

Specification – Appendix 2

WEED CONTROL SERVICE – SPECIFICATION PART A

1. WEED CONTROL SERVICES

- 1.1 This section is to be read in conjunction with Specification Part B (page 11) - General Requirements and relates specifically to operations to be carried out.
- 1.2 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.
- 1.3 The Contractor shall offer professional and practical advice relating to improvements to sites, and to identify and propose solutions to deal with any particular problem areas relating to the site(s) and to cause minimum impact to wildlife. All proposed changes to the site(s) shall be agreed by the Authorised Officer before implementation.
- 1.4 The whole of the Service shall be carried out so as to cause the minimum inconvenience.
- 1.5 Good Practice: Where, and to the extent that materials and workmanship are not fully specified, they shall be suitable for the purposes of the Service stated in or reasonably inferred from the Contract Documents.

2. SERVICE PROVISION

2.1 Scope of Works

- 2.1.1. The Contract aims through the application of pesticide, to control weed growth on the highway in the London Borough of Havering.

2.2 Definition

- 2.2.1. 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.

2.3 Objective

- 2.3.1. Weeds are controlled for:

- 2.3.1.1. Appearance - weeds detract from the overall appearance of an area and trap litter;

- 2.3.1.2. 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;

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

3. 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 Part A and B of this Specification.

4. SERVICE AND SERVICE STANDARDS

- 4.1 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;

- hedge lines and garden boundaries;
- 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;
- trees in highways verges; and
- grass verge edging.

4.2 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.

4.3 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.

- 4.4 With regard to trees planted in highway verges, an area of 150mm shall be treated around the circumference of the trunk.
- 4.5 Twenty one (21) days after pesticide 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 (with the exception of certain resistant weed species)
 - Any new, fresh weeds present, shall cover less than 10% of the area, with no weed being greater than 100mm in height
- 4.6 The Contractor shall prepare for times and situations that lead to greater fluctuations in likely weed growth.
- 4.7 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.
- 4.8 The Contractor shall complete the four weed control measures within an 8 week programme of spraying. This timetable of spraying should be outlined in the appropriate method statements.
- 4.9 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.

4.10 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.

5. REPORTING

- 5.1 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.

6. MATERIALS

- 6.1. The Contractor shall have stated in Method Statement 1, Part A, the herbicides they intend to use in accordance with the Contract requirements (Non-Hazardous to Environment and Operatives, Approved Glyphosate based herbicide). No alternative materials may be used without prior written authority from the Authorised Officer.
- 6.2. 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 4.

- 6.3. 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.
- 6.4. The Contractor shall ensure that all materials are properly stored and transported, providing secure storage as required under relevant legislation.
- 6.5. 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 these conflicts with any other specified requirement. Copies of these recommendations/instructions shall be submitted to the Authorised Officer when requested.
- 6.6. 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
- 6.7. The Contractor shall take care that no spillage takes place when mixing chemicals. Any consequent damage to vegetation, surfaces, plants or equipment shall be the responsibility of the Contractor.

- 6.8. Should the Contractor draw water by means of standpipes, the Contractor shall obtain permission from the relevant Water Authority prior to such an undertaking. All water outlets shall be fitted with a non-return valve.
- 6.9. 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.

7. APPLICATION OF MATERIALS

- 7.1 The Contractor shall apply the herbicides by non-mechanical means; the use of task specific machinery will be considered only 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.
- 7.2 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.
- 7.3 The Contractor shall ensure that the 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.

- 7.4 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.

8. EQUIPMENT

- 8.1 The Contractor shall note that all equipment to be used will have to comply with a European Standard, which will be called a CE Mark. If the Contractor's equipment does not have a CE Mark the Contractor will be issued with a default notice and removed from site.
- 8.2 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.

