

**SCHEDULE 1**

**Specification**

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**South London Waste Partnership**

**Lot 2 Specification**

**London Boroughs of Merton and Sutton**

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# **1 BACKGROUND AND INTRODUCTION**

## **1.1 Introduction**

1.1.1 This **Schedule 1** (Specification) defines the Boroughs of Merton and Sutton's requirements for the Services. The Contractor must perform the Services in accordance with all requirements set out in this **Schedule 1** (Specification) for the management and operation of the Lot 2 Services.

1.1.2 In this Specification, words and expressions shall have the meaning set out in the Conditions of Contract

1.1.3 In the event of any inconsistency within this **Schedule 1** (Specification) the following order of precedence shall apply:

- (a) the main body of **Schedule 1** (Specification) and **Appendix A** (Service Performance Indicators);
- (b) Appendix B (Service Charter);
- (c) the remaining Appendices.

## **1.2 Core objectives**

1.2.1 The core objectives of the Contract are:

- (a) To target optimum savings on the costs of service provision;
- (b) To deliver residents a high performing service, achieving high levels of customer satisfaction;
- (c) To provide improved environmental and carbon outcomes in the way in which environmental services are delivered; an
- (d) To engage constructively with a wide range of stakeholders and to continue to value and promote their involvement in the Services.

## **1.3 Extent of Services**

1.3.1 The Contractor shall perform the Services in accordance with this Specification and the Services Delivery Plan within the administrative areas of the Boroughs of Merton and Sutton. Appendix H1 and H2 contain list of the Sites in which the Services shall be carried out.

#### 1.4 **Service Charter**

1.4.1 The Contractor shall adhere to the standards set out in the Service Charter for those elements of the Services to which such standards are applicable.

#### 1.5 **Services Delivery Plan**

1.5.1 The Contractor shall deliver the Services in accordance with the Services Delivery Plan throughout the Contract Period. Any proposed amendments to the Services Delivery Plan shall be dealt with in accordance with **clause 17.3** (Services Delivery Plan) of the Conditions of Contract.

#### 1.6 **Liaison and Reporting**

1.6.1 The Contractor shall monitor and report on its delivery of the Services in accordance with **Schedule 6** (Reporting Requirements).

1.6.2 The Contractor shall provide the Council with full access to the Contractor's operational systems and records and to real-time information regarding the delivery of the Services, as more fully expressed within paragraph 2.5

1.6.3 To enable Boroughs to recharge the cost of some services to third parties, the Contractor shall provide to the Authorised Officer Bills of Quantity, which shall be in a suitable format which meets the requirements of **Schedule 6** (Reporting Requirements), for the provision of Services carried out at:

- (a) All Merton Additional Works as set out at Appendix H21;
- (b) Sutton Housing Partnership Sites as specified at Appendix H22;
- (c) All Sutton Additional Sites as set out at Appendix H1;
- (d) Mitcham Common and Mill Green as specified within Service Category H: Nature Conservation of this Specification, and at Appendix NC6;

- (e) **Merton and Sutton Joint Cemetery, Bandon Hill Cemetery, Cuddington Cemetery and Sutton Cemetery, as specified within Service Category G: Cemeteries Services of this Specification;**
- (f) **And any other service elements as directed by the Authorised Officer.**

## **2 OVERALL SERVICE DELIVERY**

### **2.1 Operation of Compliant Services**

2.1.1 The Contractor shall operate the Services in accordance with:

- (a) the measurement and frequency standards set out in Appendix H4;
- (b) the method statements in the Services Delivery Plan setting out the Contractor's methodology for compliance with all applicable Legislation and the relevant standards referred to in (a) above;
- (c) the joint Merton and Sutton quality standards, containing photographs of main sites and key features in Appendix H24.
- (d) Good Industry Practice as set out in Appendix H3.

2.1.2 The condition of Sites at Services Commencement shall be as set out within Appendix H24 (Joint Quality Standards). Sites or features that are dilapidated and significantly below the required standards set out in Appendix H24 at Services Commencement, shall be dealt with on a case by case basis between the Authorised Officer and Contractor mutually agreeing the required corrective action, if any, and the timeframe in which such action is to be taken.

2.1.3 In the event that new sites are adopted by the Council, which do not meet the quality standards set out within Appendix H24 for similar sites, either this shall be accepted as not meeting the appropriate quality standard, and shall be managed in accordance with the instructions of the Authorised Officer, or, a programme for restoration and maintenance of the site shall be agreed with the Authorised Officer.

### **2.2 Performance**

2.2.1 The Contractor's performance under this Contract shall be reviewed against this Specification, **Schedule 4** (Services Delivery Plan), the Service Performance Indicators, and the Performance Quality Monitoring System.

2.2.2 The Service Performance Indicators, and the Deductions imposed as a consequence of a failure by the Contractor in accordance with the Service Performance Indicators, are detailed in **Appendix A** to this Specification. The payment of any Deductions shall be dealt with in



accordance with **Schedule 5** (Payment Mechanism).

2.2.3 Incurring Deductions may constitute a Contractor Default in accordance with the provisions set out in the Contract.

2.2.4 The Service Performance Indicators may be reviewed by the Parties in accordance with **clause 34** (Performance Monitoring) and **clause 40** (Annual Review) of the Conditions of Contract. Changes to Service Performance Indicators shall be kept to a minimum to ensure continuity of data collection and to establish performance trends.

2.2.5 The Performance Quality Monitoring System ("PQMS") is detailed in **Appendix D** to this Specification. Any payments due in any Contract Year shall be dealt with in accordance with **Schedule 5** (Payment Mechanism).

2.2.6 The PQMS may be reviewed by the Parties in accordance with **clause 34** (Performance Monitoring) and **clause 40** (Annual Review) of the Conditions of Contract. Changes to the PQMS shall be kept to a minimum to ensure continuity of data collection and to establish performance trends.

### 2.3 **Quality Assurance**

2.3.1 The Contractor shall be required to maintain accreditation under BS EN ISO 9001:2008 (as amended) with an appropriate organisation approved by the National Accreditation Council for Certification Bodies throughout the Contract Period, and shall ensure that any sub-contractor shall do the same.

2.3.2 At the Annual Review, the Contractor shall provide the Authorised Officer with:

(a) Valid copies of all relevant quality assurance certification for the next twelve (12) months; and,

(b) Copies of the results of any quality audits (both internal or external), along with details of any non-conformities;

(c) Business Development Plan (proposed changes, enhancements or development to Services);

2.3.3 The cost of obtaining and providing copies of such documents shall be borne by the

Contractor.

2.3.4 From time to time after certification, the Council may carry out quality audits of the Contractor. The Council may employ an organisation approved by the National Accreditation Council for Certification Bodies to carry out such audits and will inform the Contractor seven (7) days prior to the start of any quality audit of the name of any such organisation. The Contractor shall make all the necessary Staff, Contract Locations, records, and documents available to the approved organisation at no cost to the Council (or the Boroughs).

## 2.4 Customer Care

2.4.1 The Contractor shall ensure that its employees, whether directly employed or sub-contracted, provide the highest possible standards of customer care at all times.

2.4.2 The Contractor shall:

- (a) Respond to service requests, complaints, requests made under the Freedom of Information Act and Councillor and MP enquiries, in line with **Schedule 15** (Customer Procedure);
- (b) ensure that none of its Staff, whether directly employed or sub-contracted, accepts any gratuity offered voluntarily by any Service User or member of the public, manager or employee of any commercial organisation in the Boroughs;
- (c) Ensure that none of its Staff, whether directly employed or sub-contracted, asks any Service User or member of the public, manager or employee of any commercial organisation in the Boroughs for a gratuity in relation to any of the Services provided;
- (d) Conduct an investigation in relation to any complaints received from any Service User or any member of the public, manager or employee of any commercial organisation in the Boroughs suggesting that the Contractor's Staff, whether directly employed or sub-contracted, have put any pressure on them to obtain a gratuity; and
- (e) Ensure that all Staff, whether directly employed or sub-contracted, wears name badges and uniform to agreed standards and maintain appropriate standards of behaviour for a service that engages directly with the public.

## 2.5 ICT

- 2.5.1 The Contractor will utilise its own ICT solutions and make available to the Boroughs all such access as is required in order to fulfil its reporting and transparency obligations under the Contract and in order to facilitate monitoring by or on behalf of the Boroughs. Access for or on behalf of the Boroughs shall be in accordance with **Schedule 4** (Services Delivery Plan), and should be web-based, allowing access through a secure (https) connection, or as otherwise agreed with the Authorised Officer.
- 2.5.2 The Contractor shall provide the information set out in **Schedule 4** (Services Delivery Plan) on their data centres and networks (including those of third parties where data is to be hosted or viewed); any changes to these arrangements shall be agreed with the Authorised Officer and the Contractors shall update **Schedule 4** (Services Delivery Plan) accordingly.
- 2.5.3 Front-end online customer contact will be provided by the Boroughs in order to meet their own customer contact strategies.
- 2.5.4 The Contractor shall provide a set of APIs that shall support all the Service User transactions associated with the Services, and shall be capable of transmitting the required 2-way data. These transactions and the associated API set will be specified and agreed with the Authorised Officer and set out within **Schedule 4** (Services Delivery Plan).
- 2.5.5 Where the Contractor is managing the complete end-to-end customer relationship, and in any event where Service Users are dealt with directly, appropriate customer contact metadata must be returned to the Boroughs where required, preferably to the CRM, GIS or related back-office system. Initial Service User contact must be via the Boroughs' online customer interface, and the Contractor's system must interface with the Boroughs' website. This is to ensure customer contact and communications remains aligned to other types of customer contact managed by the Boroughs.
- 2.5.6 Where Service Users are undertaking transactions through any online customer contact interface provided by the Contractor, such interface must be branded to each individual Borough's requirements in accordance with **Schedule 16** (Communications Strategy) and as agreed with the Authorised Officer. The interface must be implemented with a 'responsive design' that adapts to support access from any device format, including, but not limited to tablets and smartphones.
- 2.5.7 All Service User accessible online systems shall provide single-sign on authentication with each Borough's systems to ensure a seamless customer journey. For example, customers authenticating to a Borough's CRM/'My Account' service will not need to re-authenticate in

order to access, update or process requests, information or customer data relating to the Services provided by the Contractor and their related front or back-end systems.

- 2.5.8 The Contractor shall provide real-time status information on service activities which shall be made available to the Boroughs through the API set. The activities for which real-time information is required will be specified and agreed with the Authorised Officer and set out within the Services Delivery Plan. The Services Delivery Plan will also specify the maximum acceptable time lag between the activity being carried out and the information being available to the Boroughs through the API set.
- 2.5.9 Where the Services provided by the Contractor require the use of master data sets owned and maintained by the Boroughs, such as LLPG and LSG, the Contractor will set out in their Services Delivery Plan which data sets are required and agree with the Authorised Officer how each data set will be provided to the Contractor and on what frequency.
- 2.5.10 Where control of a master data set is transferred to the Contractor as part of the Services, the Contractor shall maintain the data integrity of the master set and ensure that regular updates of the data set are returned to the Boroughs. The master data sets must be described in a document (the Master Data List) which provides a list for each Borough of such master data sets, how these were extracted, and the frequency of update required. Such data sets, and the mechanism, frequency and formats for data transfer, will be agreed with Authorised Officer and will be specified in the Services Delivery Plan or the ICT Implementation Plan.
- 2.5.11 The Contractor shall act in accordance with the with **Schedule 16** (Communications Strategy) to ensure that (where applicable) Boroughs sign-off on the communications which are sent to Service Users.
- 2.5.12 The Contractor shall record any complaints, compliments or other feedback received from members of the public relating to work required, in progress or completed, as set out more fully within **Schedule 15** (Service User Procedure) in electronic format. The Contractor shall provide the Boroughs with access to this information via direct access to the Contractor's recording system, or through the API set.
- 2.5.13 The Contractor's system must be capable of providing the information required by the Boroughs, as set out within **Schedule 6** (Reporting Requirements); the system must use a suitable reporting mechanism to provide meaningful reports, and must provide the information in a suitable format to enable Boroughs to monitor the Contractor's performance.

- 2.5.14 Borough staff shall have access to the Contractor's system; such access shall include the ability to create custom reports. The Contractor shall provide the Boroughs' staff with training, as required, on how to create such reports; such training shall be provided at no additional cost to the Boroughs.
- 2.5.15 The Contractor shall create a number of custom reports as required for the management of the Contract, in accordance with **Schedule 6 (Reporting Requirements)** and set out within the Services Delivery Plan. The Contractor shall ensure that Boroughs are able to extract information and reports from the Contractor's system in standard formats, at a minimum, .csv.
- 2.5.16 The Contractor shall be responsible for any and all ICT costs incurred by the Boroughs and Contractor in the event that the Contractor should relocate its offices, data centre or any other related infrastructure.
- 2.5.17 The software shall be capable of providing an extract of all data relevant to the operation of the Services upon expiry or termination of the Contract, for transfer to an alternative system or service provider. This will include information relating to works carried out for the twenty-four (24) Month period prior to the date of expiry or termination of the Contract for historical and reporting purposes. In addition, the Contractor shall provide the Boroughs (and any alternative system or service provider) with access to the Contractor's software for a period of one (1) year from the date of expiry or termination of the Contract (or as otherwise agreed between the Parties), to enable the completion of works carried out close to the end of the Contract Period, as well as for the production of final ad-hoc or routine reporting.
- 2.5.18 Upon expiry or termination of the Contract the Contractor will, in agreement with the relevant Borough, return the data to the Council securely and in such a format and such media as the Council may require in accordance with the Contract.
- 2.5.19 The Contractor shall conform to Boroughs' minimum standard requirements for ICT.
- 2.5.20 The Contractor shall ensure that the ICT systems used in the provision of the Services shall operate sufficient controls in order to ensure the security and integrity of the data being managed on the Boroughs' behalf. This should include but not be limited to:
- (a) the creation and deletion of users (i.e. the 'user lifecycle');
  - (b) enforced password management and adequate password controls; and

(c) regular data back-ups and tested restore processes.

2.5.21 If the Contractor, their staff or any third party requires access to the Boroughs' networks and data, they must agree to and comply with the Boroughs' third party access policies.

2.5.22 Where the Contractor takes payments from Service Users, the Contractor must be fully compliant with 'Payment Card Industry Data Security Standards' (as updated, developed or amended from time to time), and in addition, in the case of direct debit payments, must operate in accordance with most recent direct debit guarantee scheme regulations (as updated, developed or amended from time to time).

2.5.23 The Contractor shall provide a service that meets the data standards under the [Models, Taxonomies, APIs and Data](#) defined by the [Department for Communities and Local Government Local Waste Service Standards Project](#), by the relevant Services Commencement Date, or a later date if agreed with the Authorised Officer. The Contractor shall set out a plan for how and when it could meet this requirement, and shall detail any extra costs that would be required to fully implement this standard, as part of its Services Delivery Plan.

2.5.24 The Contractor shall give all Boroughs a minimum of six (6) weeks' advanced notice in writing of any planned changes, or downtime that may affect any part of the Services more fully described in paragraphs 2.5.4, 2.5.7 and 2.5.8 of this Specification. In the event that such advanced notice is not possible, then the planned changes and/or downtime may only take place with the prior written approval of the Authorised Officer.

2.5.25 In the event of any planned changes and/or downtime taking place (pursuant to paragraph 2.5.24), then the Contractor shall ensure that:

(a) all system changes shall be evaluated prior to being applied to the live environment/system, and all patches shall be tested prior to installation in the test environment;

(b) a log shall be kept of any changes made to the system indicating what the change is, the data impact and the length of any downtime; and

(c) a best practice process for change management shall be followed, and any change advisory group shall have a minimum of one representative from each Borough as part of the approval group for all changes.

2.5.26 The Contractor shall supply a technical support function accessible by Borough ICT support teams to report system downtime relating to API connections or data transfers, or major functionality that is unavailable due to unavailability of the Contractor's or their third parties' systems. This support function will provide telephone access to appropriate technical and decision-making staff supporting the Contractor's or their third parties' systems. The Contractor shall provide an out-of-hours support function and shall outline the level of support available outside of core operating hours.

2.5.27 The Contractor shall adhere to the agreed ICT Implementation Plan and Design Completion Longstop Dates for each Borough.

2.5.28 The Contractor shall adhere to an agreed Business Continuity Plan and system disaster recovery plans.

### **3 GENERAL OBLIGATIONS**

- 3.1 The General Obligations (set out in paragraph 3.3 below) apply across the full scope of the Services and the Service Categories.
- 3.2 There will be no distinct payment for the provision of the General Obligations; the Contractor is required to absorb the cost of meeting the General Obligations within the provision of the Services.
- 3.3 The Contractor shall:
- 3.3.1 Ensure that all Services are mobilised in accordance with the Mobilisation Plan;
  - 3.3.2 Maintain and, where necessary, acquire the appropriate equipment required for each Service Category in order to provide the Services;
  - 3.3.3 Ensure that all vehicles, plant and equipment are liveried in line with the agreed standards set out in **Schedule 16** (Communications Strategy) and are in a presentable condition at all times;
  - 3.3.4 Ensure that all Staff, whether directly employed or sub-contracted, are appropriately trained for their roles and tasks (and such training to be up to date at all times) and that Staff translate this training into competent service provision;
  - 3.3.5 Ensure that all Sites are Open by the Allocated Opening Time, and closed by the time specified in Appendix CG2 and CG3, maintaining the existing level of security (or complying with any arrangements as agreed with the Authorised Officer from time to time);
  - 3.3.6 Ensure that all locks and hinges are in good condition and that the mechanisms are freely moving at all times and shall report any damage to the Authorised Officer;
  - 3.3.7 Regularly inspect all Contract Locations and promptly and proactively deal with any issues within the scope of the Services. Where beyond the scope of the Services the Contractor shall report the fault or issue to the Authorised Officer without delay.
  - 3.3.8 Enforce parks bye-laws where appropriate;



- 3.3.9 Regularly inspect all assets within the Sites as set out within **Schedule 4** (Services Delivery Plan) and at Appendix H1 and H2, and report where action is necessary, to ensure that all such assets are operational and safe to use at all times in accordance with **Schedule 6** (Reporting Requirements).
- 3.3.10 Repair and maintain all assets within Sites including, bollards, bins, benches, BBQ bins, notice boards, signs, playground equipment, goal posts, sports equipment, fences, gates, locks (ensuring all keyholders are issued with a replacement key as required), walls, stonework, paving, paths, roadways and lighting.
- 3.3.11 The Contractor shall actively participate in regular site inspections and liaison meetings with the Boroughs, and address issues raised in compliance with the applicable rectification period agreed with the Authorised Officer and in accordance with **Schedule 6** (Reporting Requirements).
- 3.3.12 The Contractor shall work with the Boroughs to make recommendations on fees and charges for all sports, play, and leisure facilities. The Contractor will advise on price and promotional activities to increase participation.
- 3.3.13 The Contractor shall provide the Guaranteed Income Payment in accordance with paragraph 13 of **Schedule 5** (Payment Mechanism). Additional income shall be shared with the Boroughs in accordance with paragraph 14 of **Schedule 5** (Payment Mechanism).
- 3.3.14 Manage and maintain lighting attached to sports facilities, depots, and pavilions. Minimise the use of pesticides and herbicides wherever possible;
- 3.3.15 Deliver the Services in a resource efficient manner in line with Sutton's One Planet approach;
- 3.3.16 Contribute to the Borough's open space policies contained at Appendix RSS4 and RSS5 as requested by the Authorised Officer;
- 3.3.17 Deploy technology that supports the service delivery and reporting as set out within **Schedule 4** (Services Delivery Plan);
- 3.3.18 Assist Merton and Sutton in responding to emergency response and extreme weather conditions (or practice drills) in line with the Boroughs' respective Emergency Response

Plans;

3.3.19 Provide an emergency response service when required by the Authority. The Contractor is not required to have staff on-call except for tree emergencies, where an on-call arrangement is specified. In the event of an emergency, The Contractor is expected to redeploy staff during normal working hours as requested by the Authorised Officer and at no additional cost to the Boroughs.

3.3.20 Assist in making areas safe following emergency events;

3.3.21 Forward on any filming requests received to the Authorised Officer;

3.3.22 Comply at all times with the following safety requirements:

- (a) Maintain safe playgrounds, parks, water courses, buildings and other assets;
- (b) Carry out risk assessments for any relevant task;
- (c) Carry out tasks in a safe manner in line with the relevant risk assessment;
- (d) Rectify any health and safety failure to the Authorised Officer's reasonable satisfaction, and;
- (e) Address (to the Council's reasonable satisfaction) any of the issues highlighted in any health and safety audit.

## **4 SPECIFIC SERVICE OUTPUT-BASED REQUIREMENTS**

### **4.1 Introduction to Service Specific Category Requirements**

- 4.1.1 Paragraphs 5 to 13 (inclusive) describe the high level service elements and minimum expectations for each of the Service Categories. The requirements for each Service Category are in addition to the General Obligations.

## **5 SERVICE CATEGORY A: HORTICULTURAL SERVICES**

### **5.1 Introduction**

5.1.1 This Service Category covers some of the most visible and defining aspects of the Sites and the Contractor shall achieve the quality standard that the Council expects as set out in Appendix H4 and Appendix H24 and in accordance with Good Industry Practice as set out at Appendix H3. There are two categories of site maintenance, High Quality and Standard Quality, which are shown in Appendix H1 for Sutton and Appendix H2 for sites for Merton.

### **5.2 Requirements**

5.2.1 The Contractor is required at all Sites (as applicable) to provide and maintain all plants, shrubs and grassed areas. Planting is to be carried out seasonally as appropriate, and all plant material including shrubs, roses, perennials, bulbs, and corms; shall be supplied in accordance with the relevant British Standards, and shall be pest and disease free.

5.2.2 The Contractor shall adopt a policy of minimal use of herbicides. Herbicides should only be applied under exceptional circumstances where manual weed control is impractical, and only after the consent of the Authorised Officer has been given.

5.2.3 Grass areas, as outlined in Appendix H1 for Sutton and Appendix H2 for Merton, should be cut in accordance with the measurement and frequency standards set out in Appendix H4.

5.2.4 The Contractor shall adhere to Green Flag principles when maintaining the following sites:

(a) Sutton: Cheam Park, Oaks Park, The Grove, Manor Park, Beddington Park and The Grange;

(b) Merton: Colliers Wood Rec, Dundonald Rec, John Innes Park, Sir Joseph Hood Memorial Playing Fields, and South Park Gardens.

5.2.5 The Contractor shall draw up Green Flag management plans as requested to do so by the Authorised Officer, and in consultation with Organised Groups.

5.2.6 The Contractor shall plant and maintain formal gardens and garden features contained within all parks, to existing character and specification, and in accordance with the relevant Good Industry Practice set out in Appendix H3.

### 5.3 **Pests**

5.3.1 The Contractor shall maintain an environment predominantly free of pests (such as rats and mice).

### 5.4 **Horticultural Pests, Diseases, and Invasive Species**

5.4.1 The Contractor shall manage and control all horticultural pests, diseases, and invasive species, including but not limited to; mildew, aphids, blackspot and Japanese knotweed.

