

Specification

WEED CONTROL SERVICE – SPECIFICATION

1. SERVICE PROVISION

1.1 Scope of Works

- 1.1.1. The Contract aims to control weed growth on the highway in the London Borough of Havering.

1.2 Definition

- 1.2.1. A weed is defined as a plant growing in a location where it is not wanted e.g. plants or vegetation growing in footways, channels, tree sockets or around street furniture.

1.3 Objective

- 1.3.1. Weeds are controlled for:
 - 1.3.1.1. Appearance - weeds detract from the overall appearance of an area and trap litter;
 - 1.3.1.2. Safety - weed growth can interfere with visibility for road users and obscure traffic signs. Weeds in channels can prevent or slow down drainage. Their growth on footways may cause uneven slabs and broken tarmac;

- 1.3.1.3. Physical structure - weed growth can destroy paving surfaces, force apart kerbs and crack walls, therefore increasing maintenance costs.

2. OUTCOMES

The expected outcomes of this contract are as follows:

- Each treatment should be completed within an 8 week period;
- Twenty one (21) days after treatment, any weeds present at the time of treatment should be showing signs of dieback if not already dead;
- any new, fresh weeds present, shall cover less than 10% of the area, with no weed being greater than 100mm in height;
- and any other elements mentioned in this Specification.

3. SERVICE AND SERVICE STANDARDS

3.1 The work to be carried out refers to the total control of all vegetation growing in the hard surface area within the affected property identified by the Council, which includes the following:-

- the whole width of the footway to the kerb including to the rear of footways abutting brick, stone or other types of wall and the first 300mm of carriageway at the bottom of the kerb;
- hard areas of traffic islands, central reservations of carriageways, roundabouts (including kerbs) 300mm width of carriageway adjacent to the kerb, but excluding the remainder of the carriageways;

- around the bases of street furniture;
- pedestrian precincts;
- footpaths / alleys / walkways / stepped areas that are part of the public highway/ public rights of way that are paved;
- service roads;
- tree sockets;

3.2 With regard to tree sockets included within the Contract area, it is likely that the number of tree sockets may vary over the life of the Contract. The Contractor shall be aware that tree sockets are a perfect growing medium for weeds.

3.3 The Contractor shall be aware that some tree sockets have been purposefully planted. These areas shall not be treated. The Contractor shall consult the Authorised Officer if there is any doubt whether an area has been purposefully planted.

3.4 Twenty one (21) days after treatment the following minimum standards shall be maintained by the Contractor. If the standards are not achieved the Contractor shall, as required, carry out a re-spray at no additional cost, as instructed by the Authorised Officer:

- All weeds present at the time of treatment shall be showing signs of dieback if not already dead.

- Any new, fresh weeds present, shall cover less than 10% of the area, with no weed being greater than 100mm in height
- 3.5 The Contractor shall prepare for times and situations that lead to greater fluctuations in likely weed growth.
- 3.6 Weed growth and the ability to apply weed control measures at a site depend on a large number of factors. These can include the weather, the levels of pedestrian and vehicular traffic, natural physical features, the time of year, the nature of the surface of the terrain, and the nature and condition of the surrounding areas. All of these shall be accounted for when determining the appropriate method and timing of weed control.
- 3.7 The Contractor shall complete each of the four weed control measures within an 8 week programme of spraying. This timetable of spraying should be outlined in the appropriate method statements.
- 3.9 In addition to the need to protect the environment, the two most significant things that impact on the level and frequency of attention needed to keep weed levels to acceptable standards are:
- the intensity of use of an area, from people and vehicles; and
 - health and safety limitations.
- 3.8 The Contractor shall set his weed control activities so that they comply with the service standards. As a last resort, if acceptable standards of weed growth are not maintained the Contractor will be required to manually remove weeds with the aid of a scraper etc. and dispose of these at a licensed disposal facility.

4. REPORTING

- 4.1 The Contractor shall inform the Authorised Officer of all works undertaken on a weekly basis detailing each road treated and provide chemical log sheets for all treated locations within 6 Working Days of application or sooner.

