste" and the Environmental protection Act (EPA) 1990
- 1.39 All Household Waste to be disposed of pursuant to the terms of the Contract is to be delivered by the Contractor to sites specified by the Waste Disposal Authority, and operated by that Authority's Waste Disposal Contractor or under direction of the Authorised Officer
- 1.40 All Clinical, Commercial or Industrial Waste to be disposed of pursuant to the terms of the Contract is to be delivered by the Contractor to a waste disposal contractor or collected by them, as agreed with the Authorised Officer. The current disposal site is: Heatherlands Ltd & Tamar Organics both located in Ongar, Essex.
- 1.41 The sites have an anticipated life in excess of the contract term at current levels of usage it is not anticipated that the Waste Disposal Authority will require the Council (and thus the Contractor) to use any site other than these during the Contract Period.
- 1.42 Tyres and Gas bottles are to be delivered for disposal by the Contractor to the site specified by the Waste Disposal Authority for this purpose, and operated by that Authority's Waste Disposal Contractor.

### Temporary Storage of Waste Prior to Delivery for Disposal

- 1.43 The Contractor shall be responsible for the safe custody of all Waste arising as a consequence of his performance of the Services between the moment at which it is first collected/generated by the Contractor and the time at which it is finally delivered for disposal by the Contractor in accordance with the above arrangements.
- 1.44 Subject to his compliance with any specific requirements set out elsewhere in the Specification in regard to such matters, it shall be for the Contractor to determine the most appropriate means and methods of:

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- a. containing such Waste throughout the time during which it is in his custody, and
  - b. transporting all such Waste in a securely contained manner between the point at which it is first collected/generated by the Contractor and the relevant Waste Disposal Site (including for any transportation to and from any temporary storage point in the course of this journey).
- 1.45 In so doing the Contractor shall ensure that his arrangements comply with all relevant legal provisions relevant thereto, whether in the form of Statutes, Statutory Instruments, Orders, Regulations, Codes of Practice, Bylaws, Directives or the like (including any imposed upon the Council).
- 1.46 The Contractor shall be solely responsible for obtaining and retaining without Interruption all consents and licences which may be required or necessary in order that he may lawfully undertake his obligations under the Contract in relation to Waste (including any waste operator's or storage licence, transfer station, licence waste carrier's licence etc.).
- 1.47 All costs arising in consequence of the Contractor's compliance with the requirements of this paragraph shall be met by the Contractor, and he shall ensure that the All-in Rates tendered in the Bills of Quantities include for the same.

#### Costs of Disposal of Waste

- 1.48 At the present time Waste classified for the purposes of the Environmental Protection Act 1990 and the Controlled Waste Regulations 1992 as Clinical Waste, Commercial Waste or Industrial Waste will attract a charge for its disposal by a Waste Disposal Contractor.
- 1.49 It is the Council's view that the majority of the Waste arising in consequence of the Contractor's provision of these Lot 2 Services will be classified as Commercial Waste for the purposes of the Act and Regulations.
- 1.50 The Waste Disposal Authority do not (and are not entitled by law) to levy any charge upon the Council or the Contractor for the disposal of Waste arising as Litter under the terms of this Contract for waste generated by works on the public highway or relevant land, since such Waste is classified as Household Waste for the purposes of the Act and Regulations. However, this will only be the case if the Contractor ensures that such Waste is segregated from all other Waste, and if it is delivered for disposal in the same manner.
- 1.51 In order to take account of the above:
- a. the Contractor shall ensure that that any Waste classified as Household Waste for the purposes of the Environmental Protection Act 1990 and the Controlled Waste Regulations 1992 is segregated from all other Waste at the time of collection/generation, and that it is delivered for disposal in the same manner and in accordance with the requirements of Epping Forest District Council in relation to the disposal of such Waste;
  - b. the Contractor shall ensure that that any Waste classified as either Clinical Waste, Commercial Waste including horticultural or Industrial Waste for the purposes of the said Act and Regulations is segregated from any Household Waste and delivered for disposal in a manner appropriate to its classification,

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and in accordance with the requirements of relevant legislation in relation to the disposal of such Waste;

- c. the Contractor shall be responsible for meeting any and all costs, charges, taxes and other sums which may become due during the Contract Period in relation to the disposal of any Waste classified as either Clinical Waste, Commercial Waste or Industrial Waste for the purposes of the said Act and Regulations;
  - d. the All-in Rates tendered by the Contractor in the Bills of Quantities shall include both for the cost of delivering for disposal all Waste arising in the course of the provision of the Services, and (where required by law) for meeting all costs, charges, taxes and other sums payable to third parties in respect of such disposal.
- 1.52 In the event that, during the term of the Contract, the Waste Disposal Authority or a Waste Disposal Contractor shall become entitled or required to levy a charge in respect of the disposal of any Waste for which no such charge was payable on the Commencement Date, any such charge shall be met by the Council. If this occurs the Contractor shall take such steps as may from time-to-time be required by the Authorised Officer to enable the accurate calculation of any charges levied by the Waste Disposal Authority for the disposal of such Waste, and shall provide to the Authorised Officer any information which may, in the opinion of the Authorised Officer, be required to support or verify such charges.

#### Prohibition on Contractor Fly-Tipping

- 1.53 The Contractor shall ensure that no Waste arising as a consequence of the Contractor's provision of the Services, or for which the Contractor is otherwise responsible, is deposited or dumped either in whole or in part on any land, street or premises whatsoever inside or outside the boundaries of the District, save by way of lawful disposal in accordance with the requirements of the Contract.
- 1.54 The Contractor shall make his operatives (including those of his sub-contractors) fully aware that dumping or fly-tipping in any form or place is strictly prohibited and would render the Contractor and any other person responsible therefore liable to prosecution.
- 1.55 In the event that the Authorised Officer is reasonably satisfied that any such Waste has been deposited or dumped contrary to the prohibition contained above, he may require the Contractor to collect and dispose of the same in accordance with the requirements of the Contract at no cost to the Council.
- 1.56 The Contractor shall not dispose of any Waste arising as a consequence of his provision of the Services, or for which the Contractor is otherwise responsible, save in accordance with the provisions of this Section of the Specification.

#### Treatment of Blood Products and Dealing with Sharps

- 1.57 In the course of undertaking the Services the Contractor's operatives may find blood products and/or sharps. In such an event they are required to notify the Authorised officer who will arrange for the safe collection and disposal.

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### Recycling of Compostable Waste

- 1.58 In order to give effect to the Council's Environmental Strategy the Council wishes the Contractor to commence the recycling of the compostable Waste arising in the course of provision of the Services.
- 1.59 The Council is committed to the provision of a Service that adopts good practice in terms of environmental sustainability. The Contractor shall therefore be required to make every effort to reuse (e.g. the use of wood chippings produced in the parks either as plant mulch or as surfacing for paths) or recycle green waste arisings.
- 1.60 The Contractor shall, wherever possible, segregate green waste that cannot be reused directly from non-green waste to facilitate the recycling of all remaining green compostable material.
- 1.61 The Contractor shall keep green Waste arising from all the maintenance activities within this Specification separate from other non-organic Wastes, contain it and then deliver it to a suitable site provided by the Contractor for composting. The provision of such a site shall be entirely at the Contractor's expense.

### Environmental Issues Regarding Waste, Arisings and Recycled Material

- 1.62 The Contractor shall provide the Authorised Officer prior to the Commencement Date details of his recycling and/or reclamation initiatives which shall comply with all the requirements of the paragraphs on waste disposal, green waste and compost/mulch provision, and with the Council's Environmental Strategy, a copy of which shall have been provided to the Contractor by the Authorised Officer. Such details or any amendments thereto, shall be approved by the Authorised Officer in his absolute discretion prior to the commencement of any work or the provision of the Service under this Contract, or prior to any work undertaken pursuant to the Contractor's recycling and/or reclamation initiatives as appropriate.
- 1.63 The Contractor shall, upon receipt of instructions by the Authorised Officer, submit details of any changes or modifications to his recycling and/or reclamation initiatives that may be required to ensure that such initiatives meet the requirements of the Council's Environmental Strategy.
- 1.64 The Contractor shall provide to the Authorised Officer, monthly, quarterly, and annual, statistical information relating to the quantities, the nature of the recycled and/or reclaimed materials and the locations of end use relating to all waste materials, compost and mulch arising from the provision of the Service.

### Use of Fires

- 1.65 The use of fire in order to dispose of Waste will not be allowed under any circumstances.

### Barriers, Traffic Signs, etc.

- 1.66 The Contractor shall provide all necessary barriers, traffic and footway signs and lighting for the proper protection of his workers, Council staff, members of the public and users of any facility during the progress of the works, in accordance with the

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relevant recommendations of the Road Traffic Act 1980, and of any other Acts or Regulations pertaining to such protection.

### Excavations

- 1.67 The Contractor shall obtain all necessary service location plans for underground services before undertaking work involving excavations and shall obtain prior approval for such excavations from all relevant service companies. The Contractor shall be responsible for verification of all service plans and for any costs or damage relating to services as the result of excavation works.

### References to Months

- 1.68 Whenever a period of time is stated by reference to month or months, such periods shall include all months in that period, unless specified otherwise. If any part of the Service is required to be performed in any specific month, or during any period of time (e.g. between March to May), such work shall be performed in that month/period in each year of the Contract Period, unless specified otherwise.

### Water Supplies

- 1.69 The Contractor shall make his own provision to obtain adequate water supplies for all water which is required in the provision of any of the Services required by this Specification. The Contractor shall note that at certain Locations the Council may allow the use of its own water supplies for which an appropriate charge shall be levied. The Contractor shall always obtain the Authorised Officer's permission in writing prior to using any such water supplies.

### Damage Caused During the Performance of the Service

- 1.70 If the Contractor, when performing the Service, causes any damage or loss to any property whatever, whether directly or indirectly, he shall at his own expense repair, replace or compensate with respect to such damage as required by the Authorised Officer in his absolute discretion. Without prejudice to the generality of the above, 'property' shall include, but not be limited to, grass, trees, hedges, roses, shrubs and any other plants whatsoever and 'damage' shall include, but not be limited to, death, failure or disease of property.

### Lost Property

- 1.71 Any item of property not considered to be Waste found by the Contractor or any Staff shall be handed in to the nearest Police Station (after first reporting it to the Authorised Officer) within twelve hours of being found.
- 1.72 The Contractor shall ensure that a record is kept of all items of property found and showing details of the location of the find, the nature of the property and the police station to which it was taken and any relevant police report number or police officer's number. Such record shall be made available to the Authorised Officer within twenty four hours of a request for such information.

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## 2. GRASS CUTTING AND MAINTENANCE

### General

- 2.1 This subsection shall apply to all areas of grass cutting as shown in the Contract Maps (to be supplied). The Contractor shall note the Contract Area contains grass areas to include for general amenity (including highway verges), high amenity, rough cut, housing areas, conservation areas, cemeteries and fine turf etc.
- 2.2 This General Specification section is common to all grass cutting operations and the Contractor shall make due allowance for compliance with such general conditions within the Bills of Quantities tender prices for every type of grass cutting being undertaken.

### Establishment of Standards

- 2.3 The standards required shall be established by setting out one or more or a combination of the following:-
- Minimum height of grass after cutting and maximum height of growth allowed.
  - Type of grass cutting machine.
  - Indicative frequency of cutting.

### Minimum Height of Grass after Cutting and Maximum Height before Cutting

- 2.4 The height of cut or minimum height of cut is determined to be the height of the cutting blades of the appropriate machine above a true level surface. In determining the height of cut, all rollers/skids will be clean and free from mud and build-up of cuttings.
- 2.5 Maximum height is determined to be the maximum height of 90% of the grass or vegetation which is of a non-woody nature in any one Location within the Contract Area.
- 2.6 Grass shall be cut as many times as necessary to meet the performance standards set out in the clauses of this section.
- 2.7 The indicative number of cuts is a guideline to the minimum number required to meet the performance standards.

### General Requirements

- 2.8 The Contractor shall, prior to the commencement of each and every grass cutting operation, inspect all areas to be cut and shall remove all litter, refuse, abandoned Waste and all other items and objects which may cause damage, injury, nuisance to others, or leave an unsightly appearance. All such Waste materials shall be collected and removed from site for proper disposal.
- 2.9 The Contractor shall, at all times during the period of the Contract, ensure that all machines engaged in grass cutting operations are sharp and properly set, to the manufacturer's recommendations so as to produce a true and even cut. Any



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damage to grassed areas from lack of such maintenance or by improper use of the machinery by the Contractor shall be made good by the Contractor at his own cost.

- 2.10 The Contractor shall, at all times during the period of the Contract, ensure that machines are properly guarded and maintained so as to present no danger to the operator or any person in the vicinity of the operations. The Contractor shall provide his workers with all the relevant safety equipment (boots, reflective vests etc.) in accordance with the requirements of the Contract Conditions and shall ensure that his workers use these at all times. At no time shall machines or fuel be left unattended on site.
- 2.11 During the period of the Contract, no growth regulators of any form shall be applied to any grassed area.
- 2.12 The Contractor shall at all times be aware of the prevailing weather conditions and adjust his programme accordingly. The Contractor shall inform the Authorised Officer immediately of any changes to the grass cutting programme and must seek the Authorised Officer's approval for such changes.
- 2.13 During periods when ground conditions are so wet as to prevent grass cutting occurring without causing damage to the surface or levels of the ground, or producing divots, the Contractor shall immediately both cease his grass cutting operations and notify the Authorised Officer of his actions. The Contractor shall resume work as soon as conditions permit and notify the Authorised Officer of his intended plan to re-schedule any work which has not been completed, which the Authorised Officer must approve.
- 2.14 During periods of drought conditions the Contractor shall raise the height of cut to assist the grass sward to survive such dry periods. The adjusted height of cut must be agreed in writing by the Authorised Officer. Upon cessation of the drought conditions, the normal specified height of cut relevant to an area of grass shall be resumed. In the event that drought conditions persist, the Authorised Officer may instruct that grass cutting operations be suspended and may require the omission of a scheduled cut or cuts.
- 2.15 Should the Contractor cause damage to the surface or levels of the ground, create divots, scalp grass or cause damage to any trees, shrubs, plants or other property during grass cutting operations, the Contractor shall repair and reinstate at his own expense such damage within the time specified by the Authorised Officer and to his satisfaction.
- 2.16 Grass cutting shall be undertaken in such a manner as to cut to the full extent of the grassed areas detailed in the Contract Maps. No part of the grassed area is to be left uncut, unless specified otherwise. Where grassed areas adjoin fixed obstructions, or where edges of grassed areas adjoin a fixed obstruction, such as a wall, lamp post, tree and both sides of fences, grass cutting shall be carried out to the same standard as the surrounding area, and all lateral growths shall be removed at the same time. Extreme care shall be taken when cutting around tree bases to avoid damage to tree or plant material. If any damage occurs, the Contractor shall at his own expense replace any tree or plant damaged with a similar tree or plant species.
- 2.17 Moveable obstructions shall be removed to facilitate cutting and replaced before the Contractor leaves the site. The Contractor shall revisit any grassed area to cut any

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grass previously omitted due to parked vehicles, or other temporary obstruction, on the grassed area under consideration within 24 hours.

- 2.18 The use of chemical treatment around the base of trees may be considered as an alternative to strimming, subject to the express prior approval of the Authorised Officer. The Contractor shall note that such approval may be revoked if agreed spray band widths are exceeded by the Contractor.
- 2.19 The Contractor must ensure that the timing of all grass cutting operations is such that the cutting precedes the marking of any sports facility where the markings could be disturbed by the passage of the machinery used.
- 2.20 In certain areas, flowering bulbs have been or may be planted, or have become naturalised, and in such areas the Contractor shall not cut the grass until a minimum period of 6 weeks has elapsed after completion of flowering (refer to table 1 Cat 8). Grass cutting of these areas must be approved in advance by the Authorised Officer. Similarly, areas shall not be left uncut for more than 8 weeks after flowering has completed. The Contractor shall cut such areas in order to return and maintain them to the standard as found in the surrounding area. The cuttings shall be removed for proper disposal in accordance with Paragraph 1.36 above, or for reclamation/recycling as approved by the Authorised Officer.
- 2.21 The Contractor shall make provision to gain access to all areas as specified in the Contract Maps. If fencing is removed, it must be replaced in a secure and proper fashion to the satisfaction of the Authorised Officer on each and every occasion that the Contractor leaves the site.
- 2.22 The Contractor shall be aware some locations can only be accessed through restricted entrances or gates. The Contractor shall ensure gates are closed, and locked where applicable, upon completion of any grass cutting operation on each and every occasion. No claims for additional payment by the Contractor shall be admitted on the basis that access is inadequate or other site constraints exist.
- 2.23 All grass must be cut cleanly and evenly to the heights specified, without damaging the surface. Soft vegetative growth within a grass sward shall be deemed to be part of that area and shall be treated the same.
- 2.24 The Contractor must complete one area of grass before moving onto the next.
- 2.25 The sward types in the Contract Area are indicated in the Bills of Quantities. The Contractor shall satisfy himself as to the accuracy of the measurements of the sward types.
- 2.26 During the course of grass cutting operations, it may be necessary to instigate traffic management operations. The Contractor shall ensure that the traffic flow shall not be affected before the hours of 09:30 hours and after 16:00 hours on any weekday.
- 2.27 If, in the opinion of the Authorised Officer, a poor quality of cut has been achieved after the first pass of the mower during any grass cutting operation, further cuts shall be made at the Contractor's expense with a more appropriate or fully sharpened machine until the finish is approved by the Authorised Officer.
- 2.28 Grass clippings may be left in situ, except where specified to box off and dispose, but in any event shall be evenly distributed over the surface area and piles of such clippings must not exceed 10 mm in depth. If clippings exceed this measurement,

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they must all be removed immediately from site for proper disposal in accordance with Paragraph 1.36 above for reclamation/recycling as approved by Authorised Officer.

- 2.29 Grass clippings falling on paths, drives, roads or other hard surfaces must be swept or blown from the surface immediately after the grass is cut and either removed from site for proper disposal or dispersed evenly over the grass surface area.
- 2.30 Throughout the period of the Contract, the Council may plant trees, shrubs, whips etc. in grassed areas and the Contractor shall make due allowance for attending the surrounds of such obstacles.

#### Grass Edging (Half-Moon/Mechanical Edging)

- 2.31 Where edges of grassed areas adjoin kerbs, or other hard areas, these shall be trimmed using an appropriate machine or a half-moon edging iron or similar during the period January/February/March. The minimum material shall be removed to produce a clean edge or true curve.
- 2.32 During the course of trimming the grass edges, in certain areas, other vegetative growth can also be found to be present. The Contractor shall remove any of this additional growth within 30cm of the trimmed edge.
- 2.33 All resultant Waste material from the above operations shall be collected immediately on completion of the operation, or at the end of the relevant working day, whichever is the earlier, and removed for proper disposal or for reclamation/recycling as approved by the Authorised Officer.

#### Grass Reinstatement

- 2.34 The Contractor shall be required to carry out grass reinstatements on instruction from the Authorised Officer, generally following work carried out by the Council's agents and/or public utilities. Such reinstatements shall be carried out using either of the methods prescribed in this subsection, as directed by the Authorised Officer. The Contractor shall be paid for grass reinstatement in accordance with the Schedule of Rates.

#### General Seeding

- 2.35 On receipt of instructions from the Authorised Officer, the Contractor shall provide appropriate materials approved by the Authorised Officer and, within five working days, shall undertake the following sequence of operations:-
- a) Cultivate the area to be seeded to a depth of 120 mm using machines or hand tools as necessary.
  - b) Infill any low areas using approved topsoil to the Specification contained within Appendix B, or suitable reclaimed/recycled topsoil as approved by the Authorised Officer. Such approved topsoil shall be levelled to marry in to the existing surface and any stones, weeds, roots and other deleterious material over 25mm in diameter shall be removed.
  - c) Apply to the area a granular pre-seed fertiliser (NPK 10.15.10), to be approved by the Authorised Officer, at the rate of 70g per m<sup>2</sup>.

- d Apply grass seed to the whole of the area at a rate of between 25g and 50g per m<sup>2</sup>, lightly rake and roll the area to incorporate the seed into the soil. The grass seed mix utilised by the Contractor shall be in accordance with Appendix B of this Specification.

### General Turfing

- 2.36 The Contractor shall carry out all works described in this paragraph in accordance with latest edition of British Standard 4428 'General Landscaping' and, on receipt of instructions from the Authorised Officer, shall carry out the following sequence of operations:-
- a) Cultivate the area to a depth of 120 mm by the use of hand tools as necessary and apply an approved pre-turfing fertiliser.
  - b) Infill any low areas using approved topsoil to the Specification contained within Appendix B, or suitable reclaimed/recycled topsoil as approved by the Authorised Officer, removing stones, weeds, roots and other deleterious material over 25 mm in diameter.
  - c) Supply and lay turf approved by the Authorised Officer. Turf shall be laid on the prepared bed and firmed into position in consecutive rows in a stretcher bonded pattern, closely butted. Any irregularities must be corrected by adjustment of the soil levels and not by the beating or rolling of the turf.
- 2.37 The Contractor shall be responsible for the upkeep of the reinstated areas until the full establishment of the turf has occurred. Any yellowing, die-back or failed areas shall be replaced or re-seeded by the Contractor, at his own expense until the sward has reached a uniform, healthy appearance to the satisfaction of the Authorised Officer.

### Grass Cutting Schedules

- 2.38 The edging of grass around beds and borders, paths, hard standing etc. **is included** as part of the grass cutting operation.
- 2.39 Cutting and treatment regimes shall be appropriate to the type of grass area being treated. For the purpose of this Specification, grass areas are therefore defined in accordance with the following performance standards and minimum/maximum heights that shall be maintained in Table 1 below:

**Table 1.**

<b>Grass Cutting Category</b>	<b>Description</b>	<b>Frequency</b>	<b>Mowing Period</b>	<b>Height of Cut</b>	<b>Method of Operation</b>
Category 1	Urban areas general	2 weekly	Mar - Oct	25 - 30mm	Cylinder
Category 2	Prestige e.g. sheltered housing	Weekly	Mar - Oct	20 - 25mm	Cylinder/rotary Box collect
Category 3	H/way verge – urban/rural	3 x per year	April, June & Oct	75mm max	Flail/rotary
Category 4	H/way verge - urban/rural	6 x per year	April, May, June July, Sept & Oct	75mm max	
Category 5	Grass within Cemetery A	Weekly	March - Oct	25 - 30mm	Cylinder/rotary – Initial 4 cuts to be box collected.
Category 6	Banked grass	As per adjacent grass e.g. 6 as 1	As per adjacent grass	As per adjacent grass	e.g. Bank-mower/Strim
Category 7	Sides of ditches	3 x per year	April, June & Oct	100mm max	Flail/Strim
Category 8	Spring bulb areas	Following clearance of bulb vegetation, area cut as per adjacent grass e.g. 8 as 1	Bulb clearance May/June (as directed)	As per adjacent grass	Flail/Strim & collection of arisings
Category 9	Temporary verge reinstatements e.g. utility works	As per adjacent grass e.g. 9 as 1	As per adjacent grass	As per adjacent grass	As required e.g. strim
Category 10	urban/rural	2 x per year	June & Oct	75mm max	Flail/rotary
Category 11	Rough areas e.g. verge/scrub. 1.2m width of cut adjacent to h/way. Face-back overhanging vegetation/hedgerow	1 x per year	Sept	Ground level	As required e.g. Flail. Removal of arisings
Category 12	Cricket Outfields	As per Cat 1 but weekly during playing season (April – Sept)	Mar - Oct	25 - 30mm	Cylinder-Turf tyres
Category 13	Football Pitches	2 weekly	Mar - Oct	25 - 30mm	Cylinder -Turf tyres
Category 14	Grass within	Weekly	March - Oct	25 - 30mm	Cylinder/rotary – To

	Cemetery B				include 8 boxed cuts as directed
Category 15	Grass within Cemetery C	Weekly	March - Oct	25 - 30mm	Cylinder/rotary – Initial 4 cuts to be box collected.
Category 16	Rugby Pitches	As per Cat 1	March - Oct	25 - 30mm general – 75-100mm during playing season (Sept April)	Cylinder/rotary-Turf tyres
Category 17	Not in contract				
Category 18	Running Track 400m	Weekly	March - Oct	25mm max	Cylinder -Turf tyres
Category 19	Airfield	2 weekly	March - Oct	50 – 75mm	Flail/rotary-Turf tyres
Category 20	urban/rural	1 x per year	Oct	75mm max	Flail/rotary
<b>Litter Clearance</b>					
All grass Categories 1-20	Litter picking to be undertaken on all grass areas prior to each scheduled mowing visit and 4-wkly outside of these periods to Grade A Standard				

- 2.40 General amenity areas that provide recreation use and can be marked out and used for organised sport. Such areas must be cut with cylinder mowers, which can be multi-unit ride-on-type mowers or tractor-mounted gang units; cylinders must be fitted with 4 to 6 cutting blades, giving between 27 and 36 cuts per linear metre.
- 2.41 High amenity areas are lawns and grass areas around flower and shrub beds forming visual garden amenities. Such areas shall be cut with either a cylinder mower fitted with 6 or more cutting blades, giving a minimum of 70 cuts per linear metre, front and rear rollers and box set to give a precise clear cut and a smooth even finish free from ribbing. The Contractor shall collect, remove and dispose of arisings and leave in a neat and tidy condition.
- 2.42 Rough cut areas comprise grass that is within dog exercise areas, and amongst densely planted tree and shrub areas.
- 2.43 Conservation areas are areas of ecological importance where the natural flora and fauna are encouraged and protected. These include habitat grassland, wildflower meadows and ancient and wet woodlands. Such areas shall be cut as directed by the Authorised Officer and on each occasion all arisings shall be collected and disposed of.
- 2.44 Housing areas are areas that are adjacent to highways or surrounding housing estates and other buildings which are likely to include pedestrian and vehicular access ways within the curtilage of the area. Such areas shall be cut with an open-cylinder or rotary-type mower.
- 2.45 Highway grass comprises areas of grass bordering public highways. Such areas shall be cut with an open-cylinder, rotary-type mower or flail-type mowers.

### Other Grass Maintenance Schedules

#### Half-Moon/Mechanical Edging

- 2.46 The Contractor shall trim or reform edge of grass area adjacent to hard surface, road, pavements and fence lines with half-moon/mechanical edging tool to a straight line or curve once in the period January-March each year.

#### Maintenance of Channels

- 2.47 The Contractor shall maintain all channels around grassed areas in a clean and weed-free condition at all times. Annual weeds shall be removed by hoeing and perennial weeds with a border fork. Upon completion, all weeds, litter, leaves, debris etc. shall be removed for proper disposal leaving the soil surface level and clean.

### Turf Care Schedules

#### Scarifying

(Schedule of Rates Item)

- 2.48 The Contractor shall scarify grass to remove any build-up of dead grass, thatch, weed and moss infestation. Scarification must be completed prior to a scheduled mowing and be undertaken in two passes, with the second pass being 60 degrees to the first. The raking depth must not exceed 3mm. Arisings must be box collected and disposed of.

#### Aeration

(Schedule of Rates Item)

- 2.49 The Contractor shall aerate grass by spiking or slitting to a depth of 100mm. Where hollow tines are used, cores must be immediately collected and disposed of. The Contractor shall ensure that all tines are correctly set and shall take into account the effect of the topography and will be responsible for immediately repairing any damage due to his negligence.

#### Self-Propelled Rolling

(Schedule of Rates Item)

- 2.50 Rolling shall be undertaken in an even number of passes over the whole area, ensuring minimum overlap between passes at a speed not to exceed 3km/hour. Roller weight shall be 100kg.

#### Chain Harrow

(Schedule of Rates Item)

- 2.51 The Contractor shall chain harrow with a light flexible harrow towed behind a tractor or turf truck at a speed not to exceed 7.5km/hour.

### Fertilising Schedules

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Fertilise Turf by Hand  
(Schedule of Rates Item)

- 2.52 The Contractor shall fertilise turf with a pedestrian hand-operated Cyclone-type spreader to ensure an even spread of application. Unless otherwise directed by the Authorised Officer, application rates shall be in accordance with the manufacturer's instructions and recommendations. Where there is no rainfall within 5 days, the Contractor shall irrigate the treated area.

Grass Reinstatement Schedules

Grass Seeding  
(Schedule of Rates Item)

- 2.53 The Contractor shall include within his rates for the supply of materials and grass seed.
- 2.54 The Contractor shall sow grass seed in accordance with the general specification to include initial ground preparation, application of an approved pre-seeding fertiliser, final cultivation and maintenance.

Turfing  
(Schedule of Rates Item)

- 2.55 The Contractor shall include within his rates for the supply of turf and materials.
- 2.56 The Contractor shall lay turf in accordance with the general specification to include initial ground preparation, fertiliser application, turf laying and maintenance.

Hand/Sprinkler Irrigation  
(Schedule of Rates Item)

- 2.57 The Contractor shall include within his tender for the provision of all equipment including hose pipes, stand pipes, bowsers and sprinklers and for connection, disconnection and for collecting and transporting by bowser. The Contractor shall at all times ensure that all hose pipes, sprinklers etc. are kept in a neat and tidy condition to minimise any interference to the public. The Contractor shall irrigate to moisten the soil to a minimum depth of 50mm, unless otherwise directed. The Contractor shall include for moving sprinklers around the designated area to be watered.



### **3. SPORTS FACILITIES**

#### General

3.1 Sports facilities to be maintained are:-

- Football;
- Rugby;
- Outdoor Courts - Hard Surfaces for Tennis, Basketball;
- Multi-use Games Areas;
- Running Tracks/Athletics

#### Playing Fixtures

3.2 The Council will furnish the Contractor with details of fixtures and schedules for sports facilities at the start of each week, or where possible before the start of each playing season.

3.3 The Contractor shall be given as much notification by the Authorised Officer as possible regarding match fixtures, cancellations and other requirements. However, there may be occasions when this shall be at short notice and the Contractor shall make allowance to respond to this within his programme of work.

3.4 The Council will notify the Contractor of each special sport event and other special events held on sports or recreational areas in a separate monthly update.

#### Cancellations

3.5 When weather conditions dictate, and when damage from play is likely to exceed the recuperation rate, the Council shall be responsible for deciding whether a sports facility is fit for play.

#### Sports Equipment

3.6 At the start of the Contract, the Council will provide for each location a complete set of sports equipment; for example, football and rugby goal posts, tennis nets etc.

3.7 The Contractor shall provide a secure store for sports equipment for the whole period it is not in use.

3.8 Sports equipment must be maintained in safe and good working order. The Contractor shall inspect equipment and repair any damage before it is next used. Sports equipment must be maintained to the issued standard.

3.9 Sports equipment damaged and worn beyond repair shall be returned to store for replacement.

3.10 Replacement sports equipment shall be supplied by the Council, except where the Specification requires the Contractor to maintain a stock of replacement equipment.

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## Senior Football, Mini Soccer, and Rugby Pitches

### General

- 3.11 (The term football includes: Mini Soccer). The football and rugby seasons commences at the beginning of August and ends mid-May.
- 3.12 Should severe adverse weather conditions cause considerable disruption and cancellation of matches throughout the winter, then the season may be extended to allow teams to complete their fixtures.
- 3.13 Mid-week matches may be played on Tuesdays, Wednesdays and Thursdays during August/September and March/April, depending on day length.
- 3.14 For information approximately 700 matches may be played each season.
- 3.15 Pitches must be kept in a state of readiness for playing throughout the season

### Marking Out

- 3.16 Prior to the commencement of the relevant playing season, the Contractor shall visit each location where sports facilities are identified in the plans and confirm with the Authorised Officer the exact locations of each pitch or facility to be marked out. These locations must be submitted for approval prior to the marking of any sports facility.
- 3.17 Sports facilities shall be marked and made ready for use for the commencement of each respective sports season.
- 3.18 Marking out of additional new facilities, or changes to existing facilities, mid-season may be required, and shall only be carried out upon instructions from the Authorised Officer and payment for this additional work shall be made in accordance with Daywork Rates.
- 3.19 All markings shall be carried out in accordance with the requirements of the appropriate sports governing body, and sizes must be submitted to and approved by the Authorised Officer. All angles and lengths shall be true and lines straight, allowing for the variance for lanes and staggers specific to athletics tracks. All grass to be cut prior to marking.
- 3.20 The Contractor shall, in relation to all marking operations, comply with the following procedures and requirements:-
  - a) All marking compounds intended to be used by the Contractor must be approved by the Authorised Officer. The use of fixing agents must be approved by the Authorised Officer and shall not include any form of herbicide/pesticide, lime, creosote or any other form of toxic substance.
  - b) The Contractor shall conform to manufacturers' instructions with regard to mixing of marking compounds and shall take all precautions to prevent spillage during preparation and during the marking operation.
  - c) If, after marking, markings are eradicated for whatever reason, the Contractor shall at his own expense re-mark facilities.

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- d) The required minimum standard of markings shall be that all lines shall be clearly visible to the Authorised Officer at a minimum distance of 30 metres.
- 3.21 Grass shall be cut as necessary prior to marking operations to ensure that all lines are clearly visible. The areas to be marked shall be essentially free of grass cuttings and the Contractor shall utilise box mowers. All clippings shall be removed immediately from site for proper disposal.
- 3.22 The Contractor shall ensure that, prior to each game, match or other sports activities, any such markings are clearly visible, in accordance with the requirements of the specified sport's relevant governing body.
- 3.23 If, in the opinion of the Authorised Officer, any such markings do not meet the required minimum standard, the Contractor shall undertake any remedial works necessary, at his own expense. Any such remedial work shall be undertaken by the Contractor immediately prior to any scheduled game or match of which the Contractor has been informed.
- 3.24 The Contractor shall have due regard to the required standard for marking out of sports and athletic facilities and is to determine the frequency of marking necessary in order to meet these criteria..
- 3.25 The Contractor shall undertake additional markings as required in order to meet and maintain the required standards.
- 3.26 The Contractor shall also have due regard to site conditions when carrying out this activity and time his operations accordingly so as not to interfere with any games, matches or other activities taking place.

(Indicative number of operations per football and rugby pitch a year is a minimum of 38)

#### Goal Posts and Sockets

- 3.27 The Contractor shall note the specific requirements of the relevant Football Association and Rugby Football Union guidance relating to inspection/maintaining/installing and checking posts. All posts assigned to a specific location shall remain at that location for the duration of their lifespan, unless instructed by the Authorised Officer.
- 3.28 Goal posts, crossbars and sockets will be provided by the Council at the commencement of the Contract. The Contractor shall then be responsible for the erection and maintenance of these items, in accordance with the guidance from the relevant football Association and the Rugby Football Union, including such items such as net hooks.
- 3.29 At the commencement of the Contract, the Council shall provide stock levels of football and rugby posts and sockets. These stock levels allow the Contractor to take immediate action to replace equipment that is beyond economic repair.
- 3.30 The Contractor shall draw from this stock and will inform the Authorised Officer when stock levels fall to the minimum levels. Following instruction from the Authorised Officer the Contractor shall be required to organise re-ordering of items to ensure

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that adequate stock is available at all times. The Council will be responsible for the cost of stocks purchased.

- 3.31 The Council will supply sets of football nets direct to football clubs at the start of the season, and it will be the clubs' responsibilities to erect and dismantle nets before and after games.
- 3.32 The Contractor shall, within three working days of the commencement of the playing season for football and rugby, erect goal posts. Prior to erection, these posts must be wire-brushed or sanded to remove any rust or decay, brushed and painted with a primer, undercoat and gloss coat of paint by the Contractor.
- 3.33 In the event of any goal equipment being vandalised, damaged or stolen, the Contractor shall repair or replace such posts as appropriate in advance of any match that is to be played on the site affected. The Council will pay for replacements to vandalised and stolen goal posts and for damage caused by third parties. Repairs and installation of replacements by the Contractor will be from the Sports Facilities Stock Levels.
- 3.34 During the playing season, the Contractor shall inspect all goal posts, crossbars and sockets each week to ensure that they are safe, secure and upright prior to matches and shall ensure that they are free of mud and other debris. Crossbars must be equipped with a full set of net hooks. Posts must be aligned vertically and any item that exhibits signs of potential failure should be replaced as necessary. When replacement sockets are required, new sockets must always be used.
- 3.35 Prior to post erection, the Contractor shall inspect all sockets to ensure that they are in good condition, reporting any damage in writing to the Authorised Officer. The Contractor shall replace or repair any stolen or damaged sockets. New sockets shall be located in the corrected position and set vertically into ground and concreted into position with the top of the socket being 50mm below ground surface level. This inspection/repair programme must be undertaken six weeks before the commencement of the playing season.
- 3.36 At various times during the period of the Contract, the Authorised Officer will issue to the Contractor schedules indicating the date of the end of the playing season for each particular pitch. Within three working days of this date, the Contractor shall remove posts and return them to his depot where the Contractor shall place them into a secure store. All posts must be labelled with the appropriate site name and reference number. All sockets shall be capped off to ensure that there is no risk of humans and dogs sustaining any injury from an uncapped socket.

#### Mowing

- 3.37 Football and rugby pitches must be cut during the season in such a way to produce a striped effect down the length of the pitch and in accordance with Grass Cutting Schedule in Table 1.

#### Fertilising

- 3.38 The Contractor shall apply two separate quantities of granular fertiliser approved by the Authorised Officer, at the rate of 7 x 25kg (N.P.K.5.10.10) per pitch in April/May in readiness for the end of season renovation operations and 10 x 25kg (N.P.K.10.15.10) per pitch in September/October, as determined by the Authorised

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Officer and when rainfall is imminent. This material must be evenly distributed across the whole surface of the playing area.

- 3.39 On no account is fertiliser to be applied during periods of drought or in windy conditions. The Contractor shall give 24 hours' notice of his intentions to apply fertiliser.

### Slitting Aeration

- 3.40 During the year, the playing area must be slit using a tractor-towed implement of minimum weight 750kg. The implement must be used in such a way that the passes of the machine overlap by a minimum of 30cm. Slitting tines must be sharp and set to cut through the turf without disturbing the playing surface and without tearing. Penetration depths shall be in accordance with ground conditions and as required by the Authorised Officer, ranging between 100mm, 155mm, 200mm and at 100mm centres. This operation shall be carried out once per month at regular intervals from October-March when ground conditions permit.

(Indicative number of operations is a minimum of 5)

### Chain Harrowing

- 3.41 During the playing season, the Contractor shall make provision to harrow the pitches using a 'flat' chain harrow once every 2 weeks from October to the beginning of March, to create a striped effect along the length of the pitch. Any accumulations of mud and debris must be swept up and disposed of in the proper manner.

(Indicative number of operations is a minimum of 5)

### Sanding

- 3.42 To improve and assist drainage through the playing season, the Contractor shall with a digging fork regularly spike, to a depth of 300mm, football goal mouths, centre circles and areas where damage has been caused by rugby scrummages. On completion, lime-free sand must be applied to the area and worked into the holes.

(Indicative number of operations is a minimum of 1)

### End of Season Renovation

- 3.43 At the completion of the playing season, as determined by the Authorised Officer for each pitch, the Contractor shall immediately undertake renovation works and be completed by the end of May each year.
- 3.44 A pre-seeding fertiliser to be approved by the Authorised Officer must be applied. Where football pitches become cricket outfields, these must be completed prior to the start of the cricket season.
- 3.45 Areas devoid of grass in football goal mouths, centre circles and other worn parts such as scrumage areas must be forked over to a depth of 75mm, incorporating a Surrey Loams Ghost 25 top-dressing, or similar approved material. Each goal mouth must receive 1 tonne, and centre circles and badly worn scrumage areas shall receive 0.5 tonne. Cultivate to a workable fine tilth, grade and restore to existing contours, areas to be trodden to an approved degree of firmness to provide an

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approved seed bed prior to sowing an approved grass seed mixture. Sow seed at 72 g per m<sup>2</sup> and lightly rake in to restore levels.

### Overseeding

- 3.46 Pitches shall be overseeded in 3 directions using a Charterhouse Overseeder, or similar approved equipment, set to operate into the soil profile, each pass to be carried out at 60 degrees to that of the previous pass. The overseeder shall be set to deliver grass seed at 10 g per m<sup>2</sup> on each pass, i.e. 30 g in total per m<sup>2</sup> upon completion. Immediately following overseeding, the entire area treated shall be chain harrowed so as to ensure an even application and correct any minor levels of disturbance.
- 3.47 Grass seed mixture shall be as specified in Appendix B.
- 3.48 Areas to be treated:-
- a) Football and Rugby - 20 metres wide down the centre of the length of the pitch (i.e. 10 metres each side of the middle length). One pass down the entire length of each touch line.
  - b) Mini Soccer - 6 metres wide down the centre of the length of the pitch inclusive of goal areas. One pass down the entire length of each touch line.
- 3.49 The Contractor shall be responsible for the upkeep of the reinstated areas referred to above. Any yellowing or die-back, or failed areas, shall be replaced or reseeded by the Contractor until the sward has reached a healthy appearance to the satisfaction of the Authorised Officer.
- 3.50 Should, in the opinion of the Contractor, ground conditions be such that it is not possible to carry out these elements of work within the time period set, the Contractor shall notify the Authorised Officer who may, at his discretion, set an amended completion date, compliance with which should be treated in the same manner.
- 3.51 The above method of renovation work may extend to other grass areas as required within the Contract Area, as directed by the Authorised Officer.

### Football and Rugby Pitch Schedules

#### Maintain Senior Football Pitch

Pitch size 110yds x 70yds

- 3.52 Maintain senior football pitch as specified.
- 3.53 The Contractor shall include for the supply of all materials
- 3.54 Posts, crossbars and sockets will be supplied by the Council.

#### Maintain Mini Soccer Pitch

Pitch size (Under 10s) 60yds x 40yds  
Pitch size (Under 8s) 40yds x 30yds

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3.55 Maintain mini soccer pitch as specified, but no requirement for posts and cross bars.

### Maintain Rugby Pitch

Pitch size 140 metres x 70 metres.

3.56 Maintain rugby pitch as specified.

### Other Sports Schedules

(Schedule of Rates Items)

3.57 Mark out 400x8 lane including staggers etc. running track

3.58 Mark out javelin.

3.59 Mark out discus.

3.60 Mark out shot.

### Outdoor Sports Courts

#### General

3.61 For the purpose of this Specification, outdoor sports courts include:-

- Tennis Courts
- Synthetic Turf Pitch

3.62 All courts must be kept in a state of readiness for play by 08:00 hours throughout the year.

#### Tennis Court Maintenance

3.63 The Contractor shall sweep courts, collect all arisings and remove them for proper disposal as often as required to maintain a non-slip surface to the courts. Mechanical blowers are NOT permitted.

(Indicative number of operations a year is 52)

3.64 The Contractor shall collect, remove and dispose of leaves, blossom and any other deleterious matter as often as required to maintain a clear surface. Blowers may be used to assist with this operation.

(Indicative number of operations a year is a minimum of 52)

3.65 Any broken glass must be swept up immediately and disposed of in the proper manner.

3.66 Whilst undertaking these operations, the Contractor shall have regard to the condition of the courts surfacing and perimeter fencing and report any defects to the Authorised Officer.

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- 3.67 At each routine visit, the Contractor shall inspect tennis nets and winder handles and adjust as required, ensuring that the required height is maintained. Any badly worn nets shall be replaced with new from the Contractor's stock.

#### Sand-Filled Grass Pitch Maintenance

- 3.68 The Contractor shall maintain a safe, level, moss and weed-free playing surface. It is essential that the surface is kept permanently clean and free from mud and other debris.
- 3.69 No leaves, twigs, litter and any deleterious matter must not be allowed to accumulate and all must be removed weekly prior to brushing the surface.
- 3.70 Brushing must be carried out weekly to redistribute the sand, lift up the pile of the carpet and remove surface dirt. A Hako Variette-type rotary brush (or similar approved) must be used.

