

**DEPARTMENT OF NEIGHBOURHOODS**

**CONTRACT FOR THE MAINTENANCE  
OF PARKS AND GREEN SPACES  
SOUTH BRISTOL 2009, CENTRAL BRISTOL 2010 AND INTEGRATED  
AREAS**

**SPECIFICATION**

**PART 1 - GENERAL SPECIFICATION**

**COMMENCEMENT DATE 1ST FEBRUARY 2010**

**BRISTOL CITY COUNCIL**  
**CONTRACT FOR THE MAINTENANCE OF PARKS AND GREEN SPACES**  
**Part 1 – GENERAL SPECIFICATION**

---

**CONTENTS**

1. Preamble.....	4
2. Definitions and Interpretations.....	4
3. Objectives .....	7
4. Partnering.....	9
5. Joint Annual Service Development Plan.....	9
6. Joint Performance Review Meetings.....	10
7. Weekly/Monthly Contract Progress Meetings.....	11
8. Quality Performance Monitoring .....	11
9. Information Systems.....	12
10. Complimentary Performance and Quality Monitoring.....	12
11. Working with the Local Community.....	12
12. Staff.....	12
13. Training and Development.....	13
14. Anti Social Behaviour.....	14
15. Security of Locations.....	15
16. First Aid.....	15
17. Evacuation Procedures.....	15
18. Obstruction.....	15
19. Barriers.....	15
20. Interference.....	15
21. Approved Materials.....	16
22. Water Usage .....	16
23. Concessions and Events - Litter.....	16
24. User Obstruction.....	16
25. Wildlife.....	16
26. Sports Area Maintenance and Repairs.....	16
27. Timber.....	17
28. Abandoned Vehicles and Fly Tipping.....	17
29. Machinery.....	19
30. Maintenance of Access Points.....	21
31. Utility Failure.....	21
32. Structural Failure and Tree Damage.....	21
33. Litter, Detritus, Leaves and Debris .....	22
34. Acceptance of Sports Bookings.....	23
35. Cancellation of Matches on Sports Areas.....	23
36. Waste Management.....	23
37. Pest and Disease Control.....	24
38. New Roads and Street Works Act 1991 (RASWA).....	25
39. Special Events.....	26
40. Working Methods.....	26
41. Record Keeping.....	26
42. Defects Liability.....	27
43. Extension of Time.....	27
44. Workmanship and Materials.....	28
45. Road Opening Permit.....	28
46. Road Closures.....	28
47. Restrictions by Police and Local Authorities.....	28

**BRISTOL CITY COUNCIL  
CONTRACT FOR THE MAINTENANCE OF PARKS AND GREEN SPACES  
Part 1 – GENERAL SPECIFICATION**

---

<u>48. Encroachment.....</u>	<u>28</u>
<u>49. Antiquities.....</u>	<u>29</u>
<u>50. Emergency Out of Hours Cover.....</u>	<u>29</u>
<u>51. Pollution Control (Water).....</u>	<u>29</u>
<u>52. Environmental Best Practice.....</u>	<u>30</u>
<u>53. Bristol Parks - Head Gardens and Park Keepers.....</u>	<u>30</u>

**The South Bristol 2009 Contract adopted the Technical Specification, General Specification - Central 2010, Appendix A and B (as revised May 2010) and D1, D2, F, G, H, L1, L2, Q, R - Central 2010**

**BRISTOL CITY COUNCIL**  
**CONTRACT FOR THE MAINTENANCE OF PARKS AND GREEN SPACES**  
**Part 1 – GENERAL SPECIFICATION**

---

## **1. Preamble**

- 1.1 The Work to be undertaken by the Contractor is fully described in this Specification, which is sub-divided into two parts.
- 1.2 Part 1 (the General Specification) describes a range of requirements that the Council requires the Contractor to fulfil in carrying out the Work including details of the Partnering approach expected.
- 1.3 Part 2 (the Technical Specification) describes the range of horticultural and non-horticultural Work which the Council requires the Contractor to undertake as Planned Works together with other Work that the Council may require the Contractor to undertake from time to time as Additional Works.
- 1.4 The Tendered Rates must make due allowance for full compliance with all parts of the Specification.
- 1.5 The two parts of the Specification are complementary and must be read and interpreted as mutually explanatory.

## **2. Definitions and Interpretations**

- 2.1 “Additional Work” means: -

Such additional Scheduled Works and Response Maintenance that the Council may require the Contractor to carry out from time to time and for which the Contractor shall receive extra payment;

- 2.2 “Best Horticultural Practice” means: -

Such quality of work that appropriately meets the requirements of the Specification within the framework established by British Standard 7370, and the Royal Horticultural Society’s “Encyclopaedia of Gardening”;

- 2.3 “Additional Works Rates Schedule” means: -

The day works, floral bedding maintenance and other one off occasion works rates tendered for the supply of Labour, Machinery and consumables.

**BRISTOL CITY COUNCIL**  
**CONTRACT FOR THE MAINTENANCE OF PARKS AND GREEN SPACES**  
**Part 1 – GENERAL SPECIFICATION**

---

2.4 “Feature” means: -

A specific horticultural or ecological element of a Location or a specific function of Work described in the Specification;

2.5 “Free of litter” (and “litter free”) means: -

Conforming to the requirements of the Environmental Protection Act 1990, Clean Neighbourhood and Environment Act 2005 and standards defined in NI195 in respect of the litter grade (before cleansing grade) applicable to each location as applied to the site category groups defined in clause 33.0. Where a litter free standard is required above the standard NI195 grade applied to the category of the whole site the Task Description will stipulate this within the “litter” clause or other clauses.

2.6 “In Instruction Notice” means: -

An directive from the Supervising Officer to the Contractor to carry out Planned Works or Additional Works, this will take the form of an works order;

2.7 “Location” means: -

The land or any part of the land on which the work described in the Specification is to be carried out, as indicated on the Location Plans forming part of the Tender Documents;

2.8 “Location Plans” means: -

The indicating the position of Locations which the Contractor is required to maintain to the Contract Standard and within which the Contractor may be required to carry out such Additional Works as the Council so determines.

The Contractor should note that Features may be shown on the Location Plans but maintained by another party (for example sports club, community group, partner or third party contractor), therefore the Location Plans must be cross referenced with the Bill of Quantity.