5. MATERIALS

- 5.1 The Contractor shall have stated in Method Statement 1 the methods they intend to use to achieve the Contract requirements.
- 5.2 If changes in relevant legislation occur during the Contract period, the Authorised Officer may issue instructions for the withdrawal or substitution of any of the specified herbicides. The Contractor shall comply with any such instruction and shall ensure that the service they are providing to the Council is compliant with all relevant legislation and maintains the service standards required in Section 3.
- 5.3 The Contractor shall keep a “Chemical Log” with a fully detailed spray operation usage record of all operatives using chemicals. A copy of the chemical log shall be submitted to the Authorised Officer, in addition to a list of all chemicals stored on a weekly basis.
- 5.4 The Contractor shall ensure that all materials are properly stored and transported, providing secure storage as required under relevant legislation.
- 5.5 The Contractor shall handle, store, prepare and apply each product in accordance with manufacturer’s specified recommendations/instructions and shall inform the Authorised Officer if this conflict with any other specified

requirement. Copies of these recommendations/instructions shall be submitted to the Authorised Officer when requested.

5.6 The Contractor shall provide, at the tender stage and throughout the Contract period the following documentation:

- a. A copy of the company's BASIS "Registered" Certificate in the Storage and Handling of Amenity Horticultural Pesticides.
- b. A copy of the BASIS Storekeepers Certificate covering the store in which pesticides to be used in this Contract are to be kept.
- c. A copy of BACCS Basis Advanced Contractors Certification
- d. A copy of BASIS Amenity Assured Compliant Certification

5.7 In accordance with the Control of Pesticides Act 1986, the Environmental Protection Act 1990 and other relevant legislation, the Contractor shall ensure that all used Chemical containers are disposed of in a safe and proper manner. The Contractor shall provide documented proof of the means of disposal to the satisfaction of the Authorised Officer.

6. APPLICATION OF MATERIALS

6.1 The Authority's preferred method of treatment is by non-mechanical means; the use of task specific machinery will be considered on authorisation by the Authorised Officer. The Contractor shall have stated in Method Statement 1, Part A, the means of application intended to be used together with a list of safe working practices for the use of that equipment.

6.2 The Contractor shall, whilst carrying out the work, take all necessary precautions to prevent or reduce any nuisance or inconvenience to the

owners, tenants or occupiers of adjacent properties, and to the general public. This may include treatments outside of normal working hours to high footfall areas of the Borough.

- 6.3 The Contractor shall ensure that any application of pesticide does under no circumstances lead to the pollution of any watercourse or water supply. Any such pollution will be held to be the responsibility of the Contractor who shall be required to make good any damage, and to be held responsible for any claims for compensation arising from these actions or omissions.
- 6.4 The Contractor shall allow for measures necessary to control noise, pollution and comply with all other statutory obligations. Under NO circumstances should heat/naked flame treatments be applied.

7. EQUIPMENT

- 7.1 The Contractor shall note that all equipment to be used will have to comply with all current safety and environmental standards.
- 7.2 The Contractor shall inspect equipment on a minimum frequency of every three months during the season using an accredited inspection template. All equipment must be tested by an independent qualified person to the minimum legal requirement. The Contractor shall pass copies of all documentation to the Authorised Officer within 7 working days of inspection.

8. METHOD STATEMENTS

- 8.1 As an integral part of the tender, the Contractor will have completed and returned all Method Statements, and will have provided any additional items that they consider are relevant to the Contract.

- 8.2 During Mobilisation the Contractor shall develop, from his tendered Method Statement, a first operational Method Statement and submit it to the Authorised Officer for acceptance not less than two weeks before the starting date.