9. METHOD STATEMENTS

- 9.1 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.
- 9.2 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. Any subsequent revisions shall normally be submitted not less than two Working Days before each scheduled monthly progress meeting between the Authorised Officer and the Contractor. The plan shall be sufficiently detailed to fully inform the Authorised Officer of the Contractor's intentions for providing the Service during the following three months period.

10. INSPECTION & RECTIFICATION

- 10.1 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.
- 10.2 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.
- 10.3 Following inspection and where standards of service are not delivered the Contractor will rectify and return to the standards set out in Section 4.5. This may require the Contractor to dig out and remove larger weeds by hand with the aid of scrapers etc.

WEED CONTROL SERVICE SPECIFICATION PART B

GENERAL REQUIREMENTS

1. WEED CONTROL SERVICE

- 1.1. The Contract for Weed Control Services is considered by the Council to be a major service Contract that affects the overall appearance of the Borough.
- 1.2. A first class service is required and the Contractor shall acknowledge this requirement and undertake to provide such a service; the Contractor shall fully understand the requirements detailed in the Specification.

2. GENERAL SERVICE OUTLINE

Authorised Officers

- 2.1. For the purposes of this document the term Authorised Officer shall be used in the singular but will relate to one or more officers as appointed by the Council over the course of the Contract.
- 2.2. The Council will appoint an Authorised Officer as its main point of contact between the Contractor and the Council. It shall be the duty of the Authorised Officer to liaise between the Contractor and other Council officers who represent users of the service. Subject to the escalation procedures set out below, the decision of the Authorised Officer on any matter relating to the Contract is final and binding on all concerned.

Contract Manager

- 2.3. The Contractor shall appoint one or more Contract Managers, as they deem appropriate, to oversee the delivery of the Contract and to act as liaison between the Contractor and the Council.

Service Standards

- 2.4. The Service shall be carried out in such a manner and to such a standard as meets or exceeds the standards set out in this Specification and ultimately to the satisfaction of the Authorised Officer.

Required Outcome

- 2.5. In addition to paragraph 2.4, the Contractor shall operate a flexible and well-coordinated team to achieve an attractive, well ordered, clean and safe service for customers, and shall work in partnership with the Authorised Officer, all stakeholders and the Council to provide quality services effectively and efficiently.

Professional Standards

- 2.6. All work undertaken by the Contractor shall be in accordance with recognised industry practices and technical standards applicable to the provision of Highways Weed Control Service, and shall comply with the requirements of the appropriate professional body or institution.
- 2.7. Not Used

- 2.8 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.

Contractor's Staff

- 2.9. 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, and/or certificates of attainment as is applicable.
- 2.10 The Contractor shall at all times ensure that the Contract is adequately staffed in order to fully undertake the operations specified.
- 2.11 The Contractor shall ensure that all operatives engaged in the application of pesticides are fully trained and hold a relevant "Certificate of Competence" e.g. PA1 and PA6A for hand held applications. These documents shall be made available at the start of the Contract period, following a request at any time during the Contract period by the Authorised Officer or when any new operative starts work on the Contract.
- 2.12 The Contractor shall notify the Authorised Officer of any change in staff. The Contractor shall supply the Authorised Officer with an updated list of qualified operatives at the beginning of each treatment.
- 2.13 The Contractor shall ensure that all operatives engaged in applying pesticides possess an identity card with a recent passport size photograph and are issued with uniform that should be worn at all times.

- 2.14 Relevant personal safety equipment and protective clothing shall be used in accordance with the requirements of pesticide legislation and the products being used. Details of such requirements should be set out in the appropriate Method Statement.
- 2.15 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.
- 2.16 The Contractor shall ensure that all members of its staff providing Weed Control Services pay due consideration and courtesy to members of the public and any pets, road users and pedestrians who may be affected by the operation of the Service.