(Indicative number of operations is a minimum of 52)

- 3.71 The perimeter of the pitch must be kept weed-free. Any individual weed growth on the pitch must be treated with a selective weed-killer and, following treatment, any weeds remains must be removed.
- 3.72 Any moss must be treated with a proprietary moss-killer in accordance with the manufacturer's instructions and, following treatment, dead moss must be thoroughly brushed out.
- 3.73 There will be a need to replace sand, especially to top up the corner points, goals areas and penalty spots. Sand to be used is a Leighton Buzzard-type 16/30 grade 0.5–1.0mm particle size. The Contractor shall include within his rates for the supply of sand.
- 3.74 When the sand infilling has become noticeably compacted, or if the drainage capacity appears to be reduced, it will be necessary to vigorously brush the pitch with a Hako Variette-type rotary brush (or similar approved) so as to lift the sand out of the carpet and then carefully brush back in. This operation shall be carried out twice a year and only in dry conditions. Great care must be taken where woven in lines exist; the Contractor must not brush across these lines.
- 3.75 Line markings must be remarked each week using a phenol-based line-marking paint for artificial grass that has been approved by the Authorised Officer.

#### Outdoor Sports Court Schedule

##### Maintain Outdoor Hard Sports Court

- 3.76 Maintain tennis as specified.

##### Maintain Sand Filled Synthetic Pitch

- 3.77 Maintain sand filled synthetic pitch as specified.



#### 4 HEDGE CUTTING AND MAINTENANCE

##### General Hedge Cutting/Maintenance

- 4.1 Hedges can be cut using mechanically operated shears or reciprocating hand-held cutters or tractor mounted flail. When cutting hedges, the severity of cut shall be such that the current year's growth is removed back to the old wood, so that a level surface and uniform height can be achieved.
- 4.2 Immediately on completing such hedge cutting/maintenance, or on leaving the site, whichever is the earlier, all arisings must be cleared from site and removed immediately for proper disposal.
- 4.3 Any clippings lodged in the top or side of hedges must be removed on the same day as the hedge cutting operation, and cleared and removed immediately from the site for proper disposal.
- 4.4 During the hedge cutting operation, any weeds, litter, debris and abandoned Waste must be cleared from the hedge and the hedge base on the same day and cleared and removed immediately from site for proper disposal. The Contractor shall have allowed in his rates for attending to hedge bases on a monthly basis to remove weeds, litter, and any other Waste material.
- 4.5 Hedges shall be cut in accordance with Table 2 below. The method & timing will take into account the individual plant species/type and be in accordance with the Royal Horticultural Society guidance.
- 4.6 The Contractor shall inform the Authorised Officer within his programme of work of the specific dates on which such operations are to be undertaken.

**Table 2.**

Hedge Pruning	Type	Frequency	Method
Category A	Privet, Lonicera etc.	x1 June x1 Sept	Shears/Hedgecutter
Category B	Common hedgerow	x1 Summer x1 Winter	Flail/hedgecutter
Category C	Beech, Pyracantha	x1 - Nov-Jan	Shears/Hedgecutter
Category D	Laurel, Escallonia etc.	x1 - Aug	Sec/shears
Category E	Ilex, Yew etc.	x1 - Spring	Shears/Hedgecutter
Category F	Lavender, Hypericum etc.	x1 - Oct	Shears/Hedgecutter

- 4.7 At certain times, the Authorised Officer may instruct the Contractor to undertake other hedge cutting operations, including the cutting of individual shrubs to shapes as determined by the Authorised Officer. Such shrubs shall be treated in the same manner as previously described for hedges above, although the additional use of loppers or saws maybe required. Such operations shall only be carried out upon the instructions of the Authorised Officer. Payment for this additional work shall be made in accordance with Daywork Rates.

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- 4.8 Where hedges are found to house nesting birds between April to September a 5m exclusion around the nest must be observed in accordance with the Wildlife and Country Side Act 1981

### Hedge Replacement

- 4.9 If, as a result of accident, vandalism or disease, hedges require replacement, the Contractor shall notify the Authorised Officer immediately such problems are identified.
- 4.10 If, on inspection, the Authorised Officer considers it necessary to replace hedges, the Contractor shall undertake the following operations, such work being commenced within five days of the issue of instructions. Payment for this additional work shall be in accordance with the Schedule of Rates:-
- a) All dead diseased or damaged plants shall be removed and their roots excavated and removed immediately for proper disposal.
  - b) Plants adjoining any gap created shall be pruned to remove all exposed dead wood and to promote re-growth of the plants.
  - c) The soil in the gap created shall be well dug, incorporating the Council's compost, or other material as prior approved by the Authorised Officer.
  - d) During the appropriate planting season, the Contractor shall plant the prepared area with plants supplied by the Contractor and approved by the Authorised Officer. These shall be planted in a double offset row at 40 cm, spacing 30 cm between rows.
  - e) If required by the Authorised Officer, temporary fencing shall be erected to protect the newly planted hedging. This will be 1.20 m high post-and-wire fencing, supported with 1.80 m posts to a maximum of 2.00 m spacing. All materials shall be provided by the Contractor and approved by the Authorised Officer and shall comply with BS 1722 part 2 1973 type B 6/96/30W.
  - f) Immediately upon completion of such hedge replacement, or on leaving site, whichever is the earliest, all Waste arisings must be cleared from site and removed for proper disposal.
  - g) The Contractor shall be responsible for watering of the newly planted hedge until it is fully established.

### Hedge Cutting and Maintenance Schedules

#### Hedge Cutting / Maintenance

- 4.11 Cutting and maintenance as specified. Cutting shall comprise the top, ends and both sides of hedges, unless otherwise directed by the Authorised Officer, with mechanically operated shears or reciprocating hand- held cutters. The Contractor shall have allowed in his rates for attending to hedge bases on an eight weekly basis to remove weeds, litter, and any other Waste material.

#### Hedge Replacement (Schedule of Rates item)

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4.12 Replace section of hedge as specified above

Temporary Fencing  
(Schedule of Rates item)

4.13 Erect temporary chestnut fencing as specified above

## 5 HORTICULTURAL FEATURES

### General

- 5.1 Beds and borders comprise roses, shrubs and herbaceous plants and shall be maintained in a way that presents an attractive amenity and allows development of plants to be in keeping with the type, shape, size and aspect of the beds.
- 5.2 Grass edges shall be trimmed with long handled shears or other method to maintain the cut line of the edge and is included as part of the grass cutting operations in 100 Series Grass Cutting Specification. Strimmers may not be used.
- 5.3 All works undertaken in the maintenance of shrubs, roses, herbaceous borders or similar features must be carried out in accordance with good horticultural practices as prescribed by the RHS and the relevant British Standards.
- 5.4 The Contractor shall submit a programme of work prior to commencement of the Contract, detailing the specific dates of attendance and to the satisfaction of the Authorised Officer. This programme shall differentiate between the respective maintenance routines for roses, shrubs and all bedding.
- 5.5 The Contractor shall note that 'hoeing, weeding and raking' is effectively a generic term used simply to describe a cultural method of weed treatment. It is understood by experienced gardeners that it is inevitable that the use of one's hands is required at times during this activity. This is universally accepted as certain species such as chickweed, which occur in virtually all horticultural features, can entangle themselves around the display species.

### Vandalism

- 5.6 If, at any time, the Contractor becomes aware of any instances of vandalism to any feature or area of work, he shall verbally inform the Authorised Officer within 24 hours of the nature and extent of the vandalism or damage, this being confirmed in writing by the Contractor within 5 working days.
- 5.7 Upon receipt of instructions from the Authorised Officer, the Contractor shall make good the damage and in such cases the Contractor shall be paid for this additional work in accordance with the Dayworks rates.

### Weed Control

- 5.8 The Contractor shall ensure that all horticultural features are maintained in a clean, weed-free and litter-free condition at all times and visited on a regular basis to remove all litter, refuse, debris and abandoned Waste for proper disposal.
- 5.9 Care must be taken that weeding does not disturb, expose or damage the roots of plants in situ.
- 5.10 Immediately following maintenance visits, trodden down areas must be loosened and the top surface of the bed must be lightly hoed to remove footprints.

### Rose Beds and Borders

- 5.11 The Contractor shall prune all plants in accordance with the appropriate Royal Horticultural Society and British Standards guidance and in accordance with the categories in Table 3 below:

**Table 3.**

<b>Rose Pruning</b>	<b>Type</b>	<b>Frequency</b>
Category A	Shrub & miniature	x1 – Feb-Mar
Category B	Hybrid tea	x1- Mar x1 Oct-Nov
Category C	Floribunda	x1 Mar x1 Oct-Nov
Category D	Climbers	x1 Summer/Autumn (as per species)
Category E	Ramblers	x1 Summer/Autumn (as per species)
Category F	Dead-heading/bed maintenance	8 weekly June – Oct

- 5.12 Following any operations on rose beds, all prunings, weeds, debris, litter and abandoned Waste must be immediately removed from site for proper disposal.
- 5.13 The Contractor shall remove any shoots or branches causing obstruction to any pedestrians or vehicles or footpaths or other hard areas when undertaking any operations on rose beds.
- 5.14 Each year, the Contractor shall undertake the following rose bed operations.

### Pruning

- 5.15 The Contractor shall prune all plants in accordance with the current British Standard or Royal Horticultural Society guidance.
- 5.16 The objective of pruning is to develop shapely rose bushes with vigorous and sturdy stems that are capable of producing flower.
- 5.17 During pruning dead, diseased and sucker growth must be removed and disposed of in the proper manner.
- 5.18 Naturalised roses and ramblers etc. shall be pruned back so that they do not cause obstruction to pathways, access routes or interfere with sightlines or visibility splays.
- 5.19 All roses and in particular climbers and ramblers shall be pruned so that they do not obstruct access and window openings or mask utility features such as hydrants and nameplates etc.
- 5.20 Pruning cuts must be angled away from, and approximately 5mm above, an outward facing bud.
- 5.21 For the purpose of this Specification, the various types of roses are classified as follows and in accordance with their growth and flower habit:-

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- **Shrub Roses** - Pruning shall generally be undertaken during February and March. Older wood must be cut back to the base and laterals must be cut back to 25% to 50% of their length.
- **Hybrid Tea and Floribunda Roses** - Shall be pruned back to approximately a third during November - December. During February and March, roses must be pruned to within four to six buds of the base of the previous year's growth. Non-flowering stems must be cut back to the base.

5.22 The Contractor shall rake beds clear of all prunings, litter, refuse, abandoned Waste, and other debris, all material being removed immediately from site for proper disposal.

### Weed Control

#### Hoeing, Weeding, Raking and Dead-heading

5.23 Perennial weeds shall be removed by forking so that no residual roots remain in the soil. Beds must be hoed, weeded and raked throughout the year to remove all weeds, leaves, litter and any other debris or deleterious material. Any weeds, litter, refuse, abandoned Waste and other debris or deleterious materials must be removed immediately from the site for proper disposal.

5.24 Throughout the autumn and by the end of December each year, the Contractor shall visit each bed and remove leaves and any litter or other Waste material for proper disposal. During June-September, the Contractor shall remove dead flowers as necessary and any suckers which may develop. Suckers shall be removed by pulling away at the heel. At each maintenance visit, the Contractor shall remove any shoots or branches causing an obstruction to pedestrians or vehicles on footpaths or other hard areas and any other areas, including grass areas.

(indicative number of operations a year is a minimum of 6 at 8 weekly intervals)

#### Remove/Replant Rose Stock

5.25 The Contractor shall inspect rose beds once per year during August, and shall notify the Authorised Officer of the presence of dead or missing plants, requesting instructions on action to be taken, using an appropriate form produced by himself and approved by the Authorised Officer.

5.26 On receipt of instructions by the Authorised Officer, such plants shall be removed immediately from site for proper disposal, and shall be replaced with new stock supplied by the Contractor and approved by the Authorised Officer. Planting shall take place during the period October-March at times when frost is not present in the ground, and the following sequence of operations and standards shall be adhered to by the Contractor. In such cases, the Contractor shall be paid for this additional work on the basis of rates included in the Schedule of Rates.

5.27 The Contractor shall first cultivate the ground prior to the planting of any plant material. Before planting, and prior to the removal of any containers, plants within each group shall be set out in an informal manner avoiding straight lines at all times, unless otherwise instructed by the Authorised Officer.

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- 5.28 Planting holes shall be large enough to accommodate the entire root system, and the sides and base of such pits shall be loosened up.
- 5.29 Excavated topsoil shall be broken down and mixed with approved planting compost applied at the rate of 1 x 80 litre bag per 12 planting holes.
- 5.30 Following the above operations, plants shall be carefully removed from their containers. (NB. If roots appear pot-bound, they should be carefully teased out without causing any damage. On no account shall any plant's root system be cut back. The plant shall be positioned in the pit which shall then be backfilled. After firming in, and all settlement is complete, the soil levels should be at the original soil mark on the stem of the plant.
- 5.31 Upon completion of all planting, the entire area shall be lightly hoed and raked to remove all foot marks, leaving a neat level surface.

### Rose Bed Schedules

#### Rose Bed Cultural

- 5.32 Maintain rose beds and borders in accordance with the aforementioned specification with cultural methods of weed control. The Contractor shall include within his rate the cost of the annual rose inspection.

#### Remove/Replant Rose (Schedule of Rates item)

- 5.33 Replace dead rose as specified above

### Shrub Beds and Borders

#### Mulching of Shrub Beds

- 5.34 The Contractor will be required to spread bark mulch to (to a depth of 100mm) areas designated by the Authorised Officer, and shall have allowed for this in his prices for shrub bed maintenance.
- 5.35 Prior to the application of the bark mulch, the Contractor shall either provide samples of the bark mulch, or facilitate inspection of stock materials by the Authorised Officer for his approval.
- 5.36 The Contractor shall note that the Council encourages the use of reclaimed Waste materials, for example, suitable disease-free wood chippings/prunings etc. Such materials should be approved for use by the Authorised Officer prior to application.
- 5.37 Prior to the initial bark mulching of the designated beds, the following sequence of operations shall be undertaken:-
- a) Prune all plants to remove dead or diseased material in accordance with the current appropriate Wisley Handbook as published by Royal Horticultural Society.

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- b) Hoe, weed and rake the bed and clear it of all weeds, litter, debris, abandoned Waste and remove such materials immediately from site for proper disposal.
- c) Following the above operations, the bark mulch shall be spread evenly across the whole bed to a minimum depth of 100 mm.

### Annual Maintenance of Mulched Area

- 5.38 Following the initial bark mulching exercise, all shrub beds shall fall under an annual programme for the maintenance of mulch.
- 5.39 The Contractor shall ensure that the minimum settled depth of bark mulch is maintained at a settled depth of 100 mm at all times.
- 5.40 Throughout the autumn and by the end of December each year, the Contractor shall visit each bed and remove leaves and any litter or other Waste material for proper disposal. At each maintenance visit, the Contractor shall remove any shoots or branches causing an obstruction to pedestrians or vehicles on footpaths or other hard areas and any other areas, including grass areas.
- 5.41 Throughout the year, the Contractor shall by hand or chemical means, as approved by the Authorised Officer, ensure that mulched areas are free of both annual and perennial weed species. Perennial weeds shall be removed by forking so that no residual roots remain in the soil. All weeds, litter, refuse, abandoned Waste and other debris or deleterious materials shall be removed immediately from the site for proper disposal.
- 5.42 The period of time between each maintenance visit shall, unless otherwise instructed by the Authorised Officer or delayed by ground conditions, be a maximum of 20 working days.
- 5.43 During each visit to the mulched area, any excess mulch found to be on adjacent footpaths, hard areas or grass areas shall be swept or raked up and redistributed evenly back onto the shrub bed.
- 5.44 The demarcation line between shrubs and grass or hard areas shall be clearly defined following each maintenance operation.
- 5.45 At each maintenance visit, the Contractor shall remove any shoots or branches causing an obstruction to pedestrians or vehicles or footpaths or other hard area, sight lines, windows, doors etc.
- 5.46 The Contractor shall remove all litter, leaves, refuse, abandoned Waste and other debris during such maintenance visits for proper disposal.

### Seasonal Shrub Pruning

- 5.47 Shrubs shall be pruned to remove bushy growth, diseased, dead or dying branches, and to retain plant growth to within an acceptable defined limit, as specified in the appropriate Wisley Handbook published by the R.H.S and to the height determined by the Authorised Officer individually for each site in accordance with Table 4 below.



**Table 4.**

Shrub Pruning	Type	Frequency
Category A	Spring & Summer Flowering	x1 cut – May-July
Category B	Summer/Autumn flowering	x1 cut – Nov-Jan
Category C	Winter Flowering	x1 - Mar–May
Category D	Cornus	x1 - Mar–April
Category E	Evergreen	x1 - July–Aug
Bed Maintenance	All	8 weekly (6 times per yr)

- 5.48 The Contractor shall have inspected the shrub areas prior to tendering and shall allow for the varying degrees of maturity and the extent of pruning required.
- 5.49 Generally, the Contractor shall prune shrubs according to flowering season:-
- a) Shrubs flowering from October to February shall be pruned in spring.
  - b) Shrubs flowering in March to July shall be pruned immediately after flowering.
  - c) Shrubs flowering in July to September shall be pruned back to old wood in January/February.
  - d) Evergreens shall be pruned as required by the Authorised Officer.
- 5.50 Where climbing shrubs are not self-supporting, the Contractor shall be required to attach the shrub to an existing artificial support by an approved 'twist and lock' support, supplied by the Contractor, suitable for woody stemmed plant material.
- 5.51 Following all pruning and cutting operations, the Contractor shall rake and remove from beds all prunings, cuttings, litter, refuse, abandoned Waste and other debris in accordance with Paragraph 1.36 above for proper disposal or reclamation/recycling as approved by the Authorised Officer.

### Weed Control

#### Hoeing, Weeding and Raking

- 5.52 Perennial weeds shall be removed by forking so that no residual roots remain in the soil. Beds must be hoed, weeded and raked throughout the year to remove all weeds, leaves, litter and any other debris or deleterious material. Any weeds, litter, refuse, abandoned Waste and other debris or deleterious materials must be removed immediately from the site for proper disposal.
- 5.53 Throughout the autumn and by the end of December each year, the Contractor shall visit each bed and remove leaves and any litter or other Waste material for proper disposal. During June-September, the Contractor shall remove dead flowers as necessary and any suckers which may develop. Suckers shall be removed by

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pulling away at the heel. At each maintenance visit, the Contractor shall remove any shoots or branches causing an obstruction to pedestrians or vehicles on footpaths or other hard areas and any other areas, including grass areas, windows, doorways, stairs, etc.

(indicative number of operations a year is a minimum of 6 at 8 weekly intervals)

### Enhanced Shrub Bed Maintenance

- 5.54 There are certain locations within the District that require a higher level of maintenance where the eight weekly maintenance visits is deemed to be insufficient. At these sites additional visits that fall in-between the scheduled eight weekly visits are required; resulting in a 4-weekly maintenance programme.
- 5.55 The work may include additional pruning to keep vegetation clear of ventilation grilles, fire exits, stairways, smoke sensors etc. Some of the locations require the works to be completed at a time and in a manner to cause minimal disruption to users of the building. Also, to prevent setting off smoke sensors etc., all mechanical machinery used to complete works must be electrical.

### Shrub Removal

- 5.56 The Contractor shall be paid for shrub removal in accordance with the Schedule of Rates. In submitting his rates, the Contractor shall have made due allowance for compliance with the relevant sections of this Specification.
- 5.57 Upon instruction from the Authorised Officer, the Contractor shall remove any shrub which has outgrown its existing site.
- 5.58 Whilst the Authorised Officer shall have absolute discretion as to whether any shrubs shall be removed, he would normally require any shrub exceeding 2 m high or 2-3 m spread to be removed. The Contractor shall remove the whole shrub, including surface roots, and backfill with approved topsoil as specified in Appendix B the root stump void, immediately after the shrub removal operation. All Waste arisings associated with the operation must be immediately removed for proper disposal.

### Shrub/Herbaceous Planting

- 5.59 The Contractor shall first cultivate the ground prior to the planting of any plant material. Before planting, and prior to the removal of any containers, plants within each group shall be set out in an informal manner, avoiding straight lines at all times unless otherwise instructed by the Authorised Officer.
- 5.60 Planting holes shall be large enough to accommodate the entire root system and the sides and base of such pits shall be loosened up.
- 5.61 Excavated topsoil shall be broken down and mixed with approved planting compost at the rate of 1 x 80 litre bag per 12 planting holes.
- 5.62 Following the above operations, plants shall be carefully removed from their container. If roots appear pot-bound, they should be carefully teased out without causing any damage. On no account shall any plant's root system be cut back. The plant shall be positioned in the pit and the pit backfilled. After firming in, and all

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settlement is complete, the soil levels should be at the original soil mark on the stem of the plant.

- 5.63 Upon completion of all planting, the entire area must be lightly hoed and raked to remove all foot marks and leave a neat level surface.

### Shrub Bed Schedules

#### Shrub Bed

- 5.64 Maintain shrub beds and borders in accordance with the aforementioned specification. The Contractor shall include within his rate the cost of the annual shrub bed inspection.

#### Highway Shrub Bed

- 5.65 As Shrub Beds, but will also include removal any overhanging branches from across the highway and footpath, obscuring traffic signs and interfering with sight lines.

#### Remove/Replant Shrub (Schedule of Rates item)

- 5.66 Replace dead shrub, as specified by Authorised Officer, with a new shrub grown in a 2-5 litre container.

#### Annual Bedding

- 5.67 The Council maintains a number of flower beds within prestige areas; these are planted twice per year with seasonal bedding plants.
- 5.68 For summer displays, the schemes shall be made available in November, for planting the following May; for spring displays, these shall be available in May for planting the following September/October.
- 5.69 Prior to each planting season the contractor will submit to the Authorised Officer for consideration and approval, the relevant bedding specification detailing the type/variety, quantity, quality and size of plants required, along with a planting plan indicating the proposed design/pattern of each bed.

#### Supply of Bedding Material

- 5.70 All spring and summer bedding material shall be supplied by the Contractor, unless otherwise instructed by the Authorised Officer. The Contractor's growing specification and nominated Plant Supplier must be approved by the Authorised Officer. The Contractor shall arrange with the Plant Supplier for the plants to be delivered and be available so that planting programmes are adhered to.
- 5.71 The Contractor shall make arrangements to take possession of, securely store, water, maintain and transport to site all the plant material from the Council's Nominated Supplier.
- 5.72 In the case of work not covered by measured items in this Specification and ordered to be placed with a Nominated Plant Supplier or subcontractor, the Contractor shall be reimbursed the net agreed amount of the Supplier's or subcontractor's account

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(after the deduction of all discounts obtainable for cash insofar as they exceed 2.5% and all trade discounts, rebates and allowances) with the addition of 5% to cover administration, profit, general attendance and all other liabilities. Such calculated costs shall not be adjusted in respect of Contract percentage reviews.

### Bed Preparation

- 5.73 Areas surrounding beds shall be protected during cultivation and thoroughly cleared of all arisings on completion of bed preparation.
- 5.74 Beds and borders shall be prepared and cultivated prior to each new planting operation.
- 5.75 Beds shall be cleared of the previous season's bedding to include removal of any unwanted plant material, bulbs, corms, tubers, stakes, ties etc. and removed for proper disposal at a time agreed with the Authorised Officer.
- 5.76 No bed shall be stripped in excess of 5 working days in advance of planting (unless otherwise agreed with the Authorised Officer) and no bed shall be stripped unless bed preparation is to be completed immediately.
- 5.77 The Authorised Officer shall give 10 days' notice to the Contractor of the date to commence planting of bedding, and the Contractor shall complete the operation within 15 working days of the approved commencement date. Normally, summer bedding plants shall be planted during the period May-June. Spring bedding plants should be planted during the period September-October.
- 5.78 The edges of all beds shall be re-cut using a half-moon edging iron, removing the minimum of material. All resulting Waste materials must be removed for proper disposal.
- 5.79 An organic soil conditioner/compost, 100mm thickness, shall be spread across the flower beds and be thoroughly mixed into the dig. Beds shall be cultivated by single digging to a depth of 250mm, ensuring that each spit is fully turned.
- 5.80 Perennial weeds, roots, stolons, rhizomes and all litter, refuse, abandoned Waste and other debris must be removed for proper disposal.
- 5.81 Beds must be trodden firm and raked to a fine tilth before being shaped level. Edges of cultivated beds must be pushed back to a slope of 45 degrees.
- 5.82 Stones in excess of 20mm and other deleterious material brought to the surface by cultivation must be removed for proper disposal.
- 5.83 The day prior to planting, prepared beds must be irrigated to achieve a depth of penetration of at least 100mm. A surface application of an approved granular fertiliser 7:7:7 NPK shall then be applied at a rate of 30g per m<sup>2</sup>, or as in accordance with the manufacturer's recommendations, and lightly raked into the surface.

### Planting

- 5.84 Beds shall be planted, starting 15cm from the edge, and in accordance with the bedding schemes supplied by the Authorised Officer.

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- 5.85 Plants must be evenly spaced to the specified densities. Planting holes must be large enough to position the plants upright and to their propagated depth and must be firmed in by hand.
- 5.86 Dot plants and specimens must be supported with the least obtrusive stakes that offer adequate support to the plant.
- 5.87 Immediately following completion of planting each bed must be hoed through to remove footprints and to leave a neat cultivated finish.
- 5.88 All material including, stones above 20mm, plant boxes, pots, containers litter, refuse, abandoned Waste and other debris must be immediately removed from site for proper disposal.

#### Initial Watering

- 5.89 Plants shall then be thoroughly watered in at a rate of approximately 5 litres per m<sup>2</sup>, evenly distributed over the whole area to be watered. Care must be taken to avoid 'scorching' in direct sunlight conditions. The Contractor is required to make provision for his own water supplies.

#### Watering in Dry Conditions

- 5.90 Following the initial watering, the Contractor will be required to irrigate the planted flower beds as necessary or directed by the Authorised Officer, to maintain the plants in a healthy condition. The Contractor shall make provision for his own water supply and water shall be applied to penetrate to a depth of 75mm, using irrigation equipment approved by the Authorised Officer. This work shall be included within the relevant Schedule of Rates for annual bedding maintenance.
- 5.91 The Contractor shall examine flower beds regularly after planting until the plants are well established and new growth is evident. Any vandalism, theft of plants or damage must be reported immediately to the Authorised Officer.
- 5.92 The Contractor shall replace any rogue or mismatched plants, plants that die or fail, for any reason whatsoever, to produce an acceptable display or become diseased.

#### Maintenance

- 5.93 Throughout the year, beds and borders must be visited and treated as often as necessary throughout the period from planting through to clearance to maintain a pleasing appearance, free from all weeds, litter, leaves, debris and any other Waste material and to ensure all plants are kept in good health.
- 5.94 Exposed areas/portions of beds must be lightly forked or hoed to a depth no more than 50mm to prevent compaction and waterlogging at each routine visit to present a neat cultivated appearance.
- 5.95 All dead flower heads, weeds, litter, leaves, debris and other Waste material must be removed for proper disposal. Care must be taken to prevent damage by exposing plant roots and to avoid excessively treading beds. Edges of beds shall be pushed back to a slope of 45 degrees.

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- 5.96 The Contractor shall notify the Authorised Officer promptly of the presence of any pest or disease attacking or infesting plants. Upon receipt of instructions from the Authorised Officer, the Contractor shall, within three working days, treat such pests or diseases with chemicals provided by himself and approved by the Authorised Officer, in accordance with the provisions of Section 9, Pesticides Control.
- 5.97 Dot plants shall be inspected and maintained to ensure they afford full support to the plants. Temporary planting stakes must be removed as soon as practical. Where plants have outgrown their support, stakes and ties must be repositioned or replaced at each routine visit.
- 5.98 Plants loosened by weather conditions or other causes must be firmed in at each routine visit.

(indicative number of visits is a minimum of 12 at 4 weekly intervals)

#### Bulbs and Corms for Naturalising

- 5.99 The Contractor will be required in some years to undertake planting of bulbs and corms. Payment for this work shall be in accordance with the Schedule of Rates.

#### Supply of Bulbs and Corms for Spring Bedding

- 5.100 All bulbs and corms shall be supplied by the Contractor, unless otherwise instructed by the Authorised Officer. The Contractor shall allow for the collection of bulbs and corms and ensure that they are disease-free and in an optimum condition. The Contractor shall liaise with the Authorised Officer to determine the suitability of bulbs and corms for collection so as to ensure they are of the correct grade and quality.

#### Time of Planting

- 5.101 The Contractor shall plant spring flowering subjects in the period September to November, unless otherwise instructed by the Authorised Officer.
- 5.102 The Contractor shall plant summer flowering subjects in March, and less hardy subjects in April/May, unless otherwise instructed by the Authorised Officer.

#### Planting Site Preparation (Bulbs and Corms for Naturalising in Turf)

- 5.103 Where bulbs and corms are to be planted in turf, the Contractor shall cut the grass with an approved mowing machine, at a height appropriate for that particular Location, prior to the planting operation. Before cutting, the site must be cleared of stones, litter, refuse, abandoned Waste and other debris and the material removed from site for proper disposal.

#### Planting (Bulbs and Corms for Naturalising in Turf)

- 5.104 The Contractor shall carry out the planting of bulbs and corms in accordance with the following method:-
- a) By the use of a proprietary bulb planter, trowel or spade, the turf shall be removed and a planting hole twice as deep as the bulb or corm should be excavated, unless otherwise specified by the Authorised Officer. The bulb or corm shall be inserted uppermost and given a gentle twist so that the base is

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in firm contact with the soil. The turf shall then be replaced and firmed down gently.

- b) The average density of planting shall be 50 crocuses per m<sup>2</sup> and 35 daffodils per m<sup>2</sup>, unless otherwise instructed by the Authorised Officer.
- c) The Contractor shall carry out machine bulb planting in large open grass features as required by the Authorised Officer. The Contractor shall plant bulbs at the same density and make good any damaged turf etc. caused by machine planting operations.

### Annual Bedding Schedules

#### Annual Bedding

- 5.105 Planting and maintaining spring and summer bedding, in accordance with the Specification.

#### Replacement Stock

- 5.106 The Contractor shall maintain an adequate stock relevant seasonal bedding plants to be used to replace any plants that have been vandalised, stolen or failed. The Contractor shall include within his rates the cost to water, maintain in good healthy condition free from pests, weeds and diseases and to travel to site, remove damaged plants from flower bed for proper disposal and replant.

#### Carpet or Pattern Bedding

- 5.107 Certain of the floral beds scheduled are also suitable for the laying out of carpet or pattern beds, and may be so designated at the discretion of the Authorised Officer, usually in response to requests from organisations or bodies within the District.
- 5.108 If carpet bedding is required, The Contractor will prepare detailed designs for the required layout, including the choice, number and layout of the plants and other material required for the implementation of the scheme, which he will submit to the Authorised Officer for consideration and approval.
- 5.109 All plant material is to be supplied by the Contractor; however, if carpet bedding is not required, the Contractor is to plant the beds with summer bedding in accordance with the normal bedding schedule.
- 5.110 The contractor shall carry out additional maintenance visits as directed by the Authorised Officer, to keep specific carpet bedding plants (e.g. Alternanthera) regularly trimmed to keep all aspects of the design sharp. It should be expected that these type of bedding schemes will require weekly maintenance visits

#### Internal Planters

- 5.111 Internal decorative planters are provided and maintained at a number of locations, at Council premises within the District. A detailed list of locations, showing rooms or areas, type of planter, typical species of plants and size of plants is included in Appendix C.

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- 5.112 Maintenance of internal floral decorations shall be carried out on a fortnightly cycle throughout each year of the Contract. The Contractor shall ensure that all relevant maintenance operations are completed at each visit to ensure the plants remain in a healthy condition and free from pests and diseases. Maintenance will include: Cleaning plants & container, removal of dead leaves/stems, watering, pruning etc.
- 5.113 The Contractor shall supply replacement plants as necessary to maintain a good overall appearance of the display. Replacements plants supplied shall be on a like for like basis or as approved by the Authorised Officer.

#### Floral Displays for Civic Functions

(Schedule of Rates item)

- 5.114 From time to time the Council will require temporary floral displays at locations within the District for civic functions, VIP visits and similar events. This normally requires one display on alternative months throughout the year, but additional displays may be requested. A "typical" display consists of a mixture of cut flowers and decorative foliage set in florist foam, and displayed in an ornamental receptacle i.e. wicker basket measuring between 20-25cm in diameter. The completed display will be round or oval in shape and measure between 65-75cm in spread and height.
- 5.115 The finished display will be delivered by the contractor to the required location, at a date and time identified by the Authorised Officer. This will also include the collection and disposal of the display after the event, if required
- 5.116 Where temporary floral displays are to remain in place for more than one day, the Contractor is to arrange for the display to be maintained once each day, at a time to be agreed with the Authorised Officer.

#### Other Floral Displays

- 5.117 The Council's Nursery Service has historically provided floral displays and decorations at functions organised by various bodies or individuals within the District e.g. school speech days, parish council functions.
- 5.118 On request from the Authorised Officer, the Contractor will liaise with organisations or individuals referred to him by the Council, and with the Authorised Officer, to discuss and agree precise requirements.
- 5.119 If asked to do so, the Contractor will submit costed proposals to the Authorised Officer for consideration by the organisation or individual.

#### Remembrance Day Parades and Other Ceremonial Events

(Schedule of Rates item)

- 5.120 The Council's Nursery Service has historically been the custodian of a timber saluting dais and two 1070mm long x 200mm wide troughs accompanied by two 610mm diameter round tubs which supplement the dais and screen its base in order to add a greater decorative effect. These are used at Remembrance Day Parades and other ceremonial events within the District, for which the Contractor will receive a Variation Order containing particular instructions.



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- 5.121 The Contractor will, store securely under cover and maintain the dais and supplementary troughs.
- 5.122 Maintenance of the dais will consist of the timber surfaces being well rubbed down with medium and then fine grades of sandpaper, and the application of one coat of white undercoat and two coats of exterior grade white gloss paint during each year of the Contract. It is suggested that this routine maintenance should be carried out during July and August each year. Maintenance of the supplementary troughs will consist of a general clean using non-abrasive materials prior to installation
- 5.123 The supplementary troughs will be planted in a non-permanent manner with display foliage and floral plants, (in the ratio 2:1), and to a height no greater than 1000mm above the top surface of each container. Trailing foliage plants can be used but should be no longer than 150mm and should not cause any hazard to pedestrian passage. Attention in the choice of plant material should also be paid to the prevailing outside temperature at the time of display.
- 5.124 The floral displays will be completed on the Friday before the Remembrance Day parade is to take place, so that their suitability can be agreed by the Authorised Officer. The floral displays will then be maintained once each day, at a time also agreed by the Authorised Officer.
- 5.125 The Contractor will be given at least five days' notice when the dais and supplementary troughs are required for use The Contractor will arrange for the dais to be transported to the designated site and placed in the position required by the time requested. Subsequently, at the time requested, the Contractor will arrange for the dais to be recovered to the contractors secure store.

(routine maintenance as detailed is a Schedule of Rates item)

#### Supply of Christmas Trees

(Schedule of Rates item)

- 5.126 In November of each year, the Authorised Officer will submit to the Contractor details of requirements for the supply and installation of Christmas trees to various Council locations.
- 5.127 Alternatively the Contractor may be asked to provide details of costs at which he can supply, deliver and recover various sizes of Christmas tree, so that recipients are able to choose according to their requirements and budgets.
- 5.128 Within fourteen days, the Contractor will respond with costed proposals for the supply of trees requested, suitably containerised, including delivery to and subsequent recovery from each location on dates notified by the Head of Leisure Services.
- 5.129 Following recovery of trees from locations, the Contractor shall arrange either for their disposal at his designated tip, or for them to be mechanically chipped to provide material for mulch.

#### Supply of Bouquets, Floral Tributes, Wreaths etc.

(Schedule of Rates item)

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5.130 At frequencies and on occasions which cannot be predetermined, the Contractor will be asked to produce miscellaneous floral items for the Council, or for individuals or organisations linked to it.

5.131 Such requests will be routed via the Authorised Officer. The Contractor will produce costings in response to the request, and if these are acceptable to the Council, the individual or the organisation involved, an order will be issued to the Contractor for the works.

5.132 Items produced in response to such requests shall be of good appearance and shall have been prepared in accordance with good floristry practice.

## **6. CLEANSING OPERATIONS**

### General

6.1 The Contractor is required to undertake Cleansing within all Locations, to the standards specified. The Contractor shall include for the supply of all materials, tools and equipment necessary to carry out the work and state the methods to be used.

6.2 Litter picking shall be undertaken prior to mowing operations and shall be included for within the Contractors mowing rates. Litter picking shall also be required in between certain mowing operations and during the winter season as stated in Table 5 below.

6.3 If the Contractor needs to move any furniture to facilitate the cleansing operations (including re-painting or applying preservative), it must be replaced in its original position immediately after cleaning operations have been completed. Any holes or unsafe obstructions left whilst the item is being cleaned must be made safe by the Contractor and clearly marked as a hazard.

6.4 Where damage to furniture or a structure is likely to present a hazard to the public, the Contractor shall secure or carry out temporary repairs as may be necessary to ensure public health and safety and immediately notify the Authorised Officer. Furthermore, the Contractor shall make the general public aware of any potential hazard and keep them away from the area under treatment until the facility is safe and ready to use again.

6.5 All cleansing operations must be carried out in such a manner and at times as to cause minimum interference with the use of the facilities.

### Standards

6.6 The Gradings (which are substantially based upon those in the Code of Practice) are as follows:

- Grade A: free from all Litter and Sweeping
- Grade B: predominately free from Litter apart from a small number of small items thereof, and subject to a minor level of defacement by Sweepings.
- Grade C: widespread distribution of Litter and Sweepings, with minor accumulations thereof;
- Grade D: substantially defaced by Litter and Sweepings.

6.7 When assessing the standard of any item or part of an area which is required to be cleansed the Authorised Officer may at his discretion refer to the illustrative photographs showing examples of the Gradings which are contained in the Litter Code. Upon completion of each such Litter Picks all parts of each site to be Litter Picked shall be free from all Litter to a Grade A standard.

### Service Requirements

6.8 Cleansing operations for parks, open space and housing areas shall be subject to summer and winter programmes as follows:-

- a) the summer programme shall apply from 1st April to 30th September inclusive; and
- b) the winter programme shall apply from 1st October to 31st March inclusive.

6.9 Where the Contractor becomes aware of any instances of vandalism or damage within the Location, he shall, within 24 hours, inform the Authorised Officer of the nature and extent of the vandalism or any damage. Where the initial reporting is verbal, it shall be confirmed in writing within five working days. The Contractor may be required by the Authorised Officer to provide an estimate for the provision of certain remedial works. Upon receipt of instruction from the Authorised Officer, the Contractor shall make good the damage and in such cases the Contractor shall be paid for this additional work in accordance with Daywork Rates.

6.10 All Waste and arisings collected in the provision of this service shall be disposed of by the Contractor in the proper manner as per Paragraph 1.36.

6.11 The Contractor shall ensure that workers, undertaking the provisions of this service, take due account of the needs of the public using the Location and avoid any actions that may cause inconvenience or annoyance.

6.12 The Council will require clearance of litter and Waste resulting from any special events where the Authorised Officer requires the Contractor to attend such events at times outside of the normal working hours, the Contractor shall be paid for this additional work in accordance with Daywork Rates.

6.13 These general service requirements are common to all cleansing operations, and the Contractor shall have made due allowance for compliance with them within the tendered rates for all cleansing operations being undertaken.

6.14 These parks attract significant visitor numbers during the summer period and the Contractor should pay particular attention to these sites.

### Litter Picking programme

**Table 5**

<b>Litter Clearance</b>
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Litter picking to be undertaken on all grass areas prior to each scheduled mowing visit and 4-wkly outside of these periods to Grade A Standard

### Benches and Seats - Re-painting and Re-application of Preservative

- 6.15 Each year, the Contractor is required to re-paint/re-apply a preservative to park benches and seats as appropriate. Where necessary, the Contractor shall wash surfaces to remove dirt, grease and any other deleterious matter, thoroughly rub down and then wipe off with a damp lint-free cloth. Any defects must be reported to the Authorised Officer. Before re-painting, the Contractor must treat any bare wood/metal with an appropriate primer. The Contractor shall then re-paint or re-apply preservative to the bench/seat; the colour of paint and wood preservatives must be agreed by the Authorised Officer.

### Leaf Clearing

- 6.16 The Contractor, commencing in November, shall be required to clear leaves, litter, debris, twigs, fruits, deleterious matter etc. from grassed areas, paths, hard surfaces and horticultural features, beds and borders and be completed by the end of January each year. Leaves that fall on prepared sports pitches shall be removed prior to any new preparation or over marking. Leaves that fall on high amenity, fine turf and horticultural features, beds and borders must be removed at a maximum of seven-day intervals. In addition, blown leaves, litter etc. must be collected and removed from perimeters, under hedges and around trees. All arisings from this operation shall be disposed of in accordance with Paragraph 1.36.

(Indicative number of operations is a minimum of 3)

### Cleansing Schedule

- 6.17 Cleanse Locations to the specified standard.

## 7. PESTICIDES CONTROL, HORTICULTURAL CHEMICALS

### General

- 7.1 The Contractor and his employees shall ensure that all operations dealing with pesticides control shall need to comply with the provisions of those legal provisions specifically applicable to the acquisition, storage, use and disposal of chemicals, and in particular the Pesticide Regulations 1986, the Plant Protection Products Regulations 1997 and the Control of Substances Hazardous to Health Regulations 1999 (COSHH) and any statutory instruments, regulations or orders made hereunder and any subsequent legislation re-enacting, amending or extending the same (the 'legislation').
- 7.2 The Contractor shall ensure that his supervisors and operatives are fully conversant with all Codes of Practice and Guidance notes relating to the application of pesticides published by DEFRA (including former incarnations such as MAFF), HSE, BASIS and the RHS and that all applications of pesticides are correct in accordance with their requirements.
- 7.3 All herbicides, insecticides and fungicides to be used in the undertaking of the specified works shall be provided by the Contractor and subject to approval by the Authorised Officer prior to application.
- 7.4 The Contractor shall supply to the Authorised Officer, prior to the use of any pesticides, copies of the Control of Substances Hazardous to Health (COSHH) assessment and data sheets pertaining to the specific products/chemicals to be utilised.
- 7.5 The Contractor shall allow the Authorised Officer to have access at all times during the period of the Contract to inspect the storage facilities and the records of application of herbicides, insecticides and fungicides. If any of the requirements of the legislation are not complied with, the Authorised Officer may order any operation to cease forthwith until the situation is corrected.
- 7.6 Prior to the commencement of the Contract, the Contractor shall present the Authorised Officer with proof that all workers to be engaged in use of pesticides are suitably qualified or assessed, and shall ensure that only designated operatives are engaged in the application of such materials in accordance with the legislation.
- 7.7 The Contractor shall note that the proof of certification required by subsection 9.7 above shall consist of the original Certificates of Competence appropriate to the method of application to be utilised, which shall be submitted to the Authorised Officer who will photocopy them and return them immediately to the Contractor.
- 7.8 In accordance with DEFRA Guidance for the Control of Weeds on Non-Agricultural Land, the Contractor shall annually inform the local office of the Environment Agency for its approval of the products to be utilised.
- 7.9 The Contractor shall provide his workers with all protective clothing applicable to the materials being applied at any one time and shall give his workers access to such washing and cleaning facilities required.