5.4.2 The Contractor shall maintain all plants and young trees in a healthy condition, free from pests and diseases by recognised cultural methods. In the case of an outbreak of canker or any disease, this shall be reported to the Authorised Officer within 48 hours.

5.4.3 The Contractor shall identify, manage and treat Japanese knotweed and invasive species on Sites, in accordance with the Invasive Species Management Plan as set out within **Schedule 4** (Services Delivery Plan).

5.4.4 The Contractor shall maintain records of all known infestations and the control treatment carried out and report this monthly to the Authorised Officer.

5.4.5 For the avoidance of doubt, the Contractor shall not be liable for damage caused to neighbouring properties as a result of invasive species infestation, unless such infestations are proven to be as a result of the Contractor's mismanagement or failure to address problems arising from a known infestation.

### 5.5 **New Horticultural Features**

5.5.1 The Contractor shall develop and create horticultural features (such as new flower beds) on an ad hoc basis, as required by the Authorised Officer from time to time. The cost of providing the new features will be paid for by the client, including the cost of plants and materials. The cost of labour will only be paid for if additional labour is required and work cannot be completed within existing resources. For the avoidance of the doubt, the parties shall agree any additional associated cost before new horticultural features are commissioned.

5.5.2 The Contractor shall maintain additional features within the core payment without additional payment.

## **5.6 Grass Cutting**

- 5.6.1 Highways and open space grass cutting shall be carried out in accordance with the table set out in Appendix H4 and shall adhere to the Good Industry Practice as described in Appendix H3 and the joint Merton and Sutton standards set out in Appendix H24.
- 5.6.2 The Contractor shall ensure that all machinery used for mowing is kept sharp and properly set to cut the sward cleanly and evenly to the specified cutting height.
- 5.6.3 The Contractor shall ensure mowing teams are coordinated so that when grass mowing commences on a site, main areas and back up mowing shall be completed promptly and within 24 hours. This shall include all grass cutting tasks including strimming along the base of walls, fences, around obstructions and clearance of arisings.
- 5.6.4 On larger sites where the whole area cannot be completed within a day, the Contractor shall complete all mowing within any part of the site before moving onto the remaining parts of the site.
- 5.6.5 Upon completion of grass mowing at a site, no arisings shall remain on footways, roads or hard-surfaced areas.
- 5.6.6 All grassed banks should be treated as rough cut set out in Appendix H4.
- 5.6.7 The Contractor shall exercise caution when strimming around trees, shrubs and any other obstacle or plant material. All grass arisings from the cutting or strimming operations shall be returned to the grass sward.
- 5.6.8 The Contractor shall report to the Authorised Officer incidents of broken or damaged furniture, fences or similar which prevent the completion of the mowing operation.
- 5.6.9 Prior to each mowing operation, the Contractor shall clear all stones, litter, molehills and other deleterious material and arrange for suitable disposal of any inorganic or dangerous materials.
- 5.6.10 The Contractor shall allow for the cutting off of all seed heads of grasses and weeds during each cut.
- 5.6.11 The Contractor shall maintain the grass edges of beds, hedge bases, hard surfaces and channels to their original and defined shape and dimensions. Once every year bed edges, tree

pits and hedge bases shall be cut vertically to a depth of 100mm in relation to the surrounding surface, using a half-moon edging tool or an approved machine, retaining the original shape and dimensions.

5.6.12 The Contractor shall maintain grass areas in which flowering bulbs have been planted or have become naturalised and shall not cut these back until at least 6 weeks after flowering, at which time the Contractor shall remove the bulb foliage in order to return the area to the same height as the surrounding grass areas.

5.6.13 The Contractor will not commence mowing operations in drought conditions without first obtaining direction from the Authorised Officer on the height of cut to be used. During period of prolonged dry weather conditions or extreme wet weather where the ground conditions are such that the ground could be damaged or safety compromised, and the Contractor wishes to suspend mowing, the Contractor will seek approval from the Authorised Officer.

#### **5.7 Bulb Planting and Naturalising**

5.7.1 The Authorised Officer may arrange for naturalised bulb planting within grassed areas, whereupon bulbs will be scattered over the area specified. The Contractor shall maintain these new areas as set out in the grass mowing paragraph 5.6

5.7.2 Bulbs will be planted evenly and to the appropriate depth, with the growing point uppermost.

#### **5.8 Hedges**

5.8.1 The Contractor shall maintain hedge bases and keep them substantially free of litter, debris, and undesirable weed species, including but not limited to sycamore.

5.8.2 The width at the top of the hedge shall be slightly less than at the base. Where hedges obstruct roads, paths, or windows, the Contractor will cut back the nuisance growth at each site maintenance visit. The Contractor shall cause minimum disturbance to nesting birds and wildlife in compliance with the Wildlife & Countryside Act 1985.

5.8.3 The Contractor shall make all cuts cleanly and remove any ragged edges using a sharp blade except where flails are used. The Contractor shall cut back the current growth to the point of the previous cut, and the hedge shall be trimmed, pruned back to the same height, width and general shape as that which existed at the completion of the last trim, but shall not exceed the height specified unless instructed by the Authorised Officer. All hedges shall be cut both sides

and top except hedges that abut private land which shall be cut on one side and top.

5.8.4 The Contractor shall remove all suckers, self-set trees or shrubs, brambles and ivy which are not part of the hedge, by grubbing out, or cutting back to ground level and treating with stump killer.

5.8.5 The Contractor shall leave grass edges adjacent to hedges neat, vertical, tidy and weed free at the time of cutting. The Contractor shall ensure sight lines remain unobstructed including encroachment onto pathways, windows and handrails.

### 5.9 **Ornamental and Formal Hedges within Parks and Open Spaces**

5.9.1 The Contractor shall maintain hedge bases and keep them substantially free of litter, debris, and undesirable weed species, including but not limited to sycamore. Hedge trimming will be carried out at a sufficient frequency to maintain the character and formal appearance of the hedge. For example boundary hedges of privet will require more frequent trimming than yew or beech and box edging hedges around formal beds will need to be regularly trimmed to maintain their sharp edges and size.

5.9.2 The width at the top of the hedge shall be slightly less than at the base. Where hedges obstruct roads, paths, or windows, the Contractor will cut back the nuisance growth as required between main hedge trimming operations. The Contractor shall comply with the requirements of the Wildlife & Countryside Act 1985 in respect of the timings of its cutting operations and nesting birds.

5.9.3 The Contractor shall make all cuts cleanly and remove any ragged edges using a sharp tool. The Contractor shall cut back the current growth to the point of the previous cut, and the hedge shall be trimmed, pruned back to the same height, width and general shape as that which existed at the completion of the last trim, but shall not exceed the height specified unless instructed by the Authorised Officer. All hedges shall be cut both sides and top except hedges that abut private land which shall be cut on the authority's side and top.

5.9.4 The Contractor shall remove all suckers, self-set trees or shrubs, brambles and ivy which are not part of the character of the hedge, by grubbing out, or cutting back to ground level and treating with an approved stump killer.

5.9.5 The Contractor shall leave grass edges adjacent to hedges neat, vertical, tidy and weed free at the time of cutting. The Contractor shall ensure sight lines remain unobstructed including



encroachment onto pathways, windows and handrails and similar infrastructure.

#### **5.10 Field hedges**

5.10.1 The Contractor shall maintain hedge bases and keep them substantially free of litter, debris, and where appropriate undesirable weed species. Hedge trimming will be carried out at a sufficient frequency to maintain the informal character, size and shape of the hedge and to ensure that adjacent roads and footways are not obstructed and that sight lines are maintained on highway locations.

5.10.2 The width at the top of the hedge shall be slightly less than at the base. Where hedges cause obstruction of roads and paths, the Contractor will cut back the nuisance growth as required between main hedge trimming operations. The Contractor shall comply with the requirements of the Wildlife & Countryside Act 1985 in respect of the timings of its cutting operations and nesting birds.

5.10.3 The Contractor shall trim using hand saws, mechanical trimmers, chain saws or tractor mounted flails as appropriate to the location and the finish required. The Contractor shall cut back the current growth to the point of the previous cut, and the hedge shall be trimmed, pruned back to the same height, width and general shape as that which existed at the completion of the last trim, but shall not exceed the height specified unless instructed by the Authorised Officer. All hedges shall be cut both sides and where required the top, except hedges that abut private land which shall be cut on the authority's side and top.

5.10.4 The Contractor shall remove all suckers, self-set trees or shrubs, brambles and ivy which are not part of the character of the hedge, by grubbing out, or cutting back to ground level and treating with an approved stump killer.

5.10.5 The Contractor shall ensure sight lines remain unobstructed including encroachment onto roads and pathways.

#### **5.11 Herbaceous Borders**

5.11.1 Herbaceous and perennial plants are to be maintained to existing character and specification and in accordance with good horticultural practice as set out at Appendix H3.

5.11.2 The Contractor shall maintain all herbaceous planting free of weeds by appropriate cultivation throughout the year using non-chemical methods, without damaging plants or surrounding

grass edges. All dead plants should be removed.

- 5.11.3 Beds should have a clean, vertical edge between 75mm-100mm high. When this is being maintained, this must follow the original lines and not increase the size of the bed. Where beds have timber edging this shall be maintained and replaced as necessary.
- 5.11.4 Where herbaceous and perennial plants are grown in planters, they should be irrigated as necessary to ensure the health of the plants.
- 5.11.5 Plants shall be divided in the appropriate season to maintain vigour. The number of divisions, number to be replanted, location of replanting and any to be discarded will be decided by suitably knowledgeable and trained staff.
- 5.11.6 Staking shall be sufficient to support the plants seasonal growth, any tying in or additional staking to be carried out as required. Stakes should be chosen that blend into the background and do not detract from the display.
- 5.11.7 The Contractor shall commence staking in May of each year and continue throughout the summer, tying being carried out as often as necessary to provide support to new growths.
- 5.11.8 The Contractor shall cut back and remove dead heads from herbaceous plants throughout the year. During October/ November of each year, when the current season's growth has finished, all plants, with the exception of evergreen species and hollow stemmed species, shall be cut down to just above ground level. All stakes, canes and twigs shall be removed and the ground shall be lightly forked over.
- 5.11.9 In order to allow insects to overwinter, hollow stemmed species shall not be cut back in the manner described in paragraph 5.11.8 until March.
- 5.11.10 The Contractor shall inspect, repair, and replace all wires, trellises or similar supports. All replacements will be at the Contractor's expense. All stakes shall be sound and sufficiently inserted to prevent lateral movement.
- 5.11.11 Herbaceous borders shall be mulched with an approved source of well-rotted manure, annually, to a depth of 75mm, following autumn clearance. Care should be taken not to exceed this depth to avoid damage to plants.

## 5.12 Highways Verges

5.12.1 Highways horticulture, including grass mowing, shrub maintenance and hedge trimming, shall be carried out to the standards set out in Appendix H4. Planting and maintenance of highways roundabouts, troughs, and planters shall be carried out to the existing character. Although the Lot 1 Contractor has general responsibility for litter removal on the public highway, the Contractor shall remove litter from grass verges before mowing and from hedge bases and shrub beds on each maintenance visit.

5.12.2 The work will be carried out as specified in Appendix H4 during the growing season. The Contractor shall also cover sight line areas created where highways meet and various areas found in the built environment or at junctions of roads. The aim is to cut back larger areas on sight lines to allow good visibility in either direction. Sight lines should be cut as specified under the highways information contained in Appendix H4. For hedges, new growth should be cut back to last season's growing point.

5.12.3 Where highway signs and street furniture are positioned within the area of cut, the Contractor should ensure that the growth around these obstacles, including branches, is cut back at the same time.

### 5.13 **Annual Bedding**

5.13.1 Annual bedding displays include planting in open ground and planters. Displays may include a mix of annuals, biennials, tender perennials and bulbs. There may be times when specific designs are required to reflect high profile events.

5.13.2 The Contractor shall supply plant material in accordance with the relevant British Standards. The plants should be grown using the highest horticultural standards, free from pests, weeds and diseases, with a healthy well developed root system. Plants should be supplied of uniform size, floriferous and/or of good foliage colour and be hardened off sufficiently that they will be easily acclimatised to their planting conditions. The plants should be supplied in weed free compost.

5.13.3 The Contractor shall plant summer bedding to ensure existing bulbs are not damaged or disturbed.

5.13.4 The Contractor shall produce designs for the displays in collaboration with the Authorised Officer if requested, and agree designs well in advance of ordering the plants. The plants selected shall be complimentary in colour, size and texture and include interesting varieties. The use of dot plants and edging plants will be included to add height and further interest.

The displays shall be tailored to the specific park, taking into account whether a formal, traditional or contemporary scheme is most appropriate. Planting shall be chosen to maximise the impact of the display and the length of the display season. Winter/spring displays shall include flowering bulbs to extend the season of display.

5.13.5 The Contractor shall prepare for and plant bedding displays twice a year, for summer and winter/spring displays. The beds shall be dug over, graded to enhance the display and have suitable fertiliser and organic material incorporated. When planting in planters or containers, the soil will be topped up to within not less than 50mm of the rim of the container.

5.13.6 The Contractor shall keep displays free from weeds, debris, leaves and litter. The Contractor shall irrigate the display beds and containers to establish and maintain healthy robust growth throughout the season.

5.13.7 The Contractor shall dead-head displays to prolong flowering and maintain a good appearance. Beds shall be maintained with a clean, vertical edge where adjoining grass and paths. Grass edges shall be clipped regularly with shears.

#### **5.14 Floral Displays (Hanging Baskets, Barrier Baskets, Floor Planters and Flower Towers)**

5.14.1 The Contractor shall ensure that planters are well established before placing on site, and shall ensure that displays do not block road signage or sightlines at crossing points.

5.14.2 The Contractor shall manage and plant existing hanging baskets, floral displays and bulbs at existing locations as agreed by the Authorised Officer. Summer displays shall be provided from June to September in each year. All year round displays should be provided from June to the following May in each year.

5.14.3 The Contractor shall maintain planters and containers, watering as necessary to ensure establishment and continuity of flower and plant growth.

5.14.4 Installation will involve the supply and incorporation of an approved organic compost and mulch (quantities will vary in accordance with planter/container size), water granules and crystals, and an approved organic fertiliser. A liquid feed will be applied on a weekly basis.

5.14.5 The Contractor shall be responsible for checking that all brackets are secure prior to installing displays. Displays shall be kept free of weeds, litter, and kept watered, fed, and maintained in line with good horticultural practice. Dead displays shall be replaced within 7 working days of

identification.

5.14.6 For the avoidance of doubt hanging baskets and planters shall be subject to a separate payment according to a Schedule of Rates and shall not be included within Core Horticultural Services Payment.

#### **5.15 Rose and Shrub Beds**

5.15.1 The rose and shrub beds information is contained within Appendices H7 and H19 for Merton and Appendices H1, H13 and H20 for Sutton for highways.

5.15.2 The Contractor shall ensure that all rose and shrub beds are maintained in an attractive condition, and free from weeds, fallen leaves, dead or dying plant material, litter and debris.

5.15.3 The Contractor shall ensure that all roses are healthy, vigorous, pest and disease free.

5.15.4 Roses shall not be permitted to encroach over footpaths and roads and those growing near windows or doors of buildings shall be maintained at window sill height so that no interference is caused to light, view, access or operation of the window/door.

5.15.5 Rose beds shall be mulched with an approved source of well-rotted manure, annually, to a depth of 75 mm, following late November pruning. All types of roses shall be pruned in November in accordance with good horticultural practice and suckers shall be removed at the junction with the root whenever they appear.

5.15.6 Climbing and rambling roses shall be tied in when the growth of the rose makes it necessary or, when damage has occurred. Any wires, trellises or similar supports shall be inspected and repaired/replaced as necessary. All replacements will be at the Contractor's expense. All stakes shall be sound and sufficiently inserted to prevent lateral movement. Rose beds shall be inspected in October of each year and the Authorised Officer shall be notified, of the presence of dead, diseased, or damaged plants that the Contractor shall replace with the same species or variety.

#### **5.16 Shrubs and Climbing plants**

5.16.1 Shrub beds shall be maintained to the frequency as set out in Appendix H4. All maintenance tasks should be carried out on each occasion including removing weeds, litter, pruning at the appropriate season, tying in, and dead heading. Shrub beds shall be inspected in October of

each year and the Authorised Officer shall be notified, of the presence of dead, diseased, or damaged plants that the Contractor shall replace with the same species or variety.

5.16.2 Shrubs and climbing plants shall not encroach over footpaths, roadways, sight lines, notice boards, signs, furniture and grass areas and those growing near windows of buildings shall be maintained at window sill height unless otherwise instructed. Pruning will take place in accordance with sound horticultural practice as described in the Royal Horticultural Society reference manual listed in Appendix H3.

5.16.3 The Contractor shall remove any self-set tree or shrub including roots. Where the roots cannot be removed, stump killer shall be applied to the stump.

5.16.4 Bark or other suitable recycled mulch approved by the Authorised officer shall be spread evenly over the entire bed to a finished depth of 75mm. The mulch shall be free of metal, plastic, uncomposted paper or paperboard. Mulching material covering or adhering to the shrubs shall be removed from the plants. Care should be taken to avoid damage to plants in this process.

5.16.5 Any wires, trellises or similar supports shall be inspected and repaired/replaced as necessary. All replacements will be at the Contractor's expense. All stakes shall be sound and sufficiently inserted to prevent lateral movement.

#### **5.17 Spring Flowering Meadows**

5.17.1 The Contractor shall maintain and manage spring flowering meadows, and shall carry out a mid or late summer cut to 100mm after plants have set seed.

5.17.2 Arisings must be removed from site no less than three and no more than seven days after cutting, either as hay or forage material.

5.17.3 The Contractor shall then cut to 50mm on a monthly basis for a further three cuts thereafter, and the arisings may be left on the site.

5.17.4 No pesticides or weed killers shall be used unless specifically agreed by the Authorised Officer.

#### **5.18 Summer Flowering Meadows**

5.18.1 The Contractor shall maintain and manage summer flowering meadows, and shall carry out an April cut to 100 mm and again in October cut to 100mm after plants have set seed.

5.18.2 Arisings must be removed from site immediately after the April cut and no less than three and no more than seven days after cutting, either as hay or forage material, on the October cut.

5.18.3 No pesticides or weed killers shall be used unless specifically agreed by the Authorised Officer.

5.18.4 The Authorised Officer shall discuss with the Contractor alteration to the time of the meadow cutting depending on seasonal variations.

#### **5.19 Green Roofs**

5.19.1 The Contractor shall inspect the roofs at least quarterly and identify issues that need to be addressed.

5.19.2 The Contractor shall remove, dead and diseased plants, weeds, debris and litter from the planted roof, including self-sown tree seedlings, by carefully pulling out the entire plant including the root, taking care not to damage the roof or adjacent planting. Where for any reason weeds cannot be removed by manual weeding, appropriate herbicide shall be applied to control weeds.

5.19.3 In October each year the Contractor shall supply and plant suitable replacement plants to fill any gaps and to maintain a dense carpet of planting.

#### **5.20 Additional Sites (London Borough of Sutton only)**

5.20.1 The Contractor shall maintain Sutton's Additional Sites (as set out at Appendix H1) to the method and standard of works for Horticultural Services as set out within paragraph 5 of this Specification.

5.20.2 The Contractor shall be paid for works carried out at Sutton's Additional Sites in accordance with the Schedule of Rates.

#### **5.21 Green Wall (London Borough of Sutton only)**

5.21.1 The Contractor shall maintain Sutton's Green Wall feature as set out in Appendix H17(Sutton

Green Wall Maintenance Requirements). No additional payment shall be made to the Contractor for these works.

## **5.22 Pictorial Meadows**

5.22.1 The Contractor shall manage areas designated as an annual meadow in accordance with the following maintenance requirements.

5.22.2 The Authorised Officer will advise whether the existing location of the meadow is to be used again or if the meadow is to be relocated. Where it is to be relocated, the Contractor shall remove all remaining vegetation, prepare the area for seeding and sow a suitable amenity grass mix onto the former meadow to return it to grass. The area shall be irrigated as required to ensure germination and establishment.

5.22.3 Where the meadow is to be resown in the existing location, following cutting back of any remaining vegetation, the Contractor shall spray off any re-growth of pernicious or invasive weeds with a suitable herbicide.

5.22.4 During February to early March the area shall be cultivated, in suitably dry weather and ground conditions, to a depth of 150mm, all stones, clay balls which have dimensions greater than 25mm and other debris within 75mm of the surface are to be removed off site.

5.22.5 Machine cultivation methods shall not be used within the branch spread or root zone of any trees.

5.22.6 All subsequent weed growth must be sprayed off with a suitable herbicide in adequate time before sowing to kill off any emerging weeds.

5.22.7 The Contractor will supply the pictorial meadow seed of a type approved by the Authorised Officer, which is to be sown at the rate specified. Prior to sowing the topsoil to a depth of 50mm must be broken down by raking to produce a good seedbed.

5.22.8 The seed is to be sown in two directions at right angles to each other. It is recommended that a carrier such as sand is used and that through mixing takes place often during the operation. Seed can be sown broadcast or in evenly spaced drills up to 300mm apart. Seed sowing should normally occur during mid April.

5.22.9 The ground is to be lightly raked immediately after sowing and watered with a fine spray to



prevent panning and run off.

5.22.10 Following maintenance, the sown areas shall be kept irrigated as often as required to ensure germination and establishment in accordance with good horticultural practice. The area is to be kept free of litter, picking from the edge of the bed or treading with care after the plants have established.

### **5.23 Sacrificial Crop Area for Wild Birds (London Borough of Sutton only)**

5.23.1 The London Borough of Sutton requires the maintenance of a sacrificial crop to provide winter bird food at Beddington Park in line with its Higher Level Stewardship agreement with Natural England.

5.23.2 The Sacrificial crop area is near Carew Manor in Beddington Park on the location shown within the map (TQ298653). The area is 0.5 ha.

5.23.3 The seed mix shall be sown at a rate of 43 kg/ha and the mix shall contain the following: spring triticale (15kg), mixed millet (12kg), spring wheat (10kg), quinoa (5kg), buckwheat (1kg), gold of pleasure (1kg), phacelia (0.5kg).

5.23.4 The wild bird seed mix sacrifice plot (0.5ha) shall be re-sowed each year.

5.23.5 The area where the plot is located contains 2 footpaths which need to be retained.

5.23.6 The schedule of works is as follows:

- (a) Spray off existing weeds (hogweed, docks, nettles etc.) with contact herbicide, i.e. glyphosate; the type of herbicide shall be as agreed with the Authorised Officer;
- (b) Provide warning signs for parks users when herbicide is applied;
- (c) Create fine tilth in preparation for sowing before 1 April each year;
- (d) Drill in seeds in 35cm rows;
- (e) Allow for additional herbicide treatment if hogweed persist after sowing with selective herbicide containing Metsulfuron Methyl or similar approved by the Authorised Officer;

(f) Remove plant cover, cultivate and re-sow crop after 15 March annually.