Contractor/Client Liaison

- 2.17 The Contract Manager shall meet with the Authorised Officer at 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.
- 2.18 In addition to those meetings described above the Contractor shall, from time to time, be expected to attend meetings with StreetCare Environmental Maintenance Officers, including the Group Manager, Service Unit Managers and Supervisors and will be given due notice of these meetings. The Contractor may also, from time to time, be expected to attend meetings with Site Managers, User Groups (e.g. tenants meetings), and Committees. The

Authorised Officer shall normally accompany the Contractor to these meetings and shall give reasonable, i.e. no less than 7 days' notice.

3. CONTRACTOR'S ADMINISTRATIVE ARRANGEMENTS

Management Information

- 3.1. 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.
- 3.2. 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:

- 3.3. 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.

- 3.4. 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.

Cost of Administration:

- 3.5. The Contractor shall have allowed in their Tender price for the cost of all management and administrative procedures necessary for the execution and performance of the Contract.

4. FINANCIAL ARRANGEMENTS

Legal costs and Fines:

- 4.1. The Contractor shall be responsible for all legal costs and fines incurred by them together with any necessary representations resulting from the Contractor's operation of the Contract.
- 4.2. Contract Payments: Contract payments shall be based on the tendered rates and prices, together with any agreed variations and revisions thereto.

4.4 RECTIFICATION/DEFAULT PROCEDURE

- 4.4.1 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.

4.4.2 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.

4.4.3 A Rectification Notice shall specify the item/operation which has failed inspection, the remedial action required and the agreed timescale for completion.

4.4.4 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.

4.4.5 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, or with regard to clause 4.4.10.

4.4.6 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.

4.4.7 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

4.4.8 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.

4.4.9 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 4.4.11.

4.4.10 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.

4.4.11 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

Invoices:

- 4.5 The Council has implemented an ERP system called One Oracle the (successful) Contractor will therefore be required to accept orders, send invoices and receive payments electronically.
- 4.6 The Council requires all suppliers to raise invoices via the One Oracle iSupplier portal. This portal requires the successful Contractor to have a secure internet access and email address. Details on how to use the portal and the Councils P2P policy can be found here <http://www.havering.gov.uk/Pages/Services/Doing-Business-with-the-Council.aspx?I1=100002&I2=200095>.

Please note that the successful supplier must agree to the One Oracle iSupplier terms and conditions located via this link https://www.havering.gov.uk/info/20071/doing_business_with_us/387/how_we_buy/4

SERVICE DEVELOPMENTS AND IMPROVED WORKING PRACTICE**Continuous Improvement**

- 4.7 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.

- 4.8 Any net savings identified as a result of new working methods agreed by the Authorised Officer shall be shared equally between the Contractor and the Council.
- 4.9 The Council appreciates that over the life of the Contract new methods of working will be developed in the industry, which may improve working conditions for the Contractor and provide an improved Service to the Council. Therefore the Contractor is expected to keep methods of working under constant review and shall discuss with the Authorised Officer the potential to utilise any such methods in the delivery of the service.

5 PROGRAMME OF WORK

Work Schedule

- 5.1 Within twenty-eight (28) working days of the Contract commencement date the Contractor shall have submitted a full and detailed programme of work to the Authorised Officer for approval. The programme shall detail the year's work schedule, providing frequency of visits and making provision for all Services relating to each site as specified by the Authorised Officer and to the requirements laid down in this Specification. Variations from and modifications to the programme of works shall not be made without the prior written approval of the Authorised Officer.

6 METHODS OF WORKING

Preliminary Inspections

- 6.1 The Contractor shall carry out all necessary preliminary inspections of the areas to be maintained, major obstructions such as parked vehicles shall be reported to the Authorised Officer and an approach to service delivery identified to ensure the programme of work is completed.
- 6.2 Before commencing the Services, the Contractor shall ascertain any special conditions, restrictions or instructions. Should any adverse conditions affect the ability of the Contractor to carry out the Services the Contractor shall report accordingly to the Authorised Officer.
- 6.3 The Contractor shall give written notice to the Authorised Officer of any works that may not be completed on time or below standard.