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- 7.10 The Contractor shall ensure that all pesticides are properly stored and transported and shall provide a secure store as required under the terms of the legislation. Should such a store hold at any one time in excess of 200 litres of liquid material or 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 other works.
- 7.11 The Contractor shall ensure that his supervisors and operatives are fully conversant with all Codes of Practice and Guidance notes relating to the application of pesticides published the Health and Safety Executive (HSE) BASIS, Code of practice for using plant protection products 2006 and the RHS and that all applications of pesticides are correct in accordance with their requirements. The Contractor shall ensure that all pesticides used in any operations required by the Specification shall be approved for their appropriate application under the Control of Pesticides Regulations 1986, HSE Biocidal Products Regulations 2001 and the (the Biocidal Products Directive 98/8/EEC) and any amendments thereof.
- 7.12 The Contractor shall supply details of the appropriate registration of the store and the storekeeper to the Authorised Officer prior to the commencement of the Contract.
- 7.13 All machinery used in the application of pesticides shall be carefully maintained throughout the period of the Contract to ensure that correct application takes place and that no leakage occurs.
- 7.14 The Contractor shall ensure that the methods of applying materials proceeds in such a manner as to cause no damage or injury to any desirable plant, animal, machine or item of equipment. Any such damage shall be the responsibility of the Contractor who shall be required to make good any damage at his expense and be responsible for any claims for compensation arising from his actions or omissions.
- 7.15 In carrying out mixing of chemicals, the Contractor shall ensure that no spillage of chemicals takes place and that no damage results to vegetation, surfaces, plants or equipment. Any such damage shall be held to be the responsibility of the Contractor who shall be required to make good any damage at his expense and be responsible for any claims for compensation arising from his actions or omissions.
- 7.16 The Contractor shall ensure the timing of works shall be such that no spraying takes place during adverse weather, or when rainfall is expected in a time period which is less than that specified by the manufacturer of the chemical being used.
- 7.17 The Contractor shall ensure that the method of application and the undertaking of works do not lead to the pollution of any watercourse or water supply. Any such pollution shall be the responsibility of the Contractor and he shall be required to make good any damage at his expense and be held to be responsible for any claims for compensation arising from his actions or omissions.
- 7.18 The Contractor shall ensure that all Waste pesticide containers and surplus chemicals are correctly and legally disposed of in accordance with Paragraph 1.36 above, and that any Waste disposal facility utilised is appropriately licensed by the Environment Agency to receive that Waste.
- 7.19 In carrying out the application of pesticides, the Contractor shall ensure that no area is overdosed and that dosages of each particular treatment are in accordance with the manufacturers' recommendations, and that the total area specified is treated.

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- 7.20 Prior to carrying out any application of pesticides, the Contractor shall notify the Authorised Officer of his working plans, giving two working days' notice and updating the Authorised Officer at regular intervals. The progress of such work shall be reported daily using a form produced by the Contractor in a format to be approved by the Authorised Officer.
- 7.21 The Contractor shall notify the public of the fact that spraying operations are to be undertaken, in accordance with the legislation and to the satisfaction of the Authorised Officer.
- 7.22 Subsections 7.1 to 7.22 of this Specification are common to all pesticides control operations, and the Contractor shall have made due allowance for compliance with such general conditions within his rates for all operations being undertaken relating to pesticides control.

#### Treatment of Paths, Drives, Roads and Other Hard Surface Areas

- 7.23 The Contractor shall treat any paved areas with liquid-based herbicide, as approved by the Authorised Officer, to maintain the surfaces in a weed-free condition.
- 7.24 In order to ensure a weed-free condition, the Contractor shall monitor the treated areas and treat as necessary.
- 7.25 If, in the opinion of the Authorised Officer, the treatment has not given satisfactory results, the Contractor shall at his own expense re-treat areas as instructed to produce a satisfactory degree of control.
- 7.26 Maintenance to be in accordance with Table 6 below.

#### Treatment of Fence Lines, Obstructions and Bases of Buildings

- 7.27 The Contractor shall have allowed for the weed control of fence lines, obstructions and bases of buildings within his tendered prices for grass cutting operations and the weed control of paths, drives, roads and other hard surfaces.
- 7.28 The Contractor shall treat fence lines, obstructions and bases of buildings, to a maximum distance of 200 mm from the feature, with an herbicide as approved by the Authorised Officer. The treatment shall be carried out in such a manner that the growth of all vegetation is controlled for a period of 12 months from the date of application.
- 7.29 During this 12 months period, should any areas (in the opinion of the Authorised Officer) show any excessive invasion by weed species, the Contractor shall, at his own expense, re-treat areas as instructed to produce a satisfactory degree of control.

## Pesticides Control Schedules

**Table 6**

<p><b><u>FM1</u></b> - Green Lane footpaths</p> <p>The Contractor will cut back all vegetation (except trees) to a distance of 1 metre (unless otherwise specified) from the sides of the footpath to a satisfactory standard approved by the Authorised Officer. The minimum total footpath width at any site will be 2.5 metres after cutting unless the width is restricted by boundary walls, fences, other immovable objects etc. The vegetation will be cut back to allow easy access by pedestrians for a minimum period of one year. Should the footpaths become overgrown during the year following the work the Contractor will repeat the operations to restore ease of access at no extra cost to the Authority.</p> <p>Chemical sprays will not be used without the consent of the Authorised Officer.</p> <p>Vegetation overhanging the 2.5 metres footpath (including trees) will be cleared up to 3 metres above ground level unless otherwise directed. The Contractor will not cut overhanging vegetation originating from property not under Authority ownership without first notifying the Authorised Officer of his intentions and having been given approval.</p> <p>All woody vegetation must be trimmed to avoid sharp points and projections likely to endanger pedestrians.</p> <p>The Contractor will carry out all these operations once a year in late Autumn or at a time and frequency directed in this Contract.</p>
<p><b><u>FM2</u></b> - Hard Surface Maintenance</p> <p>Locations designated as (FM2) will be kept weed free at all times. All herbage is to be removed from the Location including any encroaching vegetation from border areas and the Location to be kept weed free by the cultural or chemical means.</p>
<p><b><u>FM3</u></b> - Shingle Area Maintenance</p> <p>Locations will be kept weed-free by manual means, taking care not to disturb bulbs and seasonal bedding planted within the shingle area.</p> <p>Under no circumstances will chemical application be used to control vegetative growth.</p> <p>The Contractor will carry out this operation at an 8 weekly frequency, from March to November inclusive.</p> <p>Following completion of the weeding operation, the Contractor will sweep the adjacent footpath(s) to remove all errant pea shingle, whether caused by this weeding operation or not.</p>
<p><b><u>FM4</u></b> - Aggregate Surfaced Footpaths</p> <p>Locations designated as will be kept weed free at all times. All herbage is to be removed from the Location including any encroaching vegetation from border areas and the Location to be kept weed free by the cultural or chemical means.</p>



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## 8. MISCELLANEOUS ANCILLARY SERVICES

### Garden Tidies / Void Properties

- 8.1 The Contractor shall be aware that the term 'garden' does not indicate any particular size. The sizes can vary from garden to garden and the Contractor shall take this into account.
- 8.2 The nature of work covers a broad spectrum of the horticultural range, but principally is aimed at a general one-off tidy up. During a typical garden tidy, the Contractor shall complete each of the following operations where necessary:-
- a) The grass must be cut to a height of 25 mm.
  - b) All soil areas must be cultivated and raked. If any feature abuts a grassed area, it must be edged with a half-moon edging iron or equivalent.
  - c) All shrubs/roses must be pruned to enable access and promote good shape and growth. This must only involve the removal of the previous year's growth.
  - d) Some gardens may be bordered with hedges, which must be clipped. The cutting of such hedges must only be back to the previous year's growth and must include the top and all sides.
  - e) Weeds where evident on pathways must be removed.
  - f) All litter, refuse abandoned Waste including Fly Tips and other debris, including Waste arisings created by the activities involved in a garden tidy, must be removed immediately from site by the Contractor for proper disposal, and disposed of in accordance with Paragraph 1.36.
- 8.3 Upon completion of a garden tidy, the Contractor's operatives shall obtain a signed confirmation form from the householder, or his/her representative, that the works have been carried out to their satisfaction. Forms shall be produced by the Contractor for approval by Authorised Officer, and copies of signed confirmation forms must be presented to the Authorised Officer at the end of each working week.

(Indicative number of operations is a minimum of 25)

### Ice/Snow Clearing

- 8.4 The Contractor will be required to provide cover for dealing with this work. This operation may arise during 'normal' working hours and/or outside of these times (Ref Section 1 - Emergency Work).
- 8.5 During periods of severe cold weather that could lead to the formation of slippery surfaces, the Contractor shall be required to carry out ice/snow clearing operations on roads, footpaths or any other area within parks, cemeteries, crematorium grounds, play grounds, car parks, sheltered housing and such other sites as determined by the Authorised Officer. The Contractor shall monitor weather reports and make suitable provision for all sites requiring ice/snow clearance, informing the Authorised Officer of the ice/snow clearing operations that have been undertaken.

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- 8.6 The Contractor, when clearing footpaths, shall only clear a path of 1.2 m width to allow reasonable access.
- 8.7 Ice/snow clearing can be undertaken by a combination of manual and mechanical means. The Contractor shall also apply grade IV rock salt at a rate of 40g per m<sup>2</sup> to the main drives and footways of cemeteries and crematoria prior to 08:30 hours and to the main drives and footways of parks prior to 09:00 hours in order to allow safe pedestrian and/or vehicular access at such Locations. Upon completion of the operation, the area must be left in a clean condition to allow safe pedestrian or vehicular use.

### Daywork and Emergency/Urgent Works

- 8.8 The Contractor shall be paid for daywork and emergency/urgent work in accordance with Daywork Rates.
- 8.9 In the event of major incidents, hazardous instances or emergencies, either natural or caused by vandalism, the Authorised Officer shall require the Contractor to be on-site within the time periods set out below depending on the urgency of the work to be completed or made safe. This instruction from the Authorised Officer shall be verbal, with written confirmation to be forwarded to the Contractor within forty eight hours.
- 8.10 Emergency Work - must be commenced within 1 hours of receipt of instruction and completed by the end of the working day, unless otherwise directed by the Authorised Officer.
- 8.11 Urgent Work - must be commenced within 24 hours of receipt of instruction and completed within 60 hours of instruction, unless otherwise directed by the Authorised Officer.
- 8.12 Normal Work - must be commenced on instruction from the Authorised Officer and completed within 5 working days of receipt of instruction, and the Authorised Officer must be informed of the expected date of completion.
- 8.13 Should the Contractor, for any reason, fail to respond to the instruction within the stipulated time period, the Authorised Officer shall be entitled to arrange for other persons to undertake any necessary works. In the event of such an occurrence, any costs incurred by the Council shall be deducted from monies due to the Contractor.

### Miscellaneous Ancillary Services Schedule

#### Garden Tidies

(Schedule of Rates item)

- 8.14 Carry out garden tidy in accordance with specification
- 8.15 Carry out ice/snow clearing in accordance with specification at the specified sites and as directed by the Authorised Officer. The Contractor shall include within his rates for the supply of grade IV rock salt.

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### Small Treatment Works & Pumping Stations

- 8.16 The Contractor will be required to complete the grounds maintenance at a number of small treatment works and 1 pumping stations located in a number of rural locations across the District. The maintenance operations required at each location vary from site to site, in that some include maintenance of hard surfaces, some grass-cutting/strimming and some have a mixture of both. The frequency of the maintenance visits is dictated by the Authorised Officer and can vary from year to year. A typical example of this is shown below:
- 8.17 The Contractor shall maintain the Hard Surfaces and Gravel/Shingle Areas at a frequency of four times a year. The occasions must fall within:
- 1) The first week of March
  - 2) The first week of June
  - 3) The first week of September
  - 4) The first week of December
- 8.18 The Contractor shall maintain the grass areas at a frequency of cutting of eight times a year. The occasions must fall within:
- 1) The first week of March
  - 2) The first week of April
  - 3) The first week of May
  - 4) The first week of June
  - 5) The first week of July
  - 6) The first week of August
  - 7) The first week of September
  - 8) The first week of October

### Grass, Hard Surfaces and Gravel Area Maintenance

- 8.19 The contractor shall remove any extraneous debris eg. Wind blown branches, twigs, leaves, litter, rubble, stones, bottles, papers and cans, from all hard surfaces, gravel areas and grass at the site. All extraneous items collected should be removed to the contractors designated tip-site, the cost is to be included in the overall price.
- 8.20 Hard surface and gravel areas will be kept weed free at all times. All herbage is to be removed including any encroaching vegetation from border areas. The location is to be kept weed free by cultural or chemical means. Any herbicide used must be certified and approved for use on hard standing areas and MAPP No. and COSHH data sheet are to be supplied before spraying works commence. There must be strict adherence to the conditions regarding the use of any chemicals.
- 8.21 If the chemical fails to adequately inhibit growth the contractor will be responsible for carrying out the manual control of weeds. It is considered essential that all areas adjacent to the kiosk, other items of equipment and the effluent sampling point (usually the outfall) are clear of vegetation and obstructions.
- 8.22 Following completion of the weeding operation, the contractor will rake level all gravel/shingle and sweep any adjacent hard-standing areas or footpaths to remove all errant gravel/shingle, whether caused by the weeding operation or not.

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- 8.23 The contractor will cut back all vegetation overhanging the main access footpath to the compound and vegetation encroaching into the compound from the boundary fence-lines up to 3 metres above ground level. All woody vegetation must be trimmed to avoid sharp points and projections likely to endanger pedestrians. All spoil arising from this work to be removed from site on the same working day, and disposed of at the contractors designated tip-site.
- 8.24 Mowing will take place on the full area of grass at the location up to the paving, fencing and any other boundaries. Any cuttings which escape from the machinery onto the adjacent paths, channels, carriageway, footway or other hard surfaces, must be swept up and spread evenly over the grass or disposed of at the designated tip by the contractor on the completion of the work.
- 8.25 The standard of grass cutting after completion shall be such that the finished height is even overall and must not exceed 35mm in height. All vegetative growth such as clover, other broad-leafed weeds, weed grasses, tree suckers and bramble will be deemed to be part of the grass sward.

(Indicative number of operations is a minimum of 15)

#### Garden Tidies / Void Properties

- 8.26 The Contractor shall be aware that the term 'garden' does not indicate any particular size. The sizes can vary from garden to garden and the Contractor shall take this into account.
- 8.27 The nature of work covers a broad spectrum of the horticultural range, but principally is aimed at a general one-off tidy up. During a typical garden tidy, the Contractor shall complete each of the following operations where necessary:-
- a) The grass must be cut to a height of 25 mm. General standard and maintenance as per Section 2
  - b) All soil/bed areas must be cultivated and raked. If any feature abuts a grassed area, it must be edged with a half-moon edging iron or equivalent. General standard and maintenance as per Section 5
  - c) All shrubs/roses must be pruned to enable access and promote good shape and growth. This must only involve the removal of the previous year's growth. Any vegetation found to be encroaching over pathways, windows, stairs, washing areas etc. will be cut-back/cleared as necessary. General standard and maintenance as per Section 5
  - d) Some gardens may be bordered with hedges, which must be clipped. The cutting of such hedges must only be back to the previous year's growth and must include the top and all sides. General Standard and maintenance as per Section 4
  - e) Weeds where evident on pathways must be removed.
  - f) All litter, refuse abandoned Waste including Fly Tips and other debris, including Waste arisings created by the activities involved in a garden tidy, must be removed immediately from site by the Contractor for proper disposal, and disposed of in accordance with Paragraph 1.36.

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- 8.28 Upon completion of a garden tidy, the Contractor's operatives shall obtain a signed confirmation form from the householder, or his/her representative, that the works have been carried out to their satisfaction. Forms shall be produced by the Contractor for approval by Authorised Officer, and copies of signed confirmation forms must be presented to the Authorised Officer at the end of each working week.

(Indicative number of operations is a minimum of 25)

#### Garage Forecourt and Hard-standing Areas

- 8.29 The contractor shall complete the grounds maintenance on a number of Garage Forecourt and Hard-standing Areas located throughout the district. The maintenance operations required at each location include the clearance of existing larger woody vegetation and subsequent chemical application of a suitable herbicide (certified and approved for the use on hard-standing areas) to kill all weed growth. The name of the chemical and the MAFF No. is to be supplied to the designated officer prior to application.
- 8.30 The quantity of locations is dictated by the Authorised Officer and can vary from year to year; however for reference, approx.. 100 locations were completed during 2012.

#### Garage/Hard Surface Area Maintenance

- 8.31 The Contractor shall remove any extraneous debris e.g. wind-blown branches, twigs, leaves, litter, rubble, stones, bottles, papers and cans, from all hard surfaces. All extraneous items collected should be removed to the Contractor's designated tip-site, the cost is to be included in the overall price.
- 8.32 Locations will be kept weed free at all times. All herbage is to be removed from the location including any encroaching vegetation from border areas. The location is to be kept weed free by cultural or chemical means. Any herbicide used must be certified and approved for use on hard standing areas and MAPP No. and COSHH data sheet are to be supplied before spraying works commence. There must be strict adherence to the conditions regarding the use of any chemicals. If the chemical fails to adequately inhibit growth the contractor will be responsible for carrying out the manual control of weeds.
- 8.32 The Contractor will cut back all vegetation overhanging or encroaching into the garage forecourt and hard-standing areas from the adjacent boundary fence-lines, up to 3 metres above ground level. All woody vegetation must be trimmed to avoid sharp points and projections likely to endanger pedestrians. All spoil arising from this work to be removed from site on the same working day, and disposed of at the Contractor's designated tip-site.

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## 9. MAINTENANCE OF CHILDREN'S PLAY AREAS

9.1 The Council has 8 number of play areas throughout the District.

9.2 The Contractor is required to undertake regular weekly inspections of all of the playgrounds and activity areas including MUGA and Tennis court owned or managed by the Council. Their purpose is to ensure that the playgrounds and activity areas are as safe and fit for use as is possible (having regard to practicability and available resources), and to ensure that any areas or items requiring Reactive Maintenance identified during the course of an inspection are speedily addressed.

9.3 Information with regard to each of the Sites is contained in Appendix D.

The inspections (and any subsequent follow-up Reactive Maintenance or other action implemented by the Contractor) are important separate activities, and shall be scheduled, undertaken and recorded as such by the Contractor. They are not to be regarded as adjuncts to other activities which the Contractor's staff may be carrying out in the vicinity.

9.4 The weekly inspections will be supplemented by an annual survey carried out by the Council's independent assessor. The purpose of this assessment is to:

- ensure the Council has an expert assessment of the suitability of its existing provision, and to plan replacement or new provision;
- ensure that the inspections required to be undertaken by the Contractor and the specified maintenance and repair regime for playgrounds and activity areas are the most appropriate in the circumstances;
- provide an additional check that the inspections required to be undertaken by the Contractor are being properly undertaken in accordance with the requirements of this Section.
- identify and implement any revision to the scheduled Operational or Planned Maintenance work, or any other works of maintenance, repair or replacement which may be required at any Site at that time.

### Inspections to be Undertaken

9.5 The Contractor is required to inspect the whole of each Site from time to time specified in Appendix D at the times hereafter specified, and to take any necessary follow-up Reactive Maintenance or other action, in accordance with the requirements of the Contract.

9.6 The Contractor is to inspect all of the following:

- All hard and soft surfaces (including any planted areas, mounds and ditches as appropriate);
- Boundary fences, walls, boulders, grass swathes, gates, accesses and the like;
- Play Equipment including safety surfaces;
- Site Furniture (e.g. seats, bins, art installations or the like).

### Frequency of Regular Inspections

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9.7 The Contractor shall carry out the specified inspection and undertake any necessary follow-up action at a weekly frequency. The precise days and times at which inspections etc. are to be carried out and the methods to be used are further detailed below.

#### Methods and Purposes of Regular Inspections

9.8 Prior to the Commencement Date the Authorised Officer shall prepare inspection sheets for all the playgrounds and activity areas to be inspected pursuant to the provisions of this Section. These sheets will identify every area, item etc. which is to be inspected at each of the Sites, and provide for a finding as to its condition to be entered against each of the same.

9.9 The Contractor is required to complete the relevant inspection sheet on his weekly inspection of each Site, at the time of inspection. Committing to memory or making notes at the time, and subsequently attempting to transcribe these onto the inspection sheet will not be an acceptable method of undertaking the inspection obligations

9.10 The Contractor shall undertake each inspection for the purposes of ascertaining, by means of visual inspection (and operation in the case of Play Equipment and other dynamic items on Site), whether each area, item or thing to be inspected:

(i) meets any statutory or regulatory requirement or guidance as to its performance, standard or condition, and

(ii) meets any specific requirement of the Contract as regards its performance, standard or condition, and

(iii) appears to be safe and fit for its purpose, and

(iv) is not otherwise dangerous, damaged or defective in any other way,

subject in all instances to this being ascertainable by the use of such an inspection methodology.

9.11 Each completed inspection sheet shall be signed and dated by the member of the Contractor's staff who has carried out the inspection.

9.12 The Contractor shall ensure that the member of his staff who has carried out the inspection makes an entry against each item on the inspection sheet (e.g. by way of a tick or similar), even if the item concerned satisfactorily meets all the requirements set out above.

9.13 The Contractor shall supply an electronic copy of each completed inspection sheet to the Authorised Officer within 24 hours of its completion and contact the Authorised Officer immediately should an item be of serious risk.

9.14 The Contractor shall retain a copy of each inspection sheet for a period of not less than 4 years (or until such other date as the Authorised Officer may require), so as to ensure that it is available in the event of accident etc. The record may be kept in electronic format approved by the Authorised Officer



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(e.g. by scanning each sheet into a database set up for that purpose). All retained records shall be passed to the Council upon termination of the Contract (howsoever occurring).

#### Times at Which Inspections are to be Carried Out

- 9.15 The regular weekly inspections shall be undertaken during normal working hours over the period Monday – Friday (inclusive) in each week. The weekly inspection shall be performed once in any period of 7 days (inclusive of Bank Holidays), with no more than 8 days and not less than 6 days between each repetition of that operation (52 times/year).

#### Preparation and Approval of Contractor's Inspection Schedule

- 9.16 Following receipt of the inspection sheets for the playgrounds and activity areas prepared by the Authorised Officer pursuant to the above provisions, the Contractor shall prepare a schedule of the regular inspections to be made each week for approval by the Authorised Officer. This shall specify as a minimum:
- the resources in terms of manpower, vehicles etc. to be applied to the inspection process;
  - the timetable for inspection of all the Sites over the course of the permitted days in each week, which shall as a minimum detail:
    - the name of each Site;
    - the location of each Site;
    - a unique reference number for each Site;
    - the day upon which each Site will be inspected (Monday to Friday);
    - the time of inspection (either a.m. or p.m.).
- 9.17 In deciding whether to approve the schedule the Authorised Officer will principally be concerned to ensure that the proposed schedule provides sufficient time and resources for each inspection to be properly and effectively undertaken (and a reasonable allowance for any Reactive Maintenance or other follow-up action which may be required consequent upon the findings of the inspection).
- 9.18 The provisions of the Specification with regard to the approval of the Contractor's working arrangements shall apply to the approval of the proposed inspection schedule as if the same were, for the purposes of those provisions, part of the Contractor's working arrangements referred to therein.
- 9.19 The Contractor shall take all necessary steps to ensure that his inspection schedule is approved by the Authorised Officer prior to the Commencement Date, as it is essential that the regular inspections commence immediately thereafter.

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- 9.20 The Contractor shall ensure that he adheres to the approved inspection schedule at all times after its approval by the Authorised Officer. Deviation from its terms will only be permitted in an emergency, and then only after prior telephone consultation with the Authorised Officer.
- 9.21 The Contractor is required to make use of digital photography to record instances of faults, vandalism, the condition of Play Equipment or Site Furniture during their inspections or following a complaint, accident or injury, and in other instances in which it is necessary to do so. These images shall be emailed to the Authorised Officer.

Follow-Up Action to be Instituted by the Contractor

- 9.22 Any member of the Contractor's staff undertaking an inspection ('the inspector') shall be responsible for identifying and implementing any necessary Reactive Maintenance or other follow-up action required as a consequence of the outcome of the inspection, and shall be empowered to act on the Contractor's behalf in that regard.
- 9.23 All inspectors shall be equipped with a mobile telephone for the purposes of implementing immediate follow-up action where this is required.
- 9.24 The inspector shall have absolute discretion to determine what follow-up action is required in any particular circumstances, and to immediately implement such action. This may involve action in respect of a particular item or items (e.g. appropriate Reactive Maintenance to an item of Play Equipment), or in a serious case in respect of the whole Site. Reactive Maintenance to effect the removal or disabling or minor repair of an individual item would be expected where feasible, using appropriate means to achieve this end. Alternatively the identification of an immediate hazard of a substantial nature might require the closure of the whole Site.
- 9.25 The inspector shall be provided by the Contractor with equipment suitable for securing items/Sites, such as chains and padlocks, barrier tape, fencing. Such equipment shall be carried by the inspector in his vehicle, and be available for immediate use at all times.
- 9.26 The inspector shall likewise be equipped by the Contractor with a supply of suitably worded pre-prepared signs in order to notify users that an item of equipment or furniture has been placed out of use, an area is potentially dangerous and not to be accessed, a Site is closed etc. The inspector shall utilise an appropriately worded sign(s) to notify users of the follow-up action taken.
- 9.27 The wording of all pre-prepared signs shall be approved by the Authorised Officer before first use.
- 9.28 The Authorised Officer shall be immediately notified by mobile telephone where follow-up action involves the closure of a Site or an item of play equipment is not fit for purpose.

### Requirements as Regards to Inspectors

- 9.29 The Contractor shall ensure that every member of his staff employed by him as an inspector is suitably qualified to act as an inspector for the purposes of the Contract. In particular any inspector shall have successfully completed a playground inspection & maintenance course approved by the Authorised Officer. Approval will generally only be given for courses provided by nationally recognised training agencies (e.g. ROSPA, ILAM etc.); 'in-house' training courses will not generally be regarded as sufficient.

### Sites and Equipment Etc. to be Maintained

- 9.30 The Contractor is required to undertake the maintenance and repair of the playgrounds and activity areas owned or managed by the Council, and of the Play Equipment and Site Furniture within each of these Sites.
- 9.31 Information with regard to each of the Sites (including the Play Equipment and Site Furniture to be found at each Site) is contained in **Appendix D**.

### Standards to Which Sites and Equipment Etc. are to be Maintained

- 9.32 The Council is concerned to ensure that a satisfactory level of safety is afforded by the design, construction, installation and maintenance of the surfacing and play equipment provided at each Site. In order to meet this requirement the Council has adopted the following British Standards as primary standards in relation to such matters:

#### BSEN 1176-1 to 7: Playground equipment

- 9.33
- Part 1: General safety requirements and test methods.
  - Part 2: Additional specific safety requirements and test methods for swings.
  - Part 3: Additional specific safety requirements and test methods for slides.
  - Part 4: Additional specific safety requirements and test methods for runways.
  - Part 5: Additional specific safety requirements and test methods for carousels.
  - Part 6: Additional specific safety requirements and test methods for rocking equipment
  - Part 7: Guidance on installation, inspection, maintenance and operation.

#### BSEN 7188: Methods of test for impact absorbing playground surfaces

- 9.34 This standard describes the methods of testing impact absorbing surfaces. The tests include, impact absorbency, durability, flammability, slip and resistance to indentation.

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BSEN 1177:1998: Impact absorbing playground surfacing – safety requirements and test methods

- 9.35 This standard must be used in conjunction with BSEN 7188.
- 9.36 Whilst the above standards are not mandatory on Site providers, and compliance is not required by law, they do represent good practice and for that reason have been adopted by the Council. Accordingly the Contractor shall, insofar as is reasonable practicable and whenever relevant, apply these Standards in undertaking the maintenance and repair of playgrounds and play equipment.
- 9.37 The Council requires the Contractor in undertaking any maintenance, repair, reinstatement or replacement to do so:
- in accordance with any statutory or regulatory requirement or guidance as to the performance, standard or condition of the relevant area or item;
  - in accordance with any specific requirement or guidance as to the performance, standard or condition of the relevant area or item set out elsewhere in this Section, or in any Appendix associated therewith;
  - in accordance with best subsisting industry practice;
  - utilising new materials, components and parts of a quality acceptable to the Council;
  - utilising the best possible standard of workmanship in order to achieve a high quality of finish;
  - to maintaining the playgrounds and activity areas in no worse a condition than that which prevailed at the Commencement Date (as will be recorded in a condition survey(s) undertaken immediately prior to that date). This is the minimum standard at which the Council requires the playgrounds and activity areas to be maintained, fair wear and tear excepted.
- 9.38 If the Contractor is in any doubt as to the standard to be attained in relation to any matter, or as to which standard should prevail in the event of any apparent conflict, he shall seek the guidance of the Authorised Officer.
- 9.39 The Council requires the playgrounds and activity areas to be maintained at a high standard of repair and in a safe condition at all times. To achieve this the Contractor shall formulate and implement a maintenance programme based upon the regime specified below, so as to ensure that all Sites and the Play Equipment and Site Furniture within them are maintained in an operational and effective condition, and that they are safe to use and free of evident hazards and defects. Subsequent references in this Part to the 'Playgrounds Maintenance Programme' are references to this programme.
- 9.40 The Contractor's Playgrounds Maintenance Programme shall encompass all of the following:
- the weekly inspections;

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- undertaking any Reactive Maintenance or other follow-up action required as a consequence of the findings of such an inspection, within the timescales specified for such action;
- undertaking such Reactive Maintenance or other follow-up action as may be required in response to any report(s) received by the Contractor of any playground or activity area (or any item of Play Equipment or Site Furniture therein) requiring attention (whether as being defective or dangerous, or as otherwise falling short of the performance, standard or condition required of it, as set out elsewhere in this Section, or in any Appendix associated therewith). Any such Reactive Maintenance is to be carried out within the timescales specified for such action;
- undertaking regular preventative Operational Maintenance activities (the minimum requirements in relation to which are specified hereafter);
- undertaking scheduled periodic Planned Maintenance activities

### Standards

- 9.41 To avoid doubt, all maintenance activities (whether they be Operational Maintenance, Planned Maintenance or Reactive Maintenance, or otherwise), are to be undertaken in accordance with the standards set out above.

### Synthetic Surface Play Areas

- 9.42 The Contractor shall inspect all play areas every day between 09:00 hours and 11:00 hours. Every day, including week-ends and bank holidays, all litter, refuse, abandoned Waste, stones, glass and other debris shall be removed from site for proper disposal.
- 9.43 The Contractor shall ensure that the surface and surrounds up to 2 metres from the boundary of the synthetic surface are swept of all litter, leaves, refuse, abandoned Waste and other debris once per week. All Waste arisings must be removed from site for proper disposal.

### Children's Play Area Schedules

### Play Equipment and Synthetic Surface Play Areas

- 9.44 Inspect and maintain play areas in accordance with Specification. The Contractor shall include within his rates for the supply all fittings and fixing and spare parts in the repair of Play Equipment e.g. shackles, bushes etc.

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## 10. TREES

### Tree Planting and Aftercare

#### General

- 10.1 At the direction of the Authorised Officer, the Contractor may be required from time to time to undertake tree planting on sites covered by the contract.
- 10.2 Most trees will be either 'Heavy Standard' (12/14) or 'Selected Standard' (10/12) size, although, less commonly, the Contractor may be required to plant 'Extra Heavy Standard' (14/16 -18/20), Standard (8/10), 'Light Standard/Feathered' trees (up to 6/8) and whips. Tree size and specification are in accordance with BS 3936:1992 (Part 1) 'Specification for trees and shrubs' and the National Plant Specification.
- 10.3 Planting positions will be normally located within soft-landscaped areas such as grass or shrub or other cultivated beds. Some planting may be required within areas with a paved or other metalled surface.
- 10.4 The Contractor shall be responsible for the aftercare and appropriate watering of all newly planted trees during the 12 months after planting to ensure their proper establishment and growth. Any tree that dies or, fails to properly establish to the satisfaction of the Authorised Officer, within the first year after planting, with the exception of trees damaged or destroyed by a third party, will be replaced at the Contractor's expense. The replacement tree must be of the same or higher quality of the original.
- 10.5 The Contractor shall provide a legible written report to the Authorised Officer and the end of each week, listing the trees planted. For the purposes of defining the start of the 12 month aftercare and warranty period, a tree will be deemed to have been planted on the date the written planting report is received by the Authorised Officer.
- 10.6 The Contractor will be deemed to have included within his rates for the provision of all materials necessary for tree planting, including: stakes, tree ties, nails, cleft-chestnut pale fencing, irrigation tubes, planting compost, fertiliser, topsoil, composted mulch and strimmer guards as needed.
- 10.7 The Contractor shall provide all plant, labour and transport as necessary to execute the works and will only employ competent and suitably skilled operatives.

(Indicative number of tree planting operations is 200)

#### Supply of Plant Materials

- 10.8 Prior to each planting season the contractor will be advised by the Authorised Officer as to the quantity, sizes and species of trees to be ordered/planted and supplied with a planting schedule/plan indicating the planting locations.
- 10.9 All tree material shall be purchased & supplied by the Contractor; the cost is to be included in the overall contract price. The Contractor's tree specification and nominated Supplier must be approved by the Authorised Officer. The Contractor shall arrange with the Supplier for the trees to be delivered and be available so that planting programmes are adhered to.

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- 10.10 The Contractor will notify the Authorised Officer of the date, time and location of the delivery so they can be present, together with the Contractor's representative, to check the quantity and quality of the material prior to acceptance. The Contractor has the right to reject the stock if it is damaged, diseased, desiccated or inadequately protected/labelled. The Contractor will record the reason why the trees were rejected together with the quantities and species involved. Once accepted, the Contractor shall be fully responsible for the unloading, handling, care and security of all planting material.

#### Handling and Temporary Storage of Plant Material

- 10.11 The Contractor will ensure that at all times the planting material is handled, transported and stored in accordance with the latest edition of 'Handling and Establishing Landscape Plants' published November 1995 by The Committee for Planting Supply and Establishment.

- 10.12 The Authorised Officer reserves the right of access to inspect stored planting material at all times.

#### Timing of Planting

- 10.13 Most planting will be undertaken between early November and the end of March. Evergreen trees may be required to be planted between the first week in September and the last week in October, or the first week in April to the last week in May.

- 10.14 Planting will only be undertaken during suitable weather conditions. The Contractor will not plant when the ground is frozen to a depth of 4mm or more, when the air temperature is below 0°C or during periods of snow, drying winds and waterlogged ground conditions.

#### Location and Species for Planting

- 10.15 The Authorised Officer will issue a specific order to the Contractor for tree planting. The order will provide details of the tree species, size and planting location. Where necessary, the Contractor will be supplied with a map indicating planting positions. Alternatively, the Authorised Officer will arrange to meet the Contractor's Representative on-site to mark out the planting position.

- 10.16 It is the Contractor's responsibility to ensure that the correct species is planted in the correct location; if there is any doubt as to the location or species the Contractor shall contact the Authorised Officer for clarification prior to commencing the works.

#### Public Utilities and Underground Services

- 10.17 The Contractor is responsible for making sure no services are present. Prior to planting, he will take whatever steps are necessary to check that the position is free of obstructions and services. Detection of underground services must be carried out by a suitably trained person.

- 10.18 The Contractor will be responsible for any damage caused. In the event of damage the Contractor will notify the Authorised Officer and appropriate statutory service immediately.

### Planting Method – Standard Trees

- 10.19 Planting and pit preparation will be undertaken in accordance with BS 4428:1989 'Code of practice for general landscape operations (excluding hard surfaces)' unless otherwise stated. The Contractor should refer in particular to Section 7 of the standard when reading this Specification.
- 10.20 Subsoil, stones and deleterious matter including perennial weeds must be removed from the tree pit during excavation and disposed of. Any material so removed must be replaced with topsoil of an approved quality.
- 10.21 Formative pruning must be undertaken where necessary. It should be appropriate to the species, form and tree size, and will generally include the removal of damaged, broken, poorly positioned, low or co-dominant branches. The tree must be placed upright in the centre of the prepared pit.
- 10.22 An irrigation tube must be fitted prior to backfilling the tree pit. The tube must consist of a black 60mm diameter perforated flexible plastic pipe of sufficient length that, when laid in the bottom of the pit, it goes around the entire circumference of the root-ball or root system of the tree. The upper end of the tube must be positioned near the edge of the pit, 50mm above the level of the surrounding area.
- 10.23 Following planting, each tree must be thoroughly watered in. The soil must be wetted to field capacity.
- 10.24 All wrappings, labels and other materials must be removed from the tree prior to planting. If biodegradable materials are used to contain root-balls, these may be left but should not protrude above the final soil level. If wire has been used to secure biodegradable root wrapping, it must after planting be cut away from the tree and folded back so as not to present a hazard.
- 10.25 Any dead or failed sapling already in the planting pit must be removed and disposed of by the Contractor. For this purpose, a sapling will be deemed to be any tree with a trunk diameter of 100mm or less, measured at 50mm above ground level.
- 10.26 Trees planted in grass areas must have all vegetation within a radius of 600 mm from the tree trunk removed. The perimeter of the circle must be cut neatly with a half-moon edging iron or similar, leaving a neat and well defined edge to the turf. The resulting circle must be mulched to a depth of 100mm with forest bark or composted wood chippings. The mulch must be kept shallow in the area immediately adjacent to the trunk of the tree. The tree base must be kept free of weeds and the grass edge cut throughout the first year following planting.
- 10.27 A strimmer guard must be placed around the stem of all standard trees in planted in grass areas. The guard must be made of robust black plastic and not be less than 200mm high.
- 10.28 Planting pits in hard-landscaped areas, with paved, modular, tarmac or concrete surfaces will be partially prepared in advance for the Contractor. The original surface and base level will have been broken through and removed to allow planting to proceed. The Contractor will be responsible for the removal and disposal of any temporary surface that has been laid to keep the site safe prior to planting. Typically, a skim layer of tarmac or paving bedded on sand is used as a temporary covering.



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- 10.29 Trees with a 10/12cm or greater stem girth to be planted in grass areas must be supported and protected using three stakes and timber cross-bars.
- 10.30 A Tree Root Barrier must be provided and installed in accordance with the manufactures instructions in certain planting situations. The Authorised Officer will instruct the Contractor when such planting methods are required.
- 10.31 Three machine-rounded stakes, 2,100mm long x 75mm diameter, must be positioned equal-distance around the tree to form a triangle. The stakes must be a distance of 750-800mm apart and driven vertically into the ground to a depth of 600mm. The stakes must be upright and level.
- 10.32 Six sawn timber cross-bars, nominal sizes 850x75x37mm, must be nailed to the stakes at height of about 200mm and 1,450mm above ground level. The horizontal cross-bars form the 'sides' of the triangle enclosing the tree. An appropriate gauge and length of nail should be used to give a secure grip without splitting the timber.
- 10.33 The tree must be secured to the three stakes using a 37.5mm rubber expanding belt. A length of belt will be looped around the stem and attached using clout nails to each stake. Before the belt is attached to the stake, it must be enclosed in a 37.5mm rubber spacer sleeve, approximately 500mm long, or cut to length as required. The highest belt will be positioned at 1,225mm above the ground level, the second belt 80mm below the highest and the third 80mm below the second. The belts should be tensioned loosely to take up the slack and then nailed to each stake. The belts must not be too tight, and the tree stem should be able to move gently when all three belts are in position.
- 10.34 Protection is to be fitted when specified. This will consist of 1,500mm high, three-strand, cleft-chestnut pale fencing. It must be placed around the outside of the supporting triangle, tensioned to ensure all the clefts are vertical and then securely nailed with using staples to all cross-bars and stakes with staples. The bottom of the fencing must be 100mm above ground level to ensure access for weed control and litter removal.
- 10.35 Standard trees to be planted in shrub beds, hedges woodlands or similar must be supported with either a single low stake or a double stakes, depending on their size.
- 10.36 Trees with stem girth of, and between, 8/10cm and 12/14cm must be supported with a single machine-rounded stake, 1,200mm long x 75mm diameter. The stake must be positioned at the outer edge of the root-ball and driven vertically into the ground to a depth of 600mm. The tree must be secured to the stake using a 37.5mm rubber expanding belt. The belt must be looped around the tree and enclosed in a 37.5mm rubber spacer sleeve, cut to the appropriate length. The belt should then be tensioned loosely to take up the slack and, using clout nails, attached as close to the top of the stake as practical. The belt must not be too tight, and the tree stem should be able to move gently when secured.
- 10.37 Trees with stem girth of, and between, 14/16cm and 18/20cm must be supported with two machine-rounded stakes, 1,200mm long x 75mm diameter. The stakes must be positioned at the outer edges of the root-ball on opposite sides of the tree and driven vertically into the ground to a depth of 600mm. The tree must be secured to each stake in the manner described in the above section. The upper belt must be attached as close to the top of the stake as practical, the lower belt to be placed 50mm below the upper belt.

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- 10.38 Individual guards or protection will not usually be required for standard trees planted in shrub beds or similar sites. Occasionally, protection will be specified for larger trees; in this case the Contractor will support the tree with three stakes and provide cleft-chestnut pale fencing in the manner described for trees planted in grass areas.
- 10.39 Standard trees to be planted within hard surfaced areas must, unless otherwise specified, be supported with a single full-length stake. Occasionally, root-balled or container-grown 'extra heavy standards' will be required to be supported by means of underground anchoring.
- 10.40 A single machine-rounded stake, 2,100mm long x 75mm diameter, must be positioned within 100mm of the tree stem and driven vertically into the ground to a depth of 600mm. When driving in the stake, care must be taken to avoid damage to the roots. The tree must be secured to the stake in the manner previously described. The belt must be positioned as close to the top of the stake as practical.
- 10.41 Underground anchoring must be undertaken in accordance with the guidance in BS 4043:1989 'Recommendations for transplanting root-balled tree'; the Contractor should refer in particular to Appendix A. Propriety systems from suppliers such as Platipus Anchors Ltd or Arbortech Tree Technology Ltd may be considered as an alternative.
- 10.42 Protection must to be fitted when specified. This will consist of a 75mm x 25mm galvanised welded mesh guard of 12 s.w. gauge. The guard must be 1,500mm high and have a diameter of 400-300mm. The guards must be secured to the stake using staples. There must be a gap of 100mm between ground level and the bottom of the guard. The Contractor shall ensure the guard is properly installed and does not rub or damage any part of the tree, or pose a hazard to the public.
- 10.43 Occasionally, the Contractor may be required to plant trees in pits with metal planting grids. In order to allow the proper preparation and tree planting, the grille, and any associated/integral guard, will need to be removed. After planting, the Contractor shall replace the grille and, where applicable, the guard correctly, in accordance with the manufacturer's installation instructions.

#### Planting Method – Feathered Trees and Whips

- 10.44 The Contractor may be required to undertake planting schemes using feathered trees and/or whips. Typically, this will involve group or mass planting in wildlife/nature areas, woodlands, hedgerows/shelterbelts and similar. Previously, most planting of this type has taken place on Wormwood Scrubs.
- 10.45 The Contractor may be required to plant feathered trees with a stem girth of 10/12cm or more. In these cases, the Contractor will follow the procedure specified for planting standard trees.
- 10.46 Planting and site preparation will be undertaken in accordance with BS 4428:1989 'Code of practice for general landscape operations (excluding hard surfaces)' unless otherwise stated. The Contractor should refer in particular to Section 7 when planting feathered trees and Section 8 when planting whips.
- 10.47 Staking or support will not usually be required for whips or small feathered trees under 1,500mm high or less. Trees that are more than 1,500mm high and have a stem circumference of 6/8 cm or greater must be supported with a single machine-

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rounded stake, 1,200mm long x 60mm diameter. The stake must be positioned about 75mm from the stem and driven vertically into the ground to a depth of 600mm. The tree must be secured to the stake using a 37.5mm rubber expanding belt. The belt must be looped around the tree and enclosed in a 37.5mm rubber spacer sleeve, cut to the appropriate length. The belt should then be tensioned loosely to take up the slack and, using clout nails, attached as close to the top of the stake as practical. The belt must not be too tight, and the tree stem should be able to move gently when secured.

- 10.48 Individual tree protection will not normally be required for whips or small feathered trees. The Contractor may be required to protect larger areas of planting, 100 m<sup>2</sup> or more with 1,200mm high stock fencing. Fencing must conform to BS 1722 Part 2:1989.
- 10.49 All wrappings, labels and other materials must be removed from the tree prior to planting. If biodegradable materials are used to contain root-balls, these may be left but should not protrude above the final soil level.
- 10.50 Weeds and vegetation around a 500mm radius of each tree must be removed. The resulting circle must be mulched to a depth of 100mm, with forest bark or composted wood chippings. The mulch must be kept shallow in the area immediately adjacent to the trunk of the tree. The tree base must be kept free of weeds and other vegetation throughout the first year following planting.