(g) Provide a method statement for above works, including pesticide licences

5.23.7 The wild bird seed mix plot is to be re-established by 1 May each year at Beddington Park.

#### 5.24 Allotment Maintenance and Management

5.24.1 The Contractor shall carry out cutting of pathways and hedges, mowing and maintenance at all allotment sites (not including allotment plots). The details of allotment sites for Merton and Sutton are supplied in Appendices H1, H8 and H20 for Sutton and Appendix H2 and H7 for Merton.

5.24.2 The Contractor shall manage the administration of relevant allotment tenancies, including inspection and non-cultivation notices, notices to quit, supply and issue of keys, processing tenancy agreements, and dispute resolution. The Contractor shall collect a key rental deposit in respect of new allotment tenancies, and shall reimburse this deposit to each tenant upon surrender of the relevant allotment site.

5.24.3 The Contractor shall invoice allotment tenants on an annual basis, and collect rent acting as agent on behalf of the Boroughs. The Contractor shall pay all monies received in respect of rent allotment tenancies for each Borough, and shall make an annual payment to each Borough for the amount of allotment rent received, net of any key rental deposit payments in respect of paragraph 5.24.2. Such payment shall be made in April each year to cover the period of April – March in the preceding financial year in accordance with paragraph 2.2 of **Schedule 5** (Payment Mechanism). For the avoidance of doubt, this shall be the actual amounts of rent paid by each allotment tenant for the full year tenancy of the allotment, and shall **not** be net of any of the maintenance and administrative costs borne by the Contractor. All such costs are to be included within the core Horticultural Services Payment.

5.24.4 The Contractor shall provide an inventory of allotment tenancies showing the status of rent paid to date as part of the Annual Report.

5.24.5 The Contractor shall take responsibility for management of water at all allotment sites including turning the water off and on to coincide with the growing season and to prevent freezing and burst pipes.

5.24.6 The Contractor shall report leaking pipes, dip tanks and taps to the Authorised Officer.

5.24.7 The Contractor shall minimise use of water by regularly monitoring water consumption and investigating unexpected water use.

5.24.8 The Contractor shall clear waste bays on allotments sites in Merton on a bi-monthly basis.

## 5.25 **War Memorials and Memorial Gardens**

5.25.1 The Contractor shall maintain and clean all war memorials and memorial gardens, as set out at Appendix H1 for Sutton and Appendix CG4 for Merton, to the higher standards set out in Appendix H4, and will ensure that these areas are prepared prior to memorial events throughout the year.

## 5.26 **Payment for Horticultural Services**

5.26.1 The payments to the Contractor in respect of Horticultural Services shall include the following:

- (a) All materials, labour and capital costs;
- (b) All replacement vehicle costs and vehicle maintenance costs; and
- (c) the costs of maintaining and/or replacing any other relevant parks and open space assets (e.g. bins, benches, signs), associated with the Horticultural Services.

5.26.2 The Contractor shall be paid for the Horticultural Services by way of:

- (a) the Core Horticultural Services Payment as set out in paragraph 3.1.1 of **Schedule 5** (Payment Mechanism), and;
- (b) The Ad Hoc Horticultural Services Payment as set out in paragraph 3.1.2 of **Schedule 5** (Payment Mechanism).

## **6 SERVICE CATEGORY B: SPORTS PITCHES SERVICE**

### **6.1 Introduction**

6.1.1 Merton and Sutton have high levels of sports participation, as outlined in Appendices SP1 and SP2. The Contractor shall take a high quality, commercial, flexible approach to achieve the quality results that are expected to achieve increased levels of sports participation.

6.1.2 Details of current sports pitch numbers and locations are contained at Appendices H1 and H2, SP1 and SP2. The areas dedicated to sport and the number of sports pitches may change over the Contract Period and may increase or decrease. The design and/or layout and types of pitches will change with demand and seasonality. Sports provision currently includes a range of traditional and minority sports such as baseball, petanque, hurling, Australian Rules football, lacrosse, archery and croquet. The Contractor shall provide the Sports Pitch Services in accordance with such changes, demand and seasonality; flexibility is key in the provision of the Sports Pitches Service.

6.1.3 The priorities for the Sports Pitch Service are as follows:

- (a) to generate efficiencies in the provision of Sport Pitch Service and maximise the revenue generated by sports pitches (including models for revenue share);
- (b) to promote sport and maximise participation in sport (including the development of a broader range of sports) in Merton and Sutton;
- (c) to facilitate volunteering opportunities to support and boost sports participation.

### **6.2 Requirements**

6.2.1 The Contractor shall flexibly maintain and manage the provision of sports pitches (grassed sports pitches or otherwise) throughout the winter and summer sports seasons, to include timely seasonal renovations and repair, so that all sports pitches are marked out appropriately, and presented clean, safe and ready for use.

6.2.2 The Contractor shall maintain and store all equipment associated with sports facilities.

6.2.3 The Contractor shall be responsible for the repair and maintenance of lighting and floodlighting at sports pitches.

- 6.2.4 The Contractor shall maintain and replace where required sports equipment according to BSEN748:2004 and BS8462:2005, and any subsequent applicable industry standards.
- 6.2.5 The Contractor shall ensure Service User Facilities and relevant associated equipment is ready for service hirers at the time booked. This includes cleaning floors, walls, ceilings, tiled areas and sanitary ware, with approved cleaning materials. Surfaces should be washed down and be in a presentable condition for the hirer.
- 6.2.6 The Contractor shall provide appropriate levels of supervision and support for sports facilities, and equipment during hire periods. Sutton provides its regular sports clubs with a key to their changing rooms at the beginning of the season; casual users collect a key in advance of their booking. Sutton operates a double locking system with one lock opened by the Service User's key and the other by the security team's key.
- 6.2.7 The Contractor should be aware that some teams and individuals attempt to use existing pitches unofficially, without paying. The Contractor is responsible for controlling and stopping this unofficial use, and should report all such instances to the Authorised Officer
- 6.2.8 The Contractor shall support and encourage local clubs and volunteers to input on minor maintenance tasks in relation to sports pitches, bowling greens and any other such sports sites.
- 6.2.9 At Annual Review, the parties shall review the maintenance arrangements for sports facilities, in conjunction with local clubs and volunteers, and shall agree any changes to the base case maintenance costs in the event that a local club undertakes to carry out additional maintenance tasks. The parties may refer to the Change Mechanism tool in such discussions.
- 6.2.10 The Contractor shall administer, promote and manage bookings of sports pitches, sports halls, and private and casual lettings within pavilions, and shall report the number of bookings and payments by site and by sport in accordance with **Schedule 6** (Reporting Requirements). The Contractor shall identify trends and opportunities for sports development for discussion with the Authorised Officer.
- 6.2.11 The Contractor shall provide an online booking system for sports facilities which shall be accessible in real time to the Authorised Officer, and shall interface with the Council's websites.
- 6.2.12 Where the Contractor takes payments from Service Users, the Contractor must be fully

compliant with Payment Card Industry Data Security Standards, and in addition, in the case of Direct Debit payments, must operate in accordance with most recent Direct Debit Scheme regulations.

### **6.3 Volleyball**

6.3.1 The Contractor shall maintain the volleyball courts to provide a level and safe playing surface in accordance with Volleyball England's recommendations for maintaining a Beach Volleyball Facility.

6.3.2 The Contractor will be responsible for pre and post season maintenance, locking and unlocking of the gates and for ensure that the area within the courts fencing is litter free at all times.

6.3.3 The Contractor is required annually before the playing season begins to check the depth of the sand ensuring that it is no less the 400mm and no more than 500mm and top it up necessary.

### **6.4 Tennis**

6.4.1 The Contractor shall keep the tennis court surfaces in a safe and useable condition, free from litter, debris, and moss. The lines on the courts shall be marked at a sufficient frequency so as to ensure the courts are able to be booked and played on by customers.

6.4.2 Equipment (including the holes in which the equipment is placed, and the hole covers when equipment is not in position), is at all times safe and suitable for its purpose, properly maintained and decorated, erected and dismantled at the correct time, and kept in a usable condition at all times during the time it is required.

### **6.5 Football, Rugby and Cricket**

6.5.1 The Contractor shall maintain the grass in accordance with Appendix H4 to ensure the pitch is playable condition and an even sward maintained in a healthy and vigorous condition free from weeds, pests/diseases.

6.5.2 The Contractor shall maintain a flat playing surface maintained with no holes or undulations that are likely to cause injury to players.

6.5.3 The Contractor shall ensure that adequate soil drainage maintained.

- 6.5.4 The Contractor shall carry out post season renovation to worn areas as required.
- 6.5.5 Where required, the Contractor shall carry out verti-draining to all pitches every three years.
- 6.5.6 During the close season, goal posts, rugby posts, crossbars and nets shall be removed for storage and sockets capped, and equipment shall be stored appropriately.
- 6.5.7 On some sports grounds, football and cricket share the same area at the end of the season. In such circumstances, football is to be given priority in April, and cricket is to be given priority in August/September.
- 6.5.8 The Contractor shall maintain pitch markings in accordance with the Football Association (FA) regulations without the use of additives that may prove detrimental to the sward.
- 6.5.9 Goal and rugby posts, crossbars and nets shall be supplied and erected in accordance with FA and Rugby Football League (RFL) regulations and maintained in sound and secure condition at all times during the playing season.
- 6.5.10 For Cricket all maintenance should be carried out in line with English Cricket Board (ECB) guidelines.

## 6.6 **Bowling Greens**

- 6.6.1 The Contractor shall undertake bowling green grass cutting to the standards set out in Appendix H4 and according to the following method and standard:
- (a) The Contractor shall maintain the bowling green banks by mowing and maintain all other landscaped areas as they would the remainder of the park;
  - (b) All grass cutting operations must be undertaken diagonally across the bowling green;
  - (c) Each cut must commence from adjacent corners to alternate the direction of the cut;
  - (d) A flat, uniform and true playing surface is to be maintained;
  - (e) All clippings shall be removed and recycled.
- 6.6.2 The Contractor will carry out drag brushing, scarification, verticutting, top-dressing, spiking,

fertilising, irrigation and over seeding as required in order to produce a high quality surface. In addition the application of moss killer, fungicide, worm killer and weed killer may be required.

6.6.3 The Contractor shall maintain the bowling green channels by removing litter, leaves and detritus throughout the year.

6.6.4 The Contractor shall maintain the bowling green back boards by checking their condition before the season begins and replacing any rotten or damaged boards with new.

**6.7 Payment for Sports Pitches Services**

6.7.1 Payment for the Sports Pitches Services will be made by way of the Sports Pitches Services Payment in accordance with paragraph 4.1 of **Schedule 5** (Payment Mechanism).

**6.8 Income for Sports Pitches Services**

6.8.1 The Contractor shall provide the Sports Pitches and Play and Leisure Facilities Services Guarantee Payment derived (in part) from the Sports Pitches Services in accordance with paragraph 13.1.1 of **Schedule 5** (Payment Mechanism).

6.8.2 Any additional income derived from the Sports Pitches Services shall be shared by way of the Sports Pitches and Play and Leisure Facilities Services Revenue Share in accordance with paragraph 14.1.1 of **Schedule 5** (Payment Mechanism).



## **7 SERVICE CATEGORY C: PLAY AND LEISURE FACILITIES SERVICES**

### **7.1 Introduction**

7.1.1 Play and leisure facilities are popular in Merton and Sutton and provide a high profile representation of Borough services and therefore need to be maintained to a high standard. As an aspect of the Services that is particularly visible and thus has a high degree of local "ownership" within the Boroughs, the Contractor shall take a high quality and professional approach in the delivery of the Play and Leisure Facilities Services in order to achieve the results that are expected by Service Users.

7.1.2 The priorities for the Play and Leisure Facilities Services are as follows:

- (a) to minimise the cost of providing the Play and Leisure Facilities Services to Merton and Sutton; and (where applicable) maximise the revenue generated by Play and Leisure Facilities Services by increasing usage;
- (b) to promote and maximise participation in play and leisure activities (including the development of a broader range of facilities, as agreed with the Authorised Officer from time to time); and
- (c) to facilitate volunteering opportunities to support play and leisure activities.

### **7.2 Requirements**

7.2.1 The Contractor shall be responsible for the management, inspection, cleaning and maintenance of all existing play and leisure facilities detailed in Appendices H1 and H2 including table tennis, playgrounds, skate and wheel parks, outdoor gyms, trim trails, basketball courts, water play facilities, sand pits, crazy golf, mini golf, pitch and putt facilities, and any other facilities agreed between the Parties from time to time.

7.2.2 The Contractor shall manage all bookings for play and leisure facilities, promote their usage, make pricing recommendations, and will share revenue with the Boroughs in accordance with the provisions of **Schedule 5** (Payment Mechanism). The Contractor shall provide an online booking system for play and leisure facilities which shall be accessible in real time to the Authorised Officer, and shall interface with the Council's websites

7.2.3 The Contractor shall be required to:

- (a) Inspect the playgrounds and leisure facilities on a daily basis, including weekends but excluding public holidays, for Sutton, and a minimum of three times per week including weekends for Merton;
- (b) Complete, date and sign the Playground Report Sheet upon each the inspection and provide these to the Authorised Officer as part of the weekly and monthly electronic report. Upon request the Contractor will provide the information on the day of inspection for specific sites;
- (c) Rectify any issues identified at the time of inspection such that areas are safe, in accordance with the rectification period for playground equipment as set out within **Schedule 4** (Services Delivery Plan);
- (d) Litter pick and remove broken glass and any other items in the playground enclosure; hazardous items including sharps and broken glass shall be removed as soon as possible, and no later than 24 hours, after being reported.
- (e) Maintain rubberised and other impact absorbent safety surfaces in a clean and tidy condition, free from moss, weeds, leaves, debris, glass and dog fouling;
- (f) Remove graffiti from any surfaces;
- (g) Remove soil, leaves, moss, weeds, faeces and general debris from the surface of equipment;
- (h) Temporarily take out of public use any items that cannot be immediately repaired and post an advisory notice on site;
- (i) Carry out repairs identified during inspections promptly, and in accordance with the rectification period agreed with the Authorised Officer.

7.2.4 The Contractor shall implement a preventative maintenance programme which shall include as a minimum:

- (a) Painting of painted surfaces to maintain and prolong the appearance and condition of the equipment;
- (b) Sanding, varnishing and staining of wooden benches and seats to maintain their

appearance and expected lifecycle;

(c) A monthly technical inspection of all play equipment as set out within Appendix H4;

(d) Keep full records of facilities and equipment inspections and work carried out, and makes this available to the Authorised Officer.

7.2.5 The Contractor shall provide a quote for new or replacement equipment as requested to do so by the Authorised Officer.

7.2.6 The Contractor shall ensure water play facilities are permanently staffed during operating hours which are currently 10am to 5pm daily for 12 weeks at Wimbledon Park during summer, 6 weeks at all other venues.

7.2.7 The Contractor shall manage and maintain mini-golf facilities at Merton sites only (including cash handling).

7.2.8 The Contractor shall be responsible for the day to day management and maintenance of the athletics stadium at Wimbledon Park, including the running track, changing rooms, sand pits, and all field sports facilities on the site.

7.2.9 The Contractor shall ensure that health and safety checks are completed in accordance with the general obligations and industry standards set out at Appendix H3, and in the case of play equipment, specifically in accordance with EN 1176 and EN 1177 and any subsequent industry standards which are applicable to play equipment.

7.2.10 The Contractor shall ensure that health and safety issues are addressed as soon as possible, and in accordance with the applicable rectification period set out within the Service Delivery Plan or as otherwise agreed by the Authorised Officer. Annual monitoring by ROSPA or equivalent will be commissioned by the client.

7.2.11 The Contractor is expected to incorporate the cost of repairing existing assets throughout the Contract Period within the fixed payment received for the relevant Service Category. Where equipment is damaged through vandalism, or wear and tear, and is beyond repair or not fit for purpose, the Contractor shall inform the Authorised Officer. The Council will decide if a replacement is required and will fund the replacement. Where a decision is taken not to replace an item the Contractor shall make good the area.

7.2.12 The Contractor shall undertake water safety testing and monitoring in accordance with the general obligations and standards set out within Appendix H3 (Water Safety Standards).

7.2.13 All relevant staff, whether directly employed or sub-contracted, working on this category and sports pitches will be required to be DBS checked and cleared in advance of working.

### 7.3 **Payment for Play and Leisure Facilities Services**

7.3.1 The Contractor shall be paid for the Play and Leisure Facilities Services by way of the Play and Leisure Facilities Services Payment as set out in paragraph 5.1 of **Schedule 5** (Payment Mechanism).

### 7.4 **Income for Play and Leisure Facilities Services**

7.4.1 The Contractor shall provide the Sports Pitches and Play and Leisure Facilities Services Guarantee Payment derived (in part) from the Play and Leisure Facilities Services in accordance with paragraph 13.1.1 of **Schedule 5** (Payment Mechanism).

7.4.2 Any additional income derived from the Play and Leisure Facilities Services shall be shared by way of the Sports Pitches and Play and Leisure Facilities Services Revenue Share in accordance with paragraph 14.1.1 of **Schedule 5** (Payment Mechanism).

## **8 SERVICE CATEGORY D: CLEANING AND GENERAL MAINTENANCE SERVICES**

### **8.1 Introduction**

8.1.1 The general cleanliness and safety of the Sites is fundamental to the residents and visitors to Merton and Sutton and is, in the minds of many Service Users, used as a barometer to how well the Boroughs are performing. Therefore, the Contractor shall deliver high quality cleaning and General Maintenance Services that will reflect well on the Boroughs at all times.

### **8.2 Requirements**

8.2.1 The Contractor shall clear litter from hard surfaces, grass and planted areas including tree pits, planters, borders, hedge bases, sports and leisure facilities and fence lines to the standards set out as follows.

8.2.2 Two levels of service shall be maintained depending on location, High Quality and Standard Quality. Appendix H2 for Merton and H1 for Sutton shows the list of sites and states whether they shall be maintained to the High Quality or Standard Quality specification.

8.2.3 The Code of Practice on Litter and Refuse (COPLAR) grading principles shall apply to this contract as set out in this publication by DEFRA dated April 2006.

8.2.4 The Contractor shall ensure that following cleansing all areas meet the standard for Grade A. Sites will not fall below a Grade B standard before corrective action is taken to return them to Grade A standard.

8.2.5 For High Quality sites, the Contractor shall return them to a Grade A standard within half a Working Day. This means by 6pm if reported before 12 noon, or by 12 noon the next day if reported between 12 noon and 6pm on the previous day.

8.2.6 For Standard Quality sites, the Contractor shall return them to Grade A standard within 1 Working Day. This means by 6pm the following evening Monday to Friday. If the issue is identified on Saturday or Sunday the Contractor shall return them to Grade A by 6pm on the following Monday.

8.2.7 The Contractor shall clear litter from hard surfaces, grass and planted areas including tree pits, planters, borders, hedge bases, sports and leisure facilities and fence lines to the standards set out in the COPLAR publication, contained in Appendix H3.

- 8.2.8 The Contractor shall clear leaves from hard surfaces, grass and planted areas including tree pits, planters, borders, hedge bases, sports and leisure facilities and fence lines to the standards set out in Appendix H4.
- 8.2.9 The Contractor shall sweep all hard surfaces, paths and car parking areas, sports, play and leisure facilities as set out at Appendix H1, H2, CG8. Sweeping shall include removal of detritus in parks to the standard set out in the COPLAR publication, but also including removal of any litter present at the time, leaves, fruit and blossom fall. For all sites Grade B is the minimum acceptable standard. The Contractor shall ensure sites found to be below Grade B are returned to Grade A within five working days. For the avoidance of doubt, leaf clearance on highway verges is not within this contract.
- 8.2.10 The Contractor shall control weeds on all hard surfaces to meet the requirements in Appendix H4. The Contractor shall minimise the use of herbicides.
- 8.2.11 The Contractor shall carry out servicing and cleaning of all buildings within the scope of the Contract, including sports changing rooms, pavilions, drinking fountains, public toilets and shelters as set out within Appendix H1, H2 and CG10, as follows.
- 8.2.12 The Contractor shall carry out all relevant building compliance inspections including fire safety checks, alarm testing, and water safety (Legionella flushing and temperature checking) in accordance with **Schedule 6** (Reporting Requirements) and all relevant buildings compliance legislation. For the avoidance of doubt, the Contractor shall not be required to carry out microbiological testing of water supply as this is carried out by the corporate facilities team at both Councils.
- 8.2.13 The Contractor shall clean all shower heads once every quarter. The Contractor shall take down and thoroughly clean shower heads to remove all deposits of limescale and mould, disinfect the shower heads and then re-install them.
- 8.2.14 The Contractor shall maintain, repair and clean all furniture, equipment, bins, signage including information boards and notice boards.
- 8.2.15 Where items are damaged through vandalism or wear and tear and are beyond repair or not fit for purpose, the Contractor shall inform the Authorised Officer. The Authorised Officer will decide if a replacement is required and will fund the replacement. Where a decision is taken not to replace an item the Contractor shall make good the area.

- 8.2.16 The Contractor shall ensure that removal of graffiti (including the inside and outside of boundary walls and fences) is carried out within 5 working days of notification. Offensive and/or racist graffiti shall be removed within 24 hours of notification.
- 8.2.17 The Contractor shall clean fountains, bowls and stems, and ensure that they are in good working order, and shall report to the Authorised Officer any deficiencies.
- 8.2.18 The Contractor shall clear fly tipped material within 2 working days of notification and shall record fly tipping incidents on the relevant government database e.g. Waste Data Flow. The Contractor shall help identify sources of fly tipped material and gather evidence in support of the authorities' enforcement actions.
- 8.2.19 The Contractor shall inspect and maintain all rivers, lakes, ponds, reservoirs, sluices, trash screens, fountains (including repair and replacement of filters and pumps), drains, ditches, ponds and other waterways and water features within the sites to ensure water flow is not impeded by litter, leaves, logs, branches or any other obstructions. Inspections shall be carried out according to a programme as set out within **Schedule 4** (Service Delivery Plan). For the avoidance of doubt, the Contractor is not responsible for major waterways' capital works.
- 8.2.20 The Contractor shall take all reasonable endeavours to minimise the risk of flooding and shall work in partnership with other relevant agencies to mitigate and minimise the risk of flooding both on sites and neighbouring land.
- 8.2.21 The Contractor shall ensure that issues arising from inspection of waterways and water features and the maintenance actions taken are recorded and reported to the Authorised Officer in accordance with **Schedule 6** (Reporting Requirements).
- 8.2.22 The Contractor shall report on local conditions and should take instruction from the Authorised Officer, as may be required, to manage frozen lakes, ponds or other water courses within the contract sites listed in Appendix CG1.
- 8.2.23 The Contractor shall clear litter, fly tipped general domestic waste, and faeces left following illegal traveller incursions on any of the sites and shall co-operate with the Authorised Officer in accordance with each Borough's Illegal Incursion Protocol. For clarity, the Authorised Officer will arrange disposal, at each borough's cost, of fly tipped material building material such as rubble brought on site from other locations during illegal incursions.
- 8.2.24 The Contractor shall remove dead animals from all contract locations using suitable equipment

within 24 hours of notification, unless:

(a) the animal is a cat or dog; or

(b) the animal is situated on a roundabout, highway verge or central reservation,

in which case, the Contractor shall contact the Lot 1 Contractor and arrange for such animal to be removed by the Lot 1 Contractor.