9. INSPECTION & RECTIFICATION

- 9.1 Each operational week of the Contract, the Contractor will provide the Authorised Officer with a list of all areas treated against the planned schedule of treatments for the following three month period as submitted.
- 9.2 21 days after treatment a random sample of 10% of the treated areas will be jointly inspected by the Authorised Officer and the Contractor. The Contractor must within a period of 24 hours re-treat any work found not to be up to the required standard.
- 9.3 Following inspection and where standards of service are not delivered the Contractor will rectify and return to the standards set out in Section 3.5. This may require the Contractor to dig out and remove larger weeds by hand with the aid of scrapers etc.
- 9.4 Rectification/default procedure
- 9.4.1 Where the Authorised Officer considers that an item of work is not completed to the required standard, or that the Contractor has breached one of its obligations under this Specification, the Authorised Officer shall be entitled to:
- issue a Rectification Notice; and/or
 - issue a Default Notice.

- 9.4.2 A Rectification Notice is a notice given verbally or in writing (including email) to the Contractor or any of the Contractor's staff. If given verbally, it shall be recorded by the Authorised Officer and confirmed in writing at a later date.
- 9.4.3 A Rectification Notice shall specify the item/operation which has failed inspection, the remedial action required and the agreed timescale for completion.
- 9.4.4 The Contractor shall carry out the remedial work required by any Rectification Notice:
- within the timescales (where appropriate) set out within the Specification for the part(s) of the Services under inspection; or
 - where no such timescales are indicated in the Specification, within timescales set by the Authorised Officer at his/her discretion, having due regard to the circumstances in which the Contractor shall be required to rectify and the extent of the Default which has occurred.
- 9.4.5 If the Contractor fails to comply with a Rectification Notice, or fails to comply within the specified timescale, the Authorised Officer shall be entitled to issue a Default Notice. A Default Notice may also be issued where an item/operation has consistently failed/failed to meet the specified standard.
- 9.4.6 The Contractor shall note that a Rectification Notice will generally only be used in situations where it is evident that the failure is of a relatively minor nature and is rectifiable within a relatively short period of time.
- 9.4.7 A charge per Rectification Notice will be issued if the number of rectifications exceed the below:

Rectification Notices per week	Deduction
0-5	No deduction
6-11	£5 per Notice
12-20	£10 per Notice
21-30	£15 per Notice
31 or more	£20 per Notice

9.4.8 A Default Notice is a written notice, which specifies the following:

- the failure in respect of which it is issued;
- any remedial activity to be undertaken together with the timescales within which it shall be completed;
- any Default Points to be allocated to the Contractor in respect of the Default; and
- Financial deductions (if any) to be made from any payment otherwise due to the Contractor as a result of the Default.

9.4.9 Financial deductions shall be calculated by the Authorised Officer and shall be a sum up to but not exceeding the aggregate of:

- a sum equal to the value of the work not carried out calculated in accordance with the prices quoted for the respective work; and
- a sum equivalent to any financial loss suffered by the Authority caused by the Default of the Contractor; and

- an inspection and administration fee shall be charged, at the Authority's discretion, for the time the Authorised Officer has spent dealing with the same Default and calculated according to the amount of time spent by the Authorised Officer in dealing with the Default. Rates are shown in 9.4.11.

9.4.10 The Contractor shall be aware that the Authority is not obliged to issue a Rectification Notice prior to issuing a Default Notice and in circumstances where the Authorised Officer considers that the Default is sufficiently serious or incapable of rectification the Authorised Officer will issue a Default Notice only.

9.4.11 Administration and Inspection Rates:

The calculation of the administration charge will be made by reference to the time involved in dealing with the failure and the level of officer undertaking the work according to the following table.