Incorporated within the Tender Documents the Contractor will be supplied Ward level plans in electronic .pdf read only format only. No individual site Location Plans will be provide at this stage. No hard copy plans will be supplied

The successful Contractor once appointed will be required to sign an Ordnance Survey Sub-Contractor Licence and a Bristol City Council Data Agreement. The Location Plans will be supplied at Feature, Plot level in electronic read only format only, ESRI format. No hard copy plans will be supplied;

2.9 “Machinery” means: -

Any vehicle, mechanically or electrically driven plant, machinery or equipment used in the performance of the Work by the Contractor;

**BRISTOL CITY COUNCIL**  
**CONTRACT FOR THE MAINTENANCE OF PARKS AND GREEN SPACES**  
**Part 1 – GENERAL SPECIFICATION**

---

2.10 “Maintenance” means: -

The combination of all technical and associated administrative actions intended to retain an area or item in or restore it to the state stipulated in the Specification or other such Work described in the Specification;

2.11 “Month” means: -

A calendar month (also used for Monitoring Cycle);

2.12 “Planned Work” means: -

The SORs that relate to work that will be undertaken every year on one or more occasions to achieve and maintain the Contract Standard, these are stipulated in the Bills of Quantities and carried out in accordance with the Standards defined in the Specification and appendices;

2.13 “Price Schedules” means: -

The Price Schedules forming part of the Contract and the Tendered SOR rates for the Work described therein;

2.14 “Response Maintenance” means: -

Such additional works being ad hoc repair and maintenance work which the Council shall require the Contractor to undertake from time to time;

2.15 “Scheduled Works” means: -

Such additional works being programmes of additional Works issued to the Contractor for example annual bedding schemes and other works that the Council shall require the Contractor to undertake;

2.16 “Recovery Works” means: -

Such additional work as required to bring the condition of all features back to required contract specification at during an agreed period from Contract commencement.

2.17 “Staff” means: -

The Contractor’s employees, agent or sub-contractors;

2.18 “Supervising Officer” means: -

The Director of Neighbourhoods of the Council for the time being or any deputy nominated by him in writing to act on his behalf;

**BRISTOL CITY COUNCIL**  
**CONTRACT FOR THE MAINTENANCE OF PARKS AND GREEN SPACES**  
**Part 1 – GENERAL SPECIFICATION**

---

2.19 “Task Description” means: -

The Work stipulated in the Bills of Quantities which the Contractor is required to carry out at each Location and which is described in the Specification and to which references must be made to determine the Contract Standard applying thereto. This is detailed as SOR item Task Description with the Quantity to be maintained. The Contractor should note that the Quantity is taken as plan measurements irrespective of any adjustment arising from angle of slopes.

2.20 “User” means:-

Any person, group of people or organisation from the wider community using or taking part in activities at any Location or otherwise benefiting from the provision of parks and landscape features:

2.21 “Work” means: -

The services and work described in the Conditions of Contract and Specifications;

2.22 “Force Majeure” means: -

Adverse weather conditions of an exceptional nature; civil commotion, strike or lock-out affecting the preparation, manufacture or transportation of any of the goods or materials required for the Works;

### **3. Objectives**

3.1 The Council will expect the successful tenderer to commit to achieving the key elements of Bristol's adopted Parks and Green Space strategy, which sets out its 20 year vision to create *'A City with good quality, attractive, enjoyable and accessible green spaces which meet the diverse needs of all Bristol citizens and visitors.'*

Copies of the strategy and background papers are available to download at [www.bristol.go.uk/parkstrategy](http://www.bristol.go.uk/parkstrategy) and it is expected that tenderers will have considered how the wide ranging policies in the strategy relating to quality, including skills development, can be delivered in partnership with the council.

To this end the objectives of this contract are: -

- To put residents and customers first by providing improved quality, more efficient and responsive grounds maintenance service, whilst offering value for money.
- To deliver more effective grounds maintenance services that optimise public investment and contribute to a cleaner, greener and safer city, that are, wherever possible and practicable, co-ordinated with other environmental and Street Scene services.
- To deliver continuous improvement, and increase residents' satisfaction with these important, highly visible Services.

**BRISTOL CITY COUNCIL**  
**CONTRACT FOR THE MAINTENANCE OF PARKS AND GREEN SPACES**  
**Part 1 – GENERAL SPECIFICATION**

---

- To provide services that are flexible enough to cater for the changing needs of South Bristol over the period of the agreed contract term and any likely extensions.
- To achieve work in accordance with Green Flag principles in designated parks.
- To contribute to South Bristol's regeneration objectives as a safe, healthy and attractive place to invest, live, work and visit.
- To have the contractor working in tandem with a newly restructured Bristol Parks Service, which is responsible for: -
  - ongoing service development and review towards the implementation of the adopted policies in the Parks and Green Space Strategy;
  - engaging with the community and key stakeholders, in particular through the Bristol Parks Forum, individual park groups and South Bristol's 5 new
  - Neighbourhood Partnerships, collaborating to find out what customers want from their local park/s, including use of surveys;
  - developing and delivering Bristol's green skills strategy to develop the next generation of city gardeners, park keepers and park managers;
  - collaborating with other council services, the Police and other stakeholders to reduce anti social behaviour and improve effectiveness of enforcement;
  - producing site-specific Improvement and Management Plans which are active and effective in bringing about change on the ground;
  - working flexibly and focusing resources to meet the needs of the community;
  - monitoring the grounds maintenance contract, concentrating on performance outputs, quality and continual improvement;
  - budget monitoring and ensuring value-for-money to create a culture of “how can we improve together”;
  - improving the service's environmental performance including promoting recycling of green waste, general waste minimisation, and reducing energy use.



**BRISTOL CITY COUNCIL**  
**CONTRACT FOR THE MAINTENANCE OF PARKS AND GREEN SPACES**  
**Part 1 – GENERAL SPECIFICATION**

---

## **4. Partnering**

- 4.1 The Council recognises that much can be achieved by the Contractor and the Supervising Officer working constructively together. Amongst other benefits, a Partnering approach should assist the Contractor to plan for future changes in an informed way.
- 4.2 Within 6 months from the Commencement Date the Supervising Officer and the Contractor's Representative, together with any other relevant senior personnel from both organisations will aim to produce a "Partnering agreement". This document will aim to set out the approach to operating the Contract that both parties will adopt to achieve the best possible outcomes in terms of service delivery and development. The Partnering Agreement will not form part of the contract itself but it will be an important document in defining the spirit and practical actions needed to ensure that the Contract succeeds.
- 4.3 The Supervising Officer will take a lead in convening meetings to develop this document. For it to be successful, the Contractor's Representative and his/her key staff will need to be committed to actively participating in the process.

## **5. Joint Annual Service Development Plan**

- 5.1 In accordance with Conditions of Contract Clause 5, each year, in advance of the budget process, the Supervising Officer and the Contractor's Representative will prepare a Joint Service Development Plan.
- 5.2 The scope and specific issues to be covered in the Joint Service Development Plan will be advised by the Supervising Officer. The Joint Service Development Plan will take account of the Council's expected priorities and budget allocations provided by the Supervising Officer. The Joint Service Development Plan may cover such things as: -
- Objectives and goals for the coming year;
  - Options and proposals for areas where service improvement or reductions are proposed (if required to meet budget cuts or changing priorities etc.);
  - Options and proposals for areas where service developments are proposed;
  - Review of performance and achievements against targets (and, if applicable, reasons for any failures and summary of the actions taken to address these);
  - Performance targets for the coming year;
  - Proposals for public consultation and involvement;
  - A draft action plan setting out the actions to be taken by the Supervising Office and the Contractor;

**BRISTOL CITY COUNCIL**  
**CONTRACT FOR THE MAINTENANCE OF PARKS AND GREEN SPACES**  
**Part 1 – GENERAL SPECIFICATION**

---

- Any other relevant information required in relation to Best Value.
  - Continuous Performance Assessment (CPA) and other policy or legal requirements.
  - Site Management Planning process involving Users, Contractor and Client.
- 5.3 The Contractor will be expected to contribute information and ideas in each of the areas which are relevant to his responsibilities under the Contract. The aim will be to reach a shared view with the Supervising Officer on most issues
- 5.4 Once the Plan has been considered by the Council it will be updated by the Supervising Officer in consultation with the Contractor.
- 5.5 The actions identified in the plan will be included in the Rolling Improvement Plan and will be monitored as provided for below.