8.2.25 The Contractor shall empty litter bins, and where provided, dog waste bins in Sites such that they do not overflow at any time.

8.2.26 All Litter Bins and dog waste bins where provided shall be washed with water and suitable cleanser to remove all residues and detritus left on all Bins. The liner and the outer cover of the Bin shall be washed internally and externally. All excess water and residues shall be removed from the bin area on completion of the works. Bins shall be cleansed a minimum of 4 times per year, and in addition, at the direction of the Authorised Officer in response to complaints.

8.2.27 The Contractor shall carry out gully cleaning and maintenance of drains within sites as a reactive service on an ad-hoc or emergency basis to ensure they are serviceable.

8.2.28 The Contractor shall remove Fly Posted Material from any surface within the Contract Locations, including the inside and outside of boundary walls and fences (with the exception of buildings that are leased to third parties).

8.2.29 The Contractor shall support Community Clean-up initiatives through the provision of equipment such as black sacks, wheelbarrows and vehicles to clear rubbish, as requested from time to time by the Authorised Officer. The Contractor shall support the first six (6) such events in each Contract Year at no additional cost to the Boroughs. Support for any additional such events shall be discussed between the Authorised Officer and the Contractor.

8.2.30 In preparation for Remembrance Sunday, the Contractor shall ensure all Memorials, including entrances and access pathways, and the immediate surroundings shall be made neat and tidy before 9.00am. This will include, sweeping and leaf clearing around the memorial and surrounding footway and grass areas, pricking over and de-weeding flowerbeds, cutting grass and edging up lawns to meet the standards as set out at Appendix H24. Horticultural works may be carried out in advance and a final sweeping and litter check must be carried out on the



day and prior to the event. The Contractor shall provide a member of staff to attend to each memorial on the day up to and after the service.

### **8.3 Payment for Cleaning and General Maintenance Services**

8.3.1 The payments to the Contractor in respect of Cleaning and General Maintenance Services shall include the following:

- (a) All labour and capital costs;
- (b) All equipment costs and equipment maintenance costs;
- (c) The costs of repairing and maintaining relevant capital assets;
- (d) Disposal costs associated with the Cleaning and General Maintenance Services.

8.3.2 The Contractor shall be paid for the Cleaning and General Maintenance Services by way of the Cleaning and General Maintenance Services Payment as set out in paragraph 6.1 of **Schedule 5** (Payment Mechanism).

## **9 SERVICE CATEGORY E: EVENTS SERVICES**

### **9.1 Introduction**

9.1.1 Well planned and managed events (such as concerts and carnivals) are an important cultural experience offered across the Sites and do much to enhance the Boroughs' reputations with visitors as well as residents. The events often attract a large audience who will expect a high quality experience.

9.1.2 The Contractor will be expected to support the current list of its large events set out at Appendix E1 as part of the core services. Any new event productions, or additional works required as set out in 9.3.1, which the Contractor is required to support, will be charged in accordance with a Schedule of Rates as set out in paragraph 9.3.2. The Contractor and the Council will work in partnership to ensure the safe and smooth running of events

### **9.2 Requirements**

9.2.1 The Contractor shall provide support staff and infrastructure as required to assist in the provision of special and/or ad hoc events in the Boroughs, on a per event basis.

9.2.2 Each event shall have its own requirements which the Authorised Officer shall discuss with the Contractor. If necessary, the Contractor shall produce an Event Plan setting out the resources required over and above the ordinary service provision for the site.

9.2.3 The general requirements expected from the Contractor are as follows:

- (a) Planning, set up, layout and breakdown of infrastructure including, but not limited to, fencing, track way, mobile lights and toilets (including servicing), bonfires, signage and mobile offices;
- (b) Provision of relevant vehicles, plant and equipment as requested by the Authorised Officer;
- (c) Supporting the event organiser to discharge health and safety duties, including providing a risk assessment and mitigating any risks;
- (d) Litter picking and bin clearance before, during, and post event;

- (e) Stewarding (including car parking), crowd control and security duties;
- (f) Supporting the client team to co-ordinate any volunteers;
- (g) Provision of cash handling from customers and security;
- (h) Preparation and reinstatement of grounds before and after events

9.2.4 The Contractor shall provide appropriate support as set out within the Resourcing and Event Plan which the Contractor shall input to, as required by and agreed with the Authorised Officer, prior to each event.

9.2.5 The Contractor shall comply with the general obligations of the Services and so shall ensure the safety of the public and staff at all times.

9.2.6 The Contractor shall work in partnership with the relevant Borough(s), the relevant Safety Advisory Group, and any other partners to ensure that successful event plans are delivered.

9.2.7 The Contractor shall ensure that the Site is returned to a clean state after the event in line with the standards and timescales set out within the applicable Event Plan.

### 9.3 **Payment for Events Services**

9.3.1 If the Contractor's services as set out within the applicable Event Plan are agreed with the Authorised Officer to be over and above the ordinary service provision for the site, the Contractor shall be paid in accordance with the Schedule of Rates, unless lesser rates are agreed by separate negotiation with the Authorised Officer.

9.3.2 The Contractor shall be paid for Events Services in accordance with the Events Services Payment as set out in paragraph 7.1 of **Schedule 5** (Payment Mechanism).

9.3.3 In the event that the Authorised Officer request the Contractor to provide equipment for the event, such provision shall be made in accordance with Service Category I (Ad Hoc Asset Investment and Project Services) of this specification. Payment shall be made in accordance with the Ad Hoc Asset Investment and Project Services Payment as set out in paragraph 11.1 of **Schedule 5** (Payment Mechanism).

## **10 SERVICE CATEGORY F: ARBORICULTURE SERVICES**

### **10.1 Introduction**

10.1.1 Trees are an important part of the urban landscape of Merton and Sutton and contribute to the character and environmental quality of the Boroughs. However, they also present a risk for the Boroughs in relation to public safety. Standards achieved in the provision of the Arboriculture Services must be excellent and consistent.

10.1.2 The tree element of this contract will be carried out in accordance with the tree specifications in Appendix A1 and A4. Appendix A2 for Merton provides further detail of the location and tasks for highways trees in regular maintenance.

10.1.3 Boroughs will inspect trees and will commission work under this Service Category on a Schedule of Rates. Some of the work undertaken by the Contractor pursuant to this Service Category will be on a planned programme basis, some will be on an ad hoc basis – all work will be as directed by the Authorised Officer.

### **10.2 Requirements**

10.2.1 The Contractor shall care for and maintain trees, including planting, pruning, staking, watering, and general maintenance of trees, in accordance with Sutton's Tree Strategy at Appendix A3 or in accordance with the instructions given by the Authorised Officer,

10.2.2 The Contractor will carry out the following works on a planned basis. All timescales shall be agreed with the Authorised Officer.

(a) Highways trees;

(b) Schools;

(c) Parks and open spaces;

(d) Basal growth removal of highway trees on an annual programme;

(e) Highways pollarding.

10.2.3 Ad-hoc and/or urgent works shall be completed within 30 working days.

10.2.4 The Contractor shall respond to tree emergencies 24 hours a day, throughout the year, and shall attend on site within one hour of report of an incident.

10.2.5 The Contractor shall update the Arboriculture Services records on the 'Ezytreev' system (currently used by the Boroughs), or an agreed system for continuity of provision and ensuring compatibility with the Boroughs' tree management systems.

10.2.6 The Contractor shall ensure that its Staff, whether directly employed or sub-contracted, report any issues or incidents with trees within the Boroughs discovered during the course of usual work duties, in line with the obligations of the general requirements in this Specification.

10.2.7 The Contractor shall be required to register with CHAS and shall provide evidence that it, or any sub-contractor engaged in the provision of the Arboriculture Services is CHAS registered.

### 10.3 **Payment for Arboriculture Services**

10.3.1 The Contractor shall be paid for the Arboriculture Services commissioned by the Authorised Officer in accordance with the Schedule of Rates by way of the Arboriculture Services Payment as set out in paragraph 8.1 of **Schedule 5 (Payment Mechanism)**.

## **11 SERVICE CATEGORY G: CEMETERIES SERVICES**

### **11.1 Introduction**

11.1.1 Recognising the excellence and high standards required for cemetery provision, the Contractor shall provide the Cemeteries Services in a professional manner, providing excellent customer care and safety standards and respecting the sensitive nature of this aspect of the Services.

11.1.2 The Contractor shall at all times work to Institute of Cemetery and Crematorium Management (ICCM) and Charter for the Bereaved standards; the National Association for Memorial Masons; and shall carry out all maintenance tasks at cemetery sites to the measurement and frequency standards set out in Appendices H4 and the joint quality standards in Appendix H24.

11.1.3 The Merton and Sutton Joint Cemetery, Bandon Hill Cemetery, Cuddington Cemetery and Sutton Cemetery have separate governance arrangements. The Contractor shall provide grounds maintenance and burials services at these cemeteries as part of the core service payment, and shall provide Bills of Quantity for these services as set out at paragraph 1.6.3 to enable Boroughs to recharge the costs of services provided at these Cemeteries in accordance with Appendix 2 of **Schedule 5 (Payment Mechanism)**. The cemetery authorities will continue to set the pricing of the annual fees and charges for cemeteries, with the Contractor acting as an advisor in the process.

11.1.4 The Contractor will be expected to maintain existing levels of income and to develop and sustain excellent working relationships with funeral directors to help maximise business potential.

### **11.2 Requirements**

11.2.1 The Contractor shall ensure that the operations of the cemetery service remain within the terms and requirements of the Local Authorities Cemeteries Order 1977.

11.2.2 The Contractor shall provide appropriate face to face contact with the public at its cemeteries. The Contractor shall ensure the service is contactable during normal office hours.

11.2.3 The Contractor shall maintain the interior of the chapels in a clean and tidy condition at all times and shall clean floors, carpets, mats, seating, windows, lecterns, trestles, doors,

catafalques, light fittings, heaters, internally exposed parts of the roof area, entrance porch and archways.

11.2.4 The Contractor shall ensure chapel is cleaned before each chapel service, and ensure hymn books are located in the correct position and kept in good order. Before services, candles shall be lit as appropriate and heating turned on in cold weather.

11.2.5 The Contractor shall prepare and clean chapel toilets before and after services. Public toilets in cemeteries will be cleaned and maintained daily.

11.2.6 The Contractor shall keep the office in a clean and tidy condition at all times.

11.2.7 The Contractor shall maintain and inspect cemeteries and churchyards, including grass cutting, weed control, hedge maintenance, cleaning and sweeping of surfaces, and repair of pathways and roadways.

11.2.8 During the winter season, the Contractor shall ensure that paths and roadways leading to graves where an interment is due to take place are cleared of snow and gritted as necessary to enable the funeral cortege to safely access the cemetery and reach the graveside.

11.2.9 The Contractor shall dig graves for the purposes of new burials, re-openings, and cremated remains. Burials will generally take place between the hours of 10:00am and 3:00pm, Monday to Friday (excluding bank holidays). Occasionally, there will be a requirement for a burial at the weekend. Where required the Contractor shall temporarily relocate, store, and subsequently replace any headstones and memorials in order to allow access for digging and maintenance works.

11.2.10 Surplus material from grave digging shall be reused wherever possible within the cemeteries or other services area, or disposed of in accordance with environmentally sustainable practice. Following any interment and subsequent backfilling, the Contractor shall top up graves with top soil as required to ensure the grave is adequately mounded.

11.2.11 At the first anniversary of any interment, graves shall be re-visited and levelled with top soil and turfed as necessary to maintain the general upkeep and appearance of the cemetery.

11.2.12 The Contractor shall keep the sites clean and free of litter, including emptying of litter bins and wire bins, the removal of dead flowers, floral tributes, and wreathes.

### **11.3 Administration**

- 11.3.1 The Contractor shall operate and keep updated the Borough's computerised burials administration system (BACAS at Merton and Epilog at Sutton) and to continue to maintain and update the manual registers and plans, until such time as it is agreed between the parties that information may be recorded solely on the computerised system, at which time the Authorised Officer may direct the Contractor that the manual registers and plans no longer require updating. All cemetery registers and plans shall be kept in fireproof cabinets which are to be locked at night.
- 11.3.2 The Contractor shall maintain the computerised cemetery diary management system (BACAS at Merton and Epilog at Sutton) for booking and programming funerals; grave selections; exhumations; gravestone memorial erections, repairs and renovations; seasonal grave maintenance contracts and general appointments.
- 11.3.3 The Contractor shall liaise, meet, advise, take and record instructions from funeral directors, monumental masons, clergy, bereaved families and relatives concerning their arrangements. Complete the statutory registration and recording of burials, grave purchases and updating the cemetery plans, and provide statistics on grave sales to the Authorised Officer as and when requested.
- 11.3.4 The Contractor shall account for the administration of cemetery fees, charges, accounts and banking and provide statistics to the Authorised Officer as and when requested.
- 11.3.5 The Contractor shall maintain and preserve statutory cemetery records and plans and maintain related non-statutory correspondence and filing system.
- 11.3.6 The Contractor shall administer grave grants and grave deeds, grave surrender/repurchase and transfer of burial rights legal procedures.
- 11.3.7 The Contractor shall prepare letters, reports and correspondence as required, and undertake grave search and genealogical enquiries as required.
- 11.3.8 The Contractor shall process, preserve and record all gravestone memorial work applications, account for fees, prepare work permits for issue with receipts.
- 11.3.9 The Contractor shall mark out grave locations for monumental masons, check permits, and check the completed works.



11.3.10 The Contractor shall maintain and issue monthly accounts to funeral directors and monumental masons.

11.3.11 The Contractor shall operate paid grave maintenance accounts and facilities, issue reminders, receive and account for fees and banking, prepare and issue receipts.

11.3.12 The Contractor shall be responsible for keeping risk assessments and for reviewing and updating the following annually:

- (a) Site risk assessments;
- (b) Fire risk assessments;
- (c) Annual site inspections;
- (d) Lone working risk assessments;
- (e) Legionella;
- (f) Grave digging and grounds maintenance operations;
- (g) Memorial safety inspections, and;
- (h) Grave backfilling by public.

11.3.13 The Contractor shall ensure regular inspections of stonemasons and other contractors and their work including enforcement and checking work against agreed specification standards and health and safety aspects, to ensure proper documentation and records are kept up to date.

11.3.14 The Contractor shall research, catalogue and prepare for publication lists of graves for reclaiming at Bandon Hill Cemetery under the Greater London Council 1976 Act, to visually inspect same and make photographic records of memorials for disposal where applicable to that Act and under the Local Authorities Cemetery Order 1977, and to arrange for the disposal of memorials as described. The same provisions shall apply for any other Site at which graves are reclaimed during the life of the contract.

11.3.15 The Contractor shall attend with the Authorised Officer the Bandon Hill Cemetery Joint

Committee and Merton and Sutton Joint Cemetery Board meetings, and report on burial statistics and any other such issues as directed by the Authorised Officer.

#### **11.4 Funerals and Grave Selections**

11.4.1 The Contractor shall meet and liaise with the families and/or funeral directors for the identification and/or choice of gravesites, and issue follow-up new grave cemetery information packs and guidance notes. The Contractor shall deal sympathetically and helpfully with the needs and enquiries of the bereaved and other visitors to the cemeteries.

11.4.2 The Contractor shall locate and mark out graves for excavation, issue funeral notices, grave digging and other grave maintenance instructions to grave-digging staff.

11.4.3 The Contractor shall check and inspect excavated and prepared graves prior to funerals and after backfilling operations, check and inspect grave maintenance works and identify and mark out new ground for burial.

11.4.4 The Contractor shall attend and supervise all funerals suitably attired and check and take appropriate legal paperwork for the funeral to take place; operate the cemetery chapel music facility during funeral services as required; organise and attend private family cremated remains burials and read out words of committal and prayers or poems if required.

#### **11.5 Grave Digging**

11.5.1 The Contractor shall undertake all grave digging operations in accordance with the Health and Safety at Work Act 1974 and other relevant legislation, or Codes of Practice, as amended from time to time, including:

(a) Confined Spaces Regulations 1997;

(b) Local Government Act 1974;

(c) Local Authorities Cemeteries Order 1977;

(d) ICCM Code of Safe Working Practice for Cemeteries (1999 edition).

11.5.2 The Contractor shall ensure that all gravediggers hold the Cemetery Operatives Training Scheme (COTS) certificate.

11.5.3 The Contractor shall prepare graves a minimum of 24 hours before the funeral. Each grave shall be checked after it has been dug to ensure that it is the correct depth, width and length and that correct grave has been dug. Each grave shall also to be checked an hour before the service.

11.5.4 The Contractor shall ensure that grass, paths and adjacent graves are protected using tracking, boards or similar, and to make good any damage caused by the Contractor during the undertaking of these works.

11.5.5 The Contractor shall hand dig all graves at Bandon Hill Cemetery.

## 11.6 **Memorial management**

11.6.1 The Contractor shall test all memorials in all public cemeteries and churchyards in line with the ICCM Management of Memorials 2012 Guidance, and as reproduced as follows:

- (a) Memorials to be tested at least once every five years;
- (b) Memorials up to 500mm – full visual inspection and hand test only;
- (c) Memorials 500 mm to 1.5m – full visual inspection, hand test and, if hand test passed, calibrated topple tester applying a measured 25kg force;
- (d) Memorials over 1.5m – full visual inspection and hand test only;
- (e) Memorials over 2.5m and complex structures – full visual inspection and seek the opinion of a structural engineer;
- (f) Make safe memorials that have failed the test in the most appropriate manner, i.e. to lay down or stake. Each decision shall be taken on a case by case basis and in consultation with the Authorised Officer. Previously staked memorials that have yet to be repaired by the grave owner shall have their wooden supports checked annually and replaced as necessary;
- (g) Maintain and update the memorial inspection records in line with the ICCM Guidance (Management of Memorials) in a suitable computerised format;
- (h) Write to grave owners in cemeteries informing them that their graves have failed the test,

and provide churchyard vicars or representatives with full details of graves that have failed the test on their respective sites;

- (i) Arrange for new and re-fixed memorials to be tested 28 days after works have been carried out by the stonemasons;

#### **11.7 Damage to Memorials**

11.7.1 The Contractor shall be responsible for informing the grave owner of any damage caused to memorials and either (i) arrange for the repair to be carried out as soon as possible if caused by the Contractor, or; (ii) advise the grave owner in writing (copy to the Authorised Officer) as to what safety measures have been (or need to be) taken, placing a copy of the letter on the memorial if necessary.

11.7.2 The Contractor shall advise the Authorised Officer immediately of any vandalism in the cemetery, advise the police as necessary and provide photographic evidence as requested, make the grave/ memorial/ building/ structure safe, and complete an accident/incident form.

#### **11.8 Memorial benches**

11.8.1 The Contractor shall be responsible for agreeing suitable locations for benches with families, which must be of a set specification, and following receipt of payment, and arrange their ordering and installation in a timely manner.

#### **11.9 Annual grave maintenance contract agreements**

11.9.1 The Contractor shall provide two seasonal bedding displays each year on those graves for which owners currently pay the Council a set amount each year. The Contractor is encouraged to develop this aspect of the service.

11.9.2 The Contractor shall continue to offer grave maintenance contract agreements to the public.

#### **11.10 War graves and war memorials**

11.10.1 The Contractor shall ensure that all war graves and war memorials within the cemeteries and churchyards are kept clean throughout the year and checked and cleaned annually prior to Remembrance Sunday as well as prior to any other commemorations.

**11.11 Reclaiming of graves (Bandon Hill Cemetery and any other such Site where reclamation of graves shall occur in the life of the Contract)**

11.11.1 Only reclaimed traditional graves are currently available at Bandon Hill Cemetery. Sufficient numbers of graves are to be reclaimed by the Contractor each year to meet expected levels of demand.

11.11.2 The Contractor shall research, catalogue and prepare for publication graves for reclaiming, and publicise list of graves in local newspapers for reclaiming under the GLC 1976 Act.

11.11.3 The Contractor shall visually inspect graves and make photographic records of memorials made for disposal where applicable to that Act and under the LACO 1977 Act.

11.11.4 If no objection received within 6 months, the Contractor shall make arrangement to be made to dispose of the memorials and for the grave to be made available for reclaiming. The cost of removal and disposal of memorials is to be met by the Contractor.

**11.12 Exhumations**

11.12.1 The Contractor shall carry out exhumations at the request of the Authorised Officer. Exhumations shall take place only out of hours (unless in an exceptional situation, and as instructed by the Authorised Officer) and in accordance with the provisions of the appropriate licence. The Contractor shall receive separate payment for any exhumations required in accordance with paragraph 11.13.1(a)

**11.13 Payment for Cemeteries Services**

11.13.1 The Contractor shall be paid for the Cemeteries Services by way of the Cemeteries Services Payment as set out in paragraph 9.1 of **Schedule 5** (Payment Mechanism). The Cemeteries Services Payment shall comprise of the following:

- (a) the Core Cemeteries Services Payment for all elements of the Cemeteries Services (except exhumations) as set out in paragraph 9.1.1 of **Schedule 5** (Payment Mechanism);
- (b) the Ad Hoc Cemeteries Services Payment for exhumations; such payment shall be made in accordance with the Schedule of Rates as set out in paragraph 9.1.2 of **Schedule 5** (Payment Mechanism).

**11.14 Income for Cemeteries Services**

11.14.1 The Contractor shall provide Cemeteries Services Guarantee Payment derived from the Cemeteries Services in accordance with paragraph 13.1.2 of **Schedule 5** (Payment Mechanism).

11.14.2 Any additional income derived from the Cemeteries Services shall be shared by way of the Cemeteries Services Revenue Share in accordance with paragraph 14.1.4 of **Schedule 5** (Payment Mechanism).

## **12 SERVICE CATEGORY H: NATURE CONSERVATION SERVICES**

### **12.1 Introduction**

12.1.1 Merton and Sutton recognise the importance of their local wildlife and biodiversity assets and the importance of these to residents and visitors. Both Boroughs pursue policies and management principles to protect sites of value. Voluntary and community groups play a major role in delivering nature conservation and biodiversity projects in both Boroughs and the Contractor is expected to work with and support such groups.

### **12.2 Requirements**

12.2.1 Conservation work within parks shall be carried out by the Contractor as part of the routine maintenance of parks and nature reserves and includes such tasks as the management of hay meadows, and hedgerows. Work within nature reserves shall only be carried out on an ad-hoc basis as instructed by the Authorised Officer. All sites where nature conservation is undertaken (including in parks and nature reserves) are listed in Appendices H1 and H2.