Protection of People, Property, Animals and Birds

- 6.4 The Contractor shall take all necessary precautions to prevent damage to existing buildings, fences, gates, paved areas and other site features during the execution of the works. Any damage caused by the Contractor shall be rectified at the Contractor's own expense.
- 6.5 The Contractor shall take all precautions to prevent damage to adjoining property and shall obtain permission as necessary from the owners if requiring to gain access to, or otherwise use adjoining property. The Contractor shall pay all charges applicable and shall clear away all arisings on completion of works.

- 6.6 The Contractor shall ensure that works proceed in such a manner as to cause no damage or injury to any person, animal, desirable plant, machine or item of equipment (including vehicles).
- 6.7 The Contractor shall avoid causing damage to any recognised nature conservation area and shall be aware of the provisions of Wildlife and Countryside Act 1981 (as amended) particularly with respect to specially protected species.
- 6.8 The Contractor shall make good any damage and shall be responsible for any claims arising from its own actions or omissions.
- 6.9 The Contractor shall take all possible safety measures for any work carried out in situations where the performance of such works could result in a hazard to members of the public or vehicular traffic. The Contractor shall provide all necessary traffic management barriers, warning signs, and/or lamps and shall place the same in a safe location when works are on-going.
- 6.10 Methods of working that would impair safety or give rise to nuisance or damage to property or inconvenience to members of the public are unacceptable. The Contractor shall investigate all unacceptable methods reported to the Authorised Officer and if appropriate shall discipline any employee using such unacceptable methods or dangerous practices.
- 6.11 The Contractor shall notify the Authorised Officer without delay of any damage caused to facilities.
- 6.12 The Contractor shall be responsible for all loss or damage to property resulting from Contract operations. The Contractor shall be fully responsible for the reinstatement, repair or replacement of any damage caused by negligence to:

soft landscape features; buildings or structures; other Council owned or private properties.

7 USE OF CONTRACTOR'S RESOURCES IN EMERGENCIES

- 7.1 In the event of a disaster or major incident, the Contractor may be required to make available to the Council under the instructions of the Authorised Officer, any premises, equipment, vehicles, plant and manpower engaged in connection with the performance of the Contract. Under instructions from the Authorised Officer, the Contractor shall make available vehicles and plant required in less major emergency situations. Payments for Services provided by the Contractor in emergencies shall be at the additional work rate (price per linear/square meter) in accordance with the Contractor's Schedule of Rates and Prices.

8 CONTRACTOR'S SELF MONITORING

- 8.1 The Contractor shall ensure that it has sufficient resources in place to monitor the Contract in order to meet all requirements of the Specification, and shall have included all costs relating to this activity in the Tender price.

- 8.2 The Contractor shall be responsible for monitoring its own performance throughout the Contract Period. The Contractor shall have detailed in their submitted Operational Method Statement:

8.2.1 The means by which they intend fulfilling the Contractor's obligations to monitor and record its performance of the Contract on an on-going basis and to report thereon to the Authorised Officer.

- 8.3 The various Key Performance Indicators which the Contractor proposes to use for monitoring its performance of the Contract, including (but not limited to) spot checks, customer satisfaction surveys, customer liaison meetings and the proposed manner and recording of complaints.
- 8.4 Monitoring systems and data shall be made available to the Authorised Officer on a regular basis, or at any time, as determined by the Authorised Officer.

9 CONTRACT MONITORING

- 9.1 The Authorised Officer will monitor the Contractor's performance to ensure that the Contract Services are provided in accordance with this Specification. Any work that is not to the required standard will be dealt with as specified at Weed Control Service Specification Part A, paragraph 10.2 (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.)
- 9.2 The Authorised Officer shall have the right at any time to inspect the premises, equipment and Services at any location and may examine any associated area of activity forming part of this Contract.
- 9.3 The Authorised Officer may assess the Contractor's performance in relation to training, working methods and other operational matters as described in this Specification and which shall have been submitted by the Contractor as part of the Tender and as may subsequently be amended and agreed for use in the provision of the Service.
- 9.4 When carrying out any inspection the Authorised Officer may on occasions require a representative of the Contractor to be present. In such cases, the

Authorised Officer will inform the Contractor of this requirement at the beginning of the Day before which the inspection is to be carried out. Other than on such a request the Contractor shall not be given notice of where any monitoring is to be carried out.