## **6. Joint Performance Review Meetings**

- 6.1 Every three months the Partnership Board will meet to review the overall performance and future direction of the Contract. This meeting will be convened by the Supervising Officer and shall be attended by the Contractor's Representative, together with other relevant personnel from each party, as well as Elected Members and Stakeholder representatives.
- 6.2 The purpose of the meeting will be to:
- Review performance in all key areas;
  - Identify any areas of under achievement and/or specific problems and agree corrective measures to address them;
  - Consider ideas for changes/developments to the Service and where agreed identify actions to progress them;
  - Review working arrangements in relation to the commitments set out in the Partnering Agreement and where necessary, agree any corrective actions required. (This could involve amending or clarifying the Partnering Agreement, Rolling Improvement Plan;
  - Any other relevant issues.

## **7. Weekly/Monthly Contract Progress Meetings**

7.1 These will take place between the Supervising Officer and the Contractor's Representatives. The purpose of the meeting will be to:

- Address key operational issues;
- Review performance in all key areas;
- Identify any areas of underachievement and/or specific problems and agree actions to address them; including agreeing monthly bonus payments;
- Consider ideas for changes/developments to the Service and where agreed, identify actions to progress them;
- Any other relevant issues;
- The meeting may include representatives from 'the Parks Forum', community or user groups, Neighbourhood Officers, Team Leaders.

## **8. Quality Performance Monitoring**

8.1 Appendix D (Grounds Maintenance Quality Monitoring) proposes a number of performance measures which will be used to monitor the overall performance of the service. Specific performance standards and measures are also described elsewhere in the Contract Documents.

8.2 The Contractor will be expected to work pro-actively and constructively with the Supervising Officer to achieve and exceed these standards.

8.3 There are a number of National Indicators that relate to the management and execution of the contract and the impact of operations, these are included in Appendix D. The Contract shall supply such records as required by the Supervisory Officer and achieve targets as set by government or the Council. The Supervisory Officer may add to the list of NI records required during the term of the Contract, these will be included as a update to Appendix D.

- NI 185 which measures the environmental performance of contractors. The contractor is required to supply to the Supervisory Officer the energy used in their stationary sources (offices, depots & warehouses) and the fuel used in there machinery and vehicles. This energy use is only for the work that they do for us. It has to be reported on a yearly basis for the same period as the financial year, April- March. Appendix L1 and L2, contact Energy Management Unit for further information on this.
- NI 197 - Improved Local Biodiversity – proportion of Local Sites where active conservation management is being achieved.

## **9. Information Systems**

- 9.1 Appendix H (shared information systems) sets out the requirements for the Contractor to develop shared information systems with the Council.
- 9.2 The Contractor will be expected to work proactively and corroboratively with the Supervising Officer to achieve this.

## **10. Performance and Quality Monitoring**

- 10.1 Appendix D (Grounds Maintenance Quality Monitoring) sets out the Council's requirements for the Contractor to take a role in monitoring performance and quality standards in all key areas of service provision.
- 10.2 The Contractor will be required to operate a Quality Assurance System independent of the Council's Quality Monitoring to ensure that the Contractor can determine on a continuous basis through the execution of its operations that the Contract Standard is being achieved. This approach permits the Contractor to have a highly responsive self-monitoring system.
- 10.3 The Contractor shall provide photographic evidence of work areas before and after undertaking works as a when instructed by the Supervising Officer. The photographs will be provided on CD / DVD or by email when 48 hours of work being undertaken. The Contractor will provide photographic evidence on each work occasion and or identification of occurrence if specifically specified in the Technical Specification.

## **11. Working with the Local Community**

- 11.1 Public involvement and participation are key elements of the Government's Best Value regime. In accordance with Conditions of Contract Clause 36.0, the Contractor will be required to work proactively with the Supervising Officer to help develop meaningful approaches to consultation and involvement, in particular with Bristol Parks Forum as the city wide network of parks groups representing users. As part of this the Contractor will be required to comment on and participate in initiatives put forward by the Council. The Contractor will also be expected to contribute their ideas to improve service delivery of the Contract.

## **12. Staff**

- 12.1 The Contractor shall ensure that his staff are uniformed, identifiable and visible, polite and helpful to Users at all times.
- 12.2 Uniform should include clothing which features the name of the company and wording to show that the Contractor is working for Bristol Parks Service, and be clearly visible to users. Staff should communicate positively with the public in gesture and word, being polite and helpful.

## **13. Training and Development**

13.1 The Contractor will ensure that a Training and Development plan is put into effect for all staff to cover the skills required for the tasks they need to carry out to ensure the workforce can continuously improve service delivery. A plan will be provided each year with the involvement of the Supervising Officer. The plan will be produced within 6 months of the start of the contract and subsequently on the anniversary of the contract.

13.2 The Contract shall ensure that all new and existing staff receive appropriate training to include (items below are not an exhaustive list) the following as relevant to their work tasks and areas of responsibility:  
Customer care related training.

General horticultural.

Protected species – awareness of / correct working practices to ensure protection and correct response if found etc (covering areas such as Slow worms when mowing, Nesting bird issues, tree buffer zones etc) & working procedures should also be in place.

Control of invasive species - ability to recognise / act appropriately when identified & working procedures should also be in place.

Waste Management - waste hierarchy (reduce, reuse, recycle) and legal obligations (duty of care, hazardous waste etc). & working procedures should also be in place

Emergency response - oil / pesticide spills etc etc & get working procedures in place.

General Environmental Awareness Training (working around water, fuel efficient driving, Tree Preservation Orders /protected hedgerows etc etc)

**BRISTOL CITY COUNCIL**  
**CONTRACT FOR THE MAINTENANCE OF PARKS AND GREEN SPACES**  
**Part 1 – GENERAL SPECIFICATION**