12.2.2 The Contractor may be instructed to undertake works within nature reserves (including tasks in relation to woodlands, hedgerows, meadows and wildflower areas, riverside and other wetland features and heathland, including mowing and baling of meadows and the disposal of meadow grassland arisings) in accordance with the Annual Conservation Plan and Biodiversity Action Plan to preserve and enhance the biodiversity interests of the Boroughs.

12.2.3 The Contractor shall work in partnership with volunteers and community groups and all relevant conservation organisations and agencies.

12.2.4 The Contractor shall contribute to the Annual Conservation Plan, as required under the direction of the Authorised Officer.

12.2.5 The Contractor shall ensure that staff with suitable training and experience are deployed to supervise works within Nature Conservation sites.

### **12.3 Payment for Nature Conservation Services**

12.3.1 The Contractor shall be paid for the Nature Conservation Services by way of the schedule of rates in accordance with the Nature Conservation Services Payment as set out in paragraph 10.1 of **Schedule 5** (Payment Mechanism).

### **13 SERVICE CATEGORY I: AD HOC ASSET INVESTMENT AND PROJECT SERVICES**

#### **13.1 Introduction**

13.1.1 This Service Category relates to the procurement of assets and project services, examples of which are listed in Appendix AP1.

13.1.2 For the avoidance of doubt, this shall not include the replacement of those assets listed within the Borough's asset registers in accordance with paragraph 13.2.7 of this Specification.

#### **13.2 Requirements**

13.2.1 The Contractor shall source suitably priced assets from approved suppliers as requested by the Authorised Officer.

13.2.2 The Contractor shall provide a competitively priced, no obligation quote for assets or projects services as agreed by the Authorised Officer, which must be made on a commercial basis, in accordance with the ordinary and usual course of business, and on reasonable arms' length terms.

13.2.3 A quote may only be obtained from a company that is related to the Contractor or in the same group as the Contractor with the permission of the Authorised Officer.

13.2.4 For the avoidance of doubt, the Council is under no obligation to purchase assets or projects services pursuant to this Service Category and has complete discretion as to whether it accepts a quote provided by the Contractor for an asset or projects services; the Council may reject any quote provided and any quote must be provided on a no obligation basis.

13.2.5 The Contractor shall purchase assets or provide project services only after instruction from the Authorised Officer which shall be provided in writing.

13.2.6 The Contractor has no obligation to provide a quote for non-standard items which are not utilised in, or do not form the basis of, the Services.

13.2.7 The Contractor shall install and maintain any new assets purchased pursuant to the Ad Hoc Asset Investment Services; the Contractor shall receive no additional payment for these services.



13.2.8 Major asset investment may be subject to a separate discussion and business case consideration.

**13.3 Payment for Ad Hoc Asset Investment and Project Services**

13.3.1 The Council shall pay for any assets and projects services by way of a pass through payment as set out within the Ad Hoc Asset Investment and Project Services Payment, in accordance with paragraph 11.1 of **Schedule 5** (Payment Mechanism).

## **14 SERVICE CATEGORY J AD HOC COMMISSIONED LABOUR SERVICES**

### **14.1 Introduction**

14.1.1 This Service Category relates to the provision of labour services to conduct any Ad Hoc works which do not fall within the existing Ad-Hoc payment categories as set out in this Specification and **Schedule 5** (Payment Mechanism).

14.1.2 For the avoidance of doubt, this shall not include any Ad-Hoc works as outlined in Service Categories A, E, F, G, H and I.

### **14.2 Requirements**

14.2.1 The Contractor shall, if requested by the Authorised Officer provide Ad-Hoc works in accordance with the process described in Appendix F (Ad Hoc Works Orders).

14.2.2 In the event that the Ad Hoc works requested do not relate to any of the Ad Hoc works as outlined in Service Categories A, E, F, G, H or I, the Authorised Officer shall, in accordance with the Ad Hoc Works Order process at Appendix F, and pursuant to this Service Category, commission skilled or supervisory labour categories from the Schedule of Rates.

### **14.3 Payment for Ad Hoc Commissioned Labour Services**

14.3.1 The Council shall pay for Ad Hoc Commissioned Labour Services as set out within the Ad Hoc Commissioned Labour Services Payment, in accordance with paragraph 12.1 of **Schedule 5** (Payment Mechanism).

## APPENDIX A

### SERVICE PERFORMANCE INDICATORS

The Contractor is expected to monitor its performance against the Service Performance Indicators, and report back on such performance as part of the Weekly Report and Monthly Report (in accordance with **Schedule 6** (Reporting Requirements)).

The Council may also monitor the Contractor's performance against the Service Performance Indicators by way of a review of customer complaints or by undertaking inspections of the Contractor's work, Staff, stock and records from time to time.

For the purposes of this Appendix A, the following expressions shall be defined as follows:

**Rectification Period:** the period during which the Contractor has an opportunity to rectify the failure before the Deduction applies (for the avoidance of doubt, not all SPIs shall have a Rectification Period).

**Deduction:** financial deduction which shall apply in the event of failure of an SPI subject to any applicable Rectification Period. Total Deductions, except for those levied against SPIs 1c, 1d and 7, are subject to an annual cap of 10% of the Annual Contract Payment, as set out in paragraph 16.1 of **Schedule 5** (Payment Mechanism). Subject to **clause 56** (Waiver) of the Conditions of Contract, the Authorised Officer may exercise discretion regarding Deductions as it deems fit. The decision of the Authorised Officer in respect of Deductions is final.

**Deduction Refresh Period:** in the event that a failure has not been rectified in accordance with the Rectification Period, the prescribed deduction shall apply for each subsequent refresh period. For the avoidance of doubt the refresh deduction amount may differ from the initial Deduction applied.

<b>Service Performance Indicators</b>	<b>Rectification Period</b>	<b>Deduction for failure to meet the SPI in £ per Incident (unless specified otherwise)</b>	<b>Deduction Refresh Period and refresh deduction value (£)</b>	
<b>1. Customer satisfaction and complaints</b>				
(a)	The Contractor shall achieve a score in the London Borough of Merton's Customer Satisfaction Survey that is higher than or equal to the baseline Customer Satisfaction Survey score of 72%	N/A	250	N/A
(b)	<p>The Contractor shall achieve a score in London Borough of Sutton's Customer Satisfaction Survey that is higher than, equal to, the baseline scores which are as follows:</p> <ul style="list-style-type: none"> <li>Parks – All Residents Satisfaction (82%)</li> <li>Parks – Service Users Satisfaction (88%)</li> <li>Playgrounds – All Residents Satisfaction (71%)</li> <li>Playgrounds – Service Users Satisfaction (88%)</li> </ul>	N/A	250 per failure on any one of the satisfaction targets, which shall apply only once upon each survey	N/A

<b>Service Performance Indicators</b>		<b>Rectification Period</b>	<b>Deduction for failure to meet the SPI in £ per incident (unless specified otherwise)</b>	<b>Deduction Refresh Period and refresh deduction value (£)</b>
(c)	The Contractor shall achieve an average PQMS score of 5 or above in each PQMS Year, in accordance with the process as set out in <b>Appendix D</b> to this Specification. The Council shall retain a sum each month as a retention amount in respect of the PQMS, and shall make an annual PQMS bonus payment to the Contractor, the amount of which shall be calculated in accordance with the average PQMS score achieved. No bonus payment shall be made if a score of 4 or below is achieved. Payments in relation to the PQMS shall be made in accordance with paragraph 17 of <b>Schedule 5</b> (Payment Mechanism)	N/A	0 - 27,000	N/A
(d)	The Contractor shall achieve the baseline target score in the Perpetual Customer Survey, which shall be carried out in accordance with the specification at <b>Appendix E</b> to this Specification. The Council shall retain a sum each month as a retention amount in respect of the Perpetual Customer Survey score, and shall make an annual bonus payment to the Contractor, the amount of which shall be calculated in accordance with the score achieved. If the actual bonus score is 50% or less of the minimum bonus score then no payment shall be made to the Contractor. Payments in relation to the Perpetual Customer Survey shall be made in accordance with paragraph 18 of <b>Schedule 5</b> (Payment Mechanism)	N/A	0 – 12,000	N/A
(c)	The Contractor shall respond to a service request, complaint, enquiry or Request for Information as set out within <b>Schedule 15</b> (Service User Procedure)	N/A	250	50 per each Working Day

Service Performance Indicators		Rectification Period	Deduction for failure to meet the SPI in £ per incident (unless specified otherwise)	Deduction Refresh Period and refresh deduction value (£)
<b>2. Safety</b>				
(a)	In the event of an emergency the Contractor shall redeploy all necessary resources as directed by the Authorised Officer in accordance with paragraphs 3.3.17 and 3.3.18 of this Specification	N/A	5000	N/A
(b)	The Contractor shall carry out a risk assessment in accordance with the Contractor's working procedures as set out in <b>Schedule 4</b> (Services Delivery Plan)	N/A	5000	50 per each Working Day
(c)	The Contractor shall carry out tasks in line with the applicable risk assessment as set out in <b>Schedule 4</b> (Services Delivery Plan)	N/A	100 per incident	N/A
(d)	The Contractor shall address (to the Council's reasonable satisfaction) any of the issues highlighted in any health and safety audit in accordance with the recommendations and rectification set out within the audit.	N/A	5000	1000 per each additional month that issues remain

Service Performance Indicators		Rectification Period	Deduction for failure to meet the SPI in £ per incident (unless specified otherwise)	Deduction Refresh Period and refresh deduction value (£)
				outstanding
<b>3. Environment</b>				
(a)	The Contractor shall use only those fertilisers, products and materials as set out in <b>Schedule 4</b> (Services Delivery Plan) or as agreed with Authorised Officer	N/A	1000	N/A
<b>4. Availability of Parks/Services</b>				
(a)	The Contractor shall ensure that all gates at a Site which (in accordance with Appendix C) is to be locked overnight are Open by the Allocated Opening Time.	N/A	50 per site	50 per additional half hour after the Allocated Opening Time
(b)	The Contractor shall close a Site which (in accordance with Appendix C) is to be locked overnight within	N/A	200 per night, per	N/A

<b>Service Performance Indicators</b>		<b>Rectification Period</b>	<b>Deduction for failure to meet the SPI in £ per incident (unless specified otherwise)</b>	<b>Deduction Refresh Period and refresh deduction value (£)</b>
	two (2) hours of the agreed time.		site	
(c)	The Contractor shall ensure that a pitch or facility is available for use by a Service User by the agreed time (or the pre-booked time, in the event of booked pitches or facilities)	N/A	250 per pitch or facility (in the event of booked pitches or facilities) per booking	N/A
<b>5. Availability of equipment/play features</b>				
(a)	The Contractor shall ensure that an item of equipment or a play feature (for example, a slide or set of swings) is available for use by Service Users during the specified parks operational times (In exceptional circumstances, where an item of equipment cannot be made available due to unavailability of a non-	1 working day	250 per item	100 per item per day



<b>Service Performance Indicators</b>		<b>Rectification Period</b>	<b>Deduction for failure to meet the SPI in £ per incident (unless specified otherwise)</b>	<b>Deduction Refresh Period and refresh deduction value (£)</b>
	consumable part, a suitable rectification period will be agreed with the Authorised Officer)			
(b)	The Contractor shall ensure that an entire facility (for example, a water play facility or playground) is available for use by Service Users during the time periods agreed with the Authorised Officer	1 working day	1000 per facility	1000 per facility each subsequent day
<b>6. Records and reporting</b>				
(a)	The Contractor shall comply fully with its obligations set out in paragraphs 1, 2, 3, 7, 8 and 9 of <b>Schedule 6</b> (Reporting Requirements)	1 working day	500	100 per each subsequent working day
(b)	The Contractor shall provide the Weekly Report in accordance with paragraph 4 of <b>Schedule 6</b> (Reporting Requirements)	1 working day	250 per Business Day	N/A

<b>Service Performance Indicators</b>		<b>Rectification Period</b>	<b>Deduction for failure to meet the SPI in £ per incident (unless specified otherwise)</b>	<b>Deduction Refresh Period and refresh deduction value (£)</b>
(c)	The Contractor shall provide the Monthly Report in accordance with paragraph 5 of <b>Schedule 6</b> (Reporting Requirements)	1 working day	500 per Business Day	N/A
(d)	The Contractor shall provide the Annual Report in accordance with paragraph 6 of <b>Schedule 6</b> (Reporting Requirements)	1 week	1000 per week	N/A
<b>7. Cemeteries</b>				
(a)	The Contractor shall ensure that a burial plot is prepared and available at the booked burial time in line with the Specification and <b>Schedule 4</b> (Services Delivery Plan)	N/A	10000 per incident	N/A
<b>8. Maintaining appropriate training</b>				
(a)	The Contractor shall implement an annual appraisal process for all staff. This will identify individual training needs to ensure staff are appropriately trained to deliver the service. The Contractor will arrange suitable training to address training needs identified in accordance with paragraph 3.3.3 of this Specification.	1 month	1000 per member of staff	100 per individual per subsequent month

Service Performance Indicators	Rectification Period	Deduction for failure to meet the SPI in £ per incident (unless specified otherwise)	Deduction Refresh Period and refresh deduction value (£)
<b>9. Stakeholders and Communication</b>			
(a)	The Contractor shall adhere to the provisions and principles of <b>Schedule 4</b> (Services Delivery Plan) and <b>Schedule 16</b> (Communications Strategy) with regard to working with Organised Groups and stakeholders		2000 per annual reporting review
			N/A

## **APPENDIX B**

### **Service Charter**

**We aim to maintain our high level of resident satisfaction with our parks, cemeteries and allotments; we will do this by:**

- Ensuring grass areas, shrub beds, flower beds and hedges, and all horticultural features are well looked after and regularly maintained.
- Promoting and maintaining our wildlife and nature conservation areas.
- Using environmentally sustainable methods in our parks maintenance, as set out in Sutton's Environmental Policy and One Planet themes.
- Recycling all of our green waste, and other litter and waste streams insofar as practical.
- Keeping parks free from litter, rubbish and animal faeces.
- Ensuring all bins in parks are kept clean and are always available for use.
- Clearing fly-tipping and graffiti on public land at the earliest opportunity.
- Ensuring trees are inspected regularly and maintained to the appropriate British Standards.
- Providing sports facilities which are safe to use and appropriate for the customer.
- Working collaboratively with sports clubs and sports governing bodies...
- Ensuring our play areas are welcoming, clean, with well-maintained equipment and inspected regularly to the appropriate British Standards.
- Working closely with and supporting our Friends groups and volunteers to help us maintain and improve our open spaces, including offering training where required.
- Ensuring staff are always courteous, helpful, polite and professional.
- Listening to customer and resident feedback to help continuously improve our parks.

- Developing the service to promote social value as set out in Sutton's Asset Toolkit.

**We ask residents to help us by:**

- Not dropping litter, chewing gum or cigarette butts.
- Cleaning up after their dog.
- Not picking or otherwise damaging flowers and plants.
- Becoming involved with Friends of Parks groups.
- Giving us constructive feedback about the service.
- Leaving park facilities in the condition they would expect to find them.

## APPENDIX C

### Existing Services Information

The existing services information is set out on the disc entitled 'Lot 2 Contract – Existing Services Information' initialled on behalf of the Council and the Contractor on or around the Contract Date.

General: Vehicles & Equipment (VE)	VE1	London Borough of Merton Asset List
	VE2	London Borough of Merton Vehicle List
	VE3	London Borough of Sutton Equipment and Asset List
	VE4	London Borough of Sutton Leased Park Vehicles
General: Depots & Buildings (DB)	DB1	London Borough of Sutton Cheam Park Depot Condition Report
	DB2	London Borough of Sutton Wrythe Lane Depot Condition Report
	DB3	London Borough of Merton Hill Cross Depot Condition Report
	DB4	London Borough of Merton Cottenham Park Condition Report
	DB5	London Borough of Merton Holland Gardens Condition Report
	DB6	London Borough of Merton John Innes Rec Condition Report
	DB7	London Borough of Merton Joseph Hood Rec Condition Report
	DB8	London Borough of Merton King Georges Playing Field Condition Report
	DB9	London Borough of Merton Sherwood Park Condition Report
	DB10	London Borough of Merton Sir Joseph Hood Playing Field Condition Report

<b>General: Residents' Survey Strategy (RSS) &amp;</b>	<b>RSS1</b>	<b>London Borough of Merton Customer Satisfaction Data</b>
	<b>RSS2</b>	<b>London Borough of Sutton Residents Survey 2013</b>
	<b>RSS3</b>	<b>London Borough of Sutton Developmental Assets Toolkit (Social Value)</b>
	<b>RSS4</b>	<b>London Borough of Sutton Open Space Strategy</b>
	<b>RSS5</b>	<b>London Borough of Merton Open Space Study 2011</b>
	<b>RSS6</b>	<b>London Borough of Sutton One Planet Policy Statements</b>
<b>Section A: Horticultural Services (H)</b>	<b>H1</b>	<b>London Borough of Sutton Sites</b>
	<b>H2</b>	<b>London Borough of Merton Sites</b>
	<b>H3</b>	<b>General Industry Standards</b>
	<b>H4</b>	<b>Measurements and Frequency Table</b>
	<b>H5</b>	<b>London Borough of Sutton Hanging Basket and Floral Displays Information</b>
	<b>H6</b>	<b>London Borough of Merton Grass Verges Information</b>
	<b>H7</b>	<b>London Borough of Merton Bills of Quantity and Measurement</b>
	<b>H8</b>	<b>London Borough of Sutton Bills of Quantity and Measurement</b>
	<b>H9</b>	<b>London Borough of Merton Wild Flower Meadows</b>
	<b>H10</b>	<b>London Borough of Merton Alien Invasive Species Locations</b>
	<b>H11</b>	<b>London Borough of Sutton Alien Invasive Species Locations</b>
	<b>H12</b>	<b>London Borough of Merton &amp; Sutton Green Roofs Inventory</b>

	H13	London Borough of Sutton Highway Beds
	H14	London Borough of Sutton Highway Hedges
	H15	London Borough of Sutton Grass Verges
	H16	London Borough of Sutton Burleys Measurements
	H17	London Borough of Sutton Green Wall Maintenance
	H18	London Borough of Merton Bins and Benches Suppliers
	H19	London Borough of Merton Parks and Open Spaces Maps
	H20	London Borough of Sutton Parks and Allotments Maps
	H21	London Borough of Merton Additional (Non-Core) Works
	H22	London Borough of Sutton, Sutton Housing Partnership
	H24	Quality Standards Document
Section B: Sports Pitches Services (SP)	SP1	London Borough of Sutton Sports Pitch Bookings
	SP2	London Borough of Merton Pitch Bookings and Participants
	SP3	London Borough of Merton Sports Pitch Income
	SP4	London Borough of Merton Sports Pitch Capacity
Section C: Play and Leisure Facilities Services (PL)	PL1	London Borough of Merton Outdoor Gym Equipment List
	PL2	London Borough of Merton Play Equipment List
	PL3	London Borough of Sutton Outdoor Gym and Play Equipment List
	PL4	London Borough of Sutton Parks Byelaws
	PL5	London Borough of Merton Parks Byelaws



	PL6	London Borough of Merton Parks Lighting Inventory
	PL7	London Borough of Sutton Parks Lighting Inventory
Section D: Cleaning and General Maintenance Services (CG)	CG1	Water Courses and Water Features Maintenance Schedule
	CG2	London Borough of Merton Parks and Cemeteries Locking Requirements
	CG3	London Borough of Sutton Parks Locking Requirements
	CG4	London Borough of Merton War Memorial Locations
	CG5	London Borough of Merton Public Toilets Locations
	CG6	London Borough of Sutton Public Toilets Locations
	CG7	London Borough of Merton Parks Litter Bins Schedule
	CG8	London Borough of Merton Car Parks
	CG9	London Borough of Sutton Parks Furniture by Location
	CG10	LBS Parks Buildings and Cleaning Requirements
Section E: Events Services (E)	E1	London Borough of Merton Events
Section F: Arboriculture Services (A)	A1	London Borough of Merton Tree Specification
	A2	London Borough of Merton Highways Trees Schedule
	A3	London Borough of Sutton Tree Strategy
	A4	London Borough of Sutton Tree Specification
Section G: Cemeteries Services (C)	C1	London Borough of Sutton Cemetery Data and Tasks
	C2	London Borough of Sutton Burial Numbers

	C3	London Borough of Merton Cemeteries Income Data
	C4	London Borough of Sutton, Bandon Hill Cemetery Regulations
	C5	London Borough of Sutton, Sutton Cemetery Regulations
	C6	London Borough of Merton Burial Numbers
	C7	London Borough of Merton Cemeteries Measurements
	C8	London Borough of Sutton Cemetery Measurements
	C9	London Borough of Merton Cemeteries Plots Hand Dig/Machine Dig
	C10	London Borough of Merton Cemeteries Interments Data
	C11	London Borough of Merton Cemeteries and War Memorial Tasks
Section I: Nature Conservation Services (NC)	NC1	London Borough of Sutton Meadow Cuts
	NC2	London Borough of Merton Grassland Mowing Specification
	NC3	London Borough of Merton Meadow Maps
	NC4	London Borough of Merton Habitat Meadow Mitcham Common Aerial Photograph
	NC5	London Borough of Sutton Parks Pictorial Meadows
	NC6	London Borough of Merton Mitcham Common and Mill Green Task Schedule
Section J: Ad Hoc Asset Investment (AP)	AP 1	Asset Pricing Schedule

## APPENDIX D

### Performance Quality Monitoring System

#### 1. Performance Quality Monitoring System Introduction

- 1.1. The Performance Quality Monitoring System (“PQMS”) is a tool that will be used to monitor the performance of the contract which shall be used by the Borough client team(s), the Contractor, and nominated community volunteers.
- 1.2. The PQMS calculates an overall PQMS score on a 1-7 point scale as set out in Table 1.

#### 2. The Feature Quality Assessment Methodology

- 2.1. At the Services Commencement Date the features for the purposes of this PQMS shall be defined as entire Sites as set out at Appendix H1 (Merton) and Appendix H2 (Sutton).
- 2.2. The Feature Quality Assessment (FQA) is the routine monitoring of a random selection of Features by trained auditors (the Contractor, Borough Officers, and stakeholders such as community volunteers).
- 2.3. The PQMS shall generate a random selection of Features to be inspected each month. The initial agreed minimum number of observations for each Borough, spaced out throughout the year, for first Contract Year is 250 for each Borough.
- 2.4. Each year at the annual review, the Contractor will agree with each of the Boroughs its commitment to the inspections schedule. Any shortfall between the number carried out by the Boroughs and the required number will be the responsibility of the contractor to organise/carry out.
- 2.5. The Contractor shall provide all such training, materials and equipment required to any of the Boroughs’ staff and nominated community volunteers who will carry out Feature Quality Assessments. The cost of such training, materials and equipment is to be borne by the Contractor.
- 2.6. The PQMS process will be available for use from 2<sup>nd</sup> February 2017. The image below illustrates the way that the system enables the administrator to create a new inspection sample upon the request of the inspector. In the first instance the inspection sheet will be emailed to the inspector. In accordance with the ICT timetable as set out within the **Schedule 2** (Mobilisation Plan) the system will be changed such that inspections will be generated by the inspector him/herself via an online application. The format of that may be different to that illustrated.