#### Aftercare and Watering

- 10.51 The Contractor will be responsible and shall include this within his rates for the aftercare and appropriate watering of all newly planted trees during the first year following planting, to ensure their proper establishment and growth. The Contractor shall also, as directed by the Authorised Officer, be required to provide aftercare and watering for young trees that were planted before the commencement of the Contract, for which payment will be made in accordance with the Schedule of Rates.
- 10.52 In the second and subsequent years, the Authorised Officer will instruct the Contractor to undertake watering and maintenance visits as necessary; payment for such work will be in accordance with the Schedule of Rates.
- 10.53 Watering will be undertaken as necessary to maintain good health and growth. Where practical, the Contractor should maximise the use and benefit of natural rainwater and/or recycled 'grey' water. Water should be free from environmentally damaging or phytotoxic pollutants.
- 10.54 Trees with a stem girth of, and between, 6/8cm and 12/14cm must be given 20 litres of water per visit. Larger trees must be given not less than 25 litres per visit. Water must be poured using a hosepipe, into the irrigation tube where present.
- 10.55 Whips and feathered trees (less than 6/8cm stem girth) must be given between 5 and 20 litres of water per visit, depending on their size. The water must be applied slowly to allow it to soak thoroughly into the soil within the area immediately surrounding the tree.
- 10.56 The Contractor will carry out the following operations when undertaking a maintenance visit (NB. These are additional works and do not remove the

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Contractor's obligations in respect of works to, or around, trees that may be specified elsewhere in this Specification):-

- a) Check health and condition of the tree. Dead, vandalised or seriously damaged trees must be reported to the Authorised Officer, who will issue further instructions if necessary.
- b) Remove and dispose of litter, debris, weeds and vegetation and other deleterious matter from the tree and around the base. Check level and extent of mulch around the base and restore to the appropriate standard for the tree's size and position, as stated in the planting specification.
- c) Minor formative pruning as necessary to prune back/remove broken, damaged or low branches. Basal suckers and epicormic shoots must be removed completely. All cuts must be made cleanly back to a suitable growing point, using sharp hand tools such as secateurs or small pruning saws.
- d) Supporting stakes, belts/ties and tree guards must be inspected and adjusted as necessary to ensure the tree is not being damaged or its growth constricted. The Contractor shall replace any damaged, broken or missing supports, belts/ties, strimmer guards and tree guards to the appropriate standard for the tree's size and position, as stated in the planting specification.
- e) Where a tree is judged to be sufficiently self-supporting, usually not before 3 years, the stakes and belts/ties must be removed. Stakes must be removed carefully to avoid damaging the tree or root system. The resulting hole must be filled in with top-soil and firmed gently to consolidate.
- f) The Contractor shall only remove and dispose of tree protection guards when instructed to by the Authorised Officer. The trees concerned will usually be identified before or at the time the order for maintenance visits is issued. Any material so removed must be disposed of in the proper manner or, if it is serviceable, reused.

#### Removal of Basal Growth

- (i) Remove all shoots arising from the base or roots of the tree below a point on the stem 500mm above ground level;
- (ii) The operations are to include the removal of any Litter which has been discarded amongst the shoots.

#### Removal of Epicormic Growth

- (i) Remove all epicormic shoots arising on the main stem and limbs up to a height of 5 metres above ground level.

#### Basic Tree Maintenance Programme (BTM) (Schedule of rates item)

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- 10.57 During each year of the Contract the Contractor will be required to undertake the Routine Maintenance as specified below to approximately 2,500 of the Council's trees. .
- 10.58 A programme detailing the locations of trees on which maintenance work is to be undertaken will be issued to the Contractor periodically by the Authorised Officer and a date for full completion of the work will also be specified.
- 10.59 This item requires the Contractor to undertake a measure of compromise in submitting his Schedule of Rates, as the amount of actual work necessary will clearly vary from tree to tree. However, excessive work on one tree will be deemed to be compensated for by minimal work necessary on another, therefore one tendered rate is required.

#### Work Specification for Routine Maintenance

- 10.60 The following work is to be carried out on each designated tree as part of the standard BTM visit.
- (i) Remove epicormic growth from the base of the tree up to 2.5 metres using secateurs or a suitable pruning saw.
  - (ii) Remove basal growth below ground level using secateurs or a suitable pruning saw.
  - (iii) All tree pockets will be kept weed-free and the edges defined by hand hoeing, or forking out, taking care to remove not more than the minimum quantity of soil, causing minimum disturbance and leaving the area in a clear, raked, clean condition. Any deficit in soil height has to be reinstated with top soil. Note: Herbicide application will not be carried out to trees planted within the previous three years.
  - (iv) Inspect and make good as necessary, all tree stakes. Check stakes for looseness, breaks and decays and replace as necessary. Replacement stakes shall be as specified and these driven into the existing post hole and wedged as necessary to make secure. Refix or replace tree ties as appropriate, allowing for growth since planting.
  - (v) Adjust and refix ties as necessary to make secure, allow for stem growth and prevent chafing. Where chafing has occurred, reposition tie(s) or replace with an approved type to prevent further chafing. Replace damaged or missing ties.
  - (vi) Ensure that all trees remain firmly bedded in the ground after strong winds, frost heave and other disturbances. Re-firm by treading around the base. Any 'collars' at the base of trunks created by tree movement to be broken up by fork, back-filled with topsoil as necessary and re-firmed
  - (vii) On completion of each tree completed the contractor shall note & report to the Authorised Officer details of trees where additional work is required or recommended, together with an outline thereof, for consideration.
  - (viii) In urban areas, an 'enhanced' maintenance visit will often be required, for which a different Rate will apply. The standard maintenance operation will

include additional works e.g. removal of vegetation encroaching onto property, 3.5 lift over roads etc. This additional work will be agreed with the Authorised Officer.

### Tree Schedules

#### Removal of Basal and Epicormic Growth

- 10.61 Remove and dispose of Basal and Epicormic Growth in accordance with the Specification

#### Plant Whip

(Schedule of Rates item)

- 10.62 Plant whips in accordance with the Specification, including maintenance, watering and aftercare.

#### Plant Light Standard/Feathered Tree

(Schedule of Rates item)

- 10.63 Plant light standard/feathered trees in accordance with the Specification, including maintenance, watering and aftercare.

#### Plant Standard Tree

(Schedule of Rates item)

- 10.64 Plant standard trees in accordance with the Specification, including maintenance, watering and aftercare.

#### Plant Selected Standard Tree

(Schedule of Rates item)

- 10.65 Plant selected standard trees in accordance with the Specification, including maintenance, watering and aftercare.

#### Plant Heavy Standard Tree

(Schedule of Rates item)

- 10.66 Plant heavy standard trees in accordance with the Specification, including maintenance, watering and aftercare.

#### Plant Extra Heavy Standard Tree

(Schedule of Rates item)

- 10.67 Plant extra heavy standard trees in accordance with the Specification, including maintenance, watering and aftercare.

#### Provide Root Barrier

(Schedule of Rates item)

- 10.68 Provide and install in accordance with the Specification.

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Remove Tree Stakes  
(Schedule of Rates item)

- 10.69 Remove tree stake/s inclusive of reinstatement of post hole to surrounding levels. The Contractor shall include for any top soil required.

Routine Tree Maintenance

- 10.70 Remove all suckers and epicormic growth as required.

Existing Young Tree Aftercare and Watering  
(Schedule of Rates item)

- 10.71 Aftercare and watering of young trees existing before commencement of Contract and 2<sup>nd</sup>/3<sup>rd</sup> year aftercare and watering of trees planted by the Contractor – as directed by the Authorised Officer.

## **11. ARBORICULTURE SERVICE**

### Introduction

- 11.1 The principal work area covered by this part of the Contract is systematic maintenance of trees on Council land, or trees managed by the Council, based on a Schedule of Rates, and the provision of a workforce to deal with emergency tree work. However, there may be instances where tree work is outside of the Schedule of Rates. This major occasional work to trees will be awarded by individual 3 quotes comparison, on an ad hoc basis. For abortive calls a minimum of 1 hour day rate will be paid.

### Scope

- 11.2 The Work will be carried out to the Council's stock of amenity trees, principally on land in the ownership or control of the Council's Housing Services, Highways Agency and Services, and Environment and Street Scene, and fall into one of four categories dependent upon typical species size.
- 11.3 The makeup of Works varies with work required ranging from crown lifting to crown thinning, felling, with stump grinding. However, the work may be varied subject to available budgets allocated for the purpose.

### Quantity

- 11.4 The quantity of trees attended to will be dependent upon variable factors such as complexity of works, available budgets allocated for the purpose and the Council's policy, which may vary from time to time.

### Routine Works – Systemic Tree Surgery

- 11.5 This type of tree work is the core operation of this Contract, and whilst not repetitive in nature such that an annual programme can be constructed, the nature of the works will be routine daily operations to any qualified arboricultural contractor.
- 11.6 In circumstances where tree works exceed the criteria for Schedule of Rates based surgery ('exceeds girth size') and major works of an occasional nature are required, the Council will continue with its established practice of issuing specifications for work to at least three Contractors, against which quotations are invited.
- 11.7 The Contractor will be one of those invited to submit quotations for such works, although it is emphasised that any contractual obligation to do so is expressly excluded.

### General

- 11.8 Trees covered by this Specification are all trees growing in Council-maintained areas, even if the numbers vary during the Contract Period. This will include trees that are in grass and shrubs areas defined in the plans, plus trees not indicated on the plans that are growing adjacent to footpaths or hardstandings. It shall be the responsibility of the Contractor to become familiar with the locations of all trees covered by this Specification.



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- 11.9 Tree quantities quoted in the Bills of Quantities are estimated from the Council's tree survey.
- 11.10 This Section sets out the requirements of the Council in relation to arboricultural works in and around the Borough. This Specification covers all trees listed on the Bill of Quantities, further trees may be added to the Contract throughout the Contract period.
- 11.11 All arboricultural works are to be carried out as per these technical Specifications. All works are to be under taken safely in accordance with up to date good arboricultural practices and in accordance with the current and relevant statutory requirements for safe working. The guidance given in BSEN documents, COSHH regulation, Health and Safety AFAG or any other legislative or Guidance documents, subject to any other direction, amendment or revision, or to being superseded by guidance or directives issued by the European Union are, to be used in the performance of the Contract.
- 11.12 All works are to be undertaken by Operatives who possess the necessary skill, knowledge, and training to use their tools, machinery and protective equipment in accordance with the best, modern, Standard practices and in accordance with British Standard 3998:2010 TREE WORK – RECOMMENDATIONS.
- 11.13 The workforce shall consist of a minimum of three personnel who shall all hold recognised certificates in climbing, ground work, chainsaw use, tree surgery e.g. NPTC or equivalent. One of the team shall be designated, and be, an experienced supervisor. The workforce will also be equipped with a vehicle equipped with flashing hazard beacons, highway warning signs, cones and floodlights or spotlights to enable work areas to be sufficiently illuminated to permit work to be safely carried out during the hours of darkness.

#### The Issuing of Instructions to Carry Out Tree Maintenance Operations

- 11.14 All tree maintenance operations will be the subject of instructions issued by the Authorised Officer, as and when necessary. Such instructions may be issued either individually or in batches. The following provisions of this paragraph provide further detail as to the issuing of such instructions. The Council will issue written works orders with maps to the Contractor at the end of each month or as necessary.
- The Contractor shall not sub-let the Contract or any part of it, without the prior written authority of the Council. Such authority shall not be withheld unreasonably.
  - Sub-letting shall not relieve the Contractor from any liability or obligation under the Contract and the Contractor shall be responsible for the acts, Defaults and neglects of the sub-Contractor and all their Operatives and agents.
  - Only Contractors and consultants approved by the Arboricultural Association may be used by the Contractor when sub-letting tree work, tree inspections and investigations of trees and related features.

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11.15 When he wishes to order any tree maintenance operation the Authorised Officer shall issue written instruction to the Contractor to carry out the requisite works. Each such instruction shall identify:

- a statement identifying the work to be undertaken;
- the location at which the work is to be undertaken;
- such site or other drawings as the Authorised Officer may consider to be appropriate;
- details of any particular requirements or approvals relevant to that work instruction);
- The rate for that work;
- The start and completion dates;
- The name of the issuing officer and a unique identifying reference number for the item and tree features included in that work item.

11.16 In an instruction operations will generally be described by reference to the work descriptors set out later in this Section and in the relevant Bill of Quantity. These identify the general nature of the various operations and the means and methods by which they are to be carried out.

11.17 However on occasions particular circumstances may render it necessary to expand upon these requirements, descriptions and Standards, or to otherwise clarify the content of the work, in which event the Authorised Officer may do so by giving a more detailed description, Specification or explanation of the work to be undertaken, as he considers appropriate.

11.18 The Contractor shall by return issue a formal written acknowledgement of his receipt of each instruction, or where instructions have been issued in a batch, of that batch. This may be sent either by fax or electronically.

11.19 If the Contractor has any concern or query with regard to any element of the Authorised Officer's instructions this shall be raised with the Authorised Officer prior to any works being undertaken.

#### Method of Execution of Operations

11.20 The Contractor shall carry out each instruction to undertake tree maintenance works issued by the Authorised Officer in accordance with the provisions of the Contract, and of this Section in particular. Where ever practical, each routine work instruction shall be issued for a discrete geographical area such as a park or a parish and will consist of broadly similar types of works with a value roughly equivalent to at least one day's work for two Operatives. The start and finish dates will often require work to be completed at the optimum time of year.

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### Times for Response to Instructions and Completion of Works

11.21 Instructions issued to the Contractor to carry out tree maintenance operations shall comply with the parameters set out below:

#### Normal Operations

- (i) The Authorised Officer may issue an instruction to carry out any type of tree maintenance operation at any time during normal working days and hours (which are for the purposes of this Section between 0730 hours and 1900 hours, Mondays to Saturday inclusive (excluding Bank Holidays));
- (ii) The Authorised Officer's instruction will specify a date before which no works should take place and a date by which the works are to be fully completed.
- (iii) The Authorised Officer's instruction shall allow the Contractor a minimum of 20 working days within which to complete the works. More commonly a particular calendar month may be specified. Occasionally very urgent works may request a response within a few hours or days.
- (iv) It shall be for the Contractor to determine the means by which he can most efficiently and effectively carry out the works by the specified date, and to schedule the works and allocate his Staff and other material resources accordingly.
- (v) The works shall be completed by the Contractor by no later than the end of the working day specified for their completion.

#### The Enhanced Service in Relation to Tree Surgery and Tree Felling Works

- (i) In a limited number of circumstances the Authorised Officer may require the Contractor to provide an enhanced Service where works need to be carried out and completed within a period which is less than 15 working days, but are not an emergency requiring his immediate attendance on site.
- (ii) Only tree surgery and tree felling works may be ordered under the enhanced Service.
- (iii) The Authorised Officer may issue an instruction to carry out works under the enhanced Service at any time during normal working days and hours.
- (iv) The Authorised Officer's instruction will specify a date and time by which the works are to be commenced and completed.

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- (v) The Authorised Officer's instruction may not require the Contractor to commence work at a time which is less than 48 hours from the time at which his instruction was issued. Wherever possible the Contractor will be permitted a greater period of time within which to commence work.
- (vi) The Authorised Officer's instruction shall allow the Contractor such period as the Authorised Officer considers to be reasonable within which to complete the works (which will be not more than 15 working days).
- (vii) The Contractor will not be required to undertake any works outside of the normal working days and hours.
- (viii) It shall be for the Contractor to determine the means by which he can most efficiently and effectively carry out the works within the period specified for their commencement and completion, by making appropriate adjustments to his pre-existing work, Staff and resources scheduling and allocation.
- (ix) The works shall be commenced and completed by the Contractor in accordance with the requirements set out in the Authorised Officer's instruction.

#### The Emergency Service in Relation to Tree Surgery and Tree Felling Works

- (i) In order to enable the Council to respond to emergencies such as fallen trees, 'hung up' branches in dangerous locations etc., the Contractor is required to provide a facility whereby instructions to undertake tree surgery and tree felling works may be received and actioned by the Contractor at short notice between 0730 hours and 1900 hours on any day, including Saturdays, Sundays and all Bank Holidays..
- (ii) Only tree surgery and tree felling works may be ordered under this emergency Service.
- (iii) Accordingly the Authorised Officer may issue instructions to carry out works under the emergency Service between 0730 hours and 1900 hours on any day, including Saturdays, Sundays and all Bank Holidays.
- (iv) The Contractor shall provide a facility whereby such instructions may be received during such part of this period as lies outside of the normal working days and hours by a suitably qualified and experienced member of his Staff who is empowered to make the necessary arrangements for the execution and completion of the works on behalf of the Contractor thereby, providing 24 hr. emergency cover every day of the year.

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- (v) Subject to (vi) and (vii) below, the Authorised Officer's instruction will specify a date and time by which the works are to be commenced normally within 1 hour.

### Emergency Work

11.22 The Contractor shall provide Emergency cover.

11.23 Wherever possible the Contractor will be permitted a greater period of time within which to commence work, but all work ordered under the emergency Service will require the Contractor to commence and complete work within less than 24 hours of the time at which the Authorised Officer's instruction was issued.

- (i) The Authorised Officer's instruction shall allow the Contractor such period as the Authorised Officer considers to be reasonable within which to complete the works;
- (ii) It shall be for the Contractor to determine the means by which he can most efficiently and effectively carry out the works within the period specified for their commencement and completion, by making appropriate adjustments to his pre-existing work, Staff and resources scheduling and allocation;
- (iii) The works shall be commenced and completed by the Contractor in accordance with the requirements set out in the Authorised Officer's instruction.

11.24 Timing of operations can be crucial and the Council reserves the right to prioritise, as well as prohibit the Contractor from undertaking work in certain sites at certain times.

### Traffic Management

11.25 All working areas must be clearly defined and the proper signage used, with reference to Chapter 8, New Roads and Street Works Act 1991 (which shall be complied with). When appropriate, authorities including (but not limited to) the Police and the Highways Authority shall be given advance notice of any traffic control measures such as lane and road closures or temporary traffic lights.

11.26 The Council's Highways Authority will require the contractor to comply fully with the New Roads and Street Works Act 1991 (NRSWA) Codes of Practice and Chapter 8 of the Traffic Signs Manual should any works, fall within or overhang the highway.

11.27 The Contractor shall provide Certificates of Competence and accreditation for all Managers, Supervisors and Operatives employed on this contract.

11.28 Should the Contractor fail to comply with the NRSWA or the Traffic Signs Manual, this will result in the issue of a Defect Notice. All subsequent failures thereafter will result in default notices being issued. Upon issue of a default notice, all works will cease until full compliance with the Act.

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- 11.29 Under the provisions of the NRSWA, the Highway authority has the responsibility for the coordination of all street works to avoid unnecessary obstruction and delays to traffic.
- 11.30 The Contractor shall give the requisite notice period required under the NRSWA to the Authorised Highway/NRSWA Officer before work is commenced on any Site.
- 11.31 Works shall not be executed at night, Weekends or Bank Holiday periods, without the written permission of the Authorised Officer, with the exception of emergency works.
- 11.32 The contractor will be responsible for the correct positioning of signs and barriers in line with Chapter 8 (Part 1 design and Part 2 operation) of the traffic signs manual in accordance with the New Roads and Street Works Act 1991 (NRSWA) and the Traffic Signs and General Direction 2002 and its subsequent amendments. All proposed traffic restrictions must be notified to the Authorised Officer before action so that agreement can be obtained from the relevant bodies as appropriate. Permission must be received from the Authorised Officer before commencement. The following measures are the general requirements under the Contract.
- 11.33 Traffic safety measures and control for roadworks shall conform to chapter 8 of the NRSWA 1991 part 1 and 2 published by HMSO or any amendment thereof for the time being in force and to the requirements of the Director of Environment and Street Scene.
- 11.34 All traffic signs, (including cones and cylinders), shall conform to BSEN 12899/1 2001 and shall also be in accordance with the Traffic Signs Regulations and General Directions 1981, (and subsequent amendments), and also be in accordance with the relevant chapter of the Traffic Signs Manual (and subsequent amendments).
- 11.35 All signs, (including cones and cylinders), shall be reflectorised with approved reflective material complying with the requirements set out in Tables 1 and 2 to Part 6 of BSEN 12899/12001.
- 11.36 All cones and cylinders shall comply with the requirements of BSEN 12899-1 2001 and traffic cones shall be category A, designation 1 or 2.
- 11.37 When operations require plant or operatives to encroach onto the carriageway, advance warning signs and the appropriate supplementary plate shall be placed at each end of the work. The distance between warning signs at any one time shall not exceed as that laid out in chapter 8 of the Traffic Signs Manual.
- 11.38 When single line traffic operation is necessary the Contractor shall provide a width of at least 3 metres, or wider as necessary, at curves and junctions as directed by the Director of Environment and Street Scene.
- 11.39 All traffic control for single lane operation shall be carried out by the Contractor using manually operated "Stop Go" signs or vehicle actuated portable traffic signals supplied by the Contractor and such signs shall conform with the requirements of Chapter 8 of the Traffic Signs Manual published by HMSO or any amendment thereof for the time being in force.
- 11.40 When a lane closure is specified the closure shall be in accordance with Chapter 8 of the Traffic Signs Manual.

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- 11.41 Where work is to be undertaken within 800 metres of a half barrier level crossing the Contractor shall notify the Authorised Officer at least seven days before commencing the work of his intention to do so.
- 11.42 The Contractor's employees, whilst working on the public road shall wear retro-reflective clothing in accordance with the recommendations of Chapter 8 of the Traffic Signs Manual published by HMSO and BSEN 471 or any amendment thereof for the time being in force.
- 11.43 No work shall be started until the signs, properly illuminated when applicable, cones and other warning devices have been erected.
- 11.44 The Contractor shall be required to provide all necessary barriers and signs for the proper protection of employees, members of the public and the users of facilities during the execution of the work.
- 11.45 The Contractor shall allow for undertaking any further signing and changes in signing as may be directed by Police Officer and this will be at the Contractor's expense.
- 11.46 Where work is carried out on County Principal Roads, the operation of single lane alternate working will be restricted to between the hours of 9.30am to 4.30pm.
- 11.47 Any failure to comply with any instructions concerning Health and Safety will be subject to the Default procedure and if necessary the termination of the Contract may be invoked.
- 11.48 The Contractor shall allow within his Schedule of Rates the cost of any special equipment including the use of road signs for the stopping of parking or diversion of traffic (all signs to be in accordance with the TRAFFIC SIGN MANUAL Chapter 8) he or the Authorised Officer may consider necessary to complete the frequencies to an acceptable standard.

#### Wildlife

- 11.49 The Contractor's attention is drawn to Section 1 of the Wildlife and Countryside Act 1981 under which it is an offence to take, disturb or destroy the nest or eggs of any wild bird during its breeding season. The Contractor shall also note the implications of disturbing or destroying scheduled flora and fauna covered by this Act whilst undertaking tree works.
- 11.50 Prior to the commencement of Works, the Contractor shall undertake a visual inspection and undertake a specific risk assessment to cover 'wildlife'. Should there be a discovery of the presence of any European Protected Species such as bats, bat habitat, bird nests or badger sets that has not been accounted for during the assessment of works the Contractor shall be required to cease Works and inform the Authorised Officer immediately.
- 11.51 The Contractor will adhere to the Countryside and Rights of way Act 2000 and also The Conservation (Natural Habitats, & c). Regulations 1994 and subsequent amendment 2007, reference bats. Bats are afforded special protection by law. If a roost is discovered, all work in the vicinity shall cease immediately and the appropriate authorities e.g. The Bat Conservation Trust are informed immediately.

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### Tip Sites, Chipped Material and Timber

- 11.52 Facilities for depositing the refuse, arisings, litter etc. will not be available and the Contractor will make his own arrangements for disposal and pay all disposal charges unless otherwise agreed with the Director of Environment and Street Scene. No storing, burning or stockpiling will be permitted on site at any time.

### Payment for Works

- 11.53 Payment for works ordered pursuant to the above arrangements will be made upon the following basis:
- 11.54 Payment will be made at the All-in Rates tendered by the Contractor in the relevant Bills of Quantities or in the relevant Part of the Schedule of Rates Bill of Quantity as appropriate.

### Communications

- 11.55 It is essential that Operatives undertaking tree maintenance work are able to communicate with one another notwithstanding the presence of noisy machinery and the wearing of safety helmets, ear defenders and the like. Accordingly all such Operatives shall receive training in appropriate means of non-verbal communication, so as to ensure not only an ability to communicate using such methods, but that all Operatives are familiar with the chosen methodology.
- 11.56 The Contractor shall ensure that such training is supplemented by the issuing of adequate and appropriate instructions to his Operatives as to the use of the chosen methodology.

### Tree Pruning Tools

- 11.57 In carrying out tree maintenance operations the Contractor shall comply with the following particular requirements:
- (i) all tools used for pruning shall be kept sharp and well maintained throughout work periods;
  - (ii) in general, pruning cuts of less than 50mm diameter shall be made by hand saws/secateurs/loppers, as appropriate. Care must be used to avoid bruising, cutting, or burning of live parts of the tree that are not to be removed;
  - (iii) secateurs shall be of the 'parrot beak' type. Anvil secateurs are not to be used;
  - (iv) all tools should be kept in a clean condition to reduce risks of cross-infection between trees and sites. In particular after any cutting or pruning of trees which are thought to be infected by Fireblight (*Erwinia amylovora* or *Phytophthora*) or Bleeding canker of Horse chestnuts (*Phytophthora* and *Pseudomonas* pathogens) or Watermark disease of willow (*Erwinia salicis*) the Contractor shall ensure that the tools used are sterilised by immersing the blade of each tool in methylated spirits.



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(v) the Authorised Officer may from time to time issue additional instructions with regard to the sterilisation of cutting and pruning tools, and/or add to the number of species following the cutting or pruning of which specific sterilisation measures are to be followed;

(vi) chainsaw blades and chains may only be lubricated with biodegradable and non-toxic vegetable chain oil. This is to reduce pollution of the environment with mineral oils, which are more damaging to the flora, fauna and operator than vegetable oils.

### Climbing and use of Working Platforms and Spikes

11.58 The Contractor shall comply with the following provisions in relation to climbing, and the use of ladders and working platforms when carrying out tree maintenance operations:

(i) whenever operations may only be carried out by the use of climbing, ladders or working platforms, the Contractor is to use mobile working platforms in preference to climbing or the use of ladders wherever it is reasonably practicable to do so;

(ii) ladders may only be used to give access to a tree's crown, and not as a platform from which to work;

a) the base of the ladder should be positioned at a distance approximately one quarter of the height of the ladder away from the point in the tree at which its top will rest. The ladder must rest with its top supported on some stable and strong part of the tree. The base of the ladder must rest upon a firm, level surface and shall be secured to prevent it sliding away from the tree. The ladder shall be removed from the tree once the climber has gained secure access to the crown;

b) Climbing spikes may only be used on dead trees or those which are to be felled within the scope of the current works, unless the supervising officer has agreed to their use on particular trees.

### Size of Trees

11.59 In the succeeding paragraphs and in the relevant Bills of Quantities the following provisions apply.

11.60 Trees are categorised by reference to their size Class and Species. The size classes are based on the diameter of the tree stem at chest height, see Table 7 below.

### Number of Trees

11.61 Appendix E - The future workload in any one year has been estimated by reference to historical data and an estimate of requirements on any new or changed work contents. The types and sizes and amounts of trees as stated in the document are

estimated and there is no assurance or guarantee that future tree maintenance will be of the same makeup or numbers.

**Table 7.**

Class	Diameter size (cm)
Class 1	15-30
Class 2	31-45
Class 3	46-60
Class 4	61- 75
Class 5	Exceeds Girth Size

Tree Categories for Scheduled Tree Maintenance Works

Category A Trees:

11.62 Large species trees (15M+ in type)

ACERS : saccharum, saccharinum, pseudoplatanus, rubrum, griseum, negundo, platanoides  
 AESCULUS : hippocastaneum, x Carnea  
 AILANTHUS : altissima  
 ALNUS : cordata, incana  
 CARPINUS : betulus  
 CASTANEA : sativa  
 FAGUS : sylvatica, Dawyck  
 FRAXINUS : excelsior, ornus, oxycarpa  
 GLEDITSIA triachanthos  
 PLATANUS x hispanica  
 QUERCUS : ilex, robur, rubra  
 ROBINIA : pseudoacacia  
 SALIX : alba, fragilis  
 SEQUOIA, SEQUOIADENDRON  
 TILIA : cordata, euchlora, europaea  
 ULMUS : glabra, procera, carpinifolia,

Category B Trees:

11.63 Medium sized street trees (up to 15M in type)

BETULA : jacquemontii, pendula  
 CARPINUS : betulus' fastigiata'  
 CORYLUS : avellana  
 EUCALYPTUS : gunni, parvifolia  
 GINKO : biloba  
 KOELREUTERIA : paniculata  
 LIQUIDAMBER : styraciflua  
 PRUNUS : avium, padus, Kanzan, x yedoensis,  
 RHUS : typhina  
 SORBUS : aria, aucuparia, commixta, x intermedia magnifica

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### Category C Trees:

#### 11.64 Small to medium sized street trees (up to 10M in type)

ACER : campestre  
 AMELANCHIER : canadensis, lamarckii  
 CRATAEGUS : oxyacantha, monogyna, crus-gallii, x prunifolia,  
 ILEX : species  
 MALUS : species  
 PRUNUS : sargentii, spinosa, cerasifera, Amonogawa  
 PYRUS : salicifolia  
 SALIX : caprea

### Category D Trees:

#### 11.65 Coniferous species - (up to 15M in type)

CEDRUS : atlantica 'Glauca'  
 CHAMAECYPARIS : lawsoniana  
 LARIX : decidua, europaea  
 PICEA : abies  
 PINUS : nigra, radiata, pinea, sylvatica, wallichiana

11.66 No reference (for pricing rates) is normally made to the height or spread of existing trees, as these dimensions are difficult to measure precisely from ground level. The DBH (diameter at breast height) which is measured at 1.5m above ground level for existing trees is a widely used method of measuring a tree's size with accuracy, and normally has a correlation with the overall crown size of naturally shaped trees growing in public open spaces (although not pollards, for example).

11.67 Forked, multi-stemmed, deformed or leaning trees and those on steep slopes are to be assessed using the formulae in annex C of British Standard 5837:2012 Trees in relation to design, demolition and construction – Recommendations.

### Tree Surgery and Felling Operations

11.68 The following provisions are applicable to all tree surgery and felling operations:

#### Definitions

(i) In the following paragraphs and the supporting Items in the relevant Bills of Quantities:

- 'Stem' shall mean the main supporting structure of the crown of a tree, from which limbs and branches grow;
- 'Limb' shall mean the major parts of the crown, from which the branches and twigs grow;
- 'Branch' shall mean the smaller diameter parts of the crown from which twigs grow;

- Twig' shall mean the smallest diameter parts, from which the foliage, flowers and fruit grow.
- Epicormic growth can be found on any parts of the stem, limbs and branches.

### Final Cuts

- (i) Final cuts are to be made at a fork or at a branch union with the main stem, major limb or branch.
- (ii) The branch collar must be left intact to limit the development of pathogens inside the tree's wood, and to promote rapid closure of the resultant wounds.
- (iii) The location of the branch collar is not always obvious, and all Operatives are to be trained and instructed in order to be able to recognise the best location for the final cut to be made. See BS3998:2010 Figure 2

### Winches and Ground Anchors

- (i) Ground anchors are to be used for winches in preference to the use of trees for this purpose, save where this is impracticable for some good and pressing reason.
- (ii) Where a ground anchor is used, the Contractor must make all reasonable investigations to avoid damage to, or hazards from, any underground Services and surface materials. The ground must be reinstated on removal.
- (iii) A tree may only be used as an anchor for a winch when that particular tree has been adequately protected from damage by matting and cordwood, held securely in place to prevent abrasion of the stem. In such circumstances the Operatives must choose an anchor tree that is more securely rooted to the ground than the winch's 'victim'.

### Sub-Contracting of Inspection Operations

- (i) Inspections may require one or more specialist instruments to be used (e.g. core borer; sonic decay detector; micro-drill; Fractometer; sonic tomography etc.). In such cases the Authorised Officer will not object to the work concerned being sub-Contracted to an arboricultural consultant who is approved by the Arboricultural Association, acceptable to the Authorised Officer, in possession of the relevant inspection device/s, appropriately trained and capable of undertaking the work within the specified timescale.

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- (ii) If these pre-conditions cannot be met, the Authorised Officer may appoint such a consultant directly. However he will generally only do so after prior consultation with the Contractor.

### Stump Grinding

- (i) The DBH of stumps (and therefore the size category of the tree) will not be known in cases where the tree was felled/had fallen before the relevant Authorised Officer's instruction was issued. In such cases the size category of the tree shall be calculated from the average diameter of the stump at ground level, divided by two.

### Tree Surgery and Felling Operations

11.69 The following provisions detail the requirements of the Council in relation to the individual tree surgery and felling operations described in the relevant Bill of Quantities:

#### Combination Prune

11.70 This is an operation to carry out a Crown Thin and Crown Reduction and a 2.5m lift. Part of the operation is to ensure, where necessary, road signs, phone lines and sight lines are cleared. The removal of all basal growth and epicormic growth and the weeding of the tree pocket is also required. The specified percentage will apply to both the thin and reduction operation.

#### Formative Prune

- (i) Remove all dead wood, crossing, diseased, reverted and weak branches of a tree, irrespective of the size of such parts, using appropriately sized power and/or hand tools;
- (ii) Remove any basal and epicormic shoots;
- (iii) Shape the crown to leave one dominant leader, strong open forks and a symmetrical crown shape typical for that species/variety.

#### Crown Cleaning

- (i) Remove all external diseased wood and deadwood over 200mm long;
- (ii) Remove all stubs from previous surgery and broken stubs from accidental damage;
- (iii) Remove all material collected in forks and cavities, and defunct or undesirable foreign objects such as ties, labels, cords, wires, clamps, notice boards etc.;

- (iv) Nests of animals may not be disturbed without the prior agreement of the Authorised Officer.

#### Dead Wood Removal

- (i) Remove all external deadwood over 100mm long.

#### Remove Ivy

- (i) Remove all parts of ivy or any other climbing plants on/in the tree. The stems of the climbing plants are to be severed at or near ground level.

#### Kill Ivy

- (i) Kill all ivy or any other climbing plants on/in the tree by removal of a 300mm long section from every such stem at or near ground level.

#### Crown Lifting

- (i) Remove lower branches and twigs, comprising up to 15% of the live crown height, to give a minimum of 2.5 metres clearance above ground level over Footpaths / pedestrian areas, 5.4 metres clearance over roads/vehicular areas and 2 metres clearance around buildings/structures;
- (ii) Variations to the above may include for special care with regard to the size and form of a particular tree as per the Authorised Officer's instruction.

#### Crown Thinning by 15-30%

- (i) Remove 15 - 30% of the secondary and small, live branch growth throughout the crown, to leave a crown of even density around a well-balanced branch structure typical for that species/variety.

#### Clearance of Overhead Services and Utilities

- (i) Prune branches and twigs to provide 1m clearance around overhead aerials, lamps, lines and supporting poles/structures.

#### Crown Reduction

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- (i) Reduce the height and spread of a tree's canopy by the removal of 20% of the live growth on the outer parts of the canopy. Branch and twig removal must be carried out so as to leave a strong frame work and healthy branch pattern without abruptly ending stumps. The result should leave an evenly balanced crown form, typical for that species/variety;
- (ii) Less than 20% removal may be specified in the Authorised Officer's instruction for some trees of low vigour or those species prone to stress after crown reduction. Reduction to a given height or spread will frequently be specified.

### Crown Balance

- (i) Removal of up to 30% of the crown on a side specified by reference to a sketch plan or compass point. Branch and twig removal must be carried out so as to leave a strong framework of healthy branches and twigs. The pruning must be carried out to leave a natural crown form typical for that species/variety.

### Selected Stem Removal

- (i) Remove one entire stem from a multi-stemmed tree. The final cut shall be near Ground level or at the stem collar with the main bole. The stem will be normally be identified by a coloured paint dot on the stem, or by reference to a sketch plan; it will normally be one which is sub-dominant and forming a weak fork. A large wound is likely but in some circumstances this may be preferable to maintaining cable supports. The stem may need to be removed in sections.

### Selected Limb Removal

- (i) Remove a selected limb from the crown. The limb may be identified by a coloured paint dot, or by reference to a sketch plan or description of the location within the crown. The limb may be attached to the parent tree or may have become detached and hung up. A large wound is likely but in some circumstances this may be preferable to maintaining cable supports. The limb may need to be removed in sections.

### Selected Branch Removal

- (i) Remove one selected branch from the crown. The branch will be identified by a coloured paint dot, or by reference to a sketch plan or description of the location within the crown. The branch may be attached to the parent tree or have become detached and hung up. It may need to be removed in sections.

### Remove Fallen Tree

- (i) Cut up and remove the tree. Sever the main stem/s near the root plate. If the root plate has lifted winch it back into the hollow (if it does not return when severed from the stem). Ensure that the stump is flushed off near ground level to leave a flat cut stump surface.

### Remove Fallen Stem

- (i) Clear away a fallen stem at ground level, and then make a correct final cut where the stem has separated from the parent tree. Any smaller diameter branches seriously damaged by the falling stem are also to be removed and any loose bark pared away.

### Remove Fallen Limb

- (i) Clear away a fallen limb at ground level, and then make a correct final cut where the limb has separated from the parent tree. Any smaller diameter branches seriously damaged by the falling limb are also to be removed and any loose bark pared away.

### Remove Fallen Branch

- (i) Clear away a fallen branch at ground level, and then make a correct final cut where the branch has separated from the parent tree. Any smaller diameter branches seriously damaged by the falling branch should be removed and any loose bark pared away so that stubs, decay, or deadwood are discouraged.

### Pollarding

- (i) Shape a young tree to form a pollard head for the purposes of creating a configuration of main stem and limbs from which the new shoots may be regularly removed on a 1 - 3 year cycle;
- (ii) This practice normally involves the removal of the vertical leading shoot or the leading shoot of lateral branches (precise details will be given in diagrams to be issued to the Contractor prior to the Commencement Date). All cuts are to be made at the nodal points where a lateral branch joins the main stem, limb or branch.

### Re-Pollarding



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- (i) Remove the entire crown including epicormic shoots and basal growth, to leave only the main stem/s, limbs and most recently cut pollard heads;

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- (ii) Under no circumstances is the Contractor to cut into the most recent pollard heads;
- (iii)
  - a) Branches and twigs may be removed as free falling piece/s or may need to be removed as supported sections lowered in a controlled manner.
  - b) Native black poplars will normally be pollarded to leave approx. 30% of the younger shoots intact

#### Fit Polypropylene Brace

- (i) Insert one proprietary 13mm polypropylene sling around two stems/limbs at a point 2/3rds of the way up from the union of the two stems/limbs. The sling is to incorporate anti-abrasion covers, expansion bands, tension loops, and end splice – see BS3998 annex D.

#### Climbing Inspection

- (i) Examine the whole of a tree by close visual and non-destructive probing;
- (ii) Produce by the specified date a written report listing any defects or anomalies in the roots, stem and crown. The report must list any pests, diseases, damage, structural defects, cables, bolts, foreign bodies and any other relevant environmental factors discovered;
- (iii) The report must make such recommendations as to remedial action, further inspection or no action, based upon current best arboricultural practice, with particular reference to Arboricultural Research notes, DoE Research for Amenity Trees booklets Nos. 2 and 4 and the current relevant British Standards.

#### Carry Out Inspection Using Resistograph

- (i) At the location on the stem specified by the Authorised Officer, carry out one Resistograph test using a drill no larger than 3mm in diameter and 300mm in length.
- (ii) By the specified date deliver the wax paper strip marked with the location, species and date of test to the Authorised Officer, attached to a written interpretation of the results.

#### Carry Out Inspection Using Sonic Wave Timer

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- (i) At the height on the stem specified by the Authorised Officer carry out diametric and quadrilateral tests (eight to fourteen sensors will normally be required tests in total);
- (ii) Record the results and by the specified date emailed to the Authorised Officer, attached to a written interpretation of the results. PICUS devices will be the most commonly required test apparatus

### Clear Fell

- (i) Clear branches obstructing access or escape routes from the tree;
- (ii) The descent of the tree is to be controlled so that the direction, reach and timing of the fall is intentional. In some conditions the use of a ground anchor and/or winch may be necessary to control the fall;
- (iii) The stump shall then be cut as close to ground level as possible so as to leave a single, level cut surface (unless specified otherwise, for example if it is to be left as a deadwood habitat of a specified height).
- (iv) Any pieces which become buried in the ground following the fall are to be dug out or cut off 100mm below ground level and the surface reinstated.

### Sectional Felling

- (i) Clear branches obstructing access or escape routes. Dismantle the tree in controlled manner. The descent of the sections is to be controlled so that the direction, reach and timing of their fall is intentional. Supported sections are to be lowered to the ground if free falling pieces would create an unacceptable hazard. The stump shall then be cut as close to ground level as possible to leave a single, level cut surface (unless specified otherwise, for example if it is to be left as a deadwood habitat of a specified height).

### Grind Stump

- (i) Using a proprietary stump grinding machine remove a tree stump and its surface roots that are over 100mm in diameter to a depth of at least 300mm below ground level;
- (ii) On completion, remove all arisings and backfill all resulting holes with good quality topsoil, and lightly compact by using hand tools. Leave a slightly convex surface.

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### Grub Out Stump

- (i) Remove a tree stump and all roots over 100mm in diameter attached to it by digging around the stump, severing all roots and lifting or winching out the stump onto the surface;
- (ii) On completion, remove all arisings and backfill all resulting holes with good quality topsoil, and lightly compact by hand. Remove stump to a lawful disposal site

### Poison Stump

- (i) Kill a tree stump and its root system by scoring around the cambium region with a chain saw or prising the bark from the timber, and applying amicide crystals into the gap;
- (ii) Ensure that none of the herbicide can enter nearby watercourses, and that no excess is left around the site where it may present an attraction or threat to animals or subsequent site users.

11.71 The day rates section includes for skilled Arboriculturist qualified to use climbing equipment, decay detection equipment etc.

### Reporting Diseases, Defects etc. Found in the Course of Tree Maintenance

11.72 As an integral part of his obligations the Contractor is in carrying out tree maintenance operations required to identify any defects, diseases or other characteristics in a tree which may call into question whether the operations he has been instructed to carry out by the Authorised Officer are appropriate in the particular circumstances. He is to use his skill and experience, and to have due regard to good arboricultural practice and to the safety of his Operatives and/or the public at large, in so doing.

11.73 In such circumstances the Contractor shall immediately notify the Authorised Officer in writing, identifying his reasons for having reached this conclusion. The Authorised Officer will consider the Contractor's observations, and may issue such further instructions as seem to him appropriate in the circumstances, with which the Contractor shall comply.

### Brown Tail Moth & Oak Processionary Moth

#### Control by Spraying

11.74 The Contractor shall control the caterpillar with an approved Pesticide. This operation shall be undertaken by an appropriately certified operative and in accordance with the Control of Pesticides Regulations Act 1986. Spraying operations shall be carried out during the early morning to minimise contact with pedestrians or other site users. The method of working shall be agreed, prior to any Works commencing, with the Authorised Officer.

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*Control by Manual Removal*

- 11.75 The Contractor shall remove all web-forming caterpillar cocoons. The Contractor shall cut back to a suitable growing point during this pruning operation; the section pruned shall be kept to a minimum. Operatives shall be appropriately qualified for this task wear appropriate protective clothing during this operation.
- 11.76 The method of working shall be agreed, prior to any Works commencing, with the Authorised Officer.