---

## **14. Anti Social Behaviour**

- 14.1 Anti-social behaviour is one of the key barriers to use of our parks and green spaces and is a key factor in affecting public enjoyment and perception of safety of these spaces. It is important that anti-social behaviour issues are addressed promptly. Where appropriate the Contractor will work with the Client, the Police, Young People's Services and other agencies towards a community safety partnership.
- 14.2 The Contractor shall report any damage and vandalism observed at any Location to the Supervising Officer within 24 hours of its appearance being identified and shall confirm the fact in writing within 48 hours. Where the damage is likely to cause a hazard to users the Contractor shall isolate the hazard to make safe.
- 14.3 The Contractor shall comply with the Councils policy on times scales for the removal of racist and offensive graffiti and for all other graffiti remove it within 48 hours on Features that they are required to remove graffiti as identified in the Technical Specification. The Contractor shall report racist and offensive graffiti with 2 hours of being observed (whether required to clean or not) and all other graffiti to the Supervisory Officer with 24 hours. The Contractor shall take a photographic record with date stamp of all graffiti and supplying photo files in .jpg format, for all racist and offensive graffiti - by email, all other graffiti by DVD / CD or email as agreed with the Supervisory Office. The Supervisory Officer may use the photographic record for enforcement purposes, so the exact location and Feature (asset) must be identifiable by Site Name, feature and general location. This may require two photos of the offence one for location purposes and one detailed close up.
- 14.4 The Contractors Park keepers will carry graffiti cleaning and flyposting removal equipment and during the course of carrying out other tasks on site removal all graffiti (excluding on Children's Play Equipment and historic items) with 24 hours of being observed.
- 14.5 The Contractor shall maintain Task Descriptions for Toilets, Sports Pavilions (internal only), Seats, Picnic Benches, Litter and Dog Bins on all sites and for all other items (except historic and Childrens Play Equipment) on sites that have a Park Keeper to NI 195c and NI 195d Grade B+. The standards will be inspected for Grounds Maintenance Quality Monitoring and monthly payment purposes at Task Description level.
- 14.6 The Contractor shall promptly alert the Supervising Officer to all instances where he suspects locations are being used for any illegal activity including drug trading or abuse.
- 14.7 The Contractor shall ensure that all incidents of vandalism, bullying, harassment or any form of unsocial behaviour by users observed by his staff are promptly reported to the Supervising Officer.
- 14.8 The Contractor shall whilst carrying out work in dog prohibited areas assist in controlling their designation as a dog prohibited area by requesting any users seen exercising dogs to remove their dogs from the location.
- 14.9 At all locations the Contractor should take a role in encouraging dog owners to be responsible through awareness and reporting activity of an unsociable nature to the Supervising Officer.

## **15. Security of Locations**

- 15.1 The Contractor shall be responsible for ensuring that all Locations which require locking and unlocking as shown in Appendix M are adequately secured during and after Work is complete. Any loss or damage resulting from non-compliance with this Clause 15.1 shall be the responsibility of the Contractor. Where the Contractor changes a lock or key they shall provide the Supervising Officer with copies of all keys or security codes to access points to locations.

## **16. First Aid**

- 16.1 At all Locations that have Location specific Park Keepers and or Sports Duties, the Contractor shall maintain a fully stocked first aid kit, placed in a readily accessible position to respond to injuries sustained by Users and staff and an effective method of summoning emergency services during all hours that the presence of a Park Keeper / Sport Duties are stipulated. Only staff in possession of a first-aid qualification shall administer first-aid to Users.

## **17. Evacuation Procedures**

- 17.1 The Contractor shall maintain notices throughout Sports Pavilions referred to under Technical Specification Clause 27.0 detailing evacuation procedures and mustering points for each.

## **18. Obstruction**

- 18.1 The Contractor shall ensure that in performing the Work, access and egress is maintained to public or private roads, footpaths, access paths, fire access points or any other property either belonging to the Council or any other person.

## **19. Barriers**

- 19.1 The Contractor shall be responsible for the provision of all barriers, lighting, footways and signage required for carrying out the Work.

## **20. Interference**

- 20.1 The Contractor shall seek the approval of the Supervising Officer prior to carrying out Work where heavy traffic or public activity may impede such Work and shall only carry out such Work at times agreed by the Supervising Officer, and in accordance with guidance from appropriate statutory undertakers.

**BRISTOL CITY COUNCIL**  
**CONTRACT FOR THE MAINTENANCE OF PARKS AND GREEN SPACES**  
**Part 1 – GENERAL SPECIFICATION**

---

## **21. Approved Materials**

- 21.1 In carrying out the Work detailed in the Technical Specification the Contractor shall only use such materials as are listed in Appendix F and Appendix G or other such materials as are approved in advance by the Supervising Officer.

## **22. Water Usage**

- 22.1 For irrigation purposes the Contractor shall only use water from approved Water Authority sources and shall ensure arrangements are made with the Water Authority for the metering of water usage. The Council shall be responsible for all water costs arising therefrom.
- 22.2 In the event that water restrictions due to drought conditions affect the performance of the Work, the Contractor shall be paid for any additional costs incurred in importing water where previously agreed by the Supervising Officer. The Contractor shall provide the Supervising Officer with a detailed breakdown of such additional costs prior to any payment being made.

## **23. Concessions and Events - Litter**

- 23.1 From time to time, catering and other concessions and events are permitted at Locations and the Contractor shall maintain the areas surrounding such concessions free of litter wherever the concessionaire has failed to do so.
- 23.2 The Contractor shall carry out such Work as is necessary to reinstate any Location so affected to a condition consistent with the Contract Standard and the Council shall pay to the Contractor such sums as are due to effect such reinstatement.

## **24. User Obstruction**

- 24.1 The Contractor may, whilst carrying out works where Users are in the way or potentially at risk from the operations, request them to move. If Users refuse to move, the Contractor shall inform the Supervising Officer, then continue with the Work in another area and shall return to the uncut area as soon as possible after the Users have left the area. The Contractor shall deal with such situations in a polite and friendly manner and shall not intimidate nor adopt a confrontational attitude with Users. Continued obstruction should be reported to the Supervising Officer, who shall appraise the situation and advise of appropriate action

## **25. Wildlife**

- 25.1 The Contractor shall take all possible care to avoid disturbing wildlife whilst carrying out Work with particular reference to protected species and the Wildlife and Countryside Act 1981 and Protection of Badgers Act 1992 and Countryside and Rights of Way Act 2000 and the Conservation (Natural Habitats, &c.) Regulations 1994 (and amendments).



**BRISTOL CITY COUNCIL**  
**CONTRACT FOR THE MAINTENANCE OF PARKS AND GREEN SPACES**  
**Part 1 – GENERAL SPECIFICATION**

---

25.2 The Contractor will be expected to take an active role towards the implementation of the Parks Wildlife strategy and the Bristol Biodiversity Action Plan, and the promotion of bio-diversity.

## **26. Sports Area Maintenance and Repairs**

26.1 Planned Work on sports areas shall be carried out at a time which minimises interference with programmes of use.

26.2 Except where specifically excluded within the Technical Specification the Contractor shall be responsible for all repairs to surface damage on sports areas at all locations caused by supervised and unsupervised use of such areas and shall make provision within the Tendered Rates for such repairs.

## **27. Timber**

27.1 All timber arising from arboricultural or silviculture operations under this contract shall be the property of the Council and the Contractor shall deliver such material to a site designated by the Supervising Officer within the Contract Area, such costs to be included within the Tendered Rates.

## **28. Abandoned Vehicles and Fly Tipping**

28.1 The Contractor shall promptly report to the Supervising Officer when an abandoned or burned out vehicle (all mechanically propelled vehicles) is found on any Location, and provided information about the vehicle together with accessibility/ ground conditions to the vehicle's location.

28.2 The Contractor should note that the Bristol Parks has internal arrangements for the removal of burnt out vehicles and a Corporate arrangement with a third party contractor for the removal of abandoned vehicles. The Contractor retains a responsibility to report such vehicles but will not be instructed to remove it.

28.3 Fly tipped items are defined as “too large to be removed by a hand sweeping barrow”, in simple terms this is a single full bin bag upwards. Similarly, several carrier bags dumped together also constitutes flytip.