- 9.5 The Contractor shall work with the Authorised Officer to improve methods of working where problems are identified. The Contractor shall comply with any previously agreed instruction given to the Contractor by the Authorised Officer concerning the implementation of improved quality management methods.

10 INCREASES IN CONTRACTOR'S COSTS

- 10.1 The Council will not consider any claims by the Contractor for any increases in costs, whether expected or unexpected, other than as expressly allowed for in the Contract. Costs may be revised if changes in legislation require alternative products to be used that are likely to have a significant impact on the cost of delivering the service.

11 VARIATION TO CONTRACT REQUIREMENTS

- 11.1 From time to time changes within a location (new construction, re-landscaping, etc.), or customer requirements, may occur that will permanently alter or significantly impact on the services to be provided. If such changes result in an increase in the type or quantity of services to be provided then any additional costs will be based on the Contractor's tendered rates. Any such amendments to the service shall be by way of a written Variation Order, issued by the Authorised Officer

12 ADDITIONAL WORK

- 12.1 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.
- 12.2 Additional work charges such as on Homes in Havering land and single treatment, removal and disposal of invasive plants including Japanese Knotweed should be included with the Pricing Document, but will not be scored as part of the evaluation process.
- 12.3 Homes in Havering land is currently treated with a residual weed spray twice yearly, however the Council is open to innovation and suggestions on alternative treatment.
- 12.4 Additional works do not form part of this contract and potentially will be contracted out separately as outlined in the document titled 'Pricing schedule'.
- 12.5 The contractor to provide price for an optional fifth spray during the summer months, inclusive of any remedial works, as detailed in paragraph 4.1. This should be included with the Pricing Document, but will not be scored as part of the evaluation process.

13 ALTERATIONS TO SPECIFICATION REQUIREMENTS

Changes in Requirements as a Result of Policy Decisions:

- 13.1 The Council reserves the right to amend its requirements as a result of its own policy decisions, Service Area decisions, Borough boundary changes or other legislation implemented by Central Government.

Alterations to Contract Requirements

- 13.2 The Council does not offer any warranty that requirements during the Contract Period will be similar to those set out in this Specification. Payment to the Contractor will be for the actual services provided calculated at the rates submitted in the Contractor's tender. The Council will not consider any claims from the Contractor for loss of profits resulting from changes in the Council's requirements under the Contract. Should there be an alteration in the Council's operational requirements as described above, and a subsequent alteration in payments due to the Contractor, the Contract shall continue in force in all other respects on the original terms and conditions.

14 FREQUENCY/NUMBER OF OPERATIONS

- 14.1 The Council reserves the right to add or delete any area of work and to reduce/increase or delete any frequency of task and to amend any layout.
- 14.2 The frequency and number of operations where specified may be increased or decreased at the reasonable discretion of the Authorised Officer and in agreement with the Contractor. Payments will consequently be adjusted to reflect reduction or increase in work.

15 COMPLAINTS PROCEDURE

- 15.1 The Contractor shall have submitted as part of its Tender the customer relations and complaints procedures to be applied during the Contract Period.