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**APPENDICES  
TO THE  
SPECIFICATION**

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**APPENDIX A**  
**LOCATION PLAN**

**APPENDIX B**

**PART A - APPROVED SEED MIXES**

Type of Grassed Area	Approved Seed Mixes
1. General Amenity (Highways, Verges, Cemeteries)	60% Lorina Perennial Ryegrass
	35% Logro Slender Creeping Red Fescue
	5% Highland Browntop Bent
2. Sports Field Renovation (Football, Rugby, Hockey)	40% Meteor Perennial Rye Grass
	55% Hermes Perennial Rye Grass
	5% Highland Browntop Bent
3. Bowling Green Mix	40% Oliva Chewings Fescue
	40% Frida Chewings Fescue
	20% Highland Browntop Bent
4. Cricket Table Mix	40% Lorina Perennial Ryegrass
	25% Oliva Chewings Fescue
	25% Frida Chewings Fescue
	10% Highland Browntop Bent
5. High Amenity Mix	30% Lorina Perennial Ryegrass
	30% Oliva Chewings Fescue
	20% Logro Slender Creeping Red Fescue
	10% Highland Browntop Bent
	10% Duchess Browntop Bent

The Contractor shall note that the above seed mixes are the ideal preferred types. However, the use of comparable seeds and mixes may be permitted, subject to the prior approval of the Authorised Officer.



## PART B- TOPSOIL SPECIFICATION (BS 3882:1994)

1. The Contractor shall supply topsoil upon instruction from the Authorised Officer to the following standards.
2. The soil shall be screened to remove all man-made objects, and objects larger than one cubic centimetre.
3. The soil shall contain four elements:
  - i) Mineral particles      Clay - 20/30%      by volume  
                                    Sand - 40/60%      by volume  
                                    Silt - 30/40%      by volume
  - ii) Calcium carbonate, phosphate and organic compounds derived from plants and animals from an earlier period. Residues of plants and micro-organisms recently added to the soil.
  - iii) Soil Water - Solution of soluble and partially soluble salts.
  - iv) Air.
4. The distribution of the soil contents as a percentage by volume per cubic metre should be as follows:-
  - i) 20% to 40% Organic material
  - ii) 30% to 40% Mineral content
  - iii) Remainder - air and water held against the force of gravity. The bulk density shall not exceed 1.2 g to 1.4 g per cubic centimetre.
5. The pH of the soil shall be between 6.5 and 7.
6. Additional nutrients may be added at the request of the Authorised Officer, e.g. inorganic fertiliser, farmyard manure, etc.

## APPENDIX C

### Internal Plant Displays

<b>Location</b>	<b>Container/Quantity Pot</b>	<b>Container/Quantity Large Trough</b>	<b>Container/Quantity Floor Standing Tub</b>
Civic Offices Epping	13	5	14
Hemnall St Offices Epping	3		3
Loughton Swimming Pool	1		2
Ongar Leisure Centre	3		1
Council Offices Trapps Hill, Loughton	2		
Sheltered Housing Unit Waltham Abbey		5	
Sheltered Housing Unit Loughton		3	
Langston Road Depot Offices	5		1
<b>Container Size</b>	<b>Pot: 30cm diameter</b>	<b>Large Trough: 100cm x 30cm</b>	<b>Floor Standing Tub: 60cm diameter</b>
<i>Note: All displays to include mixed underplanting</i>	Typical main specimen plant: 100cm Ficus	Typical main specimen plant: 60cm Draceana	Typical main specimen plant: 150cm Kentia palm

## APPENDIX D

### Playground Safety Inspection & Maintenance Programme

Location	Site Details	Approximate Size	Quantity of Equipment	Litterbins	Surfacing
Chigwell Row Recreation Ground	MUGA	224sqm	1	2	Tarmac appropriate markings with line
Chigwell Row Recreation Ground	Tennis Courts	193sqm	4	0	Tarmac appropriate markings with line
Chigwell Row Recreation Ground	Playground	420sqm	7	1	Tarmac link pathways, wet-pour surfacing & grass safer
Limes Farm, Chigwell	Playground	924sqm	11	2	Tarmac link pathways, wet-pour surfacing & grass safer
Harold Crescent, Waltham Abbey	Playground	913sqm	8	1	Tarmac link pathways, wet-pour surfacing & grass safer
Poplar Shaw, Waltham Abbey	Playground	845sqm	11	2	Tarmac link pathways, wet-pour surfacing & grass safer
Princesfield, Waltham Abbey	Playground	290sqm	6	2	Tarmac link pathways, wet-pour surfacing & grass safer
Pynest Green, Waltham Abbey	Playground	2190sqm	6	1	Tarmac link pathways, wet-pour surfacing & grass safer
Hoe Lane, Nazeing	Playground, plus Goal/Basketball End & Teen Shelter	123sqm	8	1	Tarmac, Wet-pour safer surfacing and rubber grow-through matting
Pancroft Ring, Abridge	Playground, plus Goal/Basketball End	600sqm	13	2	Tarmac link pathways, wet-pour surfacing, rubber grow-through matting & grass safer
Epping Uplands	Playground	660sqm	11	1	Play Bark

**APPENDIX E**

Tree Historical Data

<b>Crown thin</b>		<b>25%</b>	<b>35%</b>	<b>50%</b>	<b>75%</b>
	<b>Diameter size</b>	<b>Number</b>	<b>Number</b>	<b>Number</b>	<b>Number</b>
Category A trees	15-30	2	26		
	31-45		44	2	
	46-60		43	11	
	61.75	3	23	18	3
Category B trees	15-30		2	1	
	31-45		22	1	
	46-60	1	15	2	
	61.75		2	2	
Category C trees	15-30		11		
	31-45		30		
	46-60		20		
	61.75		1		
Category D trees	15-30				
	31-45				
	46-60				
	61.75			1	
<b>Crown Lift</b>		<b>2.5 agl</b>	<b>3.5 agl</b>	<b>5.5 agl</b>	
	<b>Diameter size</b>	<b>Number</b>	<b>Number</b>	<b>Number</b>	
Category A trees	15-30	7	14		
	31-45	19	43		
	46-60	7	70		3
	61.75	7	53		
Category B trees	15-30	2	2		
	31-45	36	12		
	46-60	10	6		
	61.75				
Category C trees	15-30	11	1		
	31-45	7	22		
	46-60	19	2		
	61.75	1			
Category D trees	15-30				
	31-45	8			
	46-60	2			
	61.75				
<b>Combination prune</b>			<b>25%</b>	<b>35%</b>	
	<b>Diameter size</b>		<b>Number</b>	<b>Number</b>	

Category A trees	15-30		
	31-45	2	35
	46-60	2	30
	61.75	3	16
Category B trees	15-30		
	31-45	1	19
	46-60	3	12
	61.75	2	3
Category C trees	15-30		
	31-45	2	13
	46-60	1	7
	61.75	1	1

Crown reduction	Diameter size	25% Number	35% Number	50% Number	75% Number
Category A trees	15-30		10		
	31-45		35	3	
	46-60		37	17	
	61.75	3	16	13	4
Category B trees	15-30		1	1	
	31-45		19		
	46-60	3	12		
	61.75		3	3	
Category C trees	15-30		11		
	31-45		13		
	46-60		7		
	61.75				
Category D trees	15-30				
	31-45				
	46-60				
	61.75				
Deadwood	Diameter size	25% Number	35% Number	50% Number	75% Number
Category A trees	15-30		2	4	
	31-45		3	5	
	46-60	1		24	2
	61.75	4	1	19	4
Category B trees	15-30				
	31-45	2		3	
	46-60	2			
	61.75				

Category C trees	15-30			1	
	31-45		1		
	46-60		1		
	61.75				
Category D trees	15-30				
	31-45				
	46-60				
	61.75			1	
<b>Re-pollard tree</b>		<b>Diameter size</b>		<b>Number</b>	
All categories		15-30			
		31-45		18	
		46-60		25	
		61.75		27	
<b>Fell and stump grind</b>		<b>Diameter size</b>		<b>Number</b>	
Category A trees		15-30		23	
		31-45		44	
		46-60		81	
		61.75		10	
Category B trees		15-30		10	
		31-45		21	
		46-60		16	
		61.75		3	
Category C trees		15-30		7	
		31-45		19	
		46-60		6	
		61.75		1	
Category D trees		15-30		11	
		31-45		8	
		46-60		10	
		61.75		2	
<b>Stump grind</b>		<b>Diameter size</b>		<b>Number</b>	
All categories		15-30		16	
		31-45		11	
		46-60		3	
		61.75		2	
<b>Treat stump</b>		<b>Diameter size</b>		<b>Number</b>	
All categories		15-30		15	
		31-45		21	
		46-60		9	
		61.75		10	
<b>Remove tree</b>		<b>Diameter size</b>		<b>Number</b>	
Category A trees		15-30		28	
		31-45		3	
		46-60		4	
		61.75		2	

Category B trees	15-30	15
	31-45	9
	46-60	5
	61.75	3
Category C trees	15-30	3
	31-45	8
	46-60	11
	61.75	7
Category D trees	15-30	6
	31-45	14
	46-60	4
	61.75	2
Emergency works	Hrs.	Number
		649

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## **Report to the Cabinet**

**Report reference:** C-20-2013/14

**Date of meeting:** 22 July 2013



**Epping Forest  
District Council**

**Portfolio:** Asset Management and Economic Development/Housing

**Subject:** Acquisition of 79 Pyrles Lane, Loughton

**Responsible Officer:** Chris Pasterfield (01992 564124).

**Democratic Services Officer:** Gary Woodhall (01992 564470).

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### **Decisions Required:**

**(1) To approve a virement of £15,000 within the Housing Developments budget to facilitate the purchase of the freehold 79 Pyrles Lane, Loughton for £250,000.**

### **Executive Summary:**

On 27 September 2011 the Council agreed a supplementary capital estimate of £239,000 for the purchase of 79 Pyrles Lane, Loughton, being £235,000 plus legal costs of £4,000, to assist with the sale of Pyrles Lane Nursery for residential development. A planning application for the residential development was refused on 15 May 2013 by the Area Planning Subcommittee South. To address the reasons for refusal it is intended to proceed with the purchase.

Since September 2011 the price of residential property in this area has risen and the vendor has agreed a revised purchase price of £250,000 plus legal costs. Authority is therefore sought to vire the £15,000 from the housing new build budget.

### **Reasons for Proposed Decision:**

To address the reasons for refusal of the planning application for a residential development in order to facilitate the sale of Pyrles Lane Nursery thereby obtaining a capital sum for the Council.

### **Other Options for Action:**

Not to purchase 79 Pyrles Lane, Loughton, but this would reduce the Council's ability to address the planning reasons for refusal and would adversely impact on the Council's ability to obtain best value for the site.

### **Report:**

1. The Council is the freehold owner of the Pyrles Lane Nursery site which is currently occupied by the Nursery Service within Grounds Maintenance.

2. The site is approximately 1.89 acres in size and with residential planning approval would be a very valuable capital asset for the Council which could be sold immediately or at a time in the future when it is considered that there is a high demand for the site.

3. It is currently proposed that the Nursery Team be relocated to the new depot to be constructed at the Oakwood Hill Industrial Estate or in accordance with the outcome of the waste contract procurement – should that produce a different outcome.

4. An outline scheme for residential development was submitted to Area Plans Sub – Committee South and was refused on 15 May 2013.

5. One of the reasons for refusal concerned the access road. Although the existing access road is wide enough to meet the County Council's highway requirements a wider road is needed to address this reason for refusal. Furthermore controlling this site may well prove more attractive to prospective developers as it is inevitable that there will be some disturbance and noise during the construction. This will reduce conflict and create a buffer between the construction site and other properties.

6. The owner of 79 Pyrles Lane had expressed a willingness to dispose of her property to the Council by way of a private sale and as at September 2011 the owner would have accepted £235,000 plus legal costs.

7. Since September 2011 the price of residential property in this area has risen and the owner has agreed a revised purchase price of £250,000 plus legal costs. This is considered fair and reasonable.

8. There is sufficient money within the Housing Developments budget to cover the additional £15,000 required to complete the purchase but a virement is required.

#### **Resource Implications:**

The capital programme for the Housing Revenue Account for 2013/14 includes an amount of £1.093 million for Housing Developments. This comprises of £239,000 for 79 Pyrles Lane and £854,000 for housing new build schemes. The latest cash flow forecasts provided by the Council's Development Agent for the Housebuilding Programme have established that the budget provision for 13/14 is now higher than is needed and it is unlikely that £854,000 will now be required in 2013/14. The capital programme over the next four years includes £11.4 million for housing new builds but this total is based on initial estimates that will be developed as the schemes progress. Using £15,000 from the new build budget at this time to support the purchase of 79 Pyrles Lane, which will become an HRA property, will not inhibit the new build programme.

Payment of an additional £15,000 of capital cost from within existing resources.

#### **Legal and Governance Implications:**

It is necessary to seek approval as although the money is available financial regulations must be observed and to date Members have only approved a purchase price of £235,000.

#### **Safer, Cleaner and Greener Implications:**

None at this time.

#### **Consultation Undertaken:**

None.

**Background Papers:**

Previous Cabinet and Council reports agreeing the purchase in principle.

**Impact Assessments:**

Risk Management

By acquiring this property the Council reduces the risk of being unable to satisfy the Member determined planning requirements which are currently preventing the development of Pyrles Lane Nursery.

Equality and Diversity

*Did the initial assessment of the proposals contained in this report for relevance to the Council's general equality duties, reveal any potentially adverse equality implications?* No

*Where equality implications were identified through the initial assessment process, has a formal Equality Impact Assessment been undertaken?* No

*What equality implications were identified through the Equality Impact Assessment process?*  
N/A.

*How have the equality implications identified through the Equality Impact Assessment been addressed in this report in order to avoid discrimination against any particular group?*  
N/A.

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## **Report to the Cabinet**

**Report reference:** C-013-2013/14

**Date of meeting:** 22 July 2013



**Epping Forest  
District Council**

**Portfolio:** Leisure and Well Being  
Asset Management & Economic Development

**Subject:** Epping Hall – Sports and Leisure Feasibility Study

**Responsible Officer:** Derek Macnab (01992 564051).

**Democratic Services Officer:** Gary Woodhall (01992 564470).

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### **Recommendations/Decisions Required:**

- (1) That the Cabinet formally note the Epping Hall Sports and Leisure Feasibility Study;**
- (2) That none of the options be excluded at this stage;**
- (3) That the Study form part of the evidence base in the preparation of a new Leisure Strategy for the District and the procurement strategy for the Council's next Leisure Management Contract; and**
- (4) That the formal views of Epping Town Council be sought on the feasibility study to include their level of commitment to the re-provision of a new Sports Centre on land within their ownership.**

### **Executive Summary:**

This report outlines the outcome of a Sports and Leisure Feasibility Study undertaken in association with the Design and Development Brief, agreed for the St John's Road site in Epping. It sets out a series of options, an evaluation of the strengths and weaknesses of each option, along with indicative costings. It also provides an assessment of the likely impact of any sports and leisure development, on other potential projects, in the wider St John's Road area.

### **Reasons for Proposed Decision:**

To report on the results of Epping Hall Sports and Leisure Feasibility Study.

### **Other Options for Action:**

To consider the findings of the Feasibility Study and to reject/agree any of the specific options.

## **Report:**

### Design and Development Brief for the St John's Road Area

1. On 10 March 2008, the Cabinet approved the preparation of a design and development brief to guide the future redevelopment and re-use of sites and buildings in the St John's Road area, Epping, which are predominantly in public ownership. Essex County Council owns two thirds of the land, with the District Council and Epping Town Council owning approximately a sixth each.
2. The intention of the brief was to:
  - (a) ensure an integrated planned approach;
  - (b) clarify the land use and planning policy requirements affecting the area as a whole and its context in the wider area;
  - (c) clarify the development constraints to inform investment decisions about development sites, land disposals, acquisitions and lease arrangements;
  - (d) stimulate interest amongst land owners, developers and prospective occupiers so as to bring sites forward for development whilst at the same time explaining development constraints and expectations, they will have to resolve; and
  - (e) provide guidance to Council Officers and Members to assist in the determination of planning applications.

### Developing the Brief

3. The District Council together with the County Council engaged specialist urban design consultants Allied Morrison Urban Practitioners to produce the brief. From the outset there were stakeholder meetings which contributed to the various options that formed part of the consultation process. The consultation period was extended and intensive, using various media, exhibitions and manned sessions.
4. The completed Development and Design Brief was subsequently endorsed by Cabinet on 12 September and formally agreed by Council on the 27 September 2012.
5. As part of the public consultation, very strong local support was expressed for the idea that sport and leisure facilities might be provided within the St John's Road site as a possible replacement for Epping Sports Centre, which is currently located in Hemnall Street. The current Centre is an ageing facility, with poor access for people with disabilities and limited parking.
6. In addition to the public response, Epping Town Council indicated a wish to explore the possibility of provision of a leisure facility incorporating the Epping Hall. The Leader of the District Council agreed to this request and Urban Practitioners were commissioned to undertake a Feasibility Study.

### The Sports and Leisure Feasibility Study

7. In line with the public consultation, the Design and Development Brief, includes the potential for sports and leisure development. This allows for the Council to evaluate options which could include a sports facility, but also allow the market to respond with other proposals. It is worth reiterating that the Design and Development Brief does not tie the

Council into delivering a sports and leisure facility on the St John's Road site. A copy of the full Feasibility Study document is at Appendix 1.

8. The purpose of the Epping Hall Feasibility Study, was to answer the following questions:

- What extent of land would be required for a replacement sports facility on a near like for like basis, with the Hemnall Street facility?
- What scale of sports facility could be accommodated if the site were to be limited to the land in Epping Town Council ownership?
- Are there options which allow some or all of the existing Epping Hall building to be remodelled and incorporated, into the new facility in either of these options?
- What are the build costs of the options?
- What are the implications for other development in the area, if a Sports Centre is delivered on the site?

9. The work that was undertaken to answer these questions, suggests that it would be possible to provide a Sports and Leisure facility on a like for like basis, within the land currently owned by Epping Town Council (on which the Epping Hall stands), either making use of the existing building, or starting with a completely fresh structure. Options have also been explored which retain the existing forecourt and green space, at the front of the current building.

10. The specific Options that have been identified and evaluated are:

- **Option 1**  
Replacement facilities on a like for like basis with a new building extending back from the existing Epping Hall building line to retain the green space and accessible parking.
- **Option 2**  
Replacement facilities on a like for like basis, retaining and re-using the existing Epping Hall building.
- **Option 3**  
Replacement facilities on a like for like basis, within the curtilage of the Epping Town Council ownership.
- **Option 4**  
Replacement facilities on a like for like basis within the curtilage of the Epping Town Council ownership and retaining the existing building.

11. A further variation 1A is possible for Option 1, which takes the proposed plan but moves the building line forward to correspond with the extent of the existing excavated area. Indicative schematic plans for each option are contained at Appendix A of the Feasibility Study.

12. For each of the Options an assessment of each proposal's Strengths and Weaknesses was undertaken. This evaluation leads to the conclusion that all the options are technically feasible, but with pro's and con's which would need to be balanced, in any final decision to proceed with re-provision, on the site.

13. Other factors such as environmental impact, traffic management and the effect on car-parking in the town centre, would also need to be taken on board. As would the impact on other potential development on the site, in particular in relation to a food store. Again, this is explored within the feasibility study.

14. Initial indicative costings are provided for all four options which range between £3.5M to £3.7M, but exclude the cost of the land/building, although this could be offset by any capital receipt, generated by the sale of the Hemnall Street Sports Centre site.

#### Proposed Way Forward

15. The Council's four Leisure Centres are currently managed under an agreement with SLM Sports and Leisure Management Ltd. The contract is due to be re-tendered, with the new contract due to commence in January 2016. As part of this procurement process, a new Leisure and Culture Strategy is being prepared which will address the issue of future need, reviewing the Council's existing provision, seeking to maximise participation and ensure that Value for Money, is achieved.

16. This strategic work will be overseen by a Portfolio Holder Advisory Committee, which is due to be established and led by the Leisure and Wellbeing Portfolio Holder. The St John's Hall Feasibility Study will provide an important part of the evidence base for the Leisure and Culture Strategy and assist in Option appraisal for the Leisure Management Contract. It is therefore recommended that the Council formally note its content. However, it should not be forgotten that the Council is not the land-owner of the Epping Hall site and is only a minority land-owner in the totality of the site.

17. Currently a marketing exercise is underway to establish expressions of interest for taking forward the Design and Development brief. Again, the results of this will influence future leisure provision options.

18. Finally, as highlighted to the Council in September 2012, when the Design and Development Brief was agreed, the Local Plan will take precedence over the Design and Development Brief, as well as influencing any future Leisure Strategy.

#### **Resource Implications:**

The feasibility study gave an indicative construction cost for each of the Options:

- Option One – Set back/new build/no excavation/additional land take £3.6M
- Option Two – Set back/re-use hall/no excavation/additional land take £3.5M
- Option Three – Set forward/new build/excavation/no extra land take £3.7M
- Option Four – Set forward/re-use hall/excavation/no extra land take £3.6M

The figures exclude any land acquisition costs. The land acquisition costs for Options One and Two are likely to be higher due to the larger land take. Option 1A has not been fully costed but likely to be similar to Option One.

At this stage, no revenue cost projections have been developed for the running of any new facility, although it is likely that these would be lower than the existing building, which has a



number of longstanding maintenance issues. It is however, still likely that a subsidy in the form of a management fee, would be required.

#### **Legal and Governance Implications:**

The Council has the power under the Community Wellbeing Act 2000 and the Local Government Act 1974 to provide Sports and Leisure facilities for the Community.

#### **Safer, Cleaner and Greener Implications:**

Any new building would be considerably more efficient in terms of utility costs, with a lower carbon footprint than the existing Hemnall Street Centre.

#### **Consultation Undertaken:**

Public Consultation as part of the development of the Design and Development Brief and with Epping Town Council (formal response to be confirmed).

#### **Background Papers:**

Design and Development Brief.  
St John's Road Epping Hall Sports and Leisure Feasibility Study (attached).  
Report to Council 12 September 2012.  
Report to Council 27 September 2012.

#### **Impact Assessments:**

##### Risk Management

In terms of risk, the conversion/refurbishment of existing buildings does involve a higher risk than a new build approach. The re-provision can only proceed with the consent of the other land owners, which may be withheld.

##### Equality and Diversity

*Did the initial assessment of the proposals contained in this report for relevance to the Council's general equality duties, reveal any potentially adverse equality implications?* No

*Where equality implications were identified through the initial assessment process, has a formal Equality Impact Assessment been undertaken?* No

*What equality implications were identified through the Equality Impact Assessment process?*  
The current facilities at Epping Sports Centre are poorly accessible for people with disabilities and movement difficulties, being spread over several levels. The existing Epping Hall has a lift which would also be provided in any new facility.

*How have the equality implications identified through the Equality Impact Assessment been addressed in this report in order to avoid discrimination against any particular group?*  
Will be accommodated within any design brief for any new facility.

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# **Epping Hall**

## **Sports and Leisure feasibility study**

## Introduction

This paper has been prepared to explore the potential for the delivery of a sports and leisure facility on the Epping Hall site. It sets out a series of options for this, along with an evaluation of the options and estimates of the likely project costs. It also provides an assessment of the likely impact of any leisure development in terms of other potential projects on the wider St John's Road area.

## Context

Recently undertaken public consultation has demonstrated that there is very strong local support for the idea that sports and leisure facilities might be provided within the St John's Road site as a replacement for the Hemnall Street facility which is in an old building and requires significant investment. Several options explored through the consultation showed potential for a sports facility within the proposals, albeit with the caveat that this was unlikely to be a viable project without significant investment from the Council. It is considered that a facility on this site would relate better to the town centre. Particularly, users of the sports centre would be better able to use the town centre car parks, including any new areas proposed on the St John's Road area.

In response to the public consultation, the draft brief for the area includes the potential for sports and leisure development. This allows for the Council to evaluate options which could include a sports facility, but also to allow the market to respond to the opportunity. Importantly, the brief does not tie the Council into delivering a sports and leisure facility on this site if it proves to be un-affordable.

The aim of the work is to answer the following questions:

- What extent of land would be required for a replacement sports facility on a near like-for-like basis with the Hemnall Street facility?
- What facility could be accommodated if the site were to be limited to the land in Epping Town Council ownership?
- Are there options which allow some or all of the existing building to be remodelled and incorporated into the new facility in either of these options?
- What are the build cost of the options?
- What are the strengths and weaknesses of the options?
- What are the implications for other development in the area if a sports centre is delivered on this site, particularly for the larger floorplate food store.

## **Epping Hall**

The Epping Hall building comprises a main hall, conference room, offices, kitchen, bar and ancillary spaces. It is well set back from the street and cut into the slope of the site, leaving it with little street presence and unusual access and servicing arrangements. Over the course of the main project it has been identified as a potential site for redevelopment, subject to the agreement of Eppint Town Council and subject to the land being purchased by EFDC. It is expected that the purchase cost of the land would at least need to exceed the outstanding mortgage on the building to ensure that ETC is not left out of pocket.

Plans for the existing building are included in appendix b.

## **Existing Hemnall Street facility**

The existing building provides a four court hall, gymnasium, fitness studio and four squash courts supported by a range of ancillary spaces. The core of the building is a large Victorian house which has been built around in a series of phases to provide a total of 2,212sqm gross internal area. The result is a building in which it is difficult to achieve an optimal layout and energy efficiency. The age of the building also means that accessibility is an issue and that maintenance is likely to be increasingly expensive.

The location of the building away from the town centre and the lack of parking on the site means that the facility has a significant impact on surrounding streets. In the event that the facility is moved and the land sold, it is considered very suitable for residential development.

Plans for the existing building are included in appendix c.

## Options for sports provision

The work which has been undertaken suggests that it could be possible to provide a sports centre on a like-for-like basis within the existing ETC site, either making use of the existing building, or starting with a completely fresh structure. Options have also been explored which retain the existing forecourt and green space at the front of the building.

The options for sports provision have been explored as follows:

- Option 1 - replacement facilities on a like-for-like basis with a new building extending back from the existing Epping Hall building line to retain the green space and accessible parking;
- Option 2 - replacement facilities on a like-for-like basis retaining and reusing the existing Epping Hall building;
- Option 3 - replacement facilities on a like-for-like basis within the curtilage of the ETC ownership; and
- Option 4 - replacement facilities on a like-for-like basis within the curtilage of the ETC ownership and retaining the existing building.

A further variation is possible for option 1 which takes the proposed plan but moves the building line forward to correspond with the extent of the existing excavated area. This has been developed in response to the process of considering these options.

## Evaluation of the options

### Options 1 and 2

These options both work to the existing building line which is set back from the street.

Strengths:

- Minimal impact on the character of the street – most of the change is well set back from the road;
- Internal layout of the building is less compromised by the configuration of the site – there is greater flexibility to deliver an ideal building, particularly where starting from scratch;
- No further excavation is likely to be required; and
- A layout of the building in this way could work within the main development area as shown in consultation option 2. This allowed for a reconfigured entrance from within the site, releasing the street frontage for other development;

Weaknesses

- The building is well set back from the road and as a result lacks a strong public presence;
- Any development which extends beyond the ETC site will require the purchase of further -land from EEC, increasing the project cost; and
- Option 2 which retains and re-uses the existing building is not as efficient in land terms and would require a greater extent of new building to the rear of the plot – this could have a more significant impact on adjoining neighbours.

### Options 3 and 4

Both of these options work within the limits of the existing EEC ownership

Strengths:

- Limited land take, leaving more space for other development and reducing the land cost associated with the project;
- Potential to use the excavated area of land for new buildings to keep the overall bulk of the building as low as possible with further excavation to keep the bulk of the building down at the street frontage; and
- Location of the building with a strong frontage to St John's Road will give it a more public profile, appropriate to a building of this nature;

Weaknesses

- The building would be constrained within the site, potentially compromising the internal layout. This is particularly so for the option which retains the existing building – the large sports hall needs to be slotted in between the existing building and the road and as a result the internal layout is not ideal;

- Considerable amounts of excavation will be required to achieve the layout shown which sticks to the existing site;
- The excavation issue could be overcome by exploring options which step the section of the building. However, this would result in a more bulky building on the street frontage; and
- All the site would be used, leaving no forecourt area or accessible parking for disabled drivers;

### Further option 1A

As a result of considering these strengths and weaknesses a further option has been developed as a variation on option 1. This considers the potential for a new building, but pulled forward to extent of the existing excavation line with the following key attributes:

- It would reduce the land take whilst limiting the need for further excavation work;
- There is potential to achieve a near-ideal form of internal layout for the building;
- A small public space can be retained at the front of the building, but with direct access to the building rather than via a bridge link;
- The stepped terrain is used to effect in terms of reducing the apparent bulk of the building; but
- The building is closer to the street and can be designed to have a more positive profile.

### Initial costings

The following figures are provided as initial indicative costs and are subject to further review and revision:

Option one	Set back/new build/no excavation/additional land take	£3.6m
Option two	Set back/reuse hall/no excavation/additional land take	£3.5m
Option three	Set forward/new build/excavation/no extra land take	£3.7m
Option four	Set forward/reuse hall/excavation/no extra land take	£3.6m

These figures exclude any potential land acquisition costs. The land acquisition costs for options one and two are likely to be higher due to the larger land take.

The revised option 1A approach has not been costed, but is expected to be the same as option 1, albeit with a slightly smaller land take.



## Impact of options on other potential development

In considering the potential for leisure development on the Epping Hall site, consideration has also been given to the potential for development on the rest of the St John's area to the south west of St John's Road. Whilst smaller format development such as residential would be able to adapt and work around such as scheme, there is potential for a food store or comparison retail offer to be compromised.

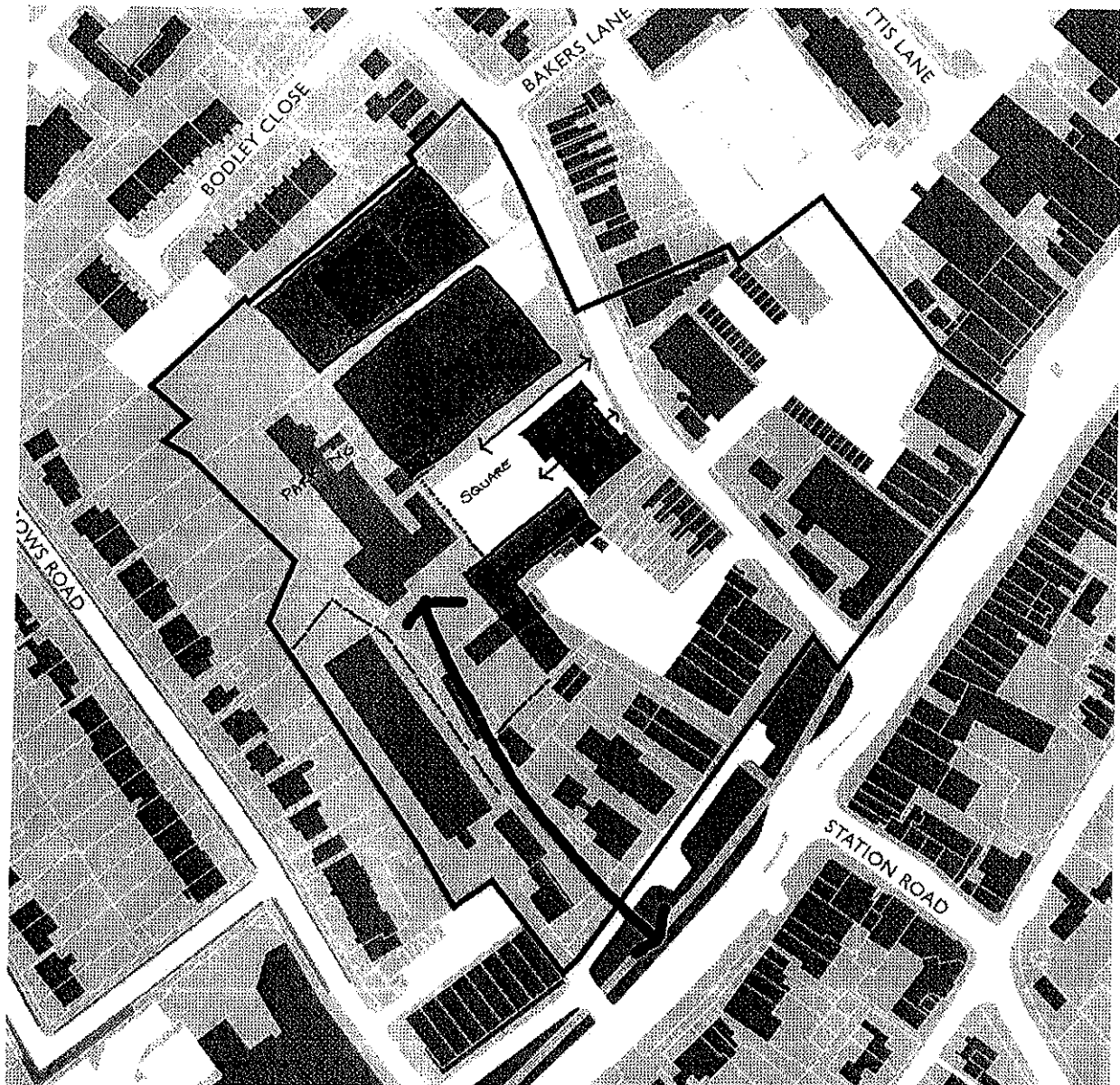
Consultation results provide a clear indication that a large food store within the study area would be opposed by a vocal part of the local population. It is therefore likely that the scale of store should be modest, potentially up to 2,000sqm rather than the larger format which had been modelled originally.

A number of options have been sketched out which test the potential for a store, parking, servicing and other uses such as community provision.

This raises the following key considerations:

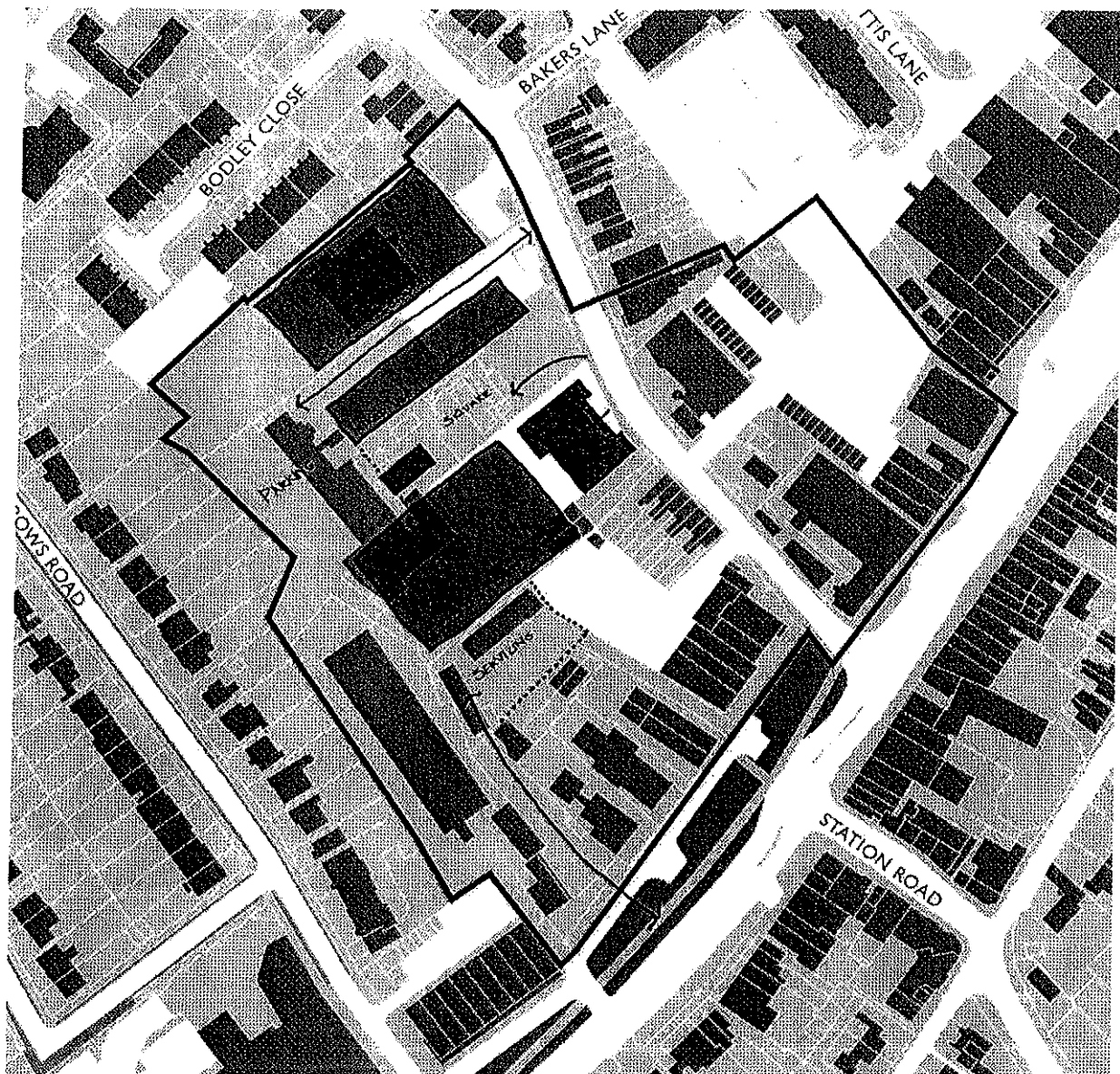
- Any food store is likely to prefer a location which offers some street frontage and visibility to St John's Road in order to establish a presence. Whilst this could be possible, the option(s) which achieve this are likely to limit the development potential of the land to the rear of the building.
- The main consultation option used so far shows how the area of parking can be minimised by tucking a significant amount under the store, using the natural slope of the site and taking advantage of the excavation work already done for the Epping Hall building. This approach will be less viable in other locations.
- The option to deck parking was a key feature of the larger store option, but may be less viable here with a smaller store. As the gradient of a car park is a key factor for supermarkets, this may limit the approach.
- Any option which does not establish a strong critical mass of commercial uses as an anchor cannot hope to deliver or sustain the smaller secondary shops which would be supported by the public or to deliver the infrastructure change needed to create a much better integration with the High Street. A smaller store therefore risks feeling more isolated from the rest of the town centre and as a result may not have the same potential benefits.