28.4 For the purpose of clarity the Contractor shall clear and dispose of any small dispersed or accumulated items of any volume collectively and individual items up to and including 0.7m<sup>3</sup> volume (i.e. this includes a standard shopping trolley, see Clause 28.7) per individual occurrence, this is covered under the various collection of flytip clauses in the Technical Specification for each Task Description (Feature).

**BRISTOL CITY COUNCIL**  
**CONTRACT FOR THE MAINTENANCE OF PARKS AND GREEN SPACES**  
**Part 1 – GENERAL SPECIFICATION**

---

28.5 Where the flytip is above this volume the Contract shall report only with details required by the Waste on Land arrangements (and Flycapture database). This is to ensure that the Council can enter details in to the Flycapture database, this being a legislative requirement under the Anti-Social Behaviour Act 2003. NI 196 reports on flytip so it is essential that the occurrence of flytip is accurately recorded.

28.6 The Contractor should note that the Bristol Parks has a partnership arrangements with the Environmental Services as part of the Waste on Land Arrangements a “One Council Approach” for the collection of Flytip material. The Contractor retains a responsibility to report such material but will not be instructed to remove it. The contact details to report flytip above 0.7m<sup>3</sup> are:

1) You can complete the Bristol City Council - Customer Service Centre form on the webpage below:

<http://www.bristol.gov.uk/ccm/navigation/environment-and-planning/street-care-and-cleaning/refuse---flytipping/>

2) Complete the Request Form at:

<http://intranet.bcc.lan/ccm/content/file-storage/nhs/people-and-services/service-areas/environmental-services/waste-services-and-street-scene/waste-on-land-clearance-request.en>

Email form to: [wasteonland@bristol.gov.uk](mailto:wasteonland@bristol.gov.uk)

2) Phone the CSC at on: 0117 9222100

3) In future you will be able to contact via the Confirm CRM

28.7 The Contractors attention is drawn to an arrangement that the Council has with a third party company, Trolley Collection Services (TCS) for the recovery of abandoned trolleys, they operate 7 days and week 364 days a year . Trolley Collection Services will collect the trolley (any condition and site location eg in streams ect) within 24 hours (may be a longer period if in an inaccessible location) from the Location provided that it do not contain waste (the company does not have Waste Transfer Licence and empty trollies are exempt from the Waste Transfer Regulations) and will return it to the store.

The Contractor is required to work with this arrangement in the spirit of re-use by reporting the presence of the trolley (if empty) to Trolley Collection Services using one of the contract methods below or where the trolley contains waste, remove the trolley and waste to the depot, dispose of the waste and store the trolley for periodic bulk collection (storage free of charge) by the third party contractor.

The Contractor has the option to remove an empty trolley to the depot rather than

**BRISTOL CITY COUNCIL**  
**CONTRACT FOR THE MAINTENANCE OF PARKS AND GREEN SPACES**  
**Part 1 – GENERAL SPECIFICATION**

---

leave it at the Location. The Contractor is required to keep records of numbers of trollies taken to the depot only.

Contact:

1) You can complete the Bristol City Council - Customer Service Centre form on the webpage below:

<http://www.bristol.gov.uk/ccm/navigation/environment-and-planning/street-care-and-cleaning/refuse---flytipping/>

2) Complete the Request Form at:

<http://intranet.bcc.lan/ccm/content/file-storage/nhs/people-and-services/service-areas/environmental-services/waste-services-and-street-scene/waste-on-land-clearance-request.en>

Email form to: [wasteonland@bristol.gov.uk](mailto:wasteonland@bristol.gov.uk)

3) Phone or email the Bristol City Council, Customer Service Centre, ( Tel 0117 922 2100 8.30am - 8.00pm Monday to Friday )

4) Email TCS on [control@trolley-tcs.co.uk](mailto:control@trolley-tcs.co.uk)

5) Phone TCS on 01392882210

6) In future you will be able to contact via the Confirm CRM.

28.8 The Contractor is required to co-operate with any third party instructed to clear the flytip material or vehicles from sites where the Council has corporate wide arrangements in place.

28.9 In the event of Work being required at Locations where abandoned vehicles or fly tipped material will impede such Work the Contractor shall work round such vehicles or material to the best standard that could reasonably be expected.

## **29. Machinery**

29.1 All machinery shall be identifiable as the property of the Contractor working on behalf of Bristol Parks Services.

29.2 The Contractor shall ensure that staff operate Machinery in accordance with current legislation and byelaws governing speed and off road usage.

29.3 The Contractor shall ensure that staff operate Machinery at speeds appropriate to the maintenance operation being carried out and where such speeds are stipulated in the Technical Specification, to the parameters stated therein.

**BRISTOL CITY COUNCIL**  
**CONTRACT FOR THE MAINTENANCE OF PARKS AND GREEN SPACES**  
**Part 1 – GENERAL SPECIFICATION**

---

- 29.4 The Contractor will avoid undue damage to grassed areas, only traversing grassed areas where necessary. The Contractor is responsible for ensuring the type, size and weight of Machinery is suitable and appropriate for the Work to be carried out and that all staff involved in such Work are properly and adequately qualified in the Machinery's use.
- 29.5 The Contractor shall ensure that all tractor units have the appropriate tyre type and tread pattern for the ground conditions at the time Work is carried out. All tractors engaged in grass cutting and management shall have grass land tyres fitted. In the event of damage being caused to Features as a result of the Contractors non-compliance with this Clause the Contractor shall be responsible for the costs of reinstating damaged areas to their original condition.
- 29.6 The Contractor shall ensure that Machinery is not left unattended at any time, except at such places where the Machinery is being securely stored.
- 29.7 In the event that unattended Machinery is observed by the Supervising Officer, the Council reserves the right to remove such Machinery to a safe place and the costs of removal shall be deducted from such sums that are due to the Contractor.
- 29.8 The Contractor shall not traverse any hard surface area where solid studded wheel mower traction is used.
- 29.9 The Contractor shall ensure that all safety guarding is intact whilst Machinery is being operated and at all other times (includes in depot storage) unless they have been removed for the duration of repair and maintenance where such activity requires the removal of guards for access.
- 29.10 The Contractor shall operate and maintain all Machinery in a good, clean condition and to the Manufacturer's recommendations.
- 29.11 The Contractor shall ensure that refuelling of all Machinery is carried out away from any Features which may be detrimentally affected by spillage of fuel.
- 29.12 The Contractor shall comply with all Statutory Regulations, COSHH and other health and safety practices when carrying and storing fuel and when refuelling machinery.
- 29.13 The Contractor shall immediately inform the Supervising Officer immediately of any spillages of oil or fuel and shall take immediate steps to ameliorate damage to any Feature affected.
- 29.14 The Contractor shall not use mechanical brush cutters or strimmers in woodland areas without the prior written approval of the Supervising Officer.
- 29.15 The Contractor shall not drive any vehicles in any woodland area without the prior approval of the Supervising Officer. The approved use of vehicles in woodlands shall be restricted to specific routes.