**Quality Inspection Sheet**

Sample	Date	Area	Site/Road	Grass Cutting	Street Lighting	Street Signs	Highways	Waste Provision	Pavement	Drainage/Chimney	Fences/Leads?	Leaves	Litter	Tree Health	Street Markings	Time	Date of Inspection	Comments
18-Feb	Southam		Hendon Lane	1	1	1	1	1	1	1	1	1	1	1	1			
18-Feb	Leamington Spa		Coleby Way	1	1	1	1	1	1	1	1	1	1	1	1			
18-Feb	Leamington Spa		School Street	1	1	1	1	1	1	1	1	1	1	1	1			
18-Feb	Warwick		Oliver Close	1	1	1	1	1	1	1	1	1	1	1	1			
18-Feb	Warwick		Oliver Lane	1	1	1	1	1	1	1	1	1	1	1	1			
18-Mar	Southam		Milners Road	1	1	1	1	1	1	1	1	1	1	1	1			
18-Mar	Leamington Spa		Star Bank	1	1	1	1	1	1	1	1	1	1	1	1			
18-Mar	Leamington Spa		Langville Avenue	1	1	1	1	1	1	1	1	1	1	1	1			
18-Mar	Warwick		The Ridings	1	1	1	1	1	1	1	1	1	1	1	1			
18-Mar	Warwick		All Saints Road	1	1	1	1	1	1	1	1	1	1	1	1			
18-Apr	Southam		Marsden Close	1	1	1	1	1	1	1	1	1	1	1	1			
18-Apr	Leamington Spa		Hill Street	1	1	1	1	1	1	1	1	1	1	1	1			
18-Apr	Leamington Spa		Hambley Street	1	1	1	1	1	1	1	1	1	1	1	1			
18-Apr	Warwick		Bridge Street	1	1	1	1	1	1	1	1	1	1	1	1			
18-Apr	Warwick		Beacons Drive	1	1	1	1	1	1	1	1	1	1	1	1			
18-May	Southam		Vard Close	1	1	1	1	1	1	1	1	1	1	1	1			
18-May	Leamington Spa		Alagon Drive	1	1	1	1	1	1	1	1	1	1	1	1			
18-May	Leamington Spa		Lichen Street	1	1	1	1	1	1	1	1	1	1	1	1			
18-May	Warwick		Star Street	1	1	1	1	1	1	1	1	1	1	1	1			
18-May	Warwick		Dr Laurence Avenue	1	1	1	1	1	1	1	1	1	1	1	1			
18-Jun	Southam		Oliver Avenue	1	1	1	1	1	1	1	1	1	1	1	1			
18-Jun	Leamington Spa		Shrovington Avenue	1	1	1	1	1	1	1	1	1	1	1	1			
18-Jun	Leamington Spa		Shakespeare Avenue	1	1	1	1	1	1	1	1	1	1	1	1			
18-Jun	Warwick		Flying Avenue	1	1	1	1	1	1	1	1	1	1	1	1			
18-Jun	Warwick		Varden Avenue	1	1	1	1	1	1	1	1	1	1	1	1			
18-Jul	Southam		Shelley Avenue	1	1	1	1	1	1	1	1	1	1	1	1			
18-Jul	Leamington Spa		Oliver Avenue	1	1	1	1	1	1	1	1	1	1	1	1			
18-Jul	Leamington Spa		Finney Way	1	1	1	1	1	1	1	1	1	1	1	1			
18-Jul	Warwick		Stratford Road	1	1	1	1	1	1	1	1	1	1	1	1			
18-Jul	Warwick		Moorcroft Drive	1	1	1	1	1	1	1	1	1	1	1	1			
18-Aug	Southam		Diep Croft	1	1	1	1	1	1	1	1	1	1	1	1			
18-Aug	Leamington Spa		Edgell Drive	1	1	1	1	1	1	1	1	1	1	1	1			
18-Aug	Leamington Spa		Penny Lane	1	1	1	1	1	1	1	1	1	1	1	1			
18-Aug	Warwick		Tapping Way	1	1	1	1	1	1	1	1	1	1	1	1			



2.7. Auditors shall carry out each Feature Quality Assessment (FQA) and assign scores in accordance with the scoring structure set out in Table 1.

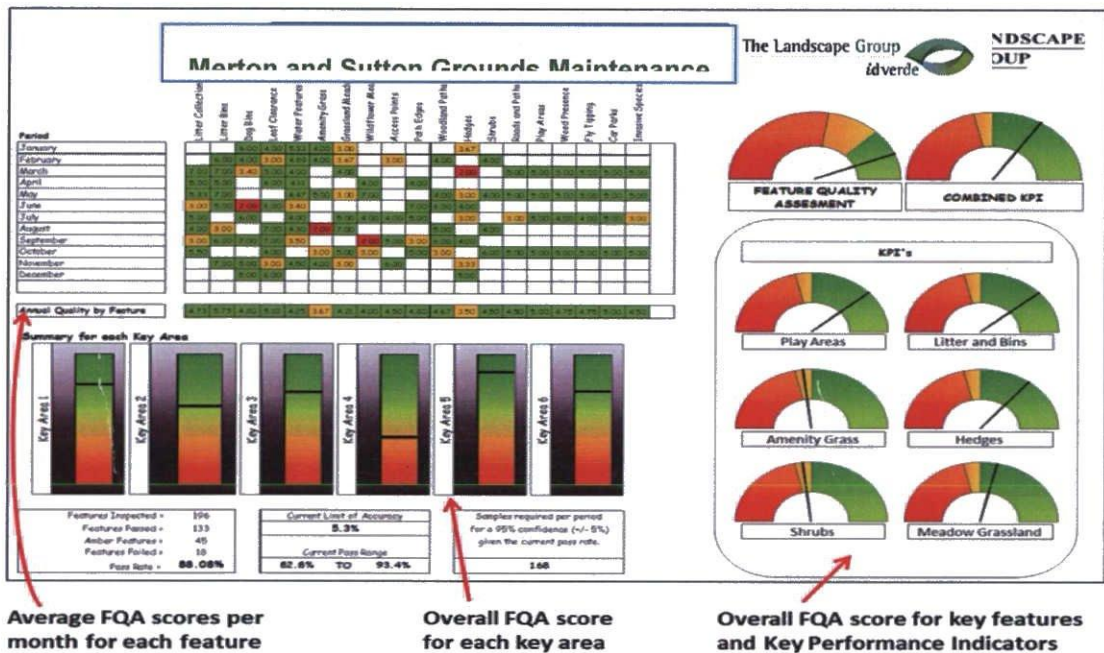
Table 1 PQMS Scoring Gradings

Score	Rating Description
7	<p><b>Grounds:</b> All parks features: play areas, grass cutting, bin clearance, litter, hedges, flower beds, rose and shrub beds, play areas etc.) are exemplary. Sports and leisure areas are clearly and accurately marked in a timely fashion, are also safe and maintained in exemplary condition.</p> <p><b>Cleansing:</b> Absence of all litter, detritus, excreta, leaf fall (on paths/playing surfaces) etc. meeting COPLAR Grade A if immediately after a visit, otherwise A-</p>
6	<p><b>Grounds:</b> All parks features: play areas, grass cutting, bin clearance, litter, hedges, flower beds, rose and shrub beds, play areas etc are maintained above contract standard. Sports and Leisure areas are clearly and accurately marked in a timely fashion and are safe and maintained in very good condition</p> <p><b>Cleansing:</b> Absence of litter and excreta on sports and play areas and absence of almost all detritus and leaf fall (on paths/ playing surfaces) etc. in other areas. COPLAR GRADE A minus. If immediately after a visit otherwise B.</p>
5	<p><b>Grounds:</b> All features: play areas, grass cutting, bin clearance, litter and features are maintained to the optimum standard (this is fully compliant with the specification and meets the contract standards). Sports and leisure areas are clearly and accurately marked and ready for use in a timely fashion.</p> <p><b>Cleansing:</b> Predominately free of litter, detritus, leaf fall(on paths/playing surfaces), absence of excreta in play and leisure areas, meeting COPLAR grade B- but restored to Grade A within 4 hours of inspection.</p>
4	<p><b>Grounds:</b> The features are mostly contract standard though do not achieve in all aspects</p> <p><b>Cleansing:</b> The distribution of litter, detritus, excreta, leaf fall(on paths/playing surfaces) etc. does not quite meet contract standard COPLAR GRADE C but restored to A within 4 hours</p>
3	<p><b>Grounds:</b> Several features are maintained below contract standard</p> <p><b>Cleansing:</b> Widespread distribution of litter, detritus, excreta, leaf fall (on paths/playing surfaces) etc. COPLAR GRADE C</p>
2	<p><b>Grounds:</b> Most features are poorly maintained and well below contract standard.</p> <p><b>Cleansing:</b> Widespread distribution and accumulation of litter, detritus, excreta, leaf fall (on paths/playing surfaces) etc. COPLAR grade C minus.</p>
1	<p><b>Grounds:</b> There are Health and Safety concerns, scheduled checks have not been made and or most features are unmaintained and considerably below contract standard in all aspects.</p> <p><b>Cleansing:</b> Heavy distribution of litter, detritus, excreta, leaf fall (on paths/playing surfaces)etc. COPLAR grade D-</p>

2.8. Upon completion of a FQA, the Contractor, Authorised Officer or nominated community volunteers shall either enter the results using their smart phones or email the completed

inspection form to the Contractor's contract administrator(s). The data shall then be entered into the system where the monitoring data is recorded and collated.

- 2.9. The Contractor's contract administrator(s) and the Boroughs shall have direct access to the PQMS for the purposes of either entering the monitoring data and/or viewing progress or monthly reports. Access to the PQMS shall be provided via the Contractor's Citrix web site portal, either from any internet enabled PC, or via an iPad (or similar), pre-loaded with the necessary Citrix client server software, which shall be provided by the Contractor. Security and system integrity shall be protected using an RSA secure ID tag that will identify the user and prevent unauthorised access.
- 2.10. The FQA dashboard illustrated below is created following the upload of inspection data. The dashboard shall be available for access by the Authorised Officer at anytime by means of web-based access as outlined in paragraph 2.9. The illustration below is an example dashboard only.



### 3. Calculation of the Overall PQMS Score

- 3.1. For the system to adequately reflect the overall quality of the work on features across the Contract, it is important that sufficient random observations are made. The dashboard shall automatically display the number of inspections required and compare them to the actual number of inspections carried out. Responsibility for carrying out the inspections is outlined in paragraph 2.3.
- 3.2. In each PQMS Year, a total of £27,000 per annum shall be deducted from the Annual Contract Payment against the PQMS score, which shall be calculated as a monthly retention amount for each Borough as set out in paragraph 17.1.1 of **Schedule 5** (Payment Mechanism).
- 3.3. Up to 100% of this retention fund shall be paid back to the Contractor as an annual payment, dependent upon performance in the PQMS in accordance with the calculation as set out in paragraph 17.1 of **Schedule 5** (Payment Mechanism). Any annual payment made shall be divided equally between permanent employees engaged in the Services and paid out as a bonus payment.

## **APPENDIX E**

### **Perpetual Customer Survey**

The Parties acknowledge and agree the provisions of paragraph 1.7 of **Part 1 of Schedule 2** (Mobilisation Plan), and agree that the Customer Survey Payment shall be calculated in accordance with paragraph 18 of **Schedule 5** (Payment Mechanism) once the form of the Perpetual Customer Survey has been agreed (and inserted into this **Appendix E**) and adopted by the Contractor.



## APPENDIX F

### Ad Hoc Works Orders

#### 1. NOTIFICATION AND SPECIFICATION

- 1.1 In accordance with the Specification, the Contractor may be required to carry out certain ad hoc Services from time to time.
- 1.2 At any time during the Contract Period, the Authorised Officer may request the Contractor carry out ad hoc Services by completing section 1 of an Ad Hoc Works Order Form and serving such Ad Hoc Works Order Form on the Contractor. The Authorised Officer shall specify in the Ad Hoc Works Order Form whether additional authorisation by (or consultation with) a Borough representative/contract manager (as appropriate) is required.

#### 2. CONTRACTOR RESPONSE

- 2.1 Within five (5) Business Days of receipt of the Ad Hoc Works Order Form, the Contractor shall confirm to the Authorised Officer in writing:
  - 2.1.1 the cost of providing the Services specified in the Ad Hoc Works Order (and such cost shall not exceed the applicable rates set out in the Schedule of Rates), and the time period for carrying out such Services; or
  - 2.1.2 where there are no applicable rates in the Schedule of Rates, the estimated cost of providing the Services specified in the Ad Hoc Works Order, such estimated cost shall be fair and reasonable and shall be calculated on the basis that:
    - 2.1.2.1 wherever practicable, the Contractor shall procure that such Services are carried out by an existing and suitably qualified member of Staff, and where such Services are to be carried out within core hours, no labour element shall be charged to the Boroughs in respect of such works (and where such Services cannot be carried out by an existing member of Staff, the cost of the labour element shall be calculated in accordance with the Schedule of Rates); and
    - 2.1.2.2 the materials element of the estimated cost shall be the cost of materials to the Contractor and there shall be no management fee, margin, overhead, contingency or other cost applied to such costs.
- 2.2 The Authorised Officer may, following receipt of the Contractor's response given pursuant to paragraph 2.1:
  - 2.2.1 accept the Contractor's estimate by completing section 3 of the Ad Hoc Works Order Form and serving the completed form on the Contractor; or
  - 2.2.2 object in writing to the estimated cost, and in such circumstances the Parties shall act reasonably to agree, as soon as practicable, how the Services specified in the Ad Hoc Works Order are to be priced and/or implemented. If the Parties cannot agree how the Services specified in the Ad Hoc Works Order are to be priced and/or implemented, then the Authorised Officer may withdraw the Ad Hoc Works Order and the Council (or relevant Borough) may carry out such works/services itself and paragraph 4.3 shall apply.
- 2.3 The Contractor shall make no additional charge to the Boroughs for processing, implementing or managing Ad Hoc Works Order or the Services estimated for and/or provided pursuant to such Ad Hoc Works Order.

### 3. IMPLEMENTATION

- 3.1 If the Authorised Officer has accepted the Contractor's estimate in accordance with paragraph 2.2.1, the Contractor provide the Services required pursuant to the Ad Hoc Works Order within the timescales specified in the Authorised Officer's acceptance of the Contractor's estimate pursuant to paragraph 2.2.1. The Contractor shall provide such Services so as to minimise any inconvenience to the Borough and shall notify the Authorised Officer in writing when it believes that such Services have been completed.
- 3.2 In the event of a dispute, either Party may refer such dispute to the Dispute Resolution Procedure. Where such dispute concerns the cost of the Services to be provided pursuant to an Ad Hoc Works Order, the Contractor shall, notwithstanding such dispute, be required to carry out or implement such Services within the prescribed timescales set out in the relevant Ad Hoc Works Order.
- 3.3 Where the Contractor has either:
- 3.3.1 failed to provide a response to an Ad Hoc Works Order pursuant to paragraph 2 (Contractor Response) within fifteen (15) Business Days of the date on which such Ad Hoc Works Order was issued by the Authorised Officer in accordance with paragraph 1; or
  - 3.3.2 failed to perform the Services required pursuant to the authorised Ad Hoc Works Order,

then the Authorised Officer may notify the Contractor that the Ad Hoc Works Order is withdrawn and following such notification, the Borough may procure the implementation of the services specified in the Ad Hoc Works Order without further recourse to the Contractor.

- 3.4 No changes shall be made to the Contract as a result of an Ad Hoc Works Order, unless otherwise agreed between the Parties.

### 4. PAYMENT

- 4.1 Payment for Services provided pursuant to an Ad Hoc Works Order shall be claimed by the Contractor as part of its invoice submitted to the Council in accordance with **clause 28** (Monthly Report and Invoice) of the Conditions of Contract. The Monthly Report accompanying such invoice shall detail the Services provided pursuant to the Ad Hoc Works Order and the cost of such Services, in accordance with the requirements of **Schedule 6** (Reporting Requirements).
- 4.2 Payment for Services provided pursuant to an Ad Hoc Works Order shall be made subject to paragraph 4.1 and in accordance with **clause 31** (Certification and Payment) of the Conditions of Contract.
- 4.3 No adjustment of any core or fixed payments as set out in **Schedule 5** (Payment Mechanism) shall be made as a result of any Ad Hoc Works Order (or any Services carried out pursuant to it) unless agreed between the Parties in accordance with the provisions of **clause 24** (Variations) of the Conditions of Contract and/or **Schedule 10** (Base Case and Revision of Base Case).
- 4.4 The Parties acknowledge and agree that the performance of any ad hoc Services provided pursuant to an Ad Hoc Works Order shall only be authorised once section 3 of the relevant Ad Hoc Works Order Form has been signed and completed by the Authorised Officer.



**Appendix 1 to Appendix F**

**Ad Hoc Works Order Form**

<b>Lot 2 Ad Hoc Works Order</b>			
<b>1. REQUEST FOR SERVICES</b> (to be completed by the Authorised Officer)			
<b>Ad Hoc Works Order Form Reference Number</b>	<i>i.e. each borough has a letter reference (M001, S001)</i>		
<b>Borough</b>	<i>i.e. Merton</i>		
<b>Contact details</b>	<i>i.e. name, post, email address and telephone number of officer making request</i>		
<b>Service Category</b>	<i>i.e. F - Arboriculture</i>		
<b>Service Description</b>	<i>i.e. Pollarding of trees listed in Schedule TC1</i>		
<b>Schedule of Rates reference</b>	<i>i.e. 77, 13 (Note that each Schedule of Rates item will be given a unique number)</i>		
<b>Cost Centre</b>			
<b>Description of Ad Hoc Services required</b>	<i>i.e. carry out pollarding at Wimbledon Park Road c.f. site meeting</i>		
<b>Location where Ad Hoc Services are to be carried out</b>			
<b>Contact name on Site</b>	<i>i.e. Building Manager's name and telephone number</i>		
<b>Access Arrangements (delete as appropriate)</b>	none required / contact Building Manager or key holder / book in at office reception / book specific time to attend		
<b>Implementation Date (optional)</b>	...../...../20.....	<b>Completion Date (optional)</b>	...../...../20.....
<b>Request delivered to</b>	<i>(individuals name)</i>		acting on behalf of the Contractor
<b>Due diligence by Borough representative/contract manager required?</b>	<b>YES/NO</b> (if yes, provide summary of input required)		
<b>2. CONTRACTOR'S RESPONSE TO REQUEST FOR SERVICES</b> (to be completed by the			

**Contract Manager)**

<b>Cost for these ad hoc Services</b>	£		
<b>Time for these ad hoc Services</b>	<b>Hours/Days (delete as appropriate)</b>		
Frequency of ad hoc Services in Month			
Aggregate Cost of Monthly ad hoc Services	£		
<b>Issued on behalf of Contractor by the Contract Manager</b>	Signature:		
Date:	...../...../20....	Print Name:	

**3. REQUEST FOR SERVICES (to be completed by the Authorised Officer)**

Signature by the Authorised Officer below authorises this Ad Hoc Works Order and instructs the provision of the ad hoc Services above in accordance with the Contractor's response set out above, and such Services shall be completed (*Authorised Officer to select option (i), (ii) or (iii) above by inserting an X in the relevant box*):

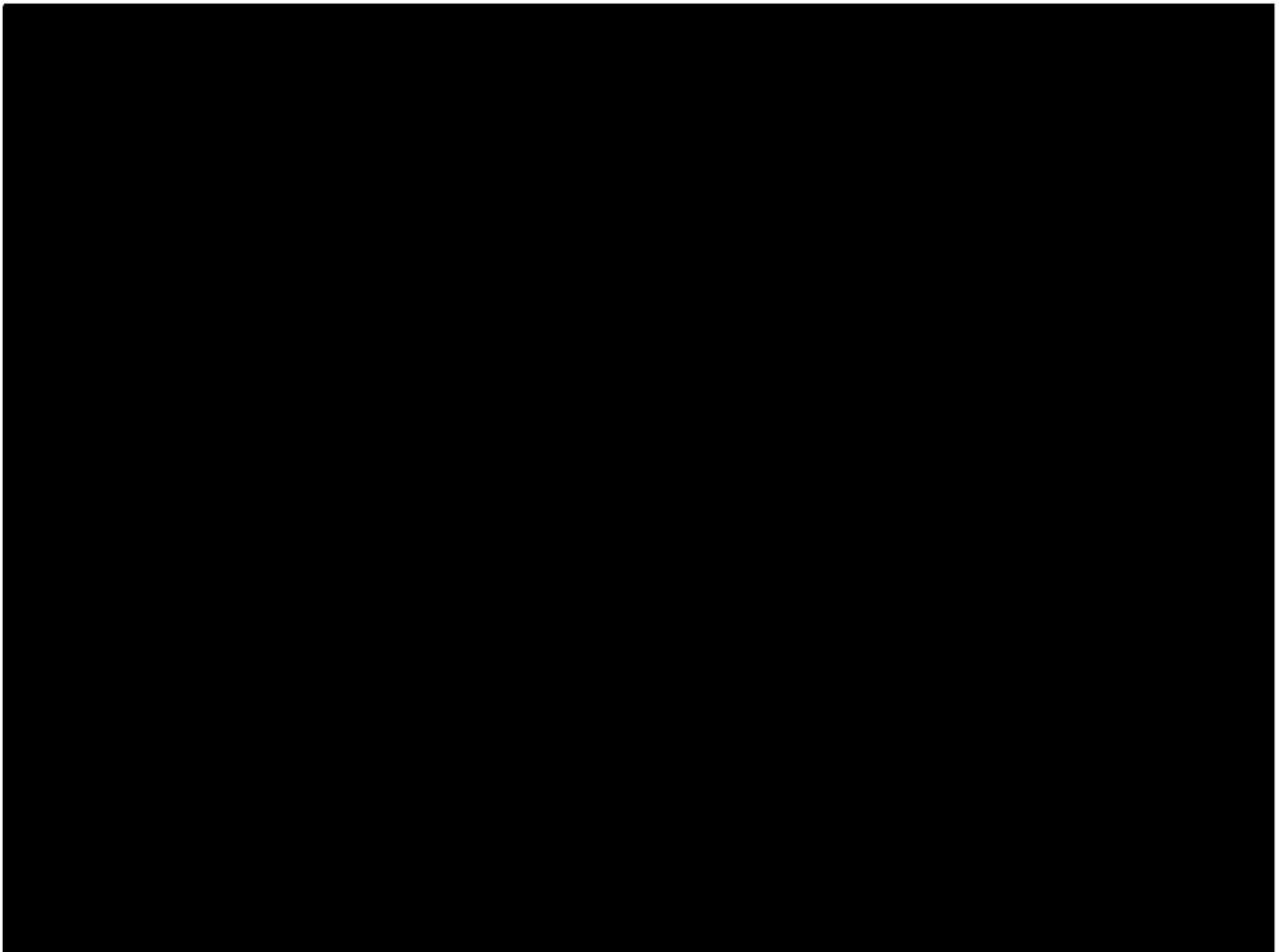
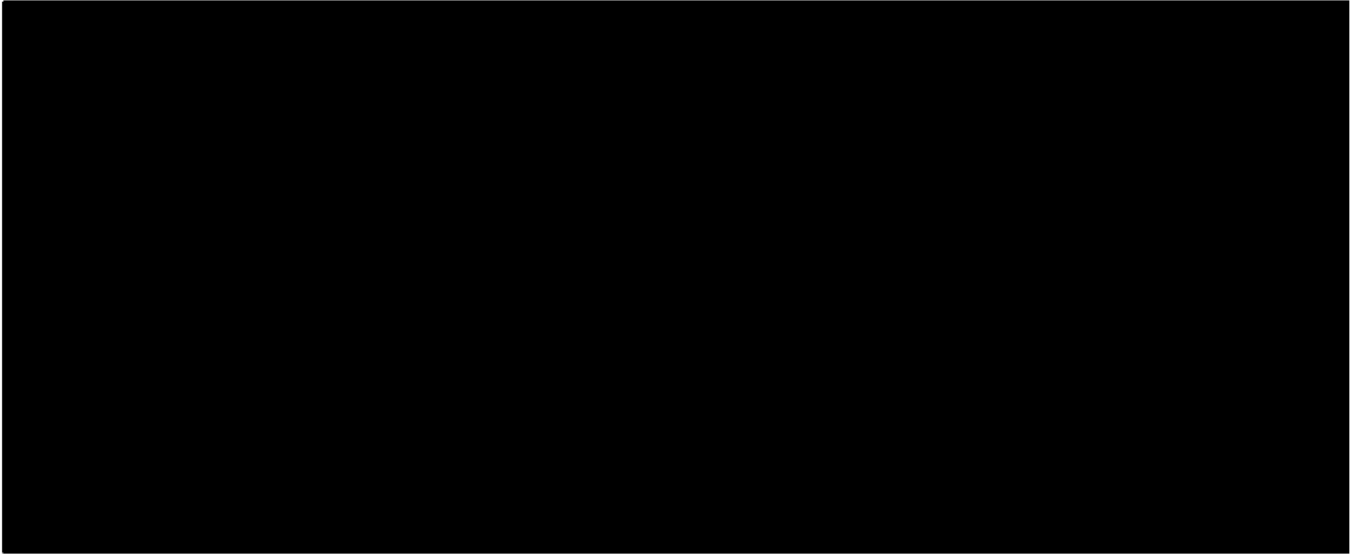
(i) in accordance with the timescales set out in section 1 of this Ad Hoc Works Order Form;	<input type="checkbox"/>
(ii) by no later than fifteen (15) Business Days of the date below; or	<input type="checkbox"/>
(iii) within such other period to be agreed in writing between the Parties (date to be specified below): .....	<input type="checkbox"/>