## Scenario A



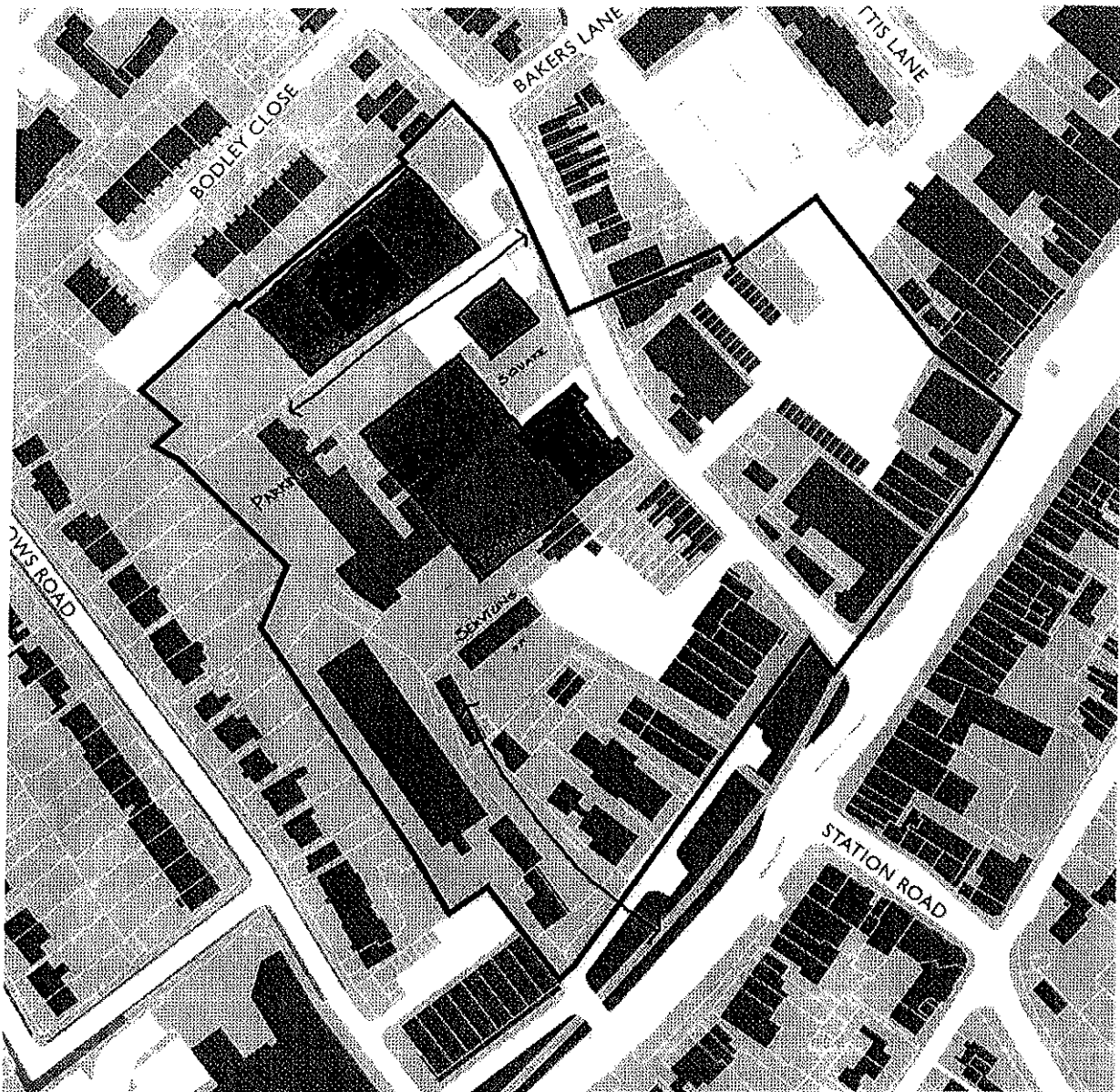
- Food store located between a new sports centre and the Centre Point building
- Main frontage to St John's Road with good level of visibility
- Pedestrian access from St John's Road
- Combined access for parking and servicing from Epping High Street
- Potential for a small square to the rear of the community building and for good quality public space on St John's Road
- Level change from the store to the car park is not ideal but some potential for parking tucked under the store
- Limits the potential for other development within the site
- Parking is reasonably well integrated with the urban form and not treated as an exclusively back-land use

## Scenario B



- Food store located to the rear of the Centre Point building – lacks visibility and profile
- Opens up the body of the site and allows some potential for other missed development to create a small square
- Servicing access from Epping High Street using the EFDC depot site
- Vehicle access to parking and pedestrian access to the development from St John's Road, but with vehicle access directed away from the main public space
- Potential to retain the cookery school building
- Level changes from the car park to the store are not ideal, but some potential for parking tucked under the store
- Car parking is better integrated with the main urban area in terms of pedestrian linkages

## Scenario C



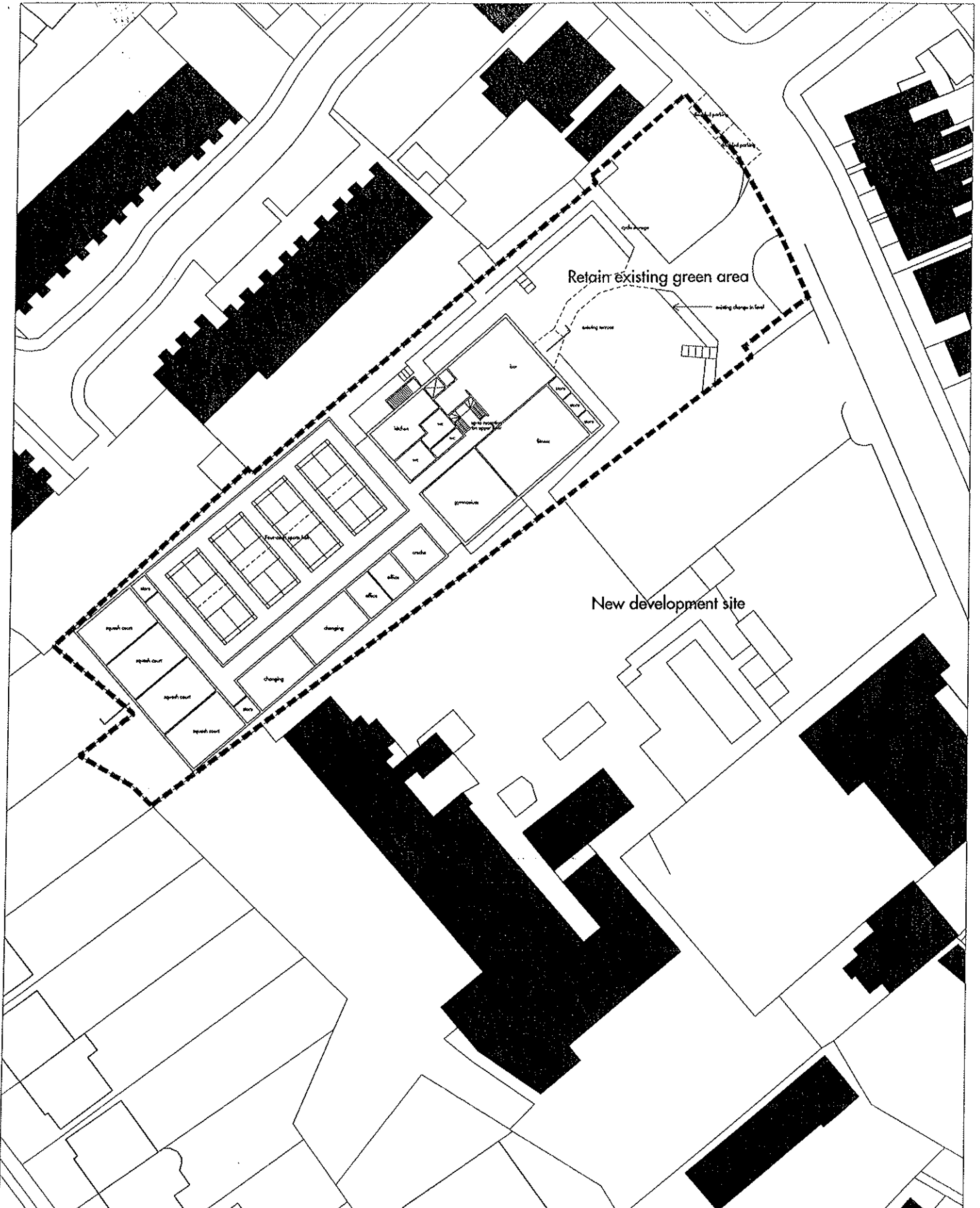
- Food store set back from the road behind the Centre Point building to create a small public space with potential for public uses and other small commercial uses
- Some flexibility around servicing and parking access, with potential to use either the High Street access or the St John's Road access for either parking, servicing or both. In an ideal world, the two movements would be kept distinct from one another.
- Level changes from the car park to the store are not ideal, but some potential for parking tucked under the store
- Parking is treated as a back-land use, much as happens in the current arrangement on to the High Street
- Limits the potential for more mixed and integrated development, and lacks future flexibility

## Appendix A

### Options







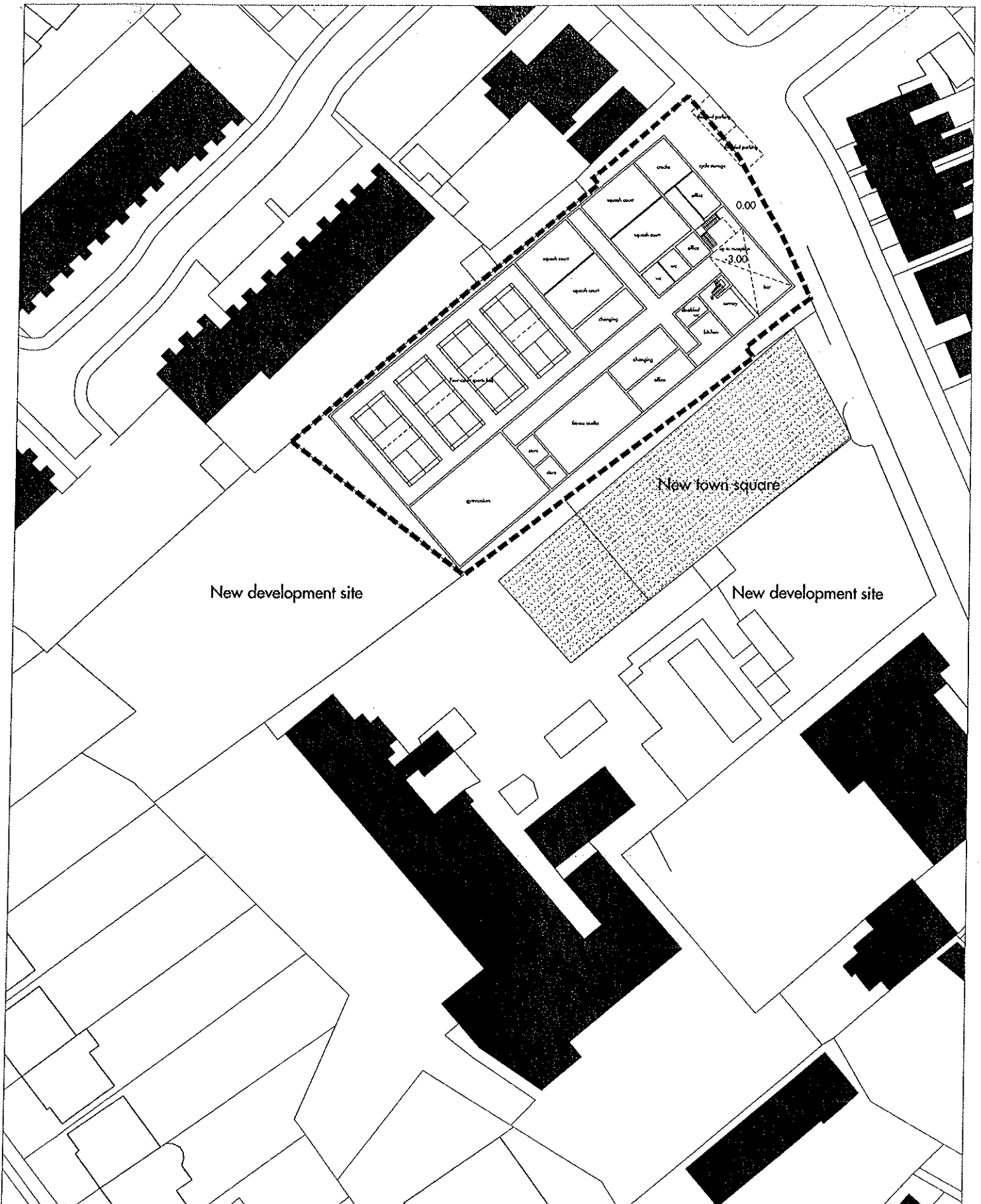
**OPTION 2 - LIKE-FOR-LIKE REPLACEMENT + CONVERSION EXISTING BUILDING**

Total site area: 3816sqm  
 Total footprint (GEA): 592sqm (exist. building) + 1335sqm+420sqm (lower + upper gf new building)  
 Proposed building area (GEA): 2347 sqm  
 Components: Four-court sports hall, 4 squash courts, gymnasium, fitness studio

Epping Hall Sports Facility

Lower ground floor plan option 2  
 Scale 1:500 @ A3  
 29 August 2012



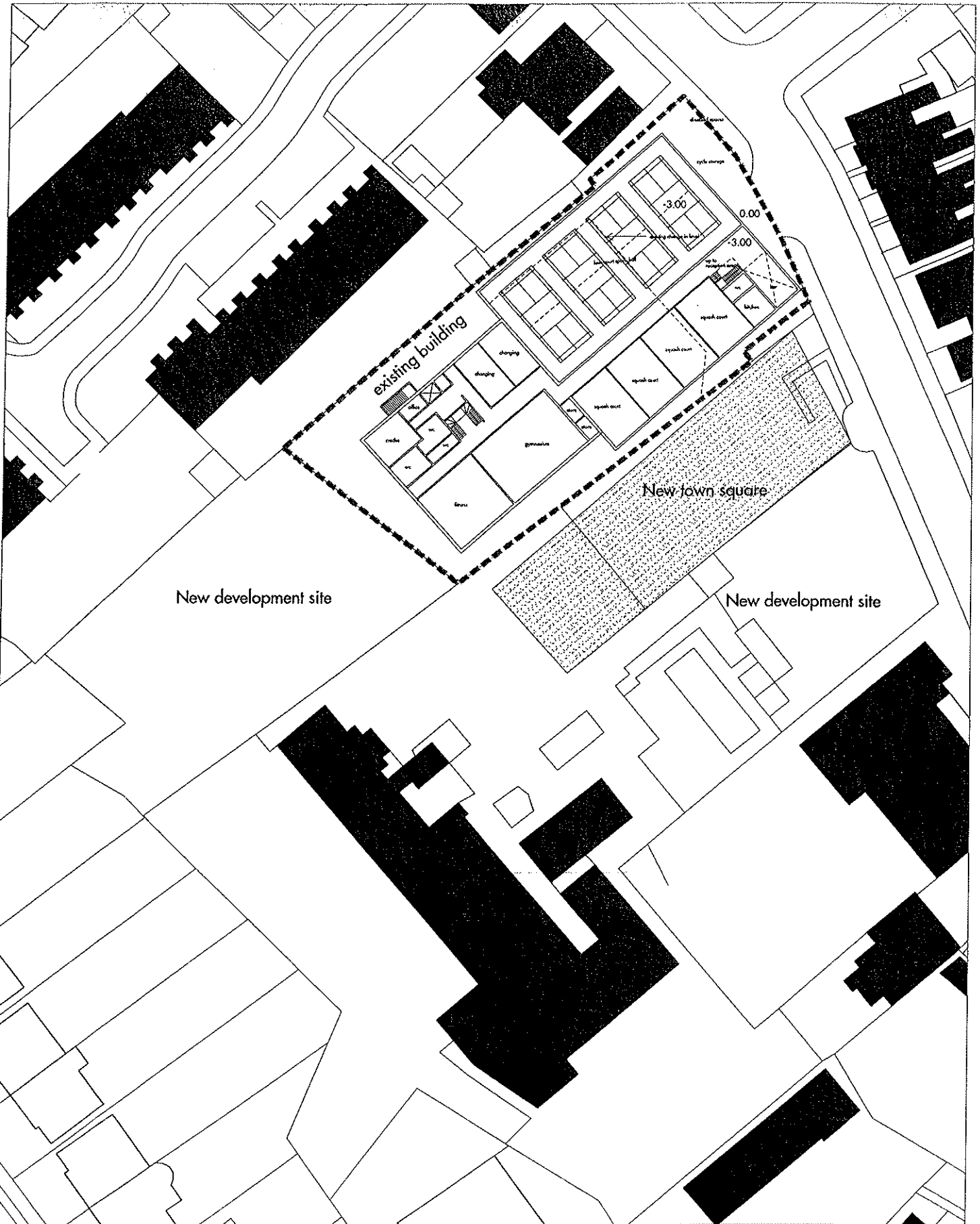


OPTION 3 - ETC LAND ONLY + NEW FACILITIES

Total site area: 2356sqm  
 Total area (GEA): 1880sqm on lower ground floor + 467sqm on upper ground floor  
 Proposed building area (GEA): 2347sqm  
 Components: Four-court sports hall, 4 squash courts, gymnasium, fitness studio

Epping Hall Sports Facility

Lower ground floor plan option 3  
 Scale 1:500 @ A3  
 29 August 2012

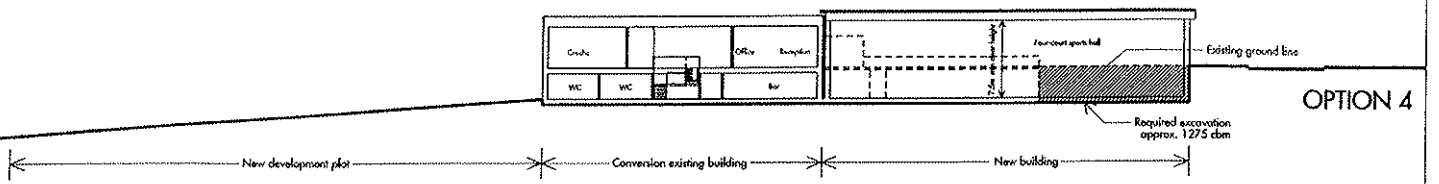
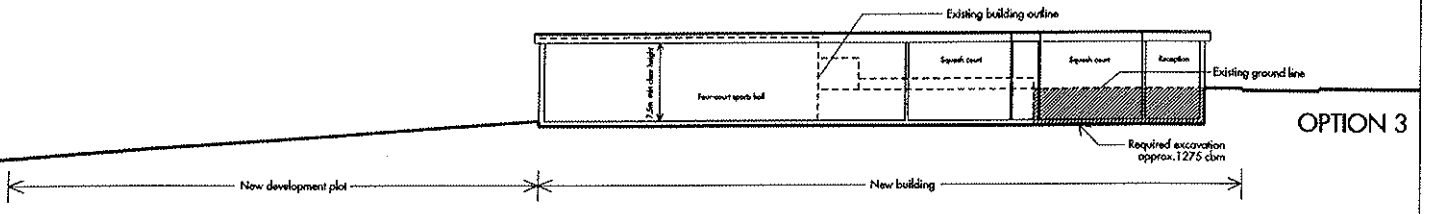
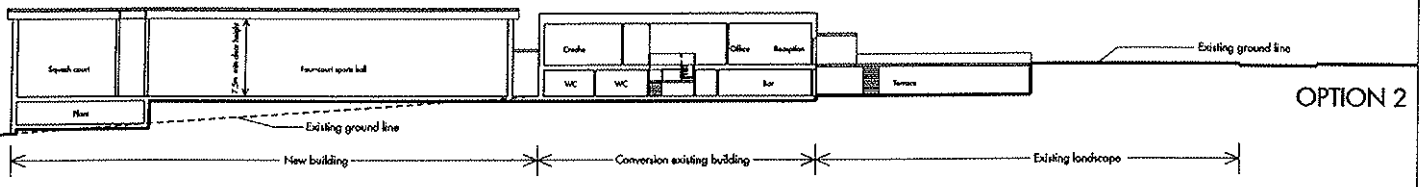
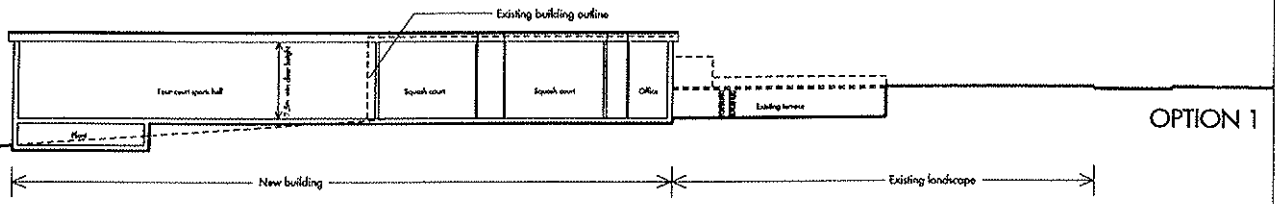


OPTION 4 - ETC LAND ONLY + CONVERSION EXISTING BUILDING

Total site area: 2356sqm  
 Total area (GEA): 592sqm (existing) + 1070sqm + 685sqm (on lower and upper gf new building)  
 Proposed building area (GEA): 2347sqm  
 Components: Four-court sports hall, four squash courts, gymnasium and fitness studio

Epping Hall Sports Facility

Lower ground floor plan option 4  
 Scale 1:500 @ A3  
 29 August 2012



Epping Hall Sports Facility

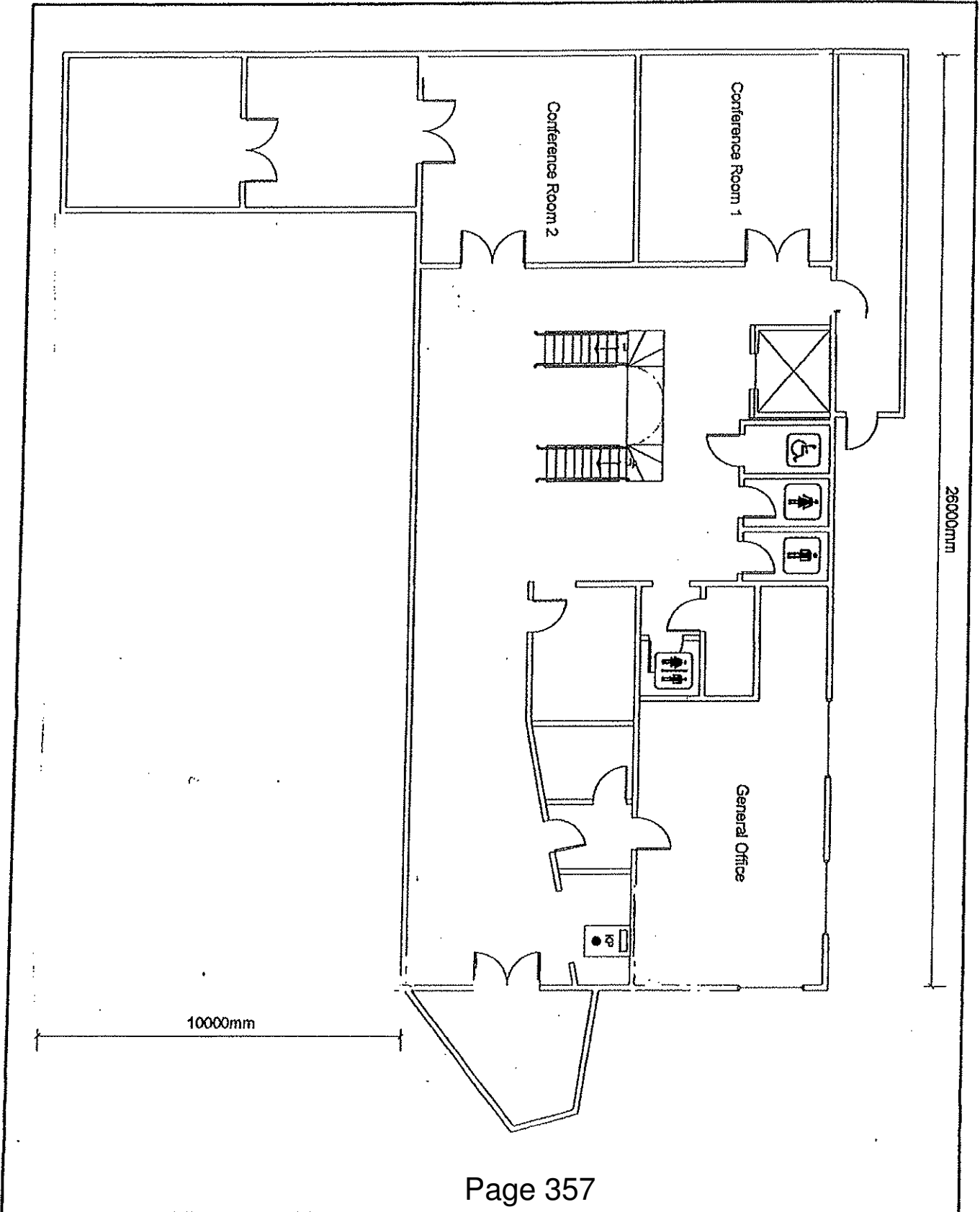
Schematic sections option 1 to 4  
 Scale 1:500 @ A3  
 29 August 2012

## Appendix B

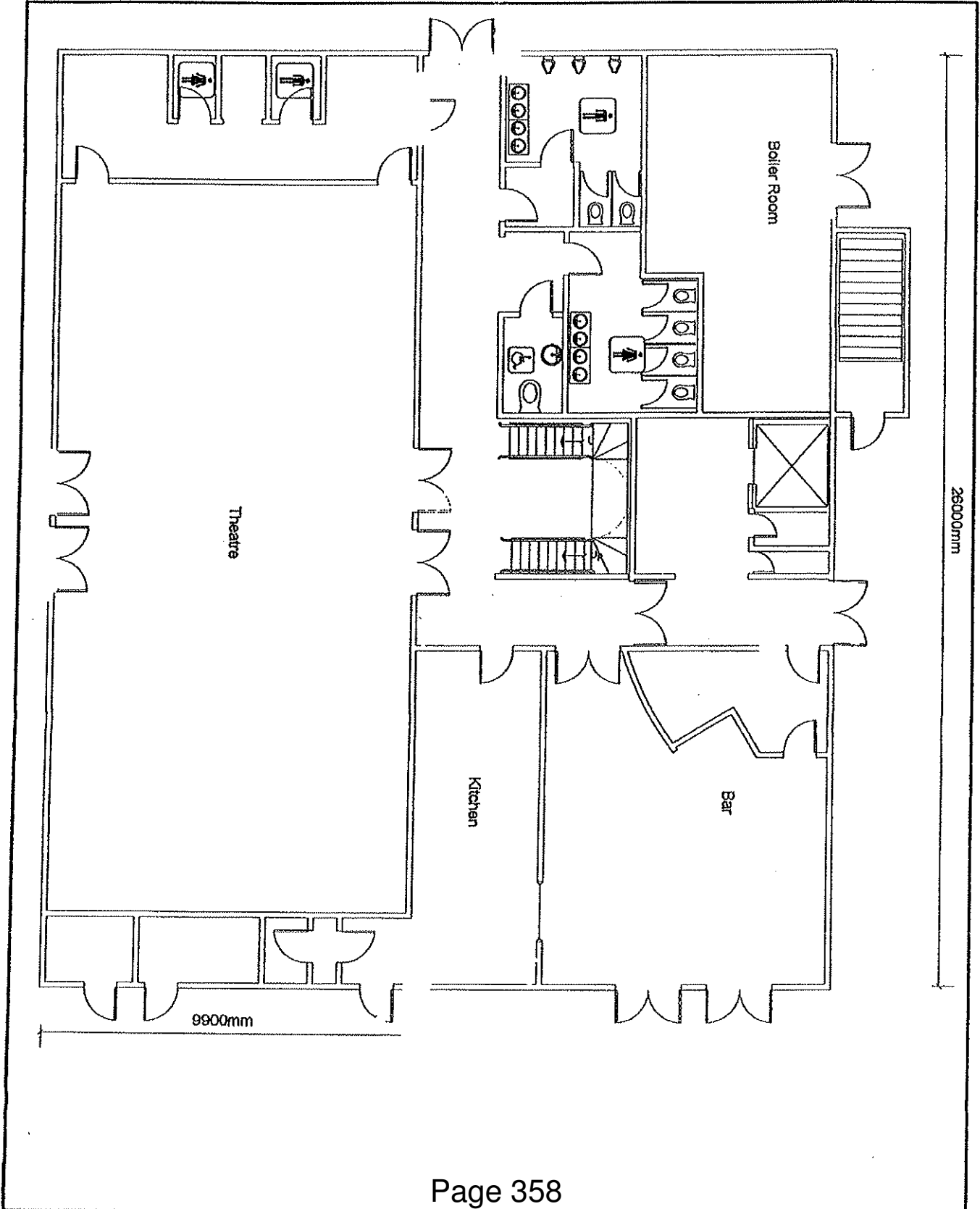
### Epping Hall plans

EPPING HALL

NB. All corridor doors are fire doors.



NB. All corridor doors are fire doors.



## **Appendix C**

### **Hemnal Street plans**







### ***Report to the Cabinet***

**Report reference: C-017-2013/14**

**Date of meeting: 22 July 2013**

**Portfolio: Leader**

**Subject: Corporate Plan Key Objectives 2012/13 – Outturn Progress**

**Responsible Officer: Steve Tautz (01992 564180)**

**Democratic Services: Gary Woodhall (01992 564470)**

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#### **Recommendations/Decisions Required:**

**(1) That the Cabinet review outturn progress and performance in relation to the key objectives for 2012/13.**

#### **Executive Summary:**

The Corporate Plan is the Council's key strategic planning document, setting out service delivery priorities over the four-year period from 2011/12 to 2014/15, with strategic themes reflecting those of the Community Strategy for the district. Updates to the Corporate Plan are published annually, to reflect the key objectives for each year of the plan period and progress against the achievement of objectives for previous years.

The annual identification of key objectives provides an opportunity for the Council to focus specific attention on how areas for improvement will be addressed, opportunities exploited and better outcomes delivered over the coming year. The key objectives are intended to provide a clear statement of the Council's overall intentions for each year, containing specific actions and desired outcomes.

A range of key objectives for 2012/13 was adopted by the Cabinet in January 2012. Progress in relation to the achievement of the key objectives is reviewed by the Cabinet and the Overview and Scrutiny Committee on a six-monthly and outturn basis, and mid-year progress for 2012/13 was considered in the November/December 2012 cycle of meetings.

#### **Reasons for Proposed Decision:**

It is important that relevant performance management processes are in place to review and monitor progress against the key objectives, to ensure their continued achievability and relevance, and to identify proposals for appropriate corrective action in areas of slippage or under performance. This report presents the outturn position against the key objectives for 2012/13.

#### **Other Options for Action:**

No other options are appropriate in this respect. Failure to monitor and review performance against the key objectives, and to take corrective action where necessary, could have negative implications for the Council's reputation and for judgements made about the progress of the authority.

## Report:

1. The Corporate Plan for 2011/12 to 2014/15 translates the vision for the district set out by the Community Strategy, into the Council's strategic direction, priorities and the most important outcomes that it wants to achieve. The Corporate Plan helps to prioritise resources to provide quality services and value for money. The key objectives adopted for each year of the Corporate Plan are not intended to reflect everything that the Council does, but instead focus on national priorities set by the Government and local challenges arising from the social, economic and environmental context of the district. The key objectives represent the Council's high-level initiatives and over-arching goals for each year.

2. Progress against the key objectives was an area of focus in former corporate inspection processes, in order to assess the Council's progress in improving the services that it delivered, and to identify and reflect plans to secure further improvement. Whilst such external assessment processes have generally been abolished, it remains important to ensure that appropriate performance management processes are in place to review and monitor progress against the key objectives, and to take appropriate corrective action where necessary in areas of slippage or behind-target performance.

3. The key objectives for 2012/13 were adopted by the Cabinet at its meeting on 30 January 2012. A schedule detailing outturn progress and performance (at 31 March 2013) against individual actions designed to secure the achievement of each of the key objectives, is attached as Appendix 1 to this report. In reporting progress against the objectives, the following 'status' indicators have been applied to individual actions:

- **Achieved** - specific actions have been completed or targets achieved;
- **On-Track** - it is anticipated that specific actions will be completed or targets achieved within the timescale for the objective;
- **Under Control** - specific actions have not been completed or achieved in accordance with quarterly or other in-year targets, although completion/achievement is likely to be secured by year-end;
- **Behind Schedule** - specific actions have not been completed or achieved in accordance with quarterly or other in-year targets, and completion/achievement may not be secured by year-end;
- **Pending** - the achievement of specific actions has been delayed, as a result of ongoing associated work or actions, or circumstances beyond the council's control;
- **Not Achieved** - specific actions were not completed or achieved in accordance with quarterly or other in-year targets; and
- **Not Started** - specific actions have not been commenced.

4. The Cabinet is requested to review outturn performance against the key objectives for 2012/13. This report was also considered by the Overview and Scrutiny Committee at its meeting on 16 July 2013, and any comments or concerns raised by the Committee will be reported to the Cabinet meeting.

### Key Objectives 2013/14

5. The Cabinet has previously agreed that, from the first quarter of 2013/14, progress and performance against the key objectives for the year will be reviewed and monitored on a quarterly basis, in order to ensure the timely identification and implementation of appropriate corrective action where necessary.

6. The key objectives will therefore in future no longer be subject to scrutiny at mid-year and year-end only. First quarter (1 April to 30 June 2013) progress and performance will be reported to the Cabinet and the Overview and Scrutiny Committee in September 2013.

**Resource Implications:**

Resource requirements for actions to achieve specific key objectives for 2012/13, will have been identified by the responsible service director/chief officer and reflected in the budget for the year.

**Legal and Governance Implications:**

There are no legal or governance implications arising from the recommendations of this report. Relevant implications arising from actions to achieve specific key objectives for 2012/13, will have been identified by the responsible service director/chief officer.

**Safer, Cleaner, Greener Implications:**

There are no implications arising from the recommendations of this report in respect of the Council's commitment to the Climate Local Agreement, the corporate Safer, Cleaner, Greener initiative, or any crime and disorder issues within the district. Relevant implications arising from actions to achieve specific key objectives for 2012/13, will have been identified by the responsible service director/chief officer.

**Consultation Undertaken:**

The performance information and targets set out in this report have been submitted by each responsible service director/chief officer. Outturn progress in respect of each of the key objectives for 2012/13 has been considered by Management Board and the Overview and Scrutiny Committee (16 July 2013). The key objectives progress report was provided to the Leader of the Council, who is responsible for the Corporate Plan, in advance of the preparation of this agenda.

**Background Papers:**

Outturn performance submissions for the key objectives for 2012/13 held by the Performance Improvement Unit. Relevant calculations and supporting documentation held by responsible service directors/chief officers.

**Impact Assessments:**

Risk Management

There are no risk management issues arising from the recommendations of this report. Relevant issues arising from actions to achieve specific key objectives for 2012/13, will have been identified by the responsible service director/chief officer.

Equality:

There are no equality implications arising from the recommendations of this report. Relevant implications arising from actions to achieve specific key objectives for 2012/13 will have been identified by the responsible service director/chief officer.

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## KEY OBJECTIVES 2012/13 - PROGRESS REPORT

### 1. The development of the Council's new Local Plan as the spatial strategy for development and growth across the Epping Forest District, and to support the aspirations of the Community Strategy for the district

Action	Status	Progress
CO1.a - Develop the Council's new Local Plan	N/A	<i>This is the high-level action for Key Objective CO1.a. See progress against the specific next level actions CO1.a(i), CO1.a(ii) and CO1.a(iii)</i>
CO1.a - (i) Establish joint working arrangements with other relevant local planning authorities	Under Control	<p>(October 2012) The Council has a long history of joint working with other local bodies on Planning and other issues of strategic importance; in particular concerning Harlow and areas around Waltham Abbey. Indeed the Council has a significant number of neighbouring and other authorities (such as the Corporation of London concerning Epping Forest) with whom it cooperates, and it will continue with that cooperation, but also has considered where it needs to engage with others where that same level of working has not existed (and which may include some of the neighbouring or nearby London Boroughs) It also needs to continue to cooperate with the West Essex Alliance and the South East Local Enterprise Partnership and the Anglia Growth Partnership or on particular topics where there are common interests.</p> <p><b>(March 2013) This work has continued. The Council recognises that it has many neighbours and a good number of strategy issues to address, but also that other councils have struggled with this duty, which has then adversely impacted upon their Local Plan making efforts. Considerable resources are being devoted to these activities, and this issue represents an important ongoing commitment on which the Council is expending considerable effort to achieve the right outcomes for the district.</b></p>
CO1.a - (ii) Development of the new Local Plan	Under Control	<p>(October 2012) The Council has made good progress with its Local Plan in the last six months. Highlights include adding more studies to the evidence base (for example a study into issues concerning the glasshouse industry in the area.) The Council has boosted its efforts to focus on delivery of the Plan by using project management, and by introducing several contract posts to supplement its establishment team. In particular it undertook an eleven week consultation into its Issues and Options, which has elicited around six thousand responses, and which it is now starting to analyse.</p> <p><b>(March 2013) The Council has continued to make good progress with the Local Plan in the last six months, although the population projections appear to have risen having regard to the census information; extra work is being undertaken using up to date ONS data. The team lost some staff, but these have promptly been replaced. Cover arrangements are being put in place to cover some known absences over the next six months. Progress is highlighted, in particular to Cabinet, and more frequent checks about project management compared to resources are being made and reported.</b></p>
CO1.a - (iii) Submission of Local Plan progress reports to Management Board	On Track	<p>(October 2012) As the Council reflected on changes to the Planning system; in particular the introduction of the National Planning Policy Framework and the transition arrangements therein, which emphasised the need to move quickly to produce a new Local Plan, but also to have a plan that was procedurally judged to be sound, the progress has been reported to the Management Board at two weekly intervals to begin with, and more latterly at four week intervals. Management Board have been satisfied with that progress, and similarly key matters have been reported to</p>

the Local Plan Cabinet Committee.

**(March 2013)** The reports to Management Board continue at four week intervals. The Leader and the Portfolio Holder for Planning have asked for a number of reports to come to the June Cabinet directly to ensure that they are seen by a wide group of Members. Consideration is being given to the use of the Local Plan Cabinet Committee in reporting such key matters, or whether to have a different reporting/discussion arrangement.

## 2. The achievement of the levels of net savings necessary to maintain the Council's sound financial position and the provision of the best level of service possible with reduced resources

Action	Status	Progress
C02.a - Ensure reduced use of reserves to balance the budget	Achieved	(November 2012) The Medium Term Financial Strategy approved by Council in setting the 2012/13 Budget in February 2012 showed a reduced use of reserves to balance the budget over the medium term. The use of reserves peaked in 2014/15 at £464,000 and reduced to £153,000 in 2015/16.
C02.b - Ensure General Fund Reserve Balance does not fall below acceptable level	Achieved	(November 2012) The predicted revenue balance at the end of 2015/16 was £7.624 million, which represented 51% of the Net Budget Requirement for 2015/16 and thus comfortably exceeded the target of 25%.
C02.c - Achieve improvement in the Council's Key Performance Indicators	Not Achieved	<b>(March 2013)</b> A range of thirty-two Key Performance Indicators (KPI) for 2012/13 was adopted by the Finance and Performance Management Cabinet Committee in March 2012, and a target was set for at least 70% of the indicators to achieve target performance by the end of the year. Improvement plans were produced for each KPI, setting out actions to be implemented in order to achieve target performance. The improvement plans were agreed by Management Board and were subject to ongoing review between the relevant service director and Portfolio Holder over the course of the year. The provisional outturn position with regard to the achievement of target performance for the KPIs for 2012/13 was as follows: (a) 19 (59.4%) indicators achieved the cumulative performance target for the year; and (b) 13 (40.6%) indicators did not achieve the cumulative performance target for the year. The Council's overall aim of achieving target performance for at least 70% of the KPIs for 2012/13 was not achieved.
C02.d - Continue to achieve high levels of revenue collection	N/A	<i>This is the high-level action for Key Objective CO2.d. See progress against the specific next level actions CO2.d.(i) and CO2.d.(ii).</i>
C02.d - (i) - Continue to achieve high levels of Council Tax collection	Achieved	<b>(March 2013)</b> For 2012/13 an in year collection rate of 97.82% was achieved, this exceeded the target of 97.80%.
C02.d - (ii) - Continue to achieve high level of NNDR collection	Not Achieved	<b>(March 2013)</b> For 2012/13 an in year collection rate of 96.85% was achieved, this fell short of the target of 97.50%.
C02.e - Implement improvements to the Council's housing repair service	N/A	<i>This is the high-level action for Key Objective CO2.e. See progress against the specific next level actions CO2.e(i), CO2.e(ii), CO2.e(iii) and CO2.e(iv)</i>

C02.e - (i) Introduction of a full housing repairs appointment system	Achieved	(November 2012) A full housing repairs appointment system was introduced in Spring 2012.
C02.e - (ii) Introduction of a new contract for supply of housing repair materials	Achieved	(November 2012) Good progress is being made. A tender exercise has been undertaken in accordance with EU Procurement Regulations. Tenders have been returned and are currently being assessed on the basis of the Most Economically Advantageous Tender (MEAT) (70% price / 30% quality). Site visits to prospective suppliers' depots were conducted during W/C 29th October 2012. The report on the tenders and the recommended supplier will be considered by the Housing Portfolio Holder later in November and the contract will be operational before the target date of 31 March 2013. It is envisaged that significant material supply chain savings will flow from this new initiative, which dovetails with the Housing Repairs Management Contract with Mears.  <b>(March 2013) Buildbase has been selected as the Council's Housing Materials Supplier and the new arrangements for the supply of all materials are now operational</b>
C02.e - (iii) - Achievement of target times for repairs management contract	Achieved	(November 2012) There has been a step change in performance of the Housing Repairs Service, since the appointment of Mears as the Housing Repairs Management Contractor in May 2011- as part of our strategic Repairs Refresh Programme. Repairs performance for Quarter 2 - 2012/13 (compared to 2010/11 - full year) is as follows: 99% of emergency repairs completed within 24 hours (2010/11 - 98%) 99% of urgent repairs completed within 5 working days (2010/11 - 69%) 99% of routine repairs completed within 6 weeks (2010/11 - 92%) 100% tenant satisfaction with the Repairs Service (2010/11 - 99%) However, the first year's operation of the Repairs Management Contract has identified that the suite of Contract KPIs are no longer appropriate, following the introduction of the full repairs appointment system. Therefore the Repairs Advisory Group (comprising members, officers and tenant representatives) has recommended a new suite of more appropriate Contract KPIs from October 2012 to the Housing Portfolio Holder, which the Housing Portfolio Holder is currently considering.  <b>(March 2013) The Housing Portfolio Holder has now agreed a more appropriate suite of KPIs for the Repairs Management Contract - two KPIs relate to target times. Performance against targets for Quarter 4 of 2012/13 is as follows: (a) % of emergency repairs attended to within 4 hours - 100% (Target = 99%) (b) Average overall time to complete ALL repairs - 6.4 days (Target = 7.8 days)</b>
C02.e - (iv) Achievement of 99% tenant satisfaction with repairs service	Achieved	(November 2012) Quarters 1 and 2 (2012/13) performance for tenant satisfaction with the Housing Repairs Service was 100% and 100% respectively.  <b>(March 2013) Quarter 4 performance was 100%.</b>
C02.f - Further improve the Council's housing service	N/A	<i>This is the high-level action for Key Objective CO2.f. See progress against the specific next level actions CO2.f(i), CO2.f(ii), and CO2.f(iii)</i>
C02.f - (i) Consideration of housing improvements by tenants and leaseholders	Achieved	(November 2012) The Tenants and Leaseholders Federation considered and agreed a proposed list of housing improvements and service enhancements in March 2012, and recommended to the Housing Scrutiny Panel accordingly.
C02.f - (ii) Consideration of housing improvements by Housing Scrutiny Panel	Achieved	(November 2012) At its meeting in March 2012, the Housing Scrutiny Panel considered and agreed to recommend to the Cabinet a list of 16 proposed housing improvements and service enhancements to utilise the £770,000 available as a result of HRA self financing.

C02.f - (iii) - Consideration of housing improvements by the Cabinet	Achieved	(November 2012) At its meeting on 23 April 2012, the Cabinet approved the list of 16 housing improvements and service enhancements proposed by the Housing Scrutiny Panel, to utilise the £770,000 available as a result of HRA self financing.
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### 3. The implementation of the Government's proposed welfare and other finance reforms with the least possible disruption to service users and the Council's operations

Action	Status	Progress
C03.a - Develop and introduce local scheme of Council Tax benefit	Achieved	<b>(March 2013) A scheme of Local Council Tax Support was implemented with effect from 1 April 2013. It is anticipated that the funding available from Government will reduce for 2014/15 so consideration will have to be given to amending the 2013/14 scheme.</b>
C03.b - Maximise income from the retention of business rates	Achieved	<b>(March 2013) The option of pooling was considered for 2013/14 but there was no appetite across Essex to pursue this. A pool was constructed in Suffolk and discussions are underway to examine what lessons can be learnt and if an Essex pool would be beneficial from 2014/15.</b>
<i>C03.c - Examine impact of proposed housing-related welfare reforms</i>	N/A	<i>This is the high-level action for Key Objective CO3.c. See progress against the specific next level actions CO3.c(i) and CO3.c(ii)</i>
C03.c - (i) Seek external funding for report on effects of housing-related welfare reforms	Achieved	(November 2012) The Council's was successful with its bid to Improvement East to fund 100% of the cost of commissioning the Chartered Institute of Housing to undertake a major study into the effects and implications of the welfare reforms on the Council, Council tenants, private tenants and homelessness.
C03.c - (ii) Completion of Chartered Institute of Housing study	Achieved	(November 2012) The Chartered Institute of Housing's study into the effects and implications of the welfare reforms on the Council, Council tenants, private tenants and homelessness was completed in September 2012. The CIH presented its findings at an event in September 2012, to which all Members of Council and senior officers were invited.
C03.d - Provide information on the introduction of proposed welfare reforms	Achieved	(November 2012) Following receipt of the Chartered Institute of Housing's study into the effects and implications of the welfare reforms on the Council, Council tenants, private tenants and homelessness, the Director of Housing established a Welfare Reform Mitigation Project Team in September 2012, comprising Housing and Benefits Officers. The Project Team formulated a Welfare Reform Mitigation Action Plan, comprising around 60 separate actions within 7 themes, which was adopted by the Cabinet on 22nd October 2012. One of the themes related to informing residents and external advice agencies. Most of the required funding for the initiatives within the Action Plan will be met from the Housing Improvements and Service Enhancements Fund 2013/14. The Action Plan is now being delivered. Quarterly progress reports will be considered by the Housing Scrutiny Panel.  <b>(March 2013) The Officer Project Team has continued to meet and officers have been working hard to deliver the Welfare Reform Mitigation Action Plan. As at May 2013, 36 (61%) of the 59 tasks on the Action Plan had been completed, with good progress being made with a further 3 (5%) tasks. Of the remaining 20 tasks only one has had limited progress; 6 actions (10%) have been identified as no longer being required and a further 13 actions (22%) are not yet required. As more information becomes available it is being analysed and publicised. Specific information is also being shared with particular groups of claimants such as those who</b>



will be affected by the benefit cap or will be deemed to be under-occupying. However, this process is being complicated by the DWP making late changes to policy that contradict advice we have given based on their previous policy stance.