**BRISTOL CITY COUNCIL**  
**CONTRACT FOR THE MAINTENANCE OF PARKS AND GREEN SPACES**  
**Part 1 – GENERAL SPECIFICATION**

---

- 29.16 The Contractor shall not operate any Machinery at any Location before 7.30 am or after 8.00 pm on any day except with the prior express approval of the Supervising Officer.
- 29.17 The contractor shall provide machines capable of accessing onto or reaching banks and slopes, including those with steep gradients and/or limited access. Where the gradient or access is considered beyond the capabilities for the safe operation of specialist bank machinery (on machine or radio controlled) or access platforms, the maintenance of the feature shall be undertaken by manual means including trained personnel rope access if required.
- 29.18 The Contractor shall undertake risk assessments of slopes and banks to identify those banks or slopes to which the above operations are applicable. The Contractor shall provide health and safety method statements for each type of machine or manual operation method. The above documents shall be available to the Supervising Officer for inspection.
- 29.19 It shall be assumed by the contractor for the purpose of health and safety that all work (includes all Feature Types) to banks or slopes is encompassed in this clause irrespective of the contractor's intent to use machinery or manual means to achieve the standards stated in the Technical Specification.

### **30. Maintenance of Access Points**

- 30.1 The Contractor shall maintain all locking devices, hinges and all other moving mechanisms on doors, gates and locks at Locations in a free moving condition. The Contractor shall implement a programme of maintenance for all such devices and shall include all such costs within the Tendered Rates under Technical Specification Clause 1.0.

### **31. Utility Failure**

- 31.1 The Contractor shall notify the Supervising Officer immediately he becomes aware of the failure of any utility which affects the operation or use of Toilets and/or Sports Pavilions or any Location maintained by the Contractor under Technical Specification Clauses 8 and 27.

### **32. Structural Failure and Tree Damage**

- 32.1 When the Contractor becomes aware of any deficiency in, damage to, or risk of falling debris from any tree or structure such as walls, railings, fences and buildings including vandalism damage or damage arising from impact or degradation, the Contractor shall immediately inform the Supervising Officer, and promptly take whatever steps are necessary to make safe or remove the hazardous situation and prevent User access to the danger area until such remedial action is taken.
- 32.2 Damage to any fixture or structure arising from the Contractor's negligence, shall be repaired at the Contractor's expense.

**BRISTOL CITY COUNCIL**  
**CONTRACT FOR THE MAINTENANCE OF PARKS AND GREEN SPACES**  
**Part 1 – GENERAL SPECIFICATION**

### **33. Litter, Detritus, Leaves, Debris and Graffiti**

33.1 The Contractor shall maintain Locations in accordance with the Environmental Protection Act 1990, Clean Neighbourhood and Environment Act 2005, the definitions of items NI195 a)-d), to the Code of Practice on Litter and Refuse, except as provided for under General Specification Clause 28.0 (Abandoned Vehicles and Fly Tipping - NI196), the Contractor shall make provision to comply in all respects with such legislation and code of practice within the Tendered Rates.

33.2 The Contractor shall maintain all Task Descriptions to standards laid down in NI195a and NI 195b as Clause 33.6. For Task Descriptions Toilets, Sports Pavilions (internal only), Seats, Picnic Benches, Litter and Dog Bins on all sites and for all other items (except historic and Childrens Play Equipment) on sites that have a Park Keeper, NI 195c and NI 195d Grade B+ also applies.

The standards will be inspected for Grounds Maintenance Quality Monitoring and Contract monthly payment purposes at Task Description level. However the Supervisory will also undertake an assessment using one or more representative transects or the whole site as appropriate for NI195 reporting purposes.

33.3 At Locations forming part of the Highway (Street), responsibility for litter clearance shall rest with a third party contractor employed by the Council to carry out a separate cleansing contract. At such Locations, the Contractor shall ensure that independently of the other contractor's activity, that clearance of all litter prior to any grass cutting operations and on each occasion when maintenance to other features are being undertaken.

33.4 The Contractor will ensure that litter clearance takes place before and as part of all other operations according to the requirements and frequencies of the specification.

33.5 The Contractor shall comply with the Environmental Protection Act 1990 and Clean Neighbourhood and Environment Act 2005 in respect of the management of waste and shall provide the Supervising Officer with such information as he requests to satisfy him that such legislation is fully complied with.

33.6 The Contractor shall maintain the Locations to the standards defined in NI 195 as applied to Locations in accordance with the Site Categories below. However within the Technical Specification some Task Descriptions may stipulate a higher standard. The standards grades detailed below are the "before cleansing" grade, the Contractor shall clean the feature on each occasion back to Grade A in all cases.

<b>Site Categories</b>	<b>Code</b>	<b>Grade</b>
Parks and Green Spaces	LP**	B+
Sheltered Housing and Offices	RD08 and CO	B+
Residential Green Space	LM	B-
Highway Verges and Roundabouts (see 33.2)	LM01, LM02, ST	B-
All other sites		B

**BRISTOL CITY COUNCIL**  
**CONTRACT FOR THE MAINTENANCE OF PARKS AND GREEN SPACES**  
**Part 1 – GENERAL SPECIFICATION**

---

- 33.7 The Contractor shall clear and recycle, recent leaf fall (blossom where stated) and branch fall Twig and minor branch debris up to 150mm butt diameter that has not degraded to detritus. The standard to which leaf clearance is required is stipulated within the Task Description clauses.
- 33.7 The Contractor shall clear and dispose Detritus is defined as dust, mud, soil, grit, gravel (not on a gravel path), stones, rotten leaf and vegetable residues and fragments of twigs, glass, plastic and other finely divided materials, as defined in NI 195b standards as applied to sites as General Specification Clause 33.6
- 33.8 The Contractor shall keep the Task Description (Feature) clear of vegetative growth, moss, algae, lichen, aquatic weed if stipulated in the Task Description.

### **34. Acceptance of Sports Bookings**

- 34.1 The Contractor shall receive sports bookings from the Council and shall undertake the necessary liaison and works that follow therefrom.

### **35. Cancellation of Matches on Sports Areas**

- 35.1 The Contractor shall assess ground conditions and inform the Supervising Officer prior to 10.00 am. on Friday for Saturday and Sunday matches and by 10.00 am. on the same day of matches on weekdays, if in the opinion of the Contractor the ground conditions are such that matches should be cancelled.
- 35.2 If the Supervising Officer concurs with the Contractor that matches should be cancelled, the Supervising Officer shall notify the Users accordingly. In all other circumstances the responsibility for cancellation of the matches shall rest with the referee of the match.

### **36. Waste Management**

The Contractors attention is drawn to Terms and Conditions of Contract - Environmental Policy at, <http://intranet.bcc.lan/ccm/navigation/policy-and-procedures/environment/environmental-policy/>

- 36.1 The Waste Management options of 'Reduction, Re-use, Recycle, Dispose' shall be observed in all items.
- 36.2 Requirements of the Environmental Protection (Duty of Care) Regulations 1991 must be adhered to. All those removing waste from site must be registered waste carries under the Controlled Waste Regulations 1991. This includes those carrying waste for recycling. For waste taken off site, Waste Transfer Notes are to be properly completed, quantifying and describing each different type of waste.