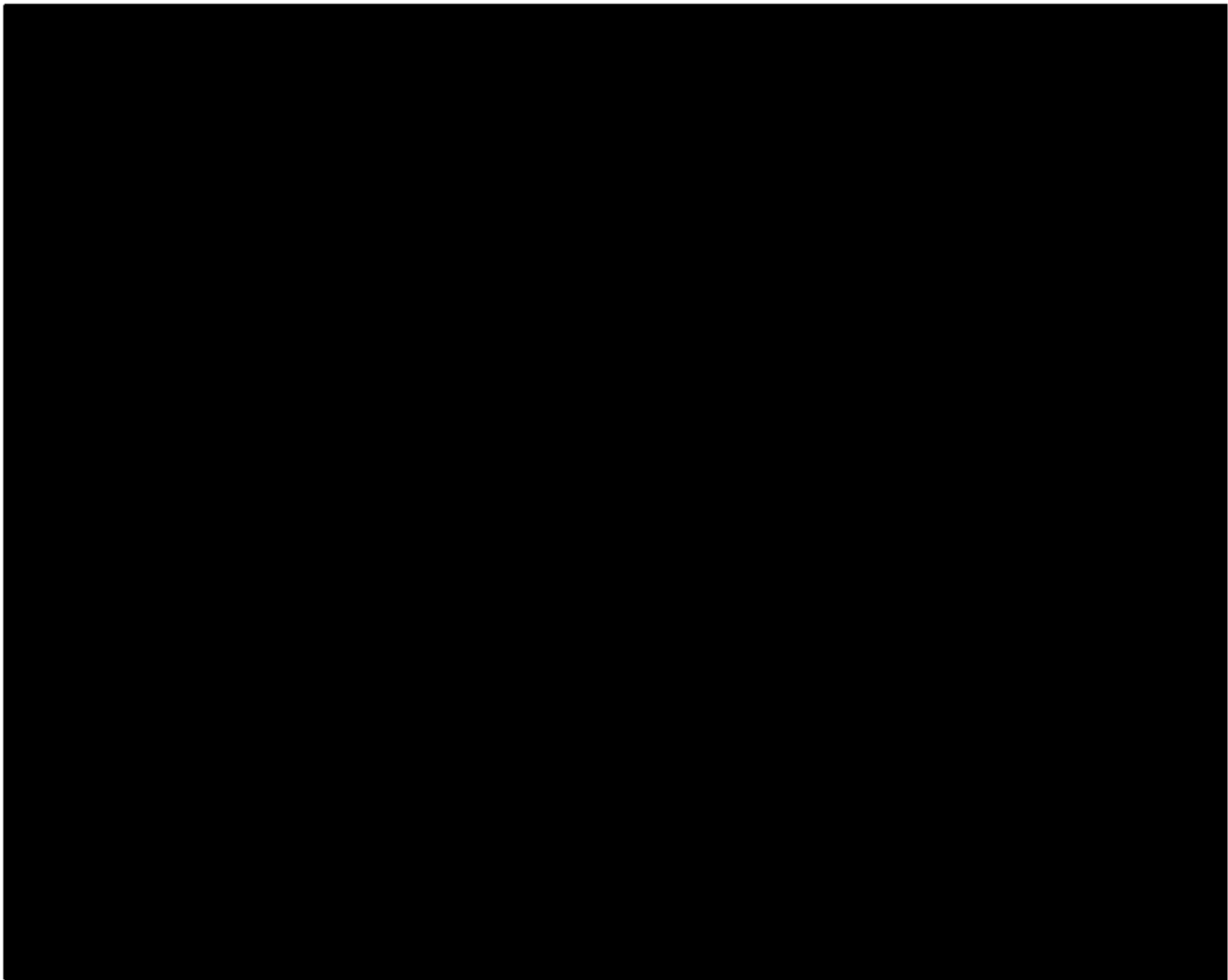
<b>Issued on behalf of Council by the Authorised Officer</b>	Signature:		
Date:	...../...../20....	Print Name:	

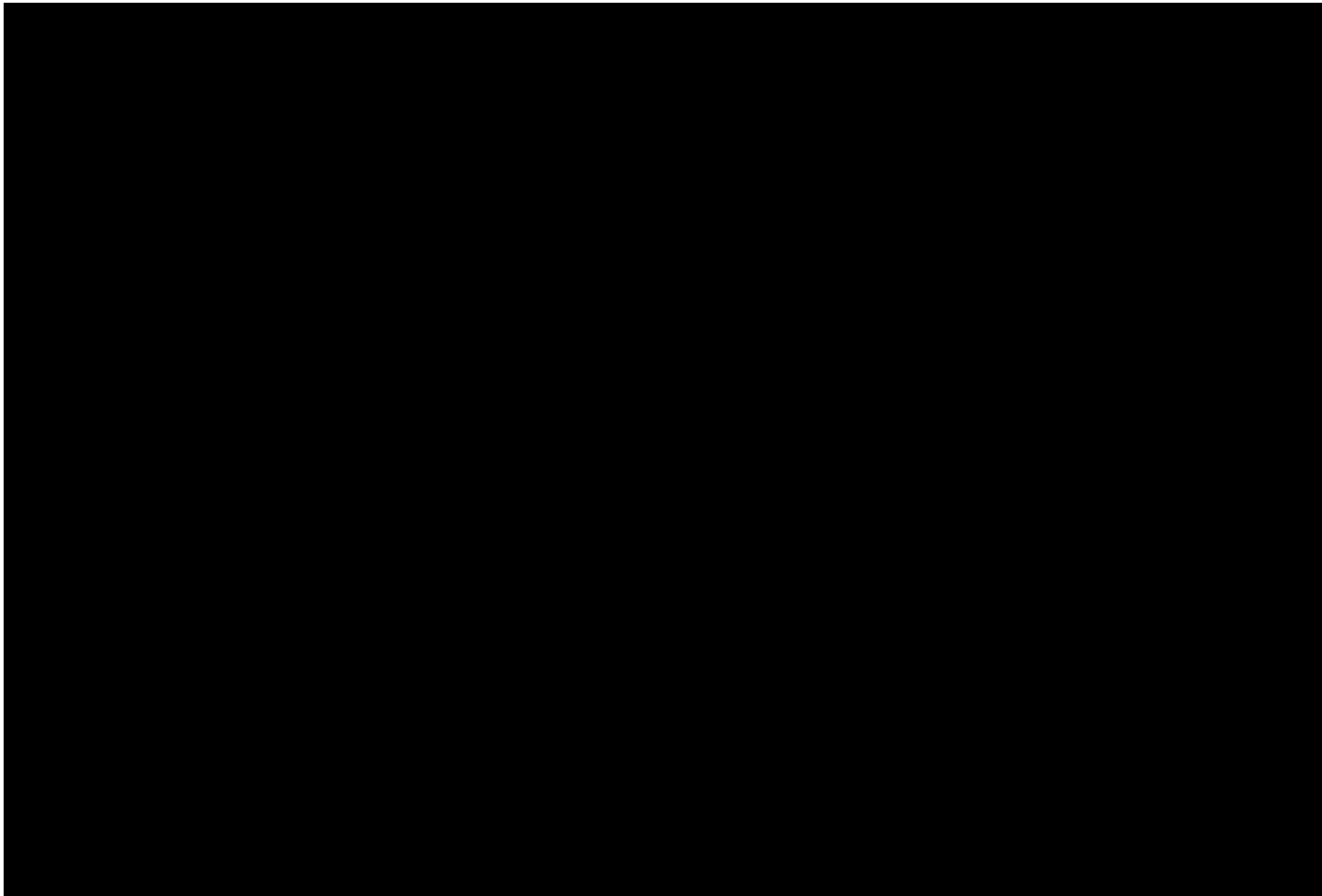
**SCHEDULE 2**

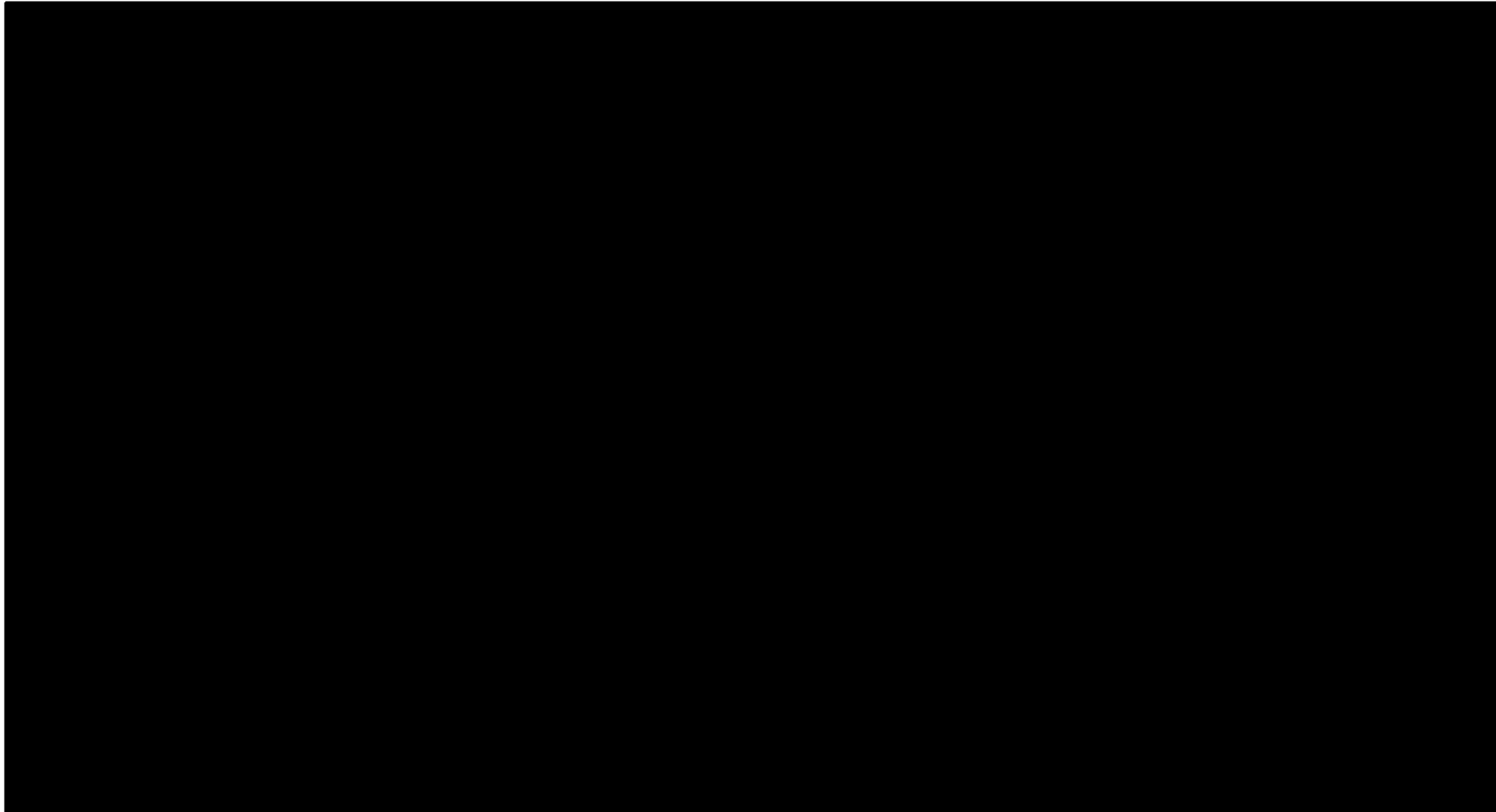
**Mobilisation Plan**

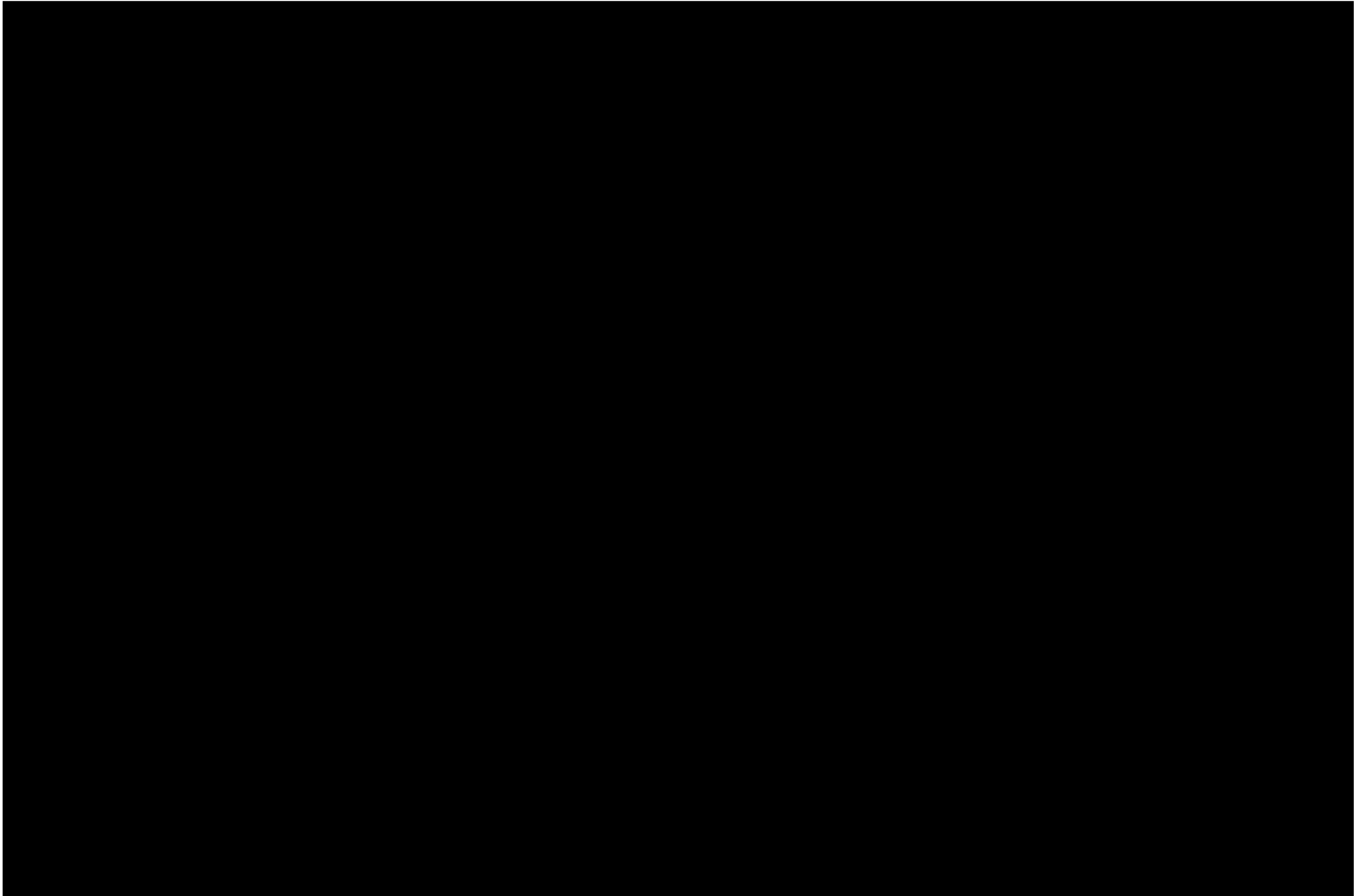
**Part 1: Introduction**

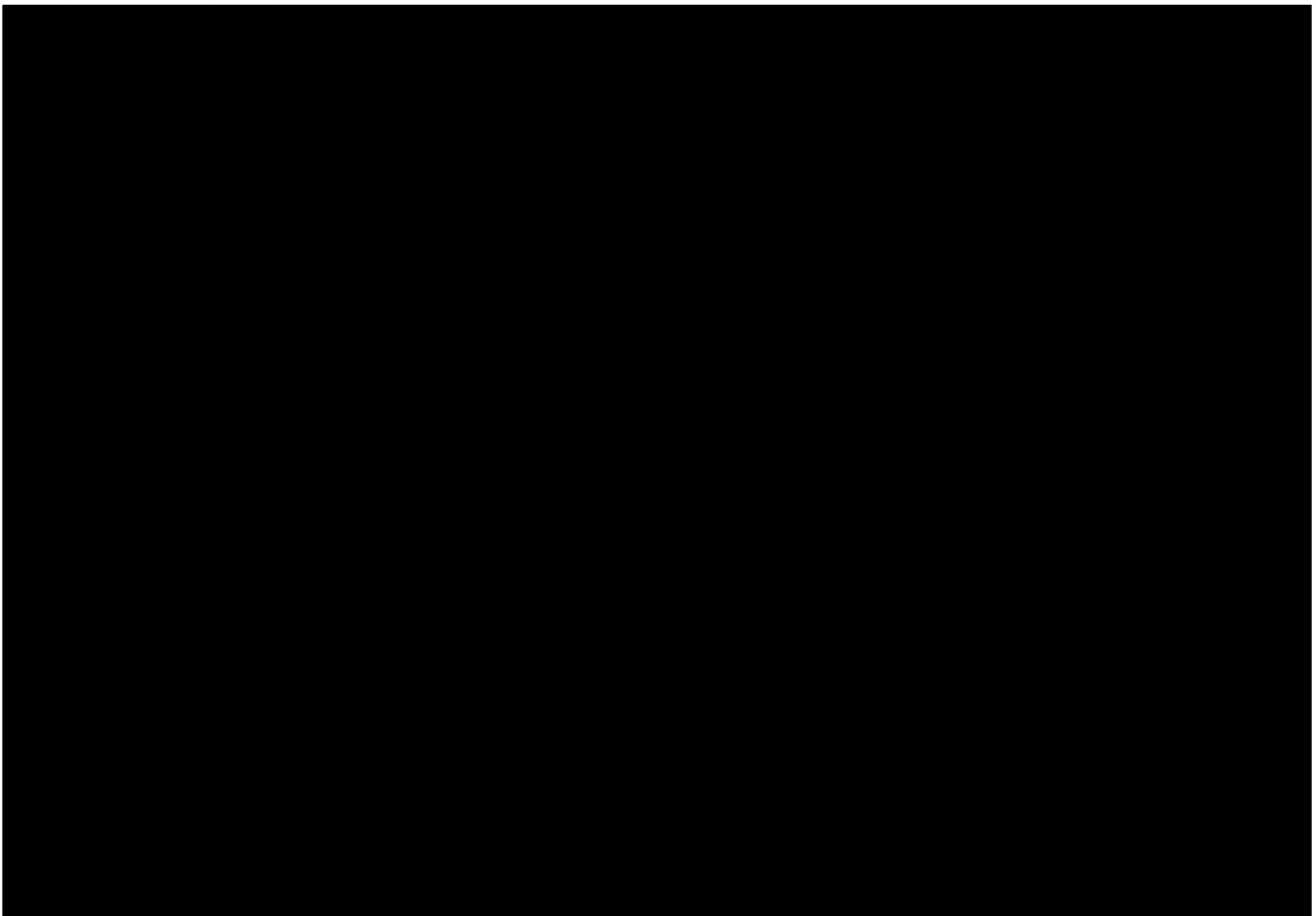




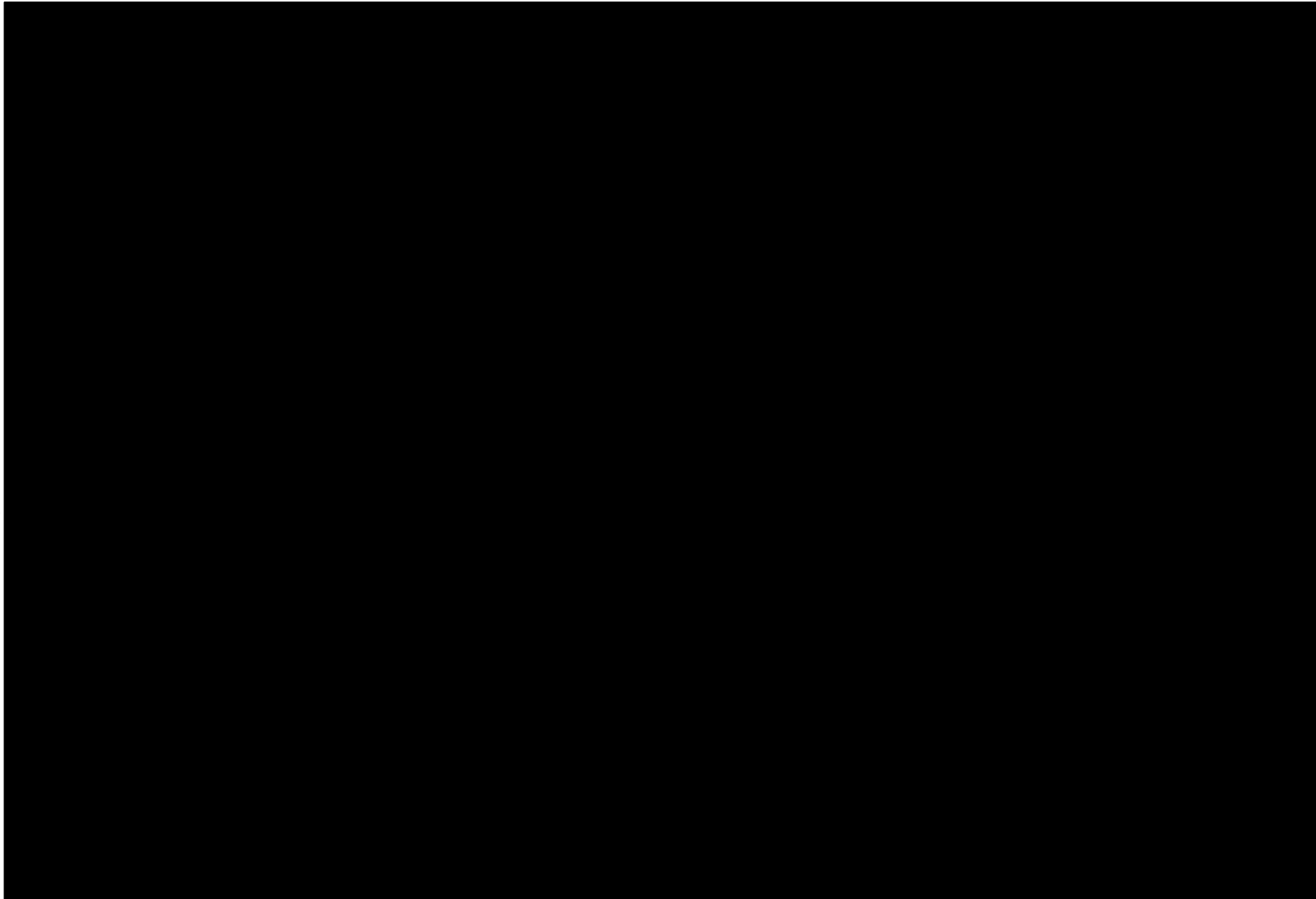




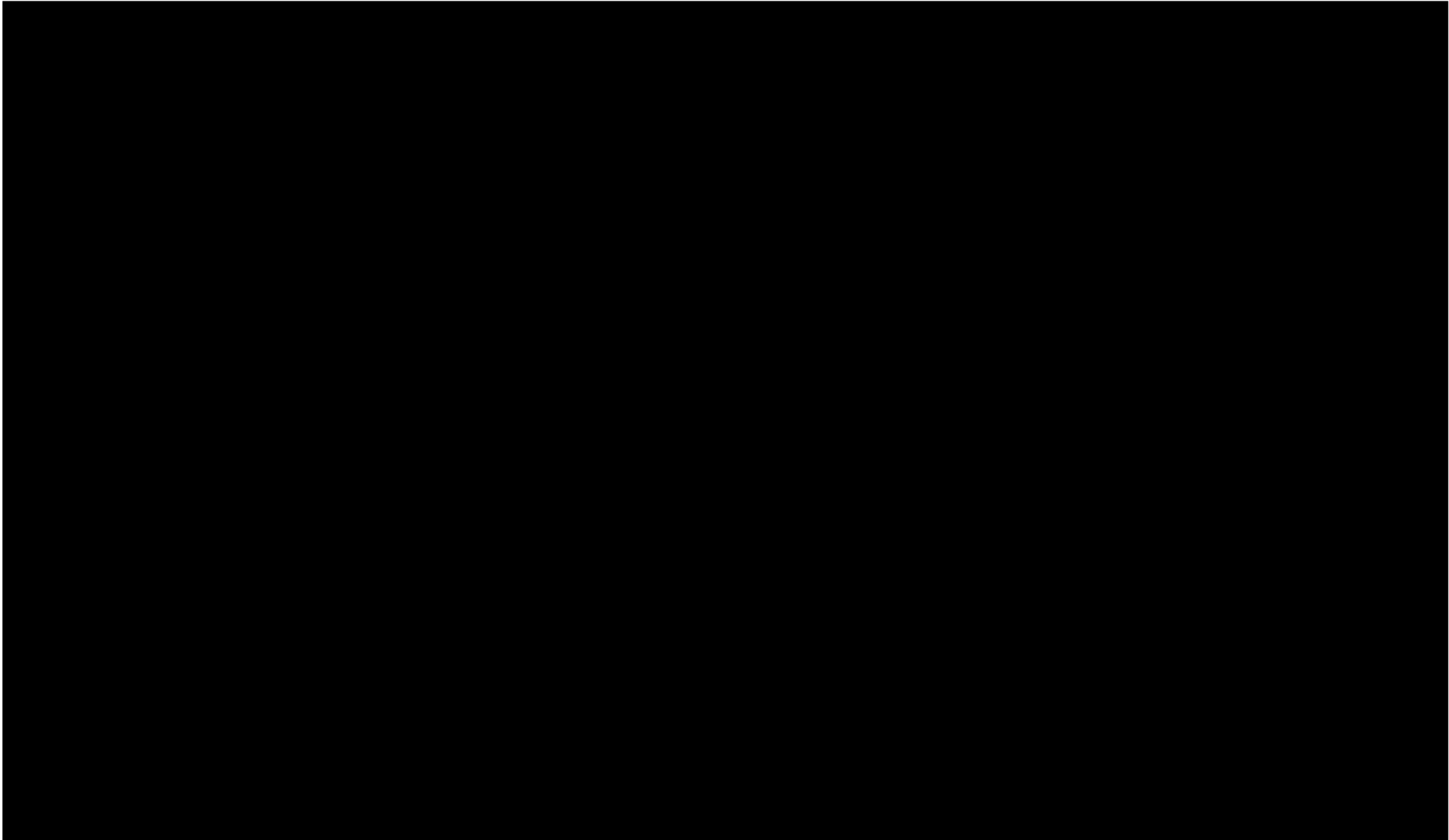


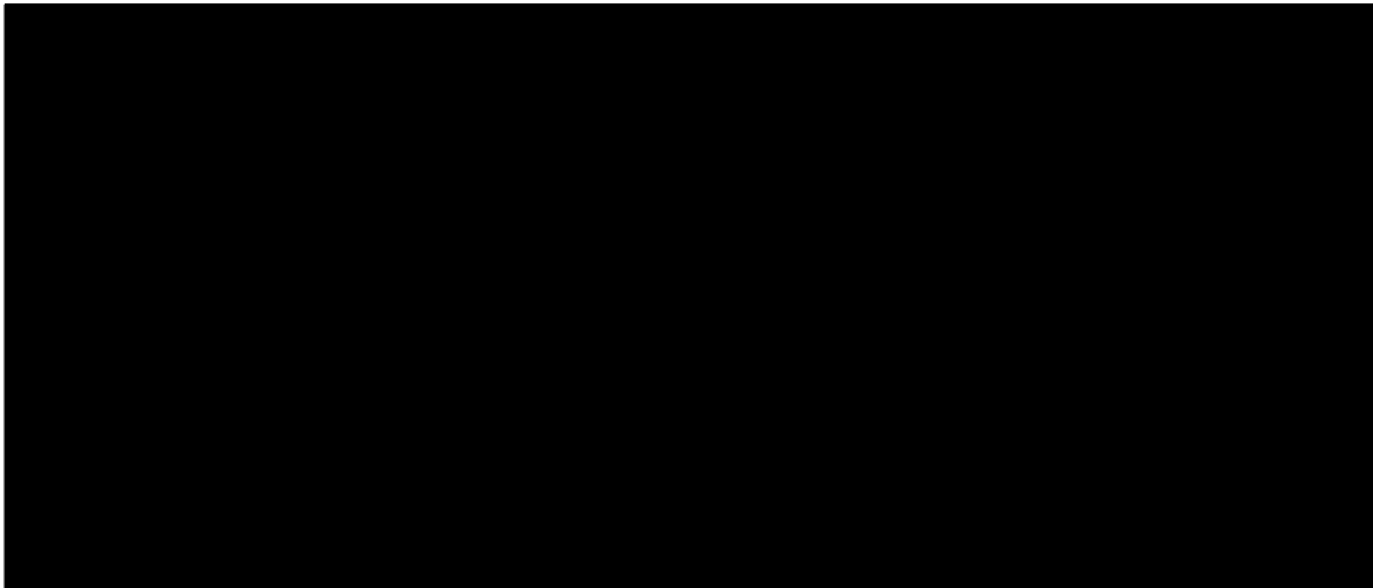




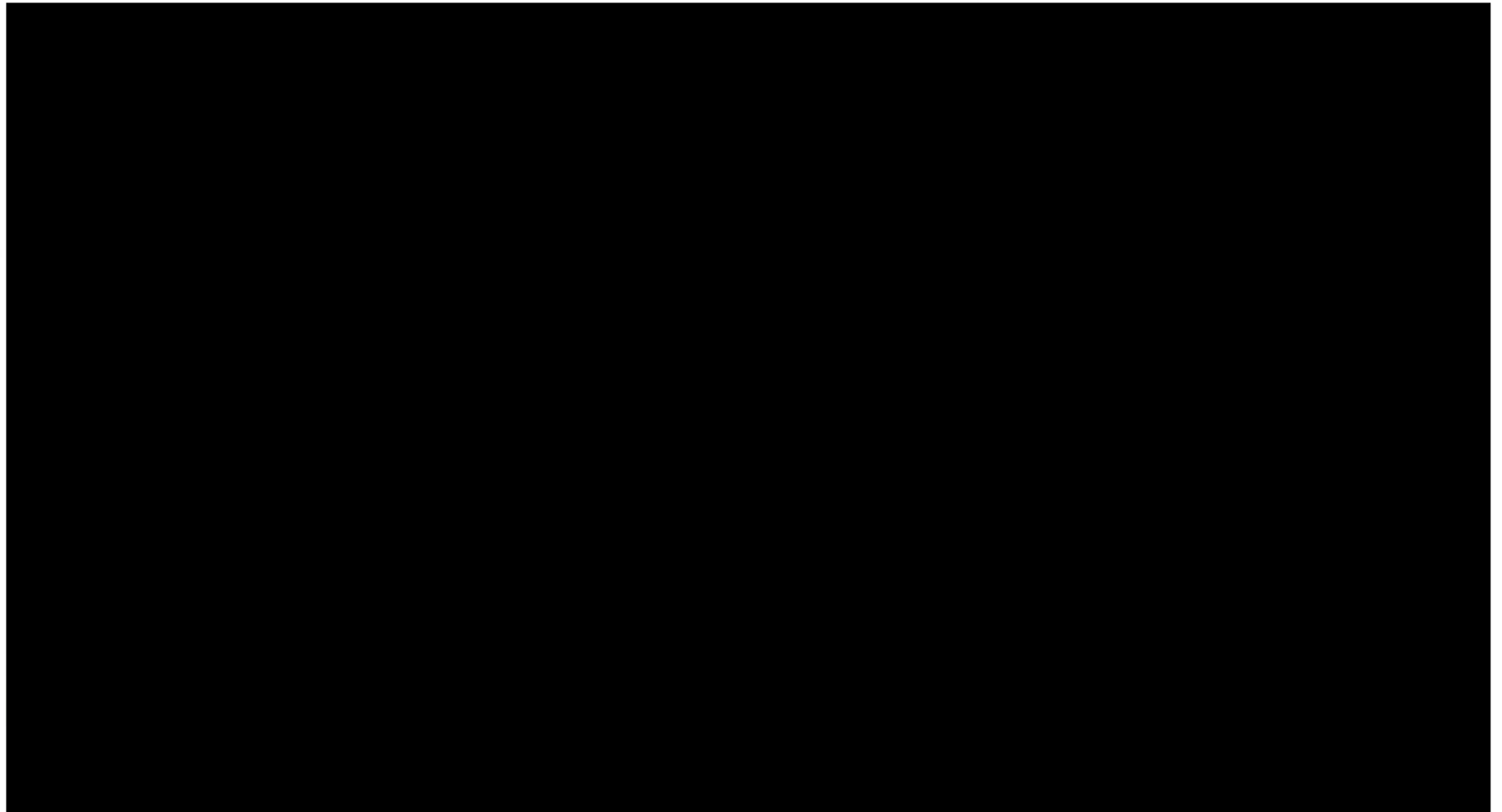


## **Part 2: Mobilisation Plan**



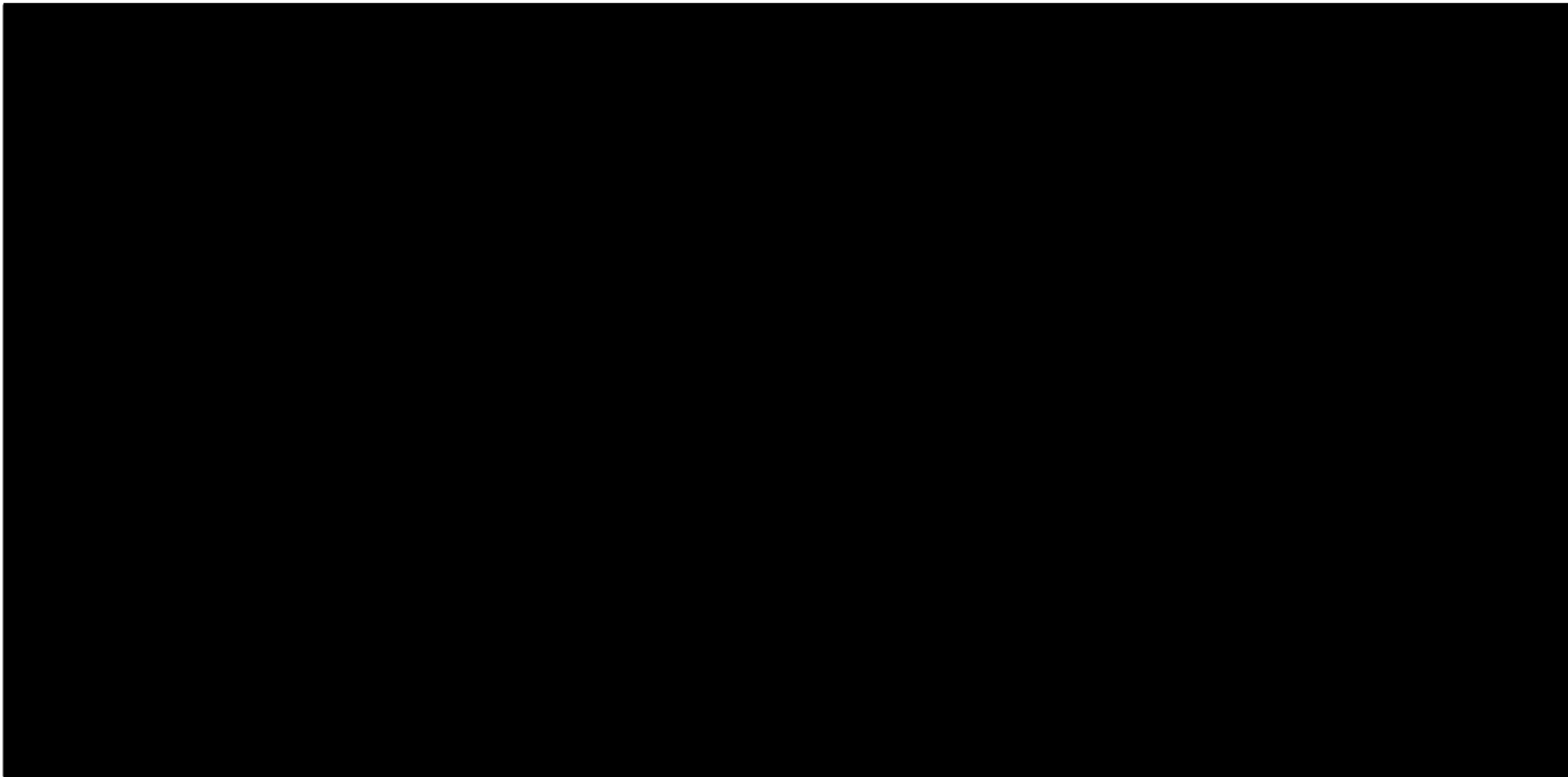


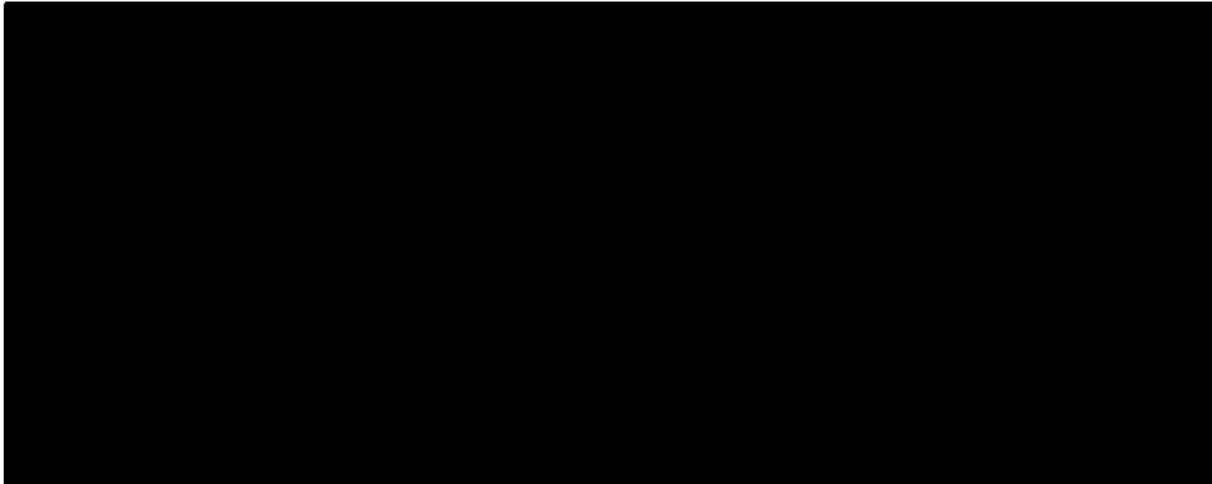
## Mobilisation Team



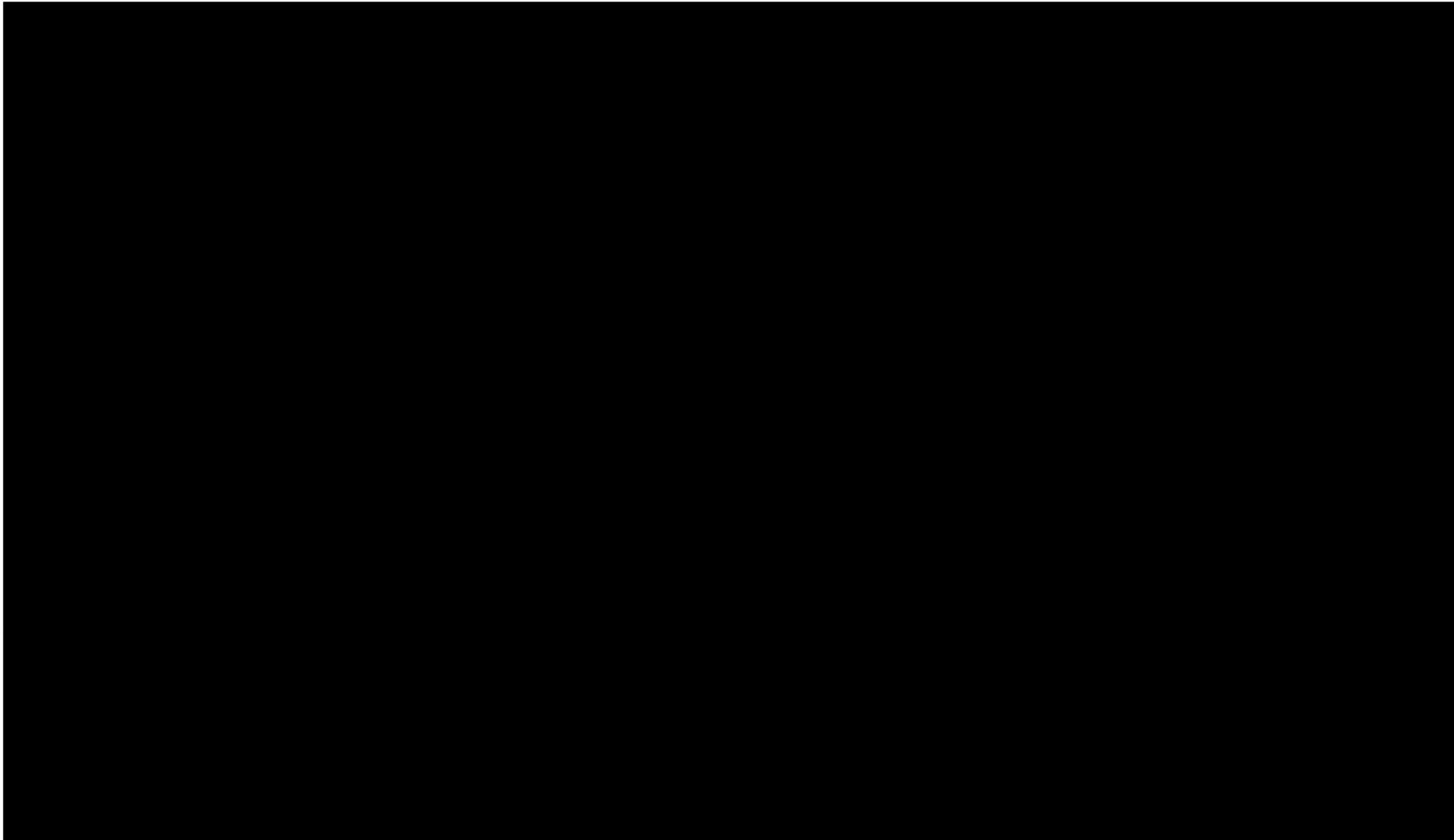