- 15.2 Contractor shall operate that, or any other subsequently agreed procedure for dealing with customer complaints and shall ensure that all of the Contractor's staff is aware of, and comply with, such procedure.
- 15.3 The Contractor shall respond to complaints from customers in a prompt, courteous and efficient manner and in such a manner as to promote public satisfaction. The complaint shall be acknowledged in writing within three (3) working days of receipt, and action taken to resolve the complaint within ten (10) working days. The complaint and the proposed remedial action to be taken shall be reported to the Authorised Officer within twenty-four (24) hours of the complaint being received.
- 15.4 The Contractor shall notify the Authorised Officer immediately of any serious or unresolved complaint from a customer.
- 15.5 Complaints received directly by the Authorised Officer will be referred immediately to the Contractor for action but may also be investigated (or otherwise dealt with) separately by the Authorised Officer.
- 15.6 The Authorised Officer shall be entitled to investigate any complaint, whether received directly from the complainant or reported by the Contractor. In investigating a complaint, the Authorised Officer shall determine whether further action needs to be taken to resolve the complaint or avoid repetition, and shall, where applicable, issue further instructions to the Contractor. The Contractor shall comply with all such instructions at no additional cost.
- 15.7 The Authorised Officer shall be entitled to carry out surveys, questionnaires or sampling of customers without notification to the Contractor for the purpose of monitoring the Contractor's performance.

16 QUALITY CONTROL

- 16.1 The Contractor shall operate a formal mechanism to review and determine quality, timeliness and completeness of Contract performance in providing all aspects of the Service.
- 16.2 The Contractor shall provide necessary management to ensure standards are consistently maintained.
- 16.3 The Quality Assurance and performance management arrangements shall be sufficiently flexible to accommodate any changes in the work methods throughout the Contract Period.
- 16.4 The subject of these procedures will typically relate to:
- planned and actual timing of work;
 - response times;
 - downtime and impact on the availability of resources;
 - other measurable performance indicators;
 - customer satisfaction surveys;
 - periodic condition surveys;
 - financial information; and
 - human resources information.

17 STATUTORY REQUIREMENTS

- 17.1 The Contractor shall fully understand the statutory duties of the Council as it will be the Contractor's duty to carry out the Service on behalf of the Council in accordance with those statutory requirements. Any penalties prescribed by law and any consequential costs resulting from the Contractor's failure to carry out those statutory duties shall be paid by the Contractor at no expense to the Council.
- 17.2 The Contractor shall comply with all statutory requirements and approved Codes of Practice and their updates including those listed in the Conditions of Contract.

18 HEALTH AND SAFETY

- 18.1 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).

19 TRAFFIC SAFETY AND CONTROL

- 19.1 At all times when carrying out the Service the Contractor shall be responsible for providing all temporary traffic signs, barriers and lamps as recommended in the Traffic Signs Manual published by Her Majesty's Stationary Office.

- 19.2 The Contractor shall be responsible for keeping clean, secure and legible all temporary traffic signs, barriers and lamps used when carrying out the Service. All signs required to be lit shall be lit during periods when road vehicles are required to use lights. All temporary signs, barriers and lamps shall be removed from the highway as soon as work has been completed and the highway is safe for traffic.
- 19.3 All vehicles and mobile plant used in connection with the Service shall be painted in a conspicuous colour and shall be provided with a distinctive roof-mounted amber flashing lamp. The lamp shall be switched on when the vehicle or plant is operating at low speed or standing partially or wholly on a highway.
- 19.4 The Contractor shall ensure that at all times when engaged on the Service operatives wear high visibility jackets, waistcoats or overalls incorporating retro-reflective markings to a minimum standard of:
- BS6629: 1985 Class A on dual carriageways
 - BS6629: 1985 Class B on all other roads.
- 19.5 The Contractor shall at all times comply with any direction given by Police, the Highways Council or the Authorised Officer in connection with the provision of the Service.
- 19.6 Work on or near the Highways: For the purpose of this Contract the public highway incorporates all public highways, footways, bridleways roundabouts and adjoining areas to which the public have access.