#### 4. The implementation of initiatives to help mitigate the impact of the current economic conditions on local communities and businesses, where resources permit and value for money can be achieved from the Council's activities

Action	Status	Progress
CO4.a - Make no increase in the Council Tax for 2012/13	N/A	This is the high-level action for Key Objective CO4.a. See progress against the specific next level actions CO4.a(i) and CO4.a(ii)
CO4.a - (i) The freezing of the Council Tax for 2012/13 at 2011/12 levels	Achieved	(November 2012) The Council Tax was frozen for 2012/13 and the specific grant from Government was secured.
CO4.a - (ii) Secure the government grant in lieu of Council Tax increase	Achieved	(November 2012) The Council Tax was frozen for 2012/13 and the specific grant from Government was secured.
CO4.b - Make no increase in off-street parking charges	On Track	(September 2012) Car parking charges have been retained at former levels for the third consecutive year.  <b>(March 2013) Car parking charges have been retained at the same level for the fourth consecutive year and a review of short stay parking is underway in Epping in order to provide additional short stay spaces, following recent changes to tariffs at the Central Line Station.</b>
CO4.c - Provide free off-street car parking on Saturdays in towns	On Track	(September 2012) Car parking remains free in long stay and mixed tariff car parks in at least one car park in each town in the District.  <b>(March 2013) Car parking remains free in long stay and mixed tariff car parks in at least one car park in each town in the District.</b>
CO4.d - Provide free Saturday off-street parking throughout December 2012	On Track	(September 2012) It is assumed that Members will wish to retain free weekend car parking during the month of December. However a formal decision is awaited.  <b>(March 2013) Free parking on Saturdays in December was again provided in December 2012. It is assumed that Members will wish to retain free weekend car parking during the month of December and the Portfolio Holder will consult with cabinet colleagues later in the calendar year.</b>
CO4.e - Ensure parity in council's short and long-term parking charges	Pending	This is the high-level action for Key Objective CO4.a. See progress against the specific next level actions CO4.e(i) and CO4.e(ii) (September 2012) This will be considered alongside the consideration of the public survey and tariff structures / income targets for 2013/14.  <b>(March 2013) No action has been required given the Cabinet decision to retain existing tariffs for 2013/14. However, recent changes in LUL tariffs, resulting in additional commuter pressure in the Council's car parks,</b>

			<b>will require a detailed consideration of the Council's tariff structures for 2014/15. Consideration is currently being given to the creation of dedicated short stay parking spaces in one of the Epping car parks, to assist local shoppers and visitors in securing parking spaces.</b>
C04.e - (i) The completion of a car park usage survey		Under Control	(September 2012) The on line and face to face surveys have been completed but are yet to be formally reported to Members. This will be undertaken as part of the fees and charges considerations for the 2013/14 budget.  <b>(March 2013) As reported above the users survey has been completed. This was not reported to Members given the decision to make no tariff changes for the 2013/14 budget. However, the recent changes in tariffs at LUL stations will require tariff structures to be reconsidered for 2014/15. The survey of businesses views of car parking remains outstanding.</b>
C04.e - (ii) Assessment of local business car park needs and concerns		Not Started	(September 2012) Intention was to deal with the public responses and then consider the views of traders / businesses. This will be undertaken once Members have considered the outcomes of the public survey results.  <b>(March 2013) This survey remains outstanding, but steps are in place to consider how best to proceed, using the Town Centre Partnerships as the preferred route.</b>
C04.f - To make no increase in a number of other council charges		N/A	<i>This is the high-level action for Key Objective CO4.a. See progress against the specific next level actions CO4.f(i), CO4.f(ii) and CO4.f(iii)</i>
C04.f - (i) The freezing or reduction of at least 50% of housing-related charges		Achieved	(November 2012) 22 (50%) of the 44 Housing-Related Fees and Charges were either reduced or frozen for 2012/13.
C04.f - (ii) The freezing of the council's domestic and trade waste related charges		Achieved	(September 2012) The only fee increases applied were as a result of cost increases arising through the contract with Sita.  <b>(March 2013) As in 2012, fee increases have been restricted to those arising via the contract with Sita. It should be noted that currently no local traders avail themselves of this provision.</b>
C04.f - (iii) The review of the effect of the council's fees and charges for 2012/13		Achieved	(November 2012) The annual report containing an analysis and recommendations for changes in the Council's fees and charges for 2013/14, was considered by the Finance and Performance Management Cabinet Committee at its meeting on 22 November 2012.

## 5. Maximising the provision of affordable housing within the district

Action	Status	Progress
C05.a - Prepare for commencement of house-building programme in 2013/14	N/A	<i>This is the high-level action for Key Objective CO5.a. See progress against the specific next level actions CO5.a(i), CO5.a(ii) and CO5.a(iii)</i>
C05.a - (i) Appointment of development agent to undertake house building process	On Track	(November 2012) Good progress has been made with the appointment. At its meeting on 12th March 2012, the Cabinet agreed the content of the Pre-Qualification Questionnaire (PQQ), including the associated PQQ Selection Criteria. At its subsequent meeting on the 23rd April 2012, the Cabinet also agreed the Selection Criteria for the main

		<p>tender exercise. A total of 63 Expressions of Interests were received to the advert placed in the Official Journal of the European Union (OJEU), which resulted in 13 completed PQQs being received. Following a detailed assessment/scoring of each PQQ, using the Cabinet's agreed Selection Criteria and a formal validation/moderation process involving the Housing Portfolio Holder, 6 organisations were shortlisted to provide detailed tender submissions. The formal Invitation to Tender was issued on 27th July 2012, with a Closing Date of 7th September 2012. The tender submissions were opened by the Housing Portfolio Holder on 12th September 2012. In the event, two tenderers withdrew during the Tender Period, resulting in four tenders being received. Technical assessments of the tenderers' submissions were undertaken by an Evaluation Panel, who scored the Quality Submissions in accordance with the pre-determined Selection Criteria and interviewed each of the tenderers to clarify points arising from their submissions. The Cabinet-appointed Selection Panel (members and officers) are due to receive presentations from each of the tenderers on 8th November 2012. The Presentations have a weighting of 10% of the total score. The Selection Panel will then make its recommendations on the recommended and reserve tenderer to be appointed as the Development Agent to the Cabinet on 3rd December 2012. Under EU Procurement Regulations, following the Cabinet's decision, there is a three-week "stand still" (Alcatel) period, after which the contract can be entered into. Therefore, it is envisaged that the contract will be signed and commence in January 2013 - in advance of the target deadline.</p> <p><b>(March 2013) The Cabinet has agreed to appoint East Thames Group to be the Council's Development Agent. Despite best efforts, the contract has not yet been signed, but is due to be signed imminently. However, in the meantime, East Thames has been undertaking the requirements of the contract, at its own risk. This has included undertaking the detailed preparatory work for the development agency role, undertaking development and financial appraisals for the proposed first three sites for Year 1 of the House Building Programme (to be reported to the Council House Building Cabinet Committee in July 2013); and drafting the Council's Development Strategy. Furthermore, following the Cabinet's decision to ask East Thames to project-manage the proposed conversion scheme at Marden Close, Chigwell Row, East Thames has undertaken development and financial appraisals for the conversion scheme.</b></p>
C05.a - (ii) Identification of potential council-owned development sites	Achieved	<p>(November 2012) At its meeting on 23rd July 2012, the Cabinet considered 69 Council-owned difficult to let and small garage sites, and other housing land, whose development potential had been initially assessed by officers. Potentially, an absolute maximum of 227 new rented Council homes could be developed on these sites – although many of these sites are very problematical to develop, with the number of properties that can actually be developed likely to be much less. The Cabinet agreed a methodology for separating the sites into a "Primary List" and "Reserve List", and agreed that detailed development and financial appraisals should only be undertaken at this stage of all those sites on the Primary List. However, it was also agreed when sites should be promoted from the Reserve List to the Primary List and the circumstances when appraisals should be undertaken for sites on the Reserve List in the future. The list of sites will be passed to the Council's Development Agent (when appointed), which will formulate a Development Strategy for adoption by the Cabinet, and which will include a proposed methodology for determining the order in which the detailed development appraisals, and the subsequent development of sites be taken forward, should be undertaken. Further initial development assessments will be undertaken over time of other garage sites that may be suitable for development, with further reports submitted to the Cabinet as appropriate to consider whether or not they should be added to either the Primary List or Reserve List.</p> <p><b>(March 2013) No further action required.</b></p>

<p>C05.a - (iii) Determine the future use of Leader Lodge, North Weald</p>		<p>Achieved</p>	<p>(November 2012) At its meeting on 12th March 2012, the Cabinet determined the future use of Leader Lodge. The Cabinet agreed that Leader Lodge and the associated land should be sold on the open market for private housing by the Council's Estates and Valuations Division, through the invitation of tenders for purchase; In respect of the open market sale of the site, the Cabinet also agreed that : (a) Prospective purchasers should be invited to provide either one or two tenders, and be required to state their intentions within their tender(s) on whether the tender(s) is/are based on the existing Leader Lodge building being retained (with or without additional development) or demolished; (b) The Housing Portfolio Holder should be authorised to accept the most appropriate tender received, which shall be either; (i) the highest tender received based on Leader Lodge being retained; OR (ii) the highest tender received based on Leader Lodge being demolished; (c) The Housing Portfolio Holder should not be required to accept the highest tender overall; (d) If the accepted tender is based on the proposed retention of Leader Lodge, a covenant be included in the sale requiring that the building shall not be demolished; It was also agreed that potential purchasers should be advised of the matters that the Housing Portfolio Holder will take into account when considering the tenders received. The Cabinet also agreed that the capital receipt from the sale of the site be ring-fenced for use as a cross-subsidy for the Council's own new house building programme, if required, and that the site be sold as soon as reasonably practicable. The Council's Estates and Valuation Division is currently in the process of undertaking the tender exercise and will report to the Housing Portfolio Holder on the outcome shortly.</p> <p><b>(March 2013) A preferred tenderer has been selected and approved by the Housing Portfolio Holder. Although the tenderer indicated their intention to withdraw their tender, in May 2013, they confirmed their intention to proceed with the purchase at the tendered price.</b></p>
<p>C05.b - Provide loans to council's housing association partner to enable shared ownership purchases</p>		<p>N/A</p>	<p><i>This is the high-level action for Key Objective CO5.b. See progress against the specific next level actions CO5.b(i), CO5.b(ii) and CO5.b(iii)</i></p>
<p>C05.b - (i) Provision of shared ownership loan to Broxbourne Housing Assoc.</p>		<p>Achieved</p>	<p>(November 2012) The first Open Market Shared Ownership loan was completed on 22nd March 2012, ahead of the target date</p>
<p>C05.b - (ii) Completion of remaining shared ownership loans to Broxbourne Housing Association</p>		<p>On Track</p>	<p>(November 2012) Three loans have been completed to date. A further three applicants are awaiting the exchange of contracts for their chosen properties. The final two applicants are currently sourcing their properties to buy. It is envisaged that all 8 loans within Phase 1 will have completed by 31 March 2013.</p> <p><b>(March 2013) Due to a number of withdrawals, only 5 loans were completed by 31 March 2013. However, a further 2 loans were completed in April and May, leaving just one loan to be completed - for which two applicants have had their mortgage applications approved and are currently looking for suitable properties.</b></p>
<p>C05.b - (iii) Review of Shared Ownership Scheme</p>		<p>Achieved</p>	<p>(November 2012) In August 2012, the Housing Portfolio Holder undertook a formal review of the Open Market Shared Ownership (OMSO) Scheme and concluded that Phase 1 of the Scheme had been successful. He therefore agreed that Phase 2 of the OEMSO Scheme should be implemented - to provide loans for a further 6 property purchases - and that existing applicants on the OEMSO Scheme's Waiting List should be given priority for Phase 2 of the Scheme The Housing Portfolio Holder also agreed that the following changes should be made to the Scheme's criteria for Phase 2: (a) The maximum property purchase price be increased to £250,000; (b) The purchase by applicants of three</p>

			bedroom properties be allowed; and (c) The maximum single/joint income eligible for the scheme be increased from £60,000 to £80,000 per annum; It was also agreed that a further review of the OMSO Scheme be undertaken by the Cabinet, once either e either the further 6 property purchases under Phase 2 have been completed or 9 months' later (whichever is the earlier), in order to consider whether the Scheme should be extended further and additional budget provision made within the Housing Capital Programme accordingly.
<i>C05.c - Complete build of straw bale housing association properties</i>	N/A		<i>This is the high-level action for Key Objective CO5.c. See progress against the specific next level actions CO5.c(i), CO5.c(ii) and CO5.c(iii)</i>
C05.c - (i) Determine planning application for straw bale development at Millfield		Achieved	(November 2012) Planning permission was granted on 7th March 2012.
C05.c - (ii) Completion of lease of land at Millfield to Hastoe Housing Association		Achieved	(November 2012) The lease of the land at Millfield to Hastoe Housing Association was completed on 28th March 2012.
C05.c - (iii) Commencement of straw bale development at Millfield		Achieved	(November 2012) The development of the straw bale development at Millfield commenced on site at the end of March 2012, ahead of the target date.  <b>(March 2013) The scheme is due for completion in June 2013, and will be the first housing association properties in the country built of straw bales, which has attracted a lot of national media interest. The Secretary of State for Communities and Local Government has agreed to undertake the Official Opening later in the year.</b>
<i>C05.d - Complete at least 34 and commence at least 69 new affordable homes</i>	N/A		<i>This is the high-level action for Key Objective CO5.d. See progress against the specific next level actions CO5.d(i), CO5.d(ii), CO5.d(iii) and CO5.d(iv)</i>
C05.d - (i) Completion of 5 affordable homes at Church Hill, Loughton		On Track	(November 2012) The development is on site and Moat Housing expects completion of the development in January 2013, ahead of the target date.  <b>(March 2013) The completion of the 5 properties has been delayed to May 2013, due to two of the properties being built close to the access way to the site, which have to be completed last on the site, due to allowing lorries into the site without height restriction.</b>
C05.d - (ii) Completion of 29 affordable homes at Sewardstone Road, Waltham Abbey		Achieved	(November 2012) Completion of the development was delayed due to problems with the provision of services and utilities. However, Phase 2 - comprising 39 affordable homes - was completed in May 2012, and Phase 3 - comprising a further 29 affordable homes - was completed in August 2012.
C05.d - (iii) Start on site 52 new affordable homes at Jennikings Nursery, Chigwell		Achieved	(November 2012) The Section 106 Agreement for the development has been signed and the Reserved Matters Application has been submitted and is currently under consideration by planning officers. It is envisaged that the development will commence before the target date of 31st March 2013.  <b>(March 2013) The development commenced on site in March 2013, and is expected to complete by March</b>

			<b>2015.</b>
C05.d - (iv) Start on site 17 new affordable homes at Manor Road, Chigwell		Achieved	(November 2012) The Section 106 Agreement for the development has been signed and the development has detailed planning permission. East Thames Housing Group, the housing association providing the affordable housing envisages that the development will commence around November 2012, ahead of the target date of 31st March 2013.  <b>(March 2013) The development commenced on site in April 2013. The delay was due to East Thames seeking a variation to the original planning permission, which was not approved by the Council. The development is due to complete in May 2014.</b>
C05.e - Progress residential development at Pylles Lane, Loughton		Behind Schedule	(November 2012) Authority to submit a planning application was agreed following consideration of a call-in. Phase 1 of the habitat survey was carried out in early November and a report is expected later in the month, when officers are due to meet with Essex County Council's highway engineers. Subject to the outcome of these events, a planning application will be submitted to the next appropriate planning committee.  <b>(March 2013) The planning application submitted by the Council for the proposed development was refused in May 2013</b>
C05.f - Review Strategic Housing Market Assessment and number of affordable homes required	N/A		<i>This is the high-level action for Key Objective CO5.f. See progress against the specific next level actions CO5.f(i) and CO5.f(ii)</i>
C05.f - (i) Review of Strategic Housing Market Assessment		On Track	(October 2012) The Strategic Housing Market Assessment was commissioned on behalf of six adjoining authorities in 2008 – Brentwood BC, Broxbourne BC, East Herts DC, Epping Forest DC, Harlow DC and Uttlesford DC. Given changes in the economy, the ranges of affordable housing products available and the likely abolition of the East of England Plan the study now needs to be updated.  <b>(March 2013) The Strategic Housing Market Assessment is currently under review. Of the original six authorities, four have taken forward this review (East Herts DC, Epping Forest DC, Harlow DC and Uttlesford DC). Both Broxbourne BC and Brentwood BC have made alternative arrangements, and it is not considered their absence from this review raises any issues around cross boundary working or cooperation, as these areas are largely within self contained Housing Market Areas. A draft version of the review was received in April 2013, and the final version is expected in June 2013. A further additional piece of study work on the needs of an ageing population is expected to be delivered in draft in June 2013.</b>
C05.f - (ii) Update of Strategic Housing Market Assessment		On Track	(October 2012) The update of the Strategic Housing Market Assessment has been commissioned by four of the original six partner authorities. Both Brentwood BC and Broxbourne BC have made their own separate arrangements. A draft report has recently been received, and the final update report is due to be complete by the end of the year.  <b>(March 2013) The Strategic Housing Market Assessment is currently under review. Of the original six authorities, four have taken forward this review (East Herts DC, Epping Forest DC, Harlow DC and Uttlesford DC). Both Broxbourne BC and Brentwood BC have made alternative arrangements, and it is not considered their absence from this review raises any issues around cross boundary working or cooperation, as these areas are largely within self contained Housing Market Areas. A draft version of the review was received in April 2013, and the final version is expected in June 2013. A further additional piece of study work on the</b>

needs of an ageing population is expected to be delivered in draft in June 2013.

## 6. The implementation of relevant provisions contained within the Localism Act 2011 and other public sector reforms

Action	Status	Progress
C06.a - Implement relevant provisions contained in the Localism Act 2011	On Track	<p>(October 2012) Neighbourhood Planning was introduced as part of amendments to the planning system under the Localism Act 2011. The Council is focusing resources on the preparation of the Local Plan, as neighbourhood plans must be in conformity with an up-to-date Local Plan. In other places around England, where no up-to-date Local Plan is in place, neighbourhood plans have been found unsound. The Forward Planning team have therefore been encouraging parish councils to get fully involved in the preparation of the Local Plan at present.</p> <p><b>(March 2013) The process described above has continued, however Moreton, Bobbingworth and The Lavers have indicated their intention to commence work on a Neighbourhood Plan, and representations have been invited upon it, as the first formal stage. Ultimately, the approval of such plans has to go through quite a number of procedural steps, including the holding of a referendum.</b></p>
C06.b - Improve partnerships with voluntary community agencies in the district	Achieved	<p>(November 2012) The Epping Forest District and Essex Compacts are reviewed on an ongoing basis and the council is currently meeting all requirements in terms of the principles set out within each of the Codes of Good Practice. The council is developing a Volunteering Strategy to further strengthen partnership working with the voluntary and community sector.</p> <p><b>(March 2013) All relevant actions completed.</b></p>
C06.c - Progress arrangements for Individual Electoral Registration	N/A	<p><i>This is the high-level action for Key Objective CO6.c. See progress against the specific next level actions CO6.c(i) and CO6.c(ii)</i></p>
C06.c - (i) Identification of resources required for transition to Individual Electoral Registration	Under Control	<p>(November 2012) Details of the Government's funding arrangements for the transition to Individual Electoral Registration (IER) have not yet been issued, and no review of the local resourcing of IER in the transitional phase and thereafter, is therefore yet possible. See also Action C06.c(ii)</p> <p><b>(March 2013) The council has received an initial allocation from the Cabinet office in respect of the transition to IER. This amount (£7300) was based on the size of the current register and has been spent, in accordance with Government guidelines, on equipment improvements designed to deal with the large increase in throughput of electoral registration forms once IER is fully operational.</b></p> <p><b>Funding has provided four new computer terminals, three new monitors, two new scanners, two new scanning work stations and improved storage which is secure. No additional staffing has been funded from this source. A further allocation of support funding can be expected at a later stage but this is dependent on the outcome of a data matching trial between the Department of Work and Pensions (DWP) records and the current register, to be held in July 2013. Resources are likely to be linked to the percentage matching level achieved at the trial.</b></p>

C06.c - (ii) The determination of the resource implications of the Individual Electoral registration process		Under Control	<p>(November 2012) See also Action C06.c(i) Details of the Government's funding arrangements for the transition to Individual Electoral Registration (IER) have not yet been issued, and no review of the local resourcing of IER in the transitional phase and thereafter, is therefore yet possible.</p> <p><b>(March 2013) A clear picture of ongoing resource requirements for IER will not emerge until the data matching trial during July 2013 (see CO6.c (i) above).The match percentage between DWP data and the current register will give a good indication of the scale of the additional resource requirements. Any percentage match of below 70% will indicate that a considerable amount of work will be necessary to achieve a fully accurate register. Performance above 70% may mean that further work can be managed from existing resources.</b></p> <p><b>A major cost item will be for postage. A concerted effort will be mounted to encourage the public to use "non-paper" means of registering (e.g. online, in person or by telephone) so that numbers of mailings and re-mailings can be kept to the absolute minimum. It is likely that, however successful this campaign will be, additional postal costs will be incurred.</b></p>
C06.d - Consider the introduction of fixed-term, flexible tenancies for council tenants	N/A		<p><i>This is the high-level action for Key Objective C06.d. See progress against the specific next level actions C06.d(i), C06.d(ii), C06.d(iii), C06.d(iv) and C06.d(v)</i></p>
C06.d - (i) Provision of information sessions on housing tenure reform provisions of Localism Act 2011		Achieved	<p>(November 2012) A comprehensive Briefing Session on the housing tenure reforms was given to all Members of Council on the 14th June 2012 and the Tenants and Leaseholders Federation on 27th June 2012.</p>
C06.d - (ii) Consideration of high-level policy issues relating to fixed-term tenancies		Achieved	<p>(November 2012) Following informal discussions amongst Cabinet Members, the Housing Portfolio signed a Portfolio Decision on 17th August 2012 setting out the proposed approach to be taken to the Council's new Tenancy Policy and the use of fixed term tenancies and asking the Housing Scrutiny Panel to give consideration to the detailed Tenancy Policy itself. The agreed approach is to implement a Pilot Scheme to grant 10-year fixed term tenancies to all new tenants of Council properties with 3 or more bedrooms. The Portfolio Decision also covered the criteria to be used at the end of the fixed term to assess tenants' eligibility for a further fixed or secure tenancy of either the same or another Council property, and agreed that the success of the Pilot Scheme should be reviewed after 12 months operation.</p>
C06.d - (iii) Consideration by Housing Scrutiny Panel of proposed new Tenancy Policy		Achieved	<p>(November 2012) It was not possible, due to other commitments, to report the Draft Tenancy Policy to the Housing Scrutiny Panel by 31 July 2012. However, the detailed Tenancy Policy has now been drafted by officers and will be considered by the Housing Scrutiny Panel at a special meeting on 17th December 2012.</p> <p><b>(March 2013) Detailed consideration was given by the Housing Scrutiny Panel to the proposed Tenancy Policy at its special meeting on 17th December 2012, at which the Scrutiny Panel recommended its adoption to the Cabinet</b></p>
C06.d - (iv) Adoption by Cabinet of the new Tenancy Policy		Achieved	<p>(November 2012) It was not possible, due to other commitments, to report the Draft Tenancy Policy to the Housing Scrutiny Panel in sufficient time for the Cabinet to adopt the Tenancy Policy by 30 September 2012. However, the detailed Tenancy Policy has now been drafted by officers and will be considered by the Housing Scrutiny Panel at a special meeting on 17th December 2012. It is now programmed that the Cabinet will consider the Housing Scrutiny</p>



			<p>Panel's recommendations on the Tenancy Policy at its meeting on 11th March 2013 - at the same time as it considers the Housing Scrutiny Panel's recommendations on a new Housing Allocations Scheme, since the two issues are linked.</p> <p><b>(March 2013) At its meeting in March 2013, the Cabinet considered the draft Tenancy Policy proposed by the Housing Scrutiny Panel , and agreed its adoption with effect from 1st September 2013</b></p>
C06.d - (v) Implementation of the new Tenancy Policy		On Track	<p>(November 2012) Since the Cabinet will not adopt the Tenancy Policy until its meeting on 11th March 2013, the programmed date for the new Tenancy Policy to commence is now 1st June 2013.</p> <p><b>(March 2013) Following the Cabinet's adoption of the Tenancy Policy with effect from 1st September 2013, officers are undertaking the detailed preparatory work, which is significant. This includes a complete review of the Council's Standard Tenancy Conditions, for use with the new flexible tenancy agreement.</b></p>
C06.e - Undertake a review of the Housing Allocations Scheme		N/A	<p><i>This is the high-level action for Key Objective C06.e. See progress against the specific next level actions C06.e(i), C06.e(ii), C06.e(iii), C06.e(iv) and C06.e(v)</i></p>
C06.e - (i) Provision of information sessions on housing allocation provisions of Localism Act 2011		Achieved	<p>(November 2012) A comprehensive Briefing Session on the new flexibilities for housing allocations given by the Localism Act 2011 and the use of a Local Eligibility Criteria was given to all Members of Council on the 14th June 2012 and the Tenants and Leaseholders Federation on 27th June 2012.</p>
C06.e - (ii) Consideration of the high-level policy issues relating to housing allocation provisions		Achieved	<p>(November 2012) Following informal discussions amongst Cabinet Members, the Housing Portfolio signed a Portfolio Decision in September 2012 setting out the proposed approach to be taken to the formulation of a new Housing Allocations Scheme and asking the Housing Scrutiny Panel to give consideration to the detailed Tenancy Policy itself. The agreed approach is to introduce a Local Eligibility Criteria for all new and existing housing applicants requiring that they must have lived within the District for at least 3 years (2.5 years for existing tenants) to be eligible for the Housing Register and that they must have some assessed housing need and not have sufficient income and/or savings to enable them to purchase their own accommodation. The Housing Portfolio Holder also agreed a range of other provisions, and that the new Allocations Scheme should be reviewed after 12 months operation. The Housing Portfolio Holder's Decision was beyond the target date set, due to the Commencement Order being made and the new Code of Guidance on Allocations being issued later than expected.</p>
C06.e - (iii) Consideration by Housing Scrutiny Panel of new Housing Allocations Scheme		Achieved	<p>(November 2012) It was not possible to report on a new Housing Allocations Scheme to the Housing Scrutiny Panel by 31 July 2012, due to the Commencement Order for the provisions under the Localism Act 2011 being made, and the new Code of Guidance on Allocations being issued, later than expected. However, a draft Housing Allocations Scheme has now been drafted by officers and is currently being reviewed by external legal advisors, prior to it being considered by the Housing Scrutiny Panel at a special meeting on 17th December 2012.</p> <p><b>(March 2013) Detailed consideration was given by the Housing Scrutiny Panel to the proposed new Housing Allocations Scheme at its special meeting on 17th December 2012, at which the Scrutiny Panel recommended its adoption to the Cabinet</b></p>

C06.e - (iv) Adoption by Cabinet of the new Housing Allocations Scheme		Achieved	<p>(November 2012) It was not possible to report on a new Housing Allocations Scheme to the Housing Scrutiny Panel in sufficient time for the Cabinet to adopt the Tenancy Policy by 31 October 2012, due to the Commencement Order for the provisions under the Localism Act 2011 being made, and the new Code of Guidance on Allocations being issued, later than expected. However, a new Housing Allocations Scheme has now been drafted by officers and will be considered by the Housing Scrutiny Panel at a special meeting on 17th December 2012. It is now programmed that the Cabinet will consider the Housing Scrutiny Panel's recommendations on the new Housing Allocations Scheme at its meeting on 11th March 2013, following the required statutory consultation process with Registered Providers of Social Housing and others - at the same time as it considers the Housing Scrutiny Panel's recommended Tenancy Policy, since the two issues are linked.</p> <p><b>(March 2013) At its meeting in March 2013, the Cabinet considered the draft new Housing Allocations Scheme proposed by the Housing Scrutiny Panel, and agreed its adoption with effect from 1st September 2013.</b></p>
C06.e - (v) Implementation of the new Housing Allocations Scheme		On Track	<p>(November 2012) Since the Cabinet will not adopt the new Allocations Scheme until its meeting on 11th March 2013, the programmed date for the new Housing Allocations Scheme to commence is now 1st June 2013.</p> <p><b>(March 2013) Following the Cabinet's adoption of the new Housing Allocations Scheme with effect from 1st September 2013, officers are currently undertaking the detailed preparatory work, which is significant. This includes the introduction of a new hosting arrangement with the Council's choice based lettings agency (Locata), the introduction of a new on-line Housing Application Form, writing to and deleting from the Housing Register all housing applicants that do not appear to be eligible under the new Scheme and reviewing and banding the renewed on-line applications from all the remaining applicants. The implementation also includes the arrangements for the Council's new policy to discharge its homelessness duty to homelessness applicants with less than 3 years' residence in the District by securing accommodation for them in private rented accommodation.</b></p>
C06.f - Ensure council's ability to engage fully in Health and Wellbeing Board		Under Control	<p>(September 2012) Member appointment made to the Health &amp; Wellbeing Board. Officers, Members and One Epping Forest have had the opportunity to participate in the priority setting exercise for Essex. The JSNA for EFDC has been published. Work continues to ensure that West Essex and EFDC needs are fully considered as part of further priority setting.</p> <p><b>(March 2013) The Council's Key Objectives for 2013/14 sets out the requirement to prepare a local public health strategy by the autumn of 2013. This will be undertaken in parallel with the preparation of a leisure strategy by the same time. These tasks are being led by the Deputy Chief Executive.</b></p>
C06.g - Ensure council's ability to engage fully in process of appointing and overseeing Police and Crime Commissioner		N/A	<p><i>This is the high-level action for Key Objective CO6.g. See progress against the specific next level actions CO6.g(i), CO6.g(ii), and CO6.g(iii)</i></p>
C06.g - (i) Appointment of member to Police and Crime Panel for Essex		Achieved	<p>(September 2012) Member appointed to the Police and Crime Panel.</p>
C06.g - (ii) Ensure partnership ability to positively engage with		On Track	<p>(September 2012) Working within the umbrella of Safer Essex, the Epping Forest Community Safety Partnership has been positively engaging with prospective PCC candidates and contributed to the production of a Community Safety</p>

Police and Crime Commissioner			<p>Prospectus setting out for PCC candidates what CS Partnerships could offer by way of targeted services.</p> <p><b>(March 2013) Following the election and appointment of the Police and Crime Commissioner, he was invited to, and accepted, an invitation to address the Safer, Cleaner, Greener Scrutiny Panel. The Safer Communities Team has also made successful bids to the PCC to provide funding for local safety schemes. The PCC held his first public meeting in the Council Chamber on 23 May 2013.</b></p>
C06.g - (iii) Consider amalgamation of local Safer Communities Partnerships		Under Control	<p>(September 2012) Until such time as the PCC is elected into the post, no positive steps have been taken. However, the EFD Community Safety Partnership is fully aware of the likely pressure that will be brought to bear to reduce overall the number of Partnerships within Essex and this has been the subject of discussion at the most recent Partnership Strategy meeting.</p> <p><b>(March 2013) At present the newly elected PCC has shown no inclination to press forward with requests for amalgamations. The PCC has provided funding, through application, to any of the CSPs within Essex, and this Council's CSP has been successful in securing funding through this route. Although amalgamations have not been pursued, the Partnership continues to work with other CSPs and, by way of example, this year's Crucial Crew will include all schools from within the Brentwood Borough area.</b></p>

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## **Report to the Cabinet**

**Report reference:** C-014-2013/14

**Date of meeting:** 22 July 2013



**Epping Forest  
District Council**

**Portfolio:** Planning

**Subject:** Neighbourhood Planning

**Responsible Officer:** Kassandra Polyzoides (01992 564119).

**Democratic Services Officer:** Gary Woodhall (01992 564470).

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### **Recommendations/Decisions Required:**

- (1) To note the latest information on Neighbourhood Planning and this Council's statutory duties in relation to the former;
- (2) To note the budgetary requirements, current staffing allocations and potential future resource requirements in relation to delivering Neighbourhood Development Plans;
- (3) To agree the governance arrangements for the delivery of Neighbourhood Development plans;
- (4) To agree the level of advice and assistance currently available from Forward Planning staff to town and parish Councils in support of delivering Neighbourhood Development Plans; and
- (5) To designate the Neighbourhood Area of the Moreton, Bobbingworth and the Lavers Neighbourhood Area following receipt of representations.

### **Executive Summary:**

Neighbourhood Development Plans (NDPs) were introduced as part of the Localism Act 2011 and enable local communities (town/parish council's or designated neighbourhood forums) to produce Neighbourhood Plans which when approved are part of the statutory development plan and adopted as Council policy. NDP's need to be grounded in Local Plan evidence and include intensive consultation and stakeholder engagement. There are specific statutory responsibilities that Council's need to fulfil under the Localism Act to facilitate the preparation of a NDP. One of these is to provide advice and assistance to communities in the production of plans. During 2013/14 the Government is offering grant contributions to local authorities to support the delivery of NDP's and these can be applied for following the completion of stages of plan making. Moreton, Bobbingworth and the Lavers Parish Council have submitted an application for a Neighbourhood Area designation in order to progress with a Neighbourhood Plan. This has been publicised in accordance with the regulations.

### **Reasons for Proposed Decision:**

All decisions have been recommended in order for the Council to meet its duties under the relevant regulations.

## Other Options for Action:

The above recommendations need to be met in order for the Council to meet its duties under the regulations.

## Report:

1. The Government introduced Neighbourhood Planning as part of the Localism Act 2011, in order to enable town parish councils and Neighbourhood Forums (Neighbourhood Forums are designated in authorities that are not parished) to actively participate in plan making. A Neighbourhood Development Plan (NDP), once it has passed a referendum, will be part of the statutory development plan and will need to be taken into account in the determination of planning applications. It can include housing and employment land allocations, policies and design statements and can be as simple or as complicated as the town/parish council choose. The NDP must meet certain conditions including compliance with the NPPF, the Council's Local Plan and therefore be thoroughly evidenced, as well as meet all the criteria set out in the relevant regulations. One of the duties the Council is obligated to pursue is the designation of a Neighbourhood Area, which includes seeking representations, once a town/parish Council submits a formal request for designation. The Neighbourhood Area boundary will cover the remit of the Neighbourhood Development Plan.

2. Under the Town and Country Planning Act 1990 (as amended), the Council has a statutory duty to advise and assist communities in the preparation of Neighbourhood Development Plans and orders and to take plans through a process of examination and referendum. The Localism Act 2011 (Part 6 chapter 3) sets out all the Local Planning Authority (LPA) responsibilities, which includes carrying the costs associated with some tasks, as follows:

- (a) Designating a forum (not relevant to Epping Forest);
- (b) Designating the area of the NDP. The LPA are responsible for organising and paying for the publicity both on the application for designation and on the decision made;
- (c) Advising or assisting communities in the preparation of a neighbourhood plan. The 1990 Act Schedule 4B para 3 states: "*A local planning authority must give such advice or assistance to qualifying bodies as, in all the circumstances, they consider appropriate for the purpose of, or in connection with, facilitating the making of proposals for NDPs in relation to neighbourhood areas within their area*". This applies to NDP's through S3A of the Planning and Compulsory Purchase Act 2004. There is no requirement to give financial assistance;
- (d) Checking a submitted plan meets the legal requirements;
- (e) Arranging for the independent examination of the plan;
- (f) In addition legislation sets out who the relevant Councils are with responsibility for arranging the referendums, in our case it is the District Council. These referendums will need to be carried out via the Council's electoral services, in line with other referenda and the relevant regulations; and
- (g) Subject to the results of the referendum bringing the plan into force.

3. A full legal compliance checklist for Local Planning Authorities duties, supplied by the LGA and PAS is included at Appendix 1.

4. To support local planning authorities in this work, financial support has been provided by the DCLG. For 2013/14 LPAs can claim £5,000 following each designation of a Neighbourhood Plan Area. A further payment of £5,000 becomes available when the local authority publicises the Neighbourhood Development Plan prior to examination and a third payment of £20,000 on the successful completion of an independent examination. It is not clear whether funding will be available beyond this period. Separately to this there is, for the period from 2013/2015, support by way of grant payments up to £7,000 per Neighbourhood Area to contribute to the costs incurred by the group preparing the NDP. This programme is being delivered by Locality <http://locality.org.uk/>

5. There is currently one Neighbourhood Area recommended for designation from Moreton, Bobbingworth and the Lavers, which is covered separately in this report, below. An officer in Forward Planning has been allocated the task of producing further guidance/signposting to existing guidance on Neighbourhood Planning for town and parish Council's to be made available on the Council's website, and leading on Neighbourhood Planning as per our obligations outlined above. It needs to be noted however that should additional town/parish Councils come forward with proposals to designate, additional officer resource will be sought so as to not undermine the delivery of the Council's Local Plan. The cost of carrying out the referendum has been indicated as £5,000 and will be reimbursed to electoral services after the referendum has been delivered by the service.

6. On the basis that the Council's number one priority is the delivery of the Local Plan, and the Forward Planning teams' capacity, it is recommended that the level of advice and assistance provided to local councils for Neighbourhood Planning extends to:

- (a) Inception meeting to discuss local council aspirations and ensure clarity around level of District Council support and required information for designation, discuss project plan/programme for development of the plan;
- (b) Provide relevant updates and advice online regarding regulations, funding and Local Plan information, including emerging evidence base;
- (c) Signposting to all existing evidence base, other relevant studies and documents, ward profile information and data and maps;
- (d) Although an inception meeting is made available, this does not include subsequent meetings or attendance at evening meetings. A named officer will be available to answer key questions and provide updates on Local Plan work via telephone and email; and
- (e) Provide comments on a draft NDP and supporting documentation on conformity of the plan with the Local Plan and whether it meets the basic conditions and other legislative requirements.

7. Moreton, Bobbingworth and the Lavers Parish Council have submitted an application for a Neighbourhood Area designation in order to progress with a Neighbourhood Plan – a copy of their submission is included at Appendix 2. The application received from Moreton was publicised by EFDC in the following ways:

- (a) Information published on the Council's website;
- (b) Press release issued;
- (c) Correspondence sent to all Town and Parish Councils within the District; and

- (d) Public notices displayed within the Parish.

8. In accordance with Regulation 6 of The Neighbourhood Planning (General) Regulations 2012, representations were invited for a period of 6 weeks from 7 May until 18 June 2013. During this period no representations were received. Drawing on the experience of other Local Planning Authorities, it is worth noting that it is not unusual to receive little or no response when an application of this nature is publicised. Given that the proposed Neighbourhood Area follows the Parish boundary, and that there are no valid or reasonable reasons for refusal, the Council is required to designate the Neighbourhood Area.

### **Resource Implications:**

Currently Neighbourhood Planning is being delivered within existing resources. Any additional requests for NDP's will require dedicated officer resource so as to not delay the delivery of the Local Plan.

There is no specific budget provision for the conduct of a local referendum. The estimated cost of the referendum will be dependent on the number of electors for the area deemed appropriate to vote on the Neighbourhood Plan. A typical bye election would cost up to £5,000 but this figure can only be regarded as indicative. Costs that can be anticipated include polling station hire, polling station staff, stationery and supplies, count centre and count staff.

Unit costs would be assisted if this referendum were to be held concurrently with other elections (eg the European Parliamentary elections in May 2014 (date to be determined by the EU Parliament which may be held alongside delayed District council elections).

### **Legal and Governance Implications:**

The Council is required to meet its duties under the relevant regulations as outlined within the report.

Neighbourhood Plans fall within the category of Council functions under the Local Government Act 2000 as functions not to be the sole responsibility of the Executive. Thus, although the process of considering such a plan is a matter for the Cabinet, a final decision on such a document is a matter for the full Council, to which the Cabinet should submit a recommendation.

It is proposed that Cabinet be responsible for designating Neighbourhood Areas and that bringing the NPD into force following a successful referendum sit with full Council, due to the relevance of NPDs to the Local Plan. It is recommended that responsibilities in between such as checking whether a submitted plan meets the legal requirements, arranging the independent examination of the plan and launching a referendum are delegated to officers.

The conduct of a local referendum is governed by the Localism Act 2011 and is conducted in accordance with the rules for conducting other elections. The Council on 23 April 2013 has authorised the Returning Officer as the responsible officer for the purposes of any local referendum held.

Moreton, Bobbingworth & The Lavers is a grouped Parish – comprising 5 separate Parishes, namely High, Little and Magdalen Lavers, Moreton and Bobbingworth. The parishes are grouped under a Government order made in 1973 and in practical terms function as a single parish although the individual parishes still exist as legal entities.



**Safer, Cleaner and Greener Implications:**

N/A.

**Consultation Undertaken:**

Whilst not a consultation, representations were invited with regard to designation of the Moreton, Bobbingworth & Lavers application for the designation of a Neighbourhood Area.

**Background Papers:**

Planning Advisory Service and Local Government Association- Legal Compliance Checklist for LPAs.

Moreton, Bobbingworth and the Lavers- submission for Neighbourhood Area designation.

**Impact Assessments:**

Risk Management

There are not many lessons learned to date with regard to developing and delivering NPD's as most are in their infancy. The most appropriate approach is that we ensure that, we are aware of other developing NPD's and their outcome and that we liaise with town and parish councils delivering NPD's so that we check that they are in line with our requirements.

Equality and Diversity

*Did the initial assessment of the proposals contained in this report for relevance to the Council's general equality duties, reveal any potentially adverse equality implications?* No

*Where equality implications were identified through the initial assessment process, has a formal Equality Impact Assessment been undertaken?* N/A

*What equality implications were identified through the Equality Impact Assessment process?*  
N/A

*How have the equality implications identified through the Equality Impact Assessment been addressed in this report in order to avoid discrimination against any particular group?*  
N/A

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## Legal Compliance Checklist: Meeting your authority's legal requirements for Neighbourhood Plans

Under the Town and Country Planning Act 1990 and Planning and Compulsory Purchase Act 2004, the local planning authority has a statutory duty to advise or assist communities in the preparation of neighbourhood development plans and to take plans through a process of independent examination. Local authorities are also responsible for the referendum. The Localism Act 2011 (Part 6 chapter 3) sets out the areas of the LPA responsibilities as:

- designating the area of the NDP
- designating a neighbourhood forum (where relevant)
- advising or assisting communities in the preparation of a neighbourhood plan
- Checking a submitted plan meets the legal requirements
- Arranging for the independent examination of the plan
- Determining whether the neighbourhood plan meets the basic conditions and other legal requirements
- Subject to the results of the referendum/s, bringing the plan into force.

In addition legislation sets out who the relevant councils are with responsibility for arranging the Referendum/s.

### Legal Compliance Checklist

The legal compliance checklist summarises the statutory duties placed on local planning authorities in the preparation and making of neighbourhood development plans. For a more detailed summary of the process, please see the detailed 'Guide for Councils: Meeting the requirements of the Legal Process for Neighbourhood Development Plans'.

The following provides a simple checklist to the tasks which need to be completed by the local planning authority. Reference to regulations and schedules, unless otherwise stated, are to the Neighbourhood Planning (General) Regulations 2012. Where relevant references are also included to the Town and Country Planning Act 1990 as amended.