**BRISTOL CITY COUNCIL**  
**CONTRACT FOR THE MAINTENANCE OF PARKS AND GREEN SPACES**  
**Part 1 – GENERAL SPECIFICATION**

---

36.3 The Contractor shall arrange to re-use or recycle (either by themselves, the council for re-use material storage or a third party processor) for all waste produced on the contract where possible, as a final option the Contractor shall remove and dispose all arisings to a tip approved by the Supervising Officer in accordance with the Clean Neighbourhood and Environment Act. The handling of waste is at the Contractors expense. The Contractor may wish to have arrangements with the third party recycling processor used by the Council in order that the Supervisory Officer can be assured that the waste is being processed in accordance with the Council's Environmental Policy, contact Laura Durham, [laura.durham@bristol.gov.uk](mailto:laura.durham@bristol.gov.uk) 0117 93525098

The Contractor is required to co-operate with any third party instructed to clear the material or vehicle from site and / or from the depot / waste storage where the Council has corporate wide arrangements in place.

36.4 The Contractor shall not sell any arisings without the prior written approval of the Supervising Officer.

36.6 The Contractor shall, wherever possible, recycle timber, soil, leaves, refuse and any other redundant or surplus materials resulting from the Work within the parks. The Contractor shall wherever possible use compost or chippings derived from this process in the performance of the Work (subject to Approved Materials requirements).

36.7 The Contractors attention is drawn the Council's arrangements internal and third party contractors for the collection of empty abandoned trolleys, abandoned and burnt out vehicles and fly tip material removal (over 0.7m<sup>3</sup>) as Clause 28.

36.8 The Contractor is required to pro-actively engage and work with the Council Cleansing Client and Contractors to produce a seamless service delivery and “One Council Approach” to Litter collection and waste removal.

36.9 The Contractor shall produce a waste management plan for this Contract, providing it to the Supervisory Officer no later than at Contract commencement.

## **37. Pest and Disease Control**

37.1 The Contractor shall inform the Supervising Officer within 24 hours of the discovery of any pest, noxious weed, disease or infestation in bedding plants, hedges, shrubs, trees or any other Feature.

37.2 The Contractor shall in the storage, application and disposal of pesticides follow the HSE Publication 'Approved Code of Practice for Safe Use of Pesticides for Non-Agricultural Purposes' and The Control of Substances Hazardous to Health Regulations 1988 and any other relevant legislation.

37.3 The Contractor shall in the storage, application and disposal of pesticides comply with the Bristol City Council Pesticide Policy.



**BRISTOL CITY COUNCIL**  
**CONTRACT FOR THE MAINTENANCE OF PARKS AND GREEN SPACES**  
**Part 1 – GENERAL SPECIFICATION**

---

- 37.4 The Contractor shall devise and submit to the Supervising Officer for his approval prior to the Commencement Date a contingency plan detailing the procedures that will be followed in the event of an emergency such as fire or spillage whilst using pesticides. The Contractor shall ensure that his staff are familiar with and capable of implementing the plan if necessary.
- 37.5 Pesticides must not be left unattended at Locations at any time and shall be stored in a safe secure place when not in use. A competent trained person must be in attendance at all times during the transportation of pesticides.
- 37.6 The Contractor shall post warning notices for all chemical use.
- 37.7 The Contractor shall inform the Supervising Officer 48 hours in advance of the use of any pesticide, giving details of the date the chemical to be used, the volume and the reason for use. Immediately following the use of pesticides the Contractor shall submit detailed records of Work completed to the Supervising Officer.
- 37.8 The Contractor shall not use pesticides in or around Housing Areas or Sheltered Housing unless specifically instructed by the Supervising Officer. Where any doubt exists as to the proximity of housing to areas of proposed pesticide use, the Contractor shall seek and adhere to the advice of the Supervising Officer.
- 37.9 Prior to the use of pesticides the Contractor shall ensure sufficient warning notices are erected informing Users that pesticides are being applied. The type of notice must be agreed with the Supervising Officer prior to erection.
- 37.10 The Contractor shall not apply pesticides if other persons are present or could be affected by the application. The Contractor shall be responsible for ensuring that Features upon which pesticides have been applied are not accessible to Users for an appropriate period after application.
- 37.11 Where damage is caused as a result of inappropriate application of pesticides the cost of reinstatement of the soil and any necessary replanting as determined by the Supervising Officer shall be borne by the Contractor.
- 37.12 Only pesticides listed in Appendix G shall be used on any Feature.

### **38. New Roads and Street Works Act 1991 (RASWA)**

- 38.1 Where street works, major highway works, major bridge works or major transport works within the meaning of the New Roads and Street Works Act 1991, are carried out on or adjoining Locations maintained by the Contractor, the Contractor shall work around any obstacles or apparatus in place, at the Location. Where the Contractor is unable to undertake Work due to such obstructions or for any other reason the Contractor shall inform the Supervising Officer immediately.

**BRISTOL CITY COUNCIL**  
**CONTRACT FOR THE MAINTENANCE OF PARKS AND GREEN SPACES**  
**Part 1 – GENERAL SPECIFICATION**

---

38.2 The Contractor is required to work in a safe manner adjacent to roads (and other pedestrian areas where separation for protection of the public is required for the work activity being undertaken) in accordance with Chapter 8 of the Signs Manual. The Contractor shall put in place such traffic management as required to safely undertake maintenance operations with regard to the Traffic Management Act 2004, in consultation with the Bristol City Council Traffic Management Team to time operations to keep disruption to traffic flow to a minimum, this may require evening or weekend working on some busy routes.

## **39. Special Events**

39.1 The Contractor shall be informed (wherever possible at least 2 months in advance) of a special event at a location. The contractor shall adjust work programmes to present the site in the best condition for the event, minimising any interference with that event including its set-up and take-down with particular reference to grass cutting and litter clearance (which includes dog waste).

39.2 The Contractor shall ensure that the Contract Standard for Planned Work is maintained in all respects at all Locations so affected wherever reasonably practicable.

## **40. Working Methods**

40.1 Any variation, modification or alteration of any Location, Feature, building, plant, equipment, furniture or fitting for which the Contractor is responsible under the Contract in the process of undertaking the Works will only be with the prior written consent of the Supervising Officer.

40.2 The Contractor shall create method statements and risk assessments for work activities and make these available to the Supervisory Officer at Contract Commencement and at any other time upon request by the Supervisory Officer or upon update by the Contractor.

40.3 The Contractor shall be expected to promote best environmental practice and in undertaking all its tasks and plan activities accordingly, which should include effective risk assessments and control methods, method statements and waste management plans.

All personnel working on site must have a basic environmental competence and awareness.

## **41. Record Keeping**

41.1 The Contractor shall maintain records for the inspection of the Supervising Officer of all Work undertaken by him in accordance with the Conditions of Contract. Included with the information will be: -

**BRISTOL CITY COUNCIL**  
**CONTRACT FOR THE MAINTENANCE OF PARKS AND GREEN SPACES**  
**Part 1 – GENERAL SPECIFICATION**

---

- Dates and times that Work was carried out and the materials used;
- Dates and times that defects have been observed and the measures taken to rectify them including details of the notification of defects to the Council for which the Council is responsible.
- Certification by the Contractor's staff responsible that the Work has been carried out to the Contract Standard, in the form prescribed, including copies of Pesticide log book as required.
- Public (User) enquiries received, the response provided, and the time taken to respond to that enquiry.