- 19.7 Under the "New Roads and Street Works Act 1991", works affecting Trunk Roads and other "Traffic Sensitive Routes", are subject to the control of permitted working hours. Normally, work carried out over/on/from the carriageway of "Traffic Sensitive Routes" shall not be allowed during the hours of 7.30am - 9.30am and 4.00pm - 7.00pm Monday to Friday inclusive.
- 19.8 Before any work commences on Roundabouts, Trunk roads or "Traffic Sensitive Routes" the Contractor shall liaise if necessary with the local Traffic Police, as to acceptable hours of work, appropriate signing including mobile lane closures, traffic control and methods of work in accordance with Chapter 8 of the Traffic Manual issued by the Department for Transport (DFT).
- .
- 19.9 In addition, all works shall also be in accordance with the Code of Practice "Safety at Street Works and Road Works - A Code of Practice" (issued by the Secretaries of State for Transport under Sections 65 and 124 of the "New Roads and Street Works Act 1991"). The Code of Practice shall require an information board to be displayed at every site of works, except for mobile works and minor works carried out from a vehicle. The board shall give the name of the organisation for which the works are being carried out and a telephone number that can be contacted in emergencies. Wherever possible the sign should also include a brief description of the works and the name of the Contractor. The format of the board shall also be in accordance with the "Code of Practice". Appropriate work permits will be required from the Council's New Roads and Street Works (NRSW) Team.
- 19.10 All items of road safety equipment shall be supplied by the Contractor and shall be kept clean and in good order, and shall comply with the current statutory requirements.

- 19.11 The Contractor shall also make provision for the safe passage of pedestrians by the use of barriers, cones, direction signs and by deploying staff as necessary to restrict and/or redirect them where the works affect the footway.

20 PARTIAL OPERATIONS

- 20.1 Where an operation is priced for a gross area and the Authorised Officer instructs that it is to be carried out for only part of that area, payment will be on the basis of the unit rate per m² multiplied by the square meterage of the part area as detailed in the Pricing Document. Where a situation occurs where factors outside of the Contractor's control prevents a full operation being completed e.g. water-logging, building works etc., the Contractor shall carry out as much of the operation as possible and shall return to complete the operation when conditions allow. The Contractor shall notify the Authorised Officer of all such occurrences. In such circumstances no claims for increased costs will be considered.

21 INCLEMENT WEATHER

- 21.1 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

22 NOT USED

23 GENERAL NOTES ON ACCESS

23.1 The Contractor shall ensure that when carrying out work that there is no interference with blockage of access of public or private roads, footpaths, fire access or any other property.

23.2 The Contractor shall note that access to all sites on Saturdays and Sundays shall only be carried out with the approval of the Authorised Officer. Care shall be taken to ensure minimal noise and disruption to neighbouring residents, all Health and Safety regulations shall be strictly adhered to at all times.

24 GENERAL PESTICIDES

Definition

24.1 A "pesticide" is any agent exercising control over any living organism and as such, shall include herbicides, insecticides, lumbricides, fungicides, algaecides, moss-killers and all similar products or materials. Pesticide application shall commence at the specified time or as directed by the Authorised Officer.

Pesticide Application

24.2 The Contractor shall supply an approved pesticide and apply by means of a knapsack sprayer, a Controlled Droplet Applicator (CDA), a granular applicator,

or other appropriate approved methods at the prescribed rates as per manufacturer's instructions. All equipment shall be maintained in accordance with the manufacturer's requirements.

25 MATERIALS

- 25.1 Only approved materials having a MAFF, MAPP or HSE registration number shall be used.
- 25.2 However, the Contractor shall note that at any time during the Contract Period, the Authorised Officer may issue instructions for the withdrawal of any pesticide.

Work in Residential Establishments

- 25.3 No pesticide application shall take place unless instructed by the Authorised Officer.

Weather Conditions

- 25.4 No pesticide application shall take place when weather conditions are unsuitable e.g. windy weather or very hot dry weather. All areas where pesticide is applied shall have sufficient warning signs erected and extreme care taken when spraying near public areas, gardens, ponds etc.