Officer Category	£ per Hour
Administrator (Tier 1)	18.00
Senior Administrator (Tier 2)	21.00
Supervisor/Contract Officer	23.00
Contract Manager	30.00
Chief Officer	43.00

10. CONTRACTOR'S STAFF

- 10.1 The Contractor shall provide sufficiently trained and suitably qualified personnel for performance of its obligations under the Contract and the Contractor and its staff (or persons under its control) shall be aware of, and work in accordance with, all relevant standards and any relevant new legislation.
- 10.2 The Contractor shall ensure that the calibre of staff working on the Contract is as high as possible. Staff shall be fully trained and shall hold recognised industry standard qualifications.
- 10.3 The Contractor shall at all times ensure that the Contract is adequately staffed in order to fully undertake the operations specified.
- 10.4 All of the Contractor's staff providing any service to or working in the vicinity of schools, educational establishments and sites accommodating vulnerable people (both, young and elderly) shall have up to date, enhanced and clear Disclosure and Barring Service (DBS) checks.

11. CONTRACTOR/CLIENT LIAISON

- 11.1 The Contract Manager shall meet with the Authorised Officer for regular liaison meetings at intervals, times and locations agreed with the Authorised Officer. The Contractor shall have made allowance in the Contract price for monthly liaison meetings to be held throughout the Contract Period, as well as additional meetings during the Contract start-up period between the award of the Contract and the Contract Commencement Date.

12. CONTRACTOR'S ADMINISTRATIVE ARRANGEMENTS

Management Information

- 12.1 The Contractor shall provide all Contract management information; the Authorised Officer shall decide what is required in order to be satisfied that the requirements of the Contract are being adhered to. Examples of management information include details of staffing levels, work schedules and programmes and quality self-monitoring reports. The management information shall be provided on a weekly, monthly basis or at any other intervals as required by the Authorised Officer. The Contractor shall have allowed in their Tender prices for the cost of this provision.
- 12.2 The Contractor shall have a continuous improvement programme in place and introduce hand held devices to manage information and performance, and for the provision of management information.

Access to Records by Authorised Officer:

- 12.3 The Contractor shall permit the Authorised Officer access to all records relating to this Contract that the Authorised Officer deems necessary. The Authorised Officer will treat as confidential any information contained in these records unless such information indicates an omission or default by the Contractor in respect of any aspect of the performance of the Service.
- 12.4 Over the life of the Contract the Contractor shall be expected to maintain at its own expense, any records necessary to enable the performance of the Contract. This information shall be kept electronically on file for up to seven years after the Contract Period and made available to the Authorised Officer on request.

13. SERVICE DEVELOPMENTS AND IMPROVED WORKING PRACTICE

- 13.1 Over the life of the Contract, the Contractor shall offer proposals for any improvements or suggestions and changes that shall be beneficial to the Council. Feedback from the Contractor shall form an essential part of the Contract.
- 13.2 In the spirit of continuous improvement, the Contractor shall be expected to co-operate with the Council in carrying out trials, pilot studies and schemes with a view to developing the Services carried out under the Contract. Any amendments to costs will be agreed between the Contractor and Authorised Officer.

14 ADDITIONAL WORK

- 14.1 In addition to routine Services as set out in the Specification the Authorised Officer may require the Contractor to carry out one off additional, unspecified work similar to that required by the Specification. The additional unspecified work shall be charged at operational rates as set out in the Pricing Document.
- 14.2 Additional works do not form part of this contract and potentially will be contracted out separately as outlined in the document titled 'Pricing schedule'.

15 HEALTH AND SAFETY

- 15.1 The Contractor shall comply with all statutory requirements and associated approved codes of practice and guidance or regulations pertaining to Health and Safety. This should include, but not be limited to, safe storage, transport and use of chemicals, training and competence of operatives, application of safe working procedures, use of appropriate personal protective equipment

and undertaking appropriate risk assessments (including application of control measures identified in those risk assessments).

16 INCLEMENT WEATHER

- 16.1 If inclement weather prevents work being carried out, the Contractor shall immediately notify the Authorised officer and agree with the Authorised Officer a variation to the programme. The Contractor shall resume work as soon as possible in accordance with the submitted programme, and complete at its own expense any work not done as soon as possible and within seven Working Days of the original timing within the programme.
- 21.2 The Contractor shall, where necessary, stop any work, during inclement weather where it would cause damage or danger to staff, employees of the Council or members of the public, with agreement from the Authorised Officer.