Task	Complete (✓)
<b>1</b>	<b>designating the area of the NDP</b>
A	When an application for the designation of a neighbourhood area is received, check that the application contains the information listed in Regulation 5 namely: <ol style="list-style-type: none"> <li>1. A map identifying the area</li> <li>2. Statement explaining why it is considered an appropriate neighbourhood area</li> <li>3. Statement that the organisation making the application is a relevant body.</li> </ol> If it doesn't, the application should be returned.
B	Check the relevant body hasn't already submitted an area application that has not yet been determined. If it has, consider whether the application should be declined

C	<p>If the area application is promoted by a Parish Council, check that the area application either covers part of or the entire parish.</p> <p>If the area application is promoted by a potential neighbourhood forum, check that the area does not cover all or part of a parished area.</p>	
D	<p>Publicise the application for area designation and invite representations for a period of not less than 6 weeks.</p> <p>The information to be publicised is:</p> <ol style="list-style-type: none"> <li>1. A copy of the area application</li> <li>2. Details of how to make representations</li> <li>3. Details of the deadline for representations (Regulation 6).</li> </ol> <p>This should be publicised on the website and <u>in such other manner</u> as is considered likely to bring the area application to the attention of people who live, work or carry on business in the area to which the area application relates.</p>	
E	<p>In determining the application the following must be considered:</p> <ol style="list-style-type: none"> <li>1. how desirable it is to designate the whole of the parish area as a neighbourhood area, and</li> <li>2. how desirable it is to maintain the existing boundaries of areas already designated as neighbourhood areas (as areas designated as neighbourhood areas must not overlap), as well as</li> <li>3. whether the area should be designated as a business area.</li> </ol> <p>in accordance with Section 61G and H of the TCPA 1990.</p>	
F	<p>Check if it is necessary to modify an existing neighbourhood area, in accordance with Section 61G and 61H of the TCPA 1990. In making a modification consideration should be given as to whether the area should be designated as a business area</p>	
G	<p>If the area application is approved the decision must be publicised and the following details provided:</p> <ol style="list-style-type: none"> <li>1. the name of the neighbourhood area</li> <li>2. a map identifying the area</li> <li>3. the name of the parish council or neighbourhood forum who applied for the designation</li> </ol> <p>(Regulation 7)</p>	
H	<p>If the application is refused it the publication must include:</p> <ol style="list-style-type: none"> <li>1. the decision and statement of reasons (called a decision document)</li> <li>2. the details of where and when the decision document can be inspected)</li> </ol> <p>(Regulation 7).</p>	
I	<p>A map setting out all the current neighbourhood areas designated must be published and the map should indicate those which are business areas</p>	
<b>2</b>	<b>designating a neighbourhood forum (if relevant)</b>	
A	<p>Arrangements must be made to make people aware of the right to make applications to be designated as a neighbourhood forum for a neighbourhood area (1990 Act 61F (11))</p>	
B	<p>When a neighbourhood forum application is submitted check that the application contains the information listed in Regulation 8. If so, proceed to 2C. If the application does not contain all the information, return the application.</p> <p>The application received should include:</p> <ol style="list-style-type: none"> <li>1. Name of the proposed neighbourhood forum</li> <li>2. Copy of its written constitution</li> <li>3. Name of the neighbourhood area to which application relates and a map which identifies the area.</li> </ol>	

	<p>4. Contact details of at least one member that can be made public</p> <p>5. Statement explaining how the proposed forum meets the following conditions:</p> <p>a. Is established to promote or improve the social, economic and environmental well being of an area that consists of or includes the neighbourhood area for the NDP ( this can also relate to businesses)</p> <p>b. Has 21 individual members and membership is open to the following groups :</p> <ul style="list-style-type: none"> <li>o people living in the area</li> <li>o People who work there</li> <li>o County council, district or London borough councillors for the area</li> </ul> <p>c. Has a written constitution.</p>	
C	<p>The forum application must be publicised and representations invited for a period of not less than 6 weeks and include details of how to respond to the consultation, in accordance with Regulation 9</p> <p>This should be publicised on the website and <u>in such other manner</u> as is considered likely to bring the area application to the attention of people who live, work or carry on business in the area to which the application relates.</p> <p>The publicity should also include a statement that if a designation is made no other organisation or body may be designated for that neighbourhood area until that designation expires or is withdrawn.</p>	
D	<p>In deciding whether to designate the proposed forum you must be satisfied that the organisation or body meets the conditions set (see 2B above) and: it has taken reasonable steps to secure membership from each of the three groups identified from different places in the neighbourhood area concerned and from different sections of the community; and its purpose reflects the character of the area (Reg 7).</p> <p>Only one organisation or body must be designated as a neighbourhood forum for a neighbourhood area and only where the area does not include a parish.</p>	
E	<p>When a decision has been made on designation, the decision should be publicised in accordance with Regulation 9. This should include</p> <ol style="list-style-type: none"> <li>1. the name of the forum</li> <li>2. a copy of the written constitution</li> <li>3. the name of the area to which the designation relates</li> <li>4. contact details of at least one member of the forum</li> </ol>	
F	<p>If it is decided to refuse to designate the forum, a Refusal Statement must be issued setting out the reasons and details published of where and when the statement can be inspected (Regulation 10)</p>	
G	<p>A neighbourhood forum designation can be withdrawn when requested by that neighbourhood forum or if is considered that the forum is no longer meeting the conditions of approval. If this happens a 'withdrawal statement' must be published and details of where and when it can be inspected. (Regulation 12 and 1990 Act 61F (9))</p>	
<b>3</b>	<b>Preparation of the NDP</b>	
A	Provide advice or assistance in the preparation of the NDP.	
<b>4</b>	<b>Receipt and assessment of the draft NDP by the Council</b>	

A	Check if the draft NDP is a 'repeat' proposal. If so, you can decline to consider the plan 1990 Act Schedule 4B para 5 and regulation 18.	
B	<p>Check and confirm that the draft plan meets the criteria in the Localism Act e.g the body submitting it is authorised to act; and that the regulations have been complied with including the minimum 6 week pre-submission consultation</p> <p>Check that the draft plan submitted (regulation15) includes:</p> <ol style="list-style-type: none"> <li>1. a map or statement identifying the area to which the plan relates,</li> <li>2. the consultation statement - which contains details of those consulted ( how they were consulted, summarises the main issues and concerns raised and how these have been considered, and where relevant addressed in the proposed NDP)</li> <li>3. the proposed NDP,</li> <li>4. a statement explaining how the NDP meets the 'basic conditions' ie requirements of para 8 schedule 4B to the 1990 Act (:</li> <li>5. Where appropriate includes information to enable appropriate environmental assessments if required e.g, The information that will enable an assessment under the Conservation of Habitats and Species Regulations 2010 or the Environmental Assessment of Plans and Programmes Regulations 2004</li> </ol>	
C	Notify the parish council or neighbourhood forum whether or not you are satisfied that the relevant documents have been submitted and that the requirements of the legislation and regulations have been met.. If it does not you must give reasons and issue a decision statement, in accordance with Regulation 19 and also Schedule 4B, paragraph 6 (4) (b) and para 8 of the TCPA 1990.	
D	<p>If you accept the application then you must publicise the NDP in accordance with Regulation 16 for not less than 6 weeks and invite representations.</p> <p>You must also notify the bodies referred to in the submitted consultation statement</p>	
<b>5</b>	<b>Examination</b>	
A	If satisfied that the plan meets the requirements of the 1990 Act, you must appoint a suitable examiner and agree the appointment with the parish council or designated neighbourhood forum that submitted the plan.	
B	Submit the draft NDP, supporting documents and any representations to the Independent Examiner as soon as possible in accordance with Regulation 17 and Regulation 102A of the Conservation and Habitats and Species Regulations 2010.	
C	Coordinate the arrangements for the examination in consultation with the Examiner.	
D	When the Examiner's Report is received arrange for publication as soon as possible.	
E	<p>Consider each of the Examiner's recommendation and decide what action to take in response. (E.g. make modifications to make the plan meet the basis conditions, extend the area for the referendum, decide you are not satisfied with the plan). At this stage you must be satisfied that the draft plan meets the basic conditions, is compatible with the Convention rights and complies with the definition of an NDP and the provisions that can be made by a NDP. as set out in Regulation 15 and Schedule 2, and Section 4B (6) and 8 of the TCPA 1990. The basic conditions are:</p> <ol style="list-style-type: none"> <li>1. Complies with national policy and guidance from SoS</li> <li>2. Contributes to sustainable development</li> </ol>	

	<p>3. General conformity with the strategic policy of the development plan for the area or any part of that area</p> <p>4. Doesn't breach or is otherwise compatible with EU obligations – this includes the SEA Directive of 2001/42/EC</p> <p>5. The making of the NDP is not likely to have a significant effect on a European site (as defined in the Conservation of Habitats and Species regulations 2010(d) or a European offshore marine site (as defined in the Offshore Marine Conservation (Natural Habitats &amp;c) regulations 2007 9(e) (either alone or in combination with other plans or projects))”</p>	
F	Consider if the decision proposed differs from the Examiner's recommendations. If so, do it in accordance with Schedule 4B, paragraph 13 of the TCPA 1990.	
G	Publicise your decision in a decision statement (reg 18/19) and send a copy to the parish council or neighbourhood forum and anyone who asked to be notified.	
<b>6</b>	<b>Referendum</b>	
A	Liaise with electoral services in the relevant Council to coordinate the Referendum arrangements.	
B	It is likely that the planning department will be asked by electoral services to contribute to the drafting of an information statement (Reg 4 of the Neighbourhood Planning (Referendum) Regulations 2012. This must include a statement that sets out general information on town and country planning (and neighbourhood planning).	
C	At least 28 days before the referendum electoral services in the relevant Council must publish the information statement and specified documents on the Council website and make it available for inspection at the main offices of the Council and at least one other premises open to the public (Reg 4 of the Neighbourhood Planning (Referendum) Regulations 2012	
D	If the Referendum results in a 'yes' vote (i.e 50% plus 1), the decision on the NDP must be publicised and reasons for the decision – called a 'decision statement Reg 18 and 19)). In a designated business area where two referenda are held, if in one but not the other more than half of those voting have voted in favour of the plan a decision must be made as to whether to accept the plan proposal. The decision statement setting out whether the plan proposal is accepted must be publicised (reg 18 and 19). If there is a No vote and the plan proposal is declined the decision statement (reg 18) must be publicised on the website	
E	As soon as possible after deciding to make the NDP under Section 38A(4) of the 2004 Act the NDP and details of where and when the plan may be inspected must be published on the website (Reg 20)	

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# *Moreton, Bobbingworth & the Lavers Parish Council*

Clerk : Mrs Adriana Jones, White House, Mill Lane, Stebbing, Essex CM6 3SN  
Tel: 077 377 36365 email: [mblparishcouncil@gmail.com](mailto:mblparishcouncil@gmail.com)

19<sup>th</sup> February 2013

Kassandra Polyzoides  
Assistant Director Policy & Conservation  
Epping Forest District Council  
Civic Offices  
High Street  
Epping  
Essex  
CM16 4BZ

Dear Kassandra

## **Neighbourhood Planning Area Designation**

Moreton, Bobbingworth and the Lavers Parish Council, being a relevant body as required by legislation under Neighbourhood Planning (General) Regulations 2012, wishes to prepare a Neighbourhood Development Plan.

The Neighbourhood Area defined by the Parish Council is the whole of the civil parish of Moreton, Bobbingworth and the Lavers, as illustrated on the attached map (marked by a thick black line). We confirm that Moreton, Bobbingworth and the Lavers Parish Council is a relevant body for the purposes of section 61G of the 1990 Town and Country Planning Act.

We consider the area defined as being an appropriate area to be designated as a neighbourhood area for the following reasons:

1. The area defined is covered by Moreton, Bobbingworth and the Lavers Parish Council in its entirety.
2. The parish, in its current form, has been in existence since May 2012 (following a boundary review, the results of which were to transfer those elements of Matching Green Village into the Matching Parish Ward).
3. The Parish has a total of 1,326 residents (census 2011), and an electorate of 957.
4. The area was determined by way of a public vote at an open meeting of the Parish on 26<sup>th</sup> November 2012. Parishioners were invited to attend this open meeting by way of an information leaflet posted through every home, and notices were placed on all notice boards, on the Parish Council website, and in the two parish magazines.

Please accept this letter as a formal request for designation of this Neighbourhood Area.

Yours sincerely

**Adriana Jones**  
Clerk  
(sent on behalf of the Parish Council)

# **Application to have a Neighbourhood Area Designated from Moreton, Bobbingworth and the Lavers Parish Council**

**Contact:** Clerk – Mrs A Jones  
email: [mlbparishcouncil@gmail.com](mailto:mlbparishcouncil@gmail.com)

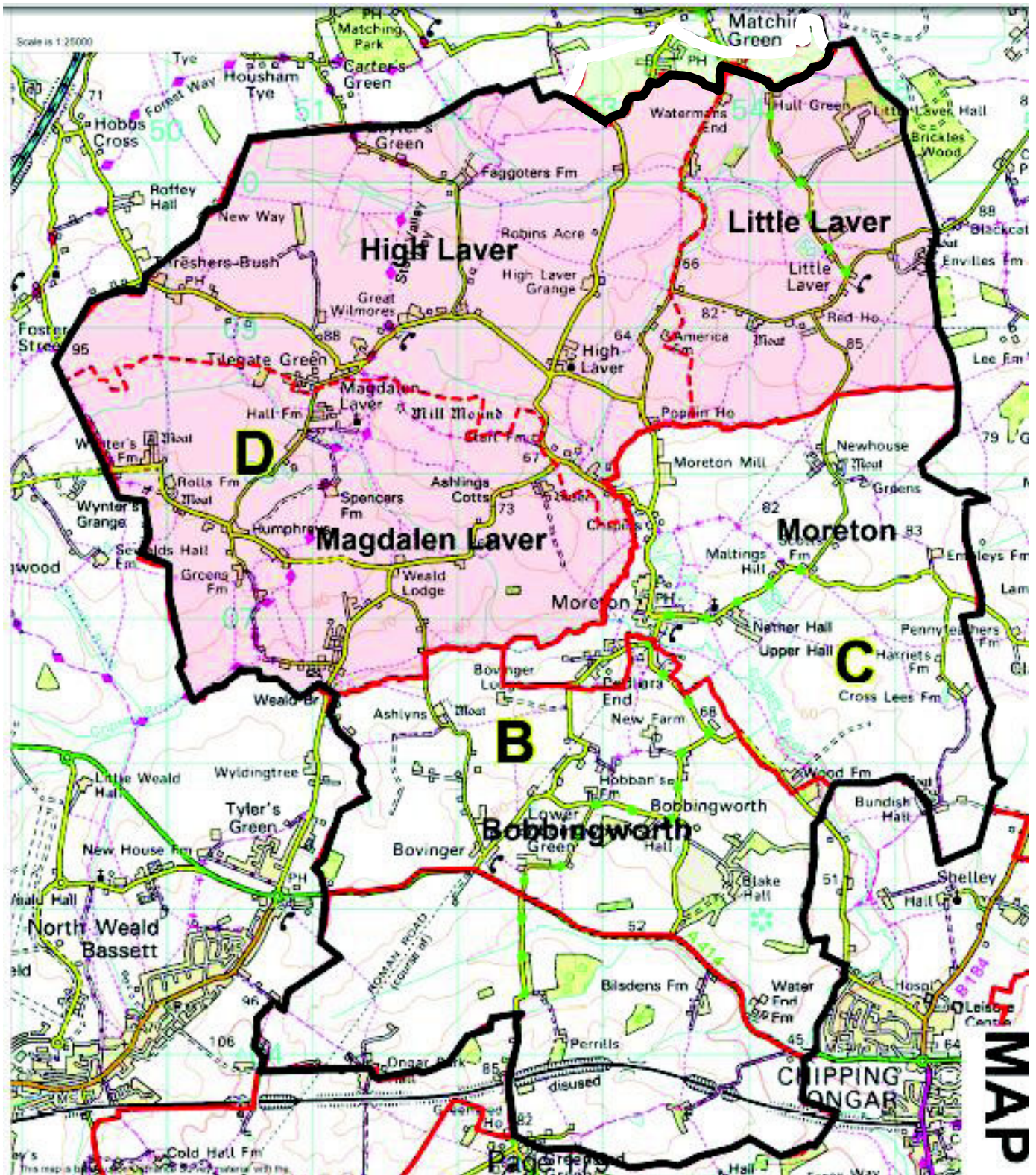
## **The Neighbourhood Area this relates to is the Moreton, Bobbingworth and the Lavers Neighbourhood Area**

1. We attach a **map** showing the proposed area for the Neighbourhood Plan. The proposed area is outlined with a black lined marker.
2. **We believe this is the appropriate area** for a Neighbourhood Plan because:
  - The area defined is covered by Moreton, Bobbingworth and the Lavers Parish Council in its entirety.
  - The parish, in its current form, has been in existence since May 2012 (following a boundary review, the results of which were to transfer those elements of Matching Green Village into the Matching Parish Ward).
  - The Parish has a total of 1,326 residents (census 2011), and an electorate of 957.
  - The area was determined by way of a public vote at an open meeting of the Parish on 26<sup>th</sup> November 2012. Parishioners were invited to attend this open meeting by way of an information leaflet posted through every home, and notices were placed on all notice boards, on the Parish Council website, and in the two parish magazines.
3. **We are a relevant body authorised to make this application as required by legislation under Neighbourhood Planning (General) Regulations 2012**

**Angela Busch**  
**Chairman**  
**Moreton, Bobbingworth and the Lavers Parish Council**

Moreton, Bobbingworth and the Lavers Parish Boundary map

— = Parish Boundary



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## **Report to the Cabinet**

**Report reference:** C-015-2013/14

**Date of meeting:** 22 July 2013



**Epping Forest  
District Council**

**Portfolio:** Leisure and Well-being

**Subject:** Construction of Artificial Grass Sports Pitch (AGP) at Townmead, Waltham Abbey

**Responsible Officer:** James Warwick (01992 564350).

**Democratic Services Officer:** Gary Woodhall (01992 564470).

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### **Recommendations/Decisions Required:**

(1) That the completion of the Third Generation AstroTurf Pitch at Townmead, Waltham Abbey and the final account figure of £512,900 be noted.

### **Executive Summary:**

In June 2011, Cabinet gave its approval as a result of pre-tender estimates, to commit up to £507,000 of Capital funding plus a sum of £6000 for preliminary works, towards the construction of an Artificial Grass Sports Pitch (AGP) at Townmead, Waltham Abbey, as a jointly managed venture with Waltham Abbey Town Council

A formal tender process was conducted for the project and the contract for construction of the Pitch was awarded to AMB Sports Ltd. who were one of the recommended contractors provided by Essex Football Association.

In the initial planning and development stage of the project a range of concerns were raised by the Environment Agency in regard to the proposed location of the pitch being a former landfill site and therefore the potential for leakage of hazardous substances, into the River Lea water course. The assessment of this risk continued for over a year and caused significant delays to the commencement of works, as the Environment Agency required detailed soil testing and exploratory works to be conducted.

Planning approval was finally granted in September 2012 and construction commenced in late October 2012, with an estimated completion date of February 2013. However, due to cold and wet weather conditions throughout the winter and spring the timetable for installation of groundworks was delayed and resulted in final completion in June 2013

### **Reasons for Proposed Decision:**

To report on the final account for the project.

### **Other Options for Action:**

It is the Council's Policy to report on the final account for major capital schemes and therefore there are no other option.

## Report:

1. In June 2011 Cabinet gave its approval to commit Capital funding towards the construction of a full-sized floodlit 3<sup>rd</sup> Generation Artificial pitch at Town Mead, Waltham Abbey, as a jointly managed venture with Waltham Abbey Town Council.
2. Following a formal tender process overseen by the Leisure and Wellbeing Portfolio Holder, the Construction Contract was awarded to AMB Sports Ltd for a sum of £492,900 which when added to fees for specialist client consultants of £20,000, i.e. a total cost of £512,900, was within the capital budget of £513,000 earmarked for the project.
3. In the initial planning and development stage of the project, a range of concerns were raised by the Environment Agency with regard to the proposed location of the pitch, being a former landfill site and therefore the potential for leakage of hazardous substances, into the River Lea water course.
4. A number of planning conditions were therefore imposed. These related to the need to carry out extensive ground investigation and exploratory works that would identify all potential pollutant linkages and contaminants. A qualitative Risk Assessment was undertaken in order to classify the risks and a site investigation strategy was put in place. This work continued over the period of a year, with the final results, thankfully, demonstrating no appreciable risk of contamination.
5. Full planning approval was finally granted in September 2012 and AMB Sports Ltd commenced construction in October 2012, with an estimated completion expected within 16 weeks. However, due to the icy and wet weather conditions experienced throughout the winter and spring, progression with construction of the facility was delayed on several occasions and the timetable slipped significantly, resulting in the final completion of works, in June 2013.
6. However, during this period the Council's Sports Development section undertook a range of very successful marketing initiatives in conjunction with the Town Council. As a result, high levels of bookings were taken for regular hire of the facility during evenings and weekends. This programme contains a mixture of community and commercial use including local junior clubs and a 5-a-side football league operator.
7. The pitch is now due to open to the public from July 2013 and a formal launch of the facility will take place in August 2013, organised by the Council.
8. As per the original Cabinet decision, the Council has entered into a joint management and financial agreement with Waltham Abbey Town Council, which includes a net income profit share, after deduction of a sinking fund for replacement of the pitch surface. It is anticipated that the Council's share of this profit will amount to approximately £19,000 per annum. This is in line with the policy of capital investment producing a revenue return.
9. The Council will additionally be providing a youth activity programme at the facility on a number of evenings per week and a range of courses and coaching sessions for children and young people, during school holiday periods.
10. The usage and management of the facility will be monitored on a quarterly basis by a steering group consisting of officers from Waltham Abbey Town Council and Epping Forest District Council. A Service Level Agreement has been agreed between the two parties which set out specific roles and responsibilities, in relation to the facility.

### **Resource Implications:**

The project has been completed within the budget approved by Cabinet in June 2011, which was for £513,000 including contingency. The final cost including consultants' fees was £512,900. As per the original Cabinet decision, the Council has entered into a joint management agreement with Waltham Abbey Town Council, which is based on a net profit share which is estimated to provide an income of around £19,000 per annum to the District Council.

### **Legal and Governance Implications:**

A formal procurement, tender and evaluation and award process was conducted for the construction contract for the Pitch in line with the Council's standing orders and procurement procedures.

### **Safer, Cleaner and Greener Implications:**

The development of an Artificial Grass Sports Pitch (AGP) at Townmead, Waltham Abbey will result in a wide range of benefits to the immediate local community. It is anticipated that the facility will increase sports participation by young people in particular, therefore providing diversionary activity and will additionally help to improve people's health and well-being through community involvement and volunteering associated with activity delivery.

### **Consultation Undertaken:**

A range of consultation was undertaken with Waltham Abbey Town Council, Essex FA, The Environment Agency, EFDC Planning and Sport England in respect of the development and this continued throughout the construction phase.

### **Background Papers:**

An overview of the pitch usage is attached.

Construction of Artificial Grass Sports Pitch (AGP) at Townmead, Waltham Abbey Cabinet Report June 2011.

Ongar Playing Fields Development/ Waltham Abbey Town Mead Cabinet Report February 2010.

### **Impact Assessments:**

#### Risk Management

The key risk of entering into a construction contract for an Artificial Grass Sports Pitch (AGP) at Townmead, Waltham Abbey was that the construction could exceed the stated contract price, due to unforeseen building requirements. However this risk has been minimised by the major surveys (including environmental survey and flood risk assessments) being undertaken prior to award of the construction contract.

#### Equality and Diversity:

*Did the initial assessment of the proposals contained in this report for relevance to the Council's general equality duties, reveal any potentially adverse equality implications?*

No

*Where equality implications were identified through the initial assessment process, has a formal Equality Impact Assessment been undertaken?* No

*What equality implications were identified through the Equality Impact Assessment process?*  
It was determined that this development would have a very positive Equality Impact, in that the provision of a new community sports facility at Townmead, Waltham Abbey would enable the Council to reduce identified health inequalities within Waltham Abbey (JSNA 2011/12). This would be achieved through providing greater opportunities for people to take part in sport and physical activity through participation and volunteering. In addition, young people at risk of social exclusion or anti-social behaviour would specifically be supported in terms of their integration within the community and wider society and people with disabilities would have much improved access to a sports facility through design adjustments to meet with DDA.

*How have the equality implications identified through the Equality Impact Assessment been addressed in this report in order to avoid discrimination against any particular group?*  
N/A.



## **Report to the Cabinet**

**Report reference:** C-016-2013/14

**Date of meeting:** 22 July 2013



**Epping Forest  
District Council**

**Portfolio:** Environment

**Subject:** Delegation of powers from Essex County Council to the Council under the Flood and Water Management Act 2010

**Responsible Officer:** Susan Stranders (01992 564197).

**Democratic Services Officer:** Gary Woodhall (01992 564470).

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### **Recommendations/Decisions Required:**

- (1) That an agreement with Essex County Council be entered into to accept delegation of the powers and duties under sections 23, 24, 25 of the Land Drainage Act 1991, as amended by the Flood and Water Management Act 2010 for the consenting of works to and the enforcement of, ordinary watercourses;**
- (2) That, in respect of works which fall within the scope of section 23 of the Land Drainage Act 1991 (as amended), a charge of fifty pounds be introduced for each structure proposed in consent applications, in line with the policy of Essex County Council with effect from the date on which the agreement comes into effect; and**
- (3) That, in respect of land drainage applications which fall outside the scope of section 23 of the Land Drainage Act 1991 (as amended), no charge to the public be implemented under the Council's Land Drainage Byelaws.**

### **Executive Summary:**

The Council has been exercising certain powers of the Land Drainage Act 1991 (LDA) (as amended), on behalf of Essex County Council (ECC), since April 2012 through a Letter of Understanding (Portfolio Holder decision ENV-002-2012/2013). An Agreement is required to formalise these arrangements and to allow the Council to enforce the relevant provisions. As part of this Agreement, ECC wish the Council to charge for land drainage applications that fall within the scope of section 23 of the Act, in line with its county wide policy. The report proposes formal approval of the delegation agreement and the charge arrangements which will apply once the agreement has been approved and has come into force.

### **Reasons for Proposed Decision:**

To ensure that the Council retains the necessary powers to optimise the control of works to ordinary watercourses within the district in order to minimise flood risk. To ensure that charges and services are consistent across Essex for land drainage applications that would also fall under the auspices of ECC. To agree to maintain the existing service, without charge, for all other land drainage applications made under the Council's Land Drainage Byelaws (LDB).

### **Other Options for Action:**

To not accept the delegated powers and let ECC exercise the relevant powers.

To charge for all other land drainage applications made under the LDB.

### **Report:**

1. The Flood and Water Management Act 2010 (FWMA) amended those sections of the LDA relating to the consenting of works to watercourses. In summary, these changes move certain powers from the EA to the Local Lead Flood Authority. In Essex this is the county council.

2. The new legislation does not change the provisions or the manner in which the LDB are exercised. In principle, most of the type of work that is covered in the relevant sections of the LDA is also contained within the Council's Byelaws.

3. The FWMA allows ECC to arrange for certain flood risk management functions to be delegated. Given the Council has its own Byelaws and the necessary experience and well-regarded expertise, ECC has asked the Council if it wishes to exercise these powers on its behalf. ECC has offered to pay the Council for the consenting of works and enforcement that it would have been responsible for under the revised provisions.

4. The Council has been carrying out this work on behalf of ECC since 4 April 2012 through a Letter of Understanding, which sets out the working arrangements and the payment protocol (Portfolio Holder decision ENV-002-2012/2013). Previously, the Council carried out the majority of this work through an informal agreement with the Environment Agency (EA); with no associated charging regime.

5. An Agreement is required to formalise these arrangements. It is proposed by ECC that the Agreement is renewed on an annual basis. **(Recommendation 1)**

6. As part of this Agreement, ECC require the Council to charge for land drainage applications that fall under section 23 of the Act, in line with its county wide policy. The maximum amount allowed to be charged is set by the legislation. ECC has set the charge at the maximum, which is currently fifty pounds per consent. The fee is payable in respect of each separate structure or other element forming to project. In addition ECC has offered to pay the Council an additional amount for exercising these powers. **(Recommendation 2)**

7. Historically, the Council has not charged for applications made under the LDA. It is considered that the income gained, taking into account officer's time and the administrative support that would be required as part of the invoicing process etc, does not outweigh the benefits in terms of controlling works and minimising flood risk within the district. It is also considered that, on balance, the income would not offset the additional officer time and resources that would be spent on enforcement, given the public would be less willing to let the Council know about the proposed land drainage works. It is proposed that no charge will be applied for land drainage applications that involve works that fall under the Byelaws but are outside of the scope of works covered by section 23 of the LDA. **(Recommendation 3)**

8. This charging system may appear to be inconsistent. However, works that fall under section 23 of the LDA tend to be much more significant works. These are specified in the legislation and include:

- the culverting of;
- alterations to existing piped; and

- installation of a weir or dam to, ordinary watercourses.

9. Generally, these will apply to developments and major alterations. Land Drainage Consent would also be required under the LDB for these types of works. Works that fall outside the scope of section 23, on the whole, tend to be relatively minor works that the everyday riparian owner may wish to make to the ditches and ordinary watercourses. Given this, it is thought that the divide for charging is fair.

10. ECC has given no discretion to the Council as to whether it charges for land drainage applications that fall within the scope of section 23. ECC has agreed to pay the Council an additional amount, over the maximum charge, for processing land drainage applications and the proportionate costs involved in associated enforcement; the provisions of which are contained in sections 24 and 25. The Council will also retain the income from the charges.

11. It should be noted that the FWMA has introduced a huge amount of work for Local Authorities and changes the way in which historic flood risk management duties have been carried out. The working arrangements between ECC and the Council will need to be assessed and reviewed on a regular basis. However, it is considered that by taking on this delegated role a more streamline service will be delivered to the public, who will otherwise have to apply to both ECC and the Council for land drainage consent to do certain works. It is also strongly considered that this will allow the Council to maximise control over flood risk assets and infrastructure and reduce flood risk across the District.

#### **Resource Implications:**

ECC proposes to:

- (i). Supplement the Council per application made, under section 23 LDA, in line with the EA's current assessment of the actual costs of determining an application – currently £100 (this excludes the £50 charged for each consent that the Council will retain);
- (ii) Pay the Council the proportionate amount of an Engineer's salary (£30,000) who would otherwise be undertaking pre-application and initial enforcement work; in addition; and
- (iii) ECC will reimburse the Council on a cost recovery basis for enforcement cases that progress past initial stages, as agreed with ECC.

In addition to the £1500 (approximately) generated through the charging regime, based on the current estimate of number of consents that would need to be issued under section 23, the Council should receive payment of approximately £12,700 per annum for undertaking this work on behalf of ECC. This amount is only indicative and may change over time dependant upon actual volumes of work and, for example, whether any legal action is required against riparian owners. Any income received cannot be considered as a permanent source of revenue. Therefore, this amount cannot be relied on to offset the existing Continuing Service Budget allocation. Previously the Council was carrying out the majority of the work on behalf of the EA with no financial recompense.

For consideration, if the Council wished to charge £50 for all land drainage applications that fall just within the scope of the LDB, it would generate about £1500 to £2000 per year. This is based on the average number of applications received over the last 3 years. The amount is only indicative and will depend upon actual volumes of work.

It is currently considered that the work can be carried out within existing staffing resources. A full assessment of the quantity and type of work and the impact on resources will need to be reviewed periodically. However, at this time it is considered that any additional staffing

resources that may be required (through overtime etc) will be covered by the payments received from ECC.

**Legal and Governance Implications:**

Local Government Act 1972 (section 101)  
The Flood and Water Management Act 2010  
Land Drainage Act 1991  
Public Health Act 1936  
Council's Land Drainage Byelaws

**Safer, Cleaner and Greener Implications:**

Efficient and effective management of watercourses and flood risk is in accordance with the Council's Safer, Cleaner, Greener strategy.

**Consultation Undertaken:**

Legal Services  
Democratic Services

**Background Papers:**

Nil

**Impact Assessments:**

Risk Management

Flooding is listed as a predominant risk in the Council's Emergency Planning Local Risk Register. The ability to control and monitor the majority of works being carried out on ordinary watercourses within the district and to be able to take the necessary enforcement action, demonstrates that the Council is committed to minimising flood risk.

The inability to implement the requirements of the FWMA, which includes delays in decisions and obtaining approvals with regards the potential delegation from ECC to the consenting of works to ordinary watercourses, is itemised in the Risk Matrix in the Environment and Street scene's Business Plan 2013/2014. If the Council exercises the amended powers under sections 23, 24 and 25 of the LDA, under delegated power from ECC, then there will be no need to revise the Risk Matrix.

Equality and Diversity

*Did the initial assessment of the proposals contained in this report for relevance to the Council's general equality duties, reveal any potentially adverse equality implications?* No

*Where equality implications were identified through the initial assessment process, has a formal Equality Impact Assessment been undertaken?* No

*What equality implications were identified through the Equality Impact Assessment process?*  
N/A.

*How have the equality implications identified through the Equality Impact Assessment been addressed in this report in order to avoid discrimination against any particular group?*  
N/A.

## EPPING FOREST DISTRICT COUNCIL COMMITTEE MINUTES

**Committee:** Finance and Performance Management Cabinet Committee **Date:** Thursday, 20 June 2013

**Place:** Committee Room 1, Civic Offices, High Street, Epping **Time:** 7.00 - 8.00 pm

**Members Present:** Councillors Ms S Stavrou (Chairman), D Stallan and C Whitbread

**Other Councillors:** Councillors A Lion

**Apologies:** R Bassett and G Waller

**Officers Present:** R Palmer (Director of Finance and ICT), D Macnab (Deputy Chief Executive), J Gilbert (Director of Environment and Street Scene) and R Perrin (Democratic Services Assistant)

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#### 44. Declarations of Interest

There were no declarations of interest pursuant to the Council's Code of Member Conduct.

#### 45. Minutes

##### RESOLVED:

That the minutes of the meeting held on 21 March 2012 be confirmed and signed by the Chairman as a correct record.

#### 46. Key Performance Indicators 2012/13 - Outturn

The Deputy Chief Executive presented a report on the Council's Key Performance Indicators for 2012/13. Pursuant to the Local Government Act 1999, the Council had been required to make arrangements to secure continuous improvement in the way in which its functions and services were exercised, whilst having a regard to the combination of economy, efficiency and effectiveness. As part of the continuous improvement duty, a range of Key Performance Indicators (KPI) relevant to the authority's services and key objectives were adopted each year. Performance against the KPIs was reviewed on a quarterly basis, and had previously been an inspection theme in external judgements of the Council's overall progress.

The Deputy Chief Executive advised that an overall target had been set for at least 70% of the indicators to achieve target performance by the end of the year. The provisional outturn position concluded that 18 (56.2%) indicators had been achieved and 12 (37.5%) indicators had not been achieved. The two KPIs which were reported at the meeting were 11 and 12. KPI 11 (Commercial rent arrears) actual arrears had increased from 2.6% to 3.6% which was felt due to the economic climate and KPI 12 (Commercial premises let) had slightly improved to an occupation of 98.64%, resulting in only 5 vacancies out of 295 premises.

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Also noted that KPI 4 (website satisfaction), would be amended to include a satisfaction question on the usability of the website rather than satisfaction of the information that the searcher required.

The Director of Environment and Street Scene advised that KPI 24 (fly tipping) would be split into two indicators and evaluated separately, based on ownership of the land (Council owned and private) and the type of waste fly tipped. There would be a 90% target for removal, with 5 working days for general waste tipped and 10 working days for waste that required specialist equipment.

**Decision:**

That the outturn performance in relation to the Key Performance Indicators 2012/13 be noted.

**47. Risk Management - Corporate Risk Register**

The Director of Finance and ICT presented a report on the Corporate Risk Register.

The Director of Finance and ICT advised that following Members requests to make the Corporate Risk Register more accessible, the Director of Finance & ICT and the Chief Executive met with an external consultant to discuss the options. The consultant confirmed that whilst the existing arrangements and documentation remained extremely robust and valid, some authorities had used the demise of the Audit Commission as an opportunity to streamline the risk management process. Management Board aided the process through consideration of corporate risks and how they were recorded and presented, which incorporated the following changes;

- a) Use of a 4 x 4 matrix instead of 6 x 4;
- b) Stronger focus on key risks;
- c) Removal of tolerated risks; and
- d) New system of colour coding.

The Corporate Risk Register that had been adopted at the last meeting of the Committee in March contained 26 risks, which were split with 16 above the tolerance line and 10 below the tolerance line. These risks had now been reduced to 6 with the addition of 2 new risks which gave a total of 8 key strategic risks.

The Director of Finance and ICT informed the Committee of the two new risks. Risk 2 which had been created to capture the issues around the Council's strategic sites and their development, which had been given the highest score of very likelihood and major impact and Risk 5 which had been created to address the issues around Economic Development, which had been given the highest score of very likelihood and moderate impact.

Risks 1 to 5 were in the red area of the matrix and would be monitored by Management Board monthly. Risks 6 to 8 were in the amber area of the matrix and would be scheduled for quarterly monitoring by Management Board. The monitoring by Management Board was an additional process to enhance the control over the action plans. The Risk Management Group and Corporate Governance Group would also be continuing their roles of evaluating the existing risks on a quarterly basis, concentrating on the description and scoring of risks.

The Committee commended the work involved in creating the new Corporate Risk Register.

**Decision:**

1. That the updating of the Corporate Risk Register be noted;
2. That the risks had been correctly scored; and
3. That any key strategic risks that were not on the current Corporate Risk Register be considered.

**Reasons for Decision:**

It was essential that the Corporate Risk Register was regularly reviewed and kept up to date.

**Other Options Considered and Rejected:**

To suggest other risks for inclusion or changes to the scoring of existing risks.

**48. Provisional Capital Outturn 2012/13**

The Director of Finance and ICT presented a report on the provisional capital outturn for 2012/13. The report set out the Council's capital programme for 2012/13, in terms of expenditure and financing, and compared the provisional outturn figures with the revised estimates. The revised estimates were based on the Capital Strategy that had been adopted by the Council in February 2013.

The Director of Finance and ICT stated that the Council's total investment on capital schemes in 2012/13 had been £13,089,000, compared to a revised estimate of £13,087,000. Although the overall difference was negligible, there were some variances on particular schemes within the General Fund and Housing Revenue Account (HRA). Expenditure on General Fund projects totalled £3,263,000, which was £306,000 or 8.5% less than anticipated, and expenditure on the HRA totalled £9,826,000, which was £308,000 or 3.2% more than anticipated.

The majority of the variations related to changes in the timing of works being carried out between the financial years, where work had not been completed by 31 March 2013 and the expenditure had slipped into 2013/14. Since the work had already been committed on the projects which had slipped, it had been recommended that the unspent elements of these budgets be carried forward to 2013/14. In addition to these variations, one small saving and two small overspends on the General Fund schemes had occurred and the larger of the overspends related to work which had been re-classified as capital therefore a compensating saving had been on the revenue account.

The Director of Finance and ICT informed the Committee that the major schemes in the General Fund Capital Programme in 2012/13 had been the AstroTurf all-weather pitch at Waltham Abbey and the refurbishment of the changing village at Loughton Leisure Centre. Construction had commenced on the all-weather pitch in the summer of 2012 and had required a dry period for the surfacing works to be undertaken, which resulted in a delay due to the adverse weather experienced throughout the winter although it was expected to be completed by July 2013. It had therefore been recommended that the remainder of the budget was carried forward. The work at the Leisure Centre had been completed on time and on budget.

The largest underspend on the General Fund had been on the Planned Maintenance Programme (£88,000). Although most schemes had been completed in 2012/13,

some schemes within the Civic Offices such as the refurbishment of the toilets and energy efficiency works experienced some slippage and a carry forward had been recommended. Also there had been a £10,000 underspend regarding the roof at the Waltham Abbey Swimming Pool. Consultations were currently commencing and once a decision had been made, the position regarding the carry forward would be clearer. There was a slight overspend on the new development schemes and this had been due to feasibility work being carried out at Oakwood Hill, thus a brought forward had been recommended.

Within the Environment and Street Scene Directorate, the waste management vehicles and equipment budget for the provision of the new food and recycling system had been underspent by £28,000. This related to the purchase of new bins and recycling containers for flats, schools, places of worship, village halls etc. There had also been delays in progressing work on the parking reviews by Essex County Council, which had resulted in an underspend in 2012/13. Both these had been recommended to be carried forward into 2013/14. There were two schemes relating to North Weald Airfield, one being the purchase of a vehicle to replace the old vehicle and the second being the infrastructure improvements works carried out on the market site. The vehicle had been purchased at a lower cost than anticipated, thus generating a saving, however the market improvements had incurred an overspend which had been recommended to be brought forward from the budget in 2013/14. The expenditure had been met from contributions made by the market operators.

The budget which experienced the greatest volume of slippage on the HRA had been the service enhancement budget, which had been underspent by £139,000. The new initiative had taken place in 2012/13 and took longer than expected to identify and progress some of the projects, for example planned software systems had been delayed and some DDA conversion works and installations of smoke alarms had taken longer than anticipated. In addition to this, environmental works of £66,000 had been delayed, in particular the off street parking and external lighting schemes. To compensate for these underspends; work to the value of £200,000 on heating systems had been carried out ahead of target. Changes in safety regulations relating to vertical flues prompted the need to accelerate the work on certain gas heating systems. Consequently, expenditure relating to these works had been brought forward and retrospective approval had been sought from Members.

The situation with regard to capital receipts in 2012/13 proved to be slightly lower than had been anticipated. This had been due to receipts from council house sales being lower than expected with 13 houses being sold as opposed to the 15 sales anticipated. In contrast, General Fund capital receipts had been higher than expected; largely due to a compensation payment received relating to a scheme on the M25. As the use of capital receipts had been lower than anticipated the balance on the Capital Receipts Reserve had been £13,899,000 as of 31 March 2013; this being £184,000 higher than projected.

**Decisions:**

- (1) That the provisional outturn report for 2012/13 be noted;
- (2) That retrospective approval for the over and underspends in 2012/13 on certain capital schemes as identified in the report be recommended to Cabinet for adoption;
- (3) That approval for the carry forward of unspent capital estimates into 2013/14 relating to schemes on which slippage has occurred be recommended to Cabinet for approval; and



(4) That retrospective approval for changes to the funding of the capital programme in 2012/13 be recommended to Cabinet for approval.

**Reason for Decision:**

The funding approvals requested were intended to make best use of the Council's capital resources that were available to finance the Capital Programme.

**Other Options Considered and Rejected:**

More of the HRA capital expenditure in 2012/13 could of been financed from the application of usable capital receipts. This option was rejected because the Direct Revenue Funding (DRF) level, previously referred to as Revenue Contributions to Capital Outlay (RCCO), suggested in the report and was affordable within the HRA, according to current predictions, and greater use of usable capital receipts for HRA purposes would of had the effect of reducing scarce capital resources available for the General Fund.

**49. Any Other Business**

That, as agreed by the Chairman of the Committee and in accordance with Section 100B(4)(b) of the Local Government Act 1972, together with paragraphs (6) and (24) of the Council Procedure Rules, the following item of urgent business be considered following the publication of the agenda:

(a) Provisional Revenue Outturn 2012/13.

**50. Provisional Revenue Outturn 2012/13.**

The Director of Finance and ICT provided an overall summary of the revenue outturn for the financial year 2012/13.

The Director of Finance and ICT stated that the net expenditure for the Continuing Services Budget (CSB) for 2012/13 totalled £14.294 million, which had been £441,000 (3.0%) below the original estimate and £483,000 (3.3%) below the revised. When this had been compared to a gross expenditure budget of approximately £83 million, the variances could be restated as 0.5% and under 0.6% respectively. An analysis of the changes between CSB and District Development Fund (DDF) expenditure illustrated where the main variances in revenue expenditure had occurred.

The CSB expenditure had been £441,000 below the original estimate and £483,000 lower than the revised, with variances arising on both the opening CSB and the in year figures. The opening CSB had been £457,000 lower than the revised estimate and the in year figures and £26,000 lower than the revised estimate. Throughout recent years salary savings had made up a proportion of this saving. The actual salary spending for the authority in total, including agency costs had been £19.092 million compared against an original estimate of £19.526 million, with much of the saving of £434,000 being attributed to Housing Services, Finance & ICT and Environment and Street Scene. The largest monetary saving had been related to Housing so broadly half of the overall saving fell on the Housing Revenue Account (HRA) or Housing Repairs Fund rather than on the General Fund. The saving had been lower than in 2011/12 (2.2% compared to 4.8%) however a sizeable amount of the saving had been built into the Probable Outturn. The saving over and above the

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revised estimate amounted to £127,000,(0.7%) of which £76,000 related to the General Fund.

The Director of Finance and ICT advised that there were a number of other CSB savings when compared to the revised, these included an underspend of £195,000 on Housing Benefits due in part to adjustments relating to past years and the identification of overpayments. In 2011/12 Housing Benefits staff created £1.1m in debts for Housing Benefit overpayments where as in 2012/13 the figure had been in excess of £1.3m. This had showed as additional income due to the Council and therefore reduced Housing Benefit Net Expenditure. The Gross Expenditure on Benefits including Council Tax had been £47m, so even a small percentage variance, (in this case less than half of one per cent), would produce quite large figures in terms of under or overspend. Other savings had been £96,000 savings on directorate admin and support budgets, £58,000 savings on Building Maintenance and £34,000 unspent monies relating to the Corporate Improvement and Training budgets.

The DDF reduced between the Original and Revised position by some £647,000, this had been due to a mixture of items brought forward, rephased into future years and new items identified during 2012/13. The largest item introduced into the revised estimates had been a credit of £237,000 for interest on a compensation payment relating to the construction of the M25 on council owned land which had been ongoing since 1992 and due to the complex legal issues involved had only just been resolved.

Capital Expenditure charged to Revenue had been reduced by £1m in the revised estimate to enable a transfer to be made to a new Self Financing Reserve without creating a too larger deficit on the HRA. The reserve had been created by a Council resolution when the 2013/14 budget had been set with the purpose of setting aside resources (£3.18m per annum for 10 years) to repay the variable rate debt when it fell due in March 2022. The aforementioned £1m reduction had been offset by an increased charge to the Major Repairs Reserve. The Balance on this Reserve at 31 March 2013 had been nearly £10m. The Portfolio Holder for Housing pointed out that if Members wanted to consider changing the decision it would be a matter for Full Council.

**Decisions:**

- (1) That the overall 2012/13 revenue out-turn for the General Fund and Housing Revenue Account (HRA) be noted;
- (2) That the carry forward of £836,000 District Development Fund expenditure be noted ; and
- (3) That the carry forward of £170,000 HRA Service Enhancement Fund expenditure be noted.

**Reasons for proposed decision:**

To note the provisional revenue outturn.

**Other options for action:**

No other options available.



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