## **42. Defects Liability**

- 42.1 Any Defect, or recurrence of any original defect or other fault related to the repair of an original defect, or related to the performance of the Works, or defect in any item provided by the Contractor which appears within 12 months of the date of completion of the Works as indicated by the records kept pursuant to General Specification Clause 41.1, or within 12 months of its acquisition if it is a replacement item and is deemed by the Supervising Officer to be due to the quality of workmanship or materials used in the execution of the Works, shall be rectified at the expense of the Contractor.

## **43. Extension of Time**

- 43.1 The Contractor shall give written notice to the Supervising Officer immediately it becomes apparent any Works may not be completed to the Contract Standard, or the frequency required stating the reasons for the delay. The Supervising Officer may grant one or more extensions of time provided always that the Contractor has constantly used his best endeavours to prevent delays or has re-prioritised tasks to meet local need, and the Contractor shall do all that is reasonably required by the Supervising Officer to proceed with the Works and reduce the delay.
- 43.2 Extensions of time under General Specification Clause 43.1 may be granted at the sole discretion of the Supervising Officer due to:-
- a) force majeure;
  - b) compliance with the Supervising Officer's instructions requiring Additional or alternative Work to be carried out.;
  - c) the execution of Work or failure to execute work not forming part of this Contract by the Council itself or by persons employed or otherwise engaged by the Council; and
  - d) the carrying out of work by a local Council or statutory undertaker of work in pursuance of its statutory obligations in relation to the Works, or the failure to carry out such work

## **44. Workmanship and Materials**

- 44.1 All work is to be carried out in accordance with the standards of good horticultural practice, and the Contractor shall be responsible for the efficient execution of the Works always to the entire satisfaction of the Supervising Officer. The Contractor shall at his own expense, renew any materials or repeat Works where in the opinion of the Supervising Officer the quality of materials or workmanship is below the Contract Standard, or if prescribed, pay the whole cost of bringing such work up to an acceptable standard by an alternative contractor.
- 44.2 All materials used must be of good quality and fit for the purpose intended, and approved by Supervising Officer.

## **45. Road Opening Permit**

- 45.1 Where roads are to be disturbed, the Contractor shall not put any Work in hand until a Road Opening Permit has been obtained. All road surfaces disturbed shall be made good to the satisfaction of the Highway Authority.

## **46. Road Closures**

- 46.1 The Supervising Officer will be responsible for any official road closure orders with the contractor being responsible for all other costs and making arrangements for the putting out and removing signs and cones and all works associated with traffic management required for those operations.
- 46.2 Where work involves the closure of roads for health and safety purposes, the Contractor shall erect notices informing highway users of the closure and to prevent cars from parking. The Contractor will be responsible for the removal of notices after the Work has been completed.

## **47. Restrictions by Police and Local Authorities**

- 47.1 The Contractor shall comply with any restrictions that may be imposed by the Police, the Fire Officer or the local authority, in particular with regard to noise and other forms of pollution and fire protection.

## **48. Encroachment**

- 48.1 Where it is necessary for the Contractor to encroach on adjoining property to carry out any Works he is first to obtain the permission of the owner. The Contractor shall take such precautions as may be necessary for the safety of the occupier and to avoid a nuisance during the course of the Works and the Contractor shall be responsible for making good all damage caused by his encroachment. The Council will not accept liability for any damage caused by the Contractor and any claims for damage must be dealt with by the Contractor.

## **49. Antiquities**

- 49.1 The Contractor shall notify the Supervising Officer immediately any antiquities, fossils, ancient workings and any object of historical interest and/or value found during progress of Works is discovered. The Contractor shall effectively secure the Location and protect the object and not remove it from where found until instructions are received from the Supervising Officer.

## **50. Emergency Out of Hours Cover**

- 50.1 The Contractor will be required to attend at any time Features at Locations within the Contract to carry out any works as may be instructed by the Supervising Officer.
- 50.2 The Contractor shall ensure that the Contractor's representative or competent deputy, duly authorised by the Contractor to act on its behalf, is available outside normal working hours, 7 days a week including Bank Holidays and Public Holidays to carry out such emergency work as will be required by the Supervising Officer.
- 50.3 Details of the Contractor's representative shall be provided in accordance with Conditions of Contract Clause 3.0.

## **51.POLLUTION CONTROL (WATER)**

- 51.1 The Contractor's attention is drawn to the existence of the following guidance from the Environment Agency:  
PPG1 – General Guide to the Prevention of Water Pollution.  
PPG 5 - (Oct. 2007) – Works in, near, or liable to affect watercourses.  
PPG 6 – Working at Demolition and Construction Sites.

These documents are available from the local Environment Agency Office (& web site), or from the Environment & Sustainability Unit at Bristol City Council, Department of Planning, Transport & Sustainable Development, The CREATE Centre, Smeaton Road, Bristol. BS1 6XN. Tel: 0117 9224452.

Contractors shall ensure that all relevant staff are made aware of, and are following, this guidance. Records shall be kept to demonstrate that staff have been informed.

- 51.2 The Contractor shall take all necessary precautions to ensure that no polluting discharge either of solid or liquid is made to any watercourse and that no work carried out in any watercourse is done in such a manner as to cause pollution. Any materials, which may accidentally fall into any watercourse, shall be removed immediately. The Contractor shall inform the Supervising Officer and The Environment Agency Pollution Hotline (Tel 0800 506070) immediately when instances of pollution are observed. The contractor shall take remedial action, as advised by both parties, to ensure that remedial action minimises negative impact on watercourse e.g. removing motorbikes to avoid contamination from petrol leakage.

## **52. Environmental Best Practice**

52.1 The Council is committed to the principles of sustainable development and good environmental stewardship and works to maintain and enhance the environment. The Contractor shall undertake their duties to assist the Council to maintain its EMAS accreditation and improve its environmental performance where possible. The Council Environmental Policy is found at:<http://intranet.bcc.lan/ccm/navigation/policy-and-procedures/environment/environmental-policy/>

The Contractor shall comply with all relevant environmental legislation, regulations or guidelines.

52.2 The Contractor shall be expected to promote best environmental practice and in undertaking all its tasks and plan activities accordingly, which should include effective risk assessments and control methods, method statements and waste management plans.

52.3 All personnel working on site must have a basic environmental competence and awareness.

## **53. Bristol Parks - Head Gardeners and Park Keepers**

53.1 Bristol Parks may directly employ and deploy Park Keepers and Head Gardeners within the contract area at any time and location. These positions may be project funded and of a limited duration or may be redeployed to other parks responding to service needs and funding.

53.2 The Contractor shall price within the Feature SORs to provide the full contract specification standard making no allowance for the existence of these staff (this being on the same basis as the Contractor's employed Park Keepers). The Contractor will be responsible for the arisings generated by the Bristol Parks staff where such works fall within the scope of the Technical Specification.

53.3 The Contractor shall actively assist, engage and co-operate with the Bristol Parks employed staff to bring about a service delivery that the public perceives to be a unified service.

53.4 The Contractor will provide the service within the scope of the contract specification as directed by the Head Gardener acting under the general direction of the Area Park Manager.

53.5 The Locations that are covered by the Bristol Parks Head Gardens will be Feature Quality Assessed in the same way as for any other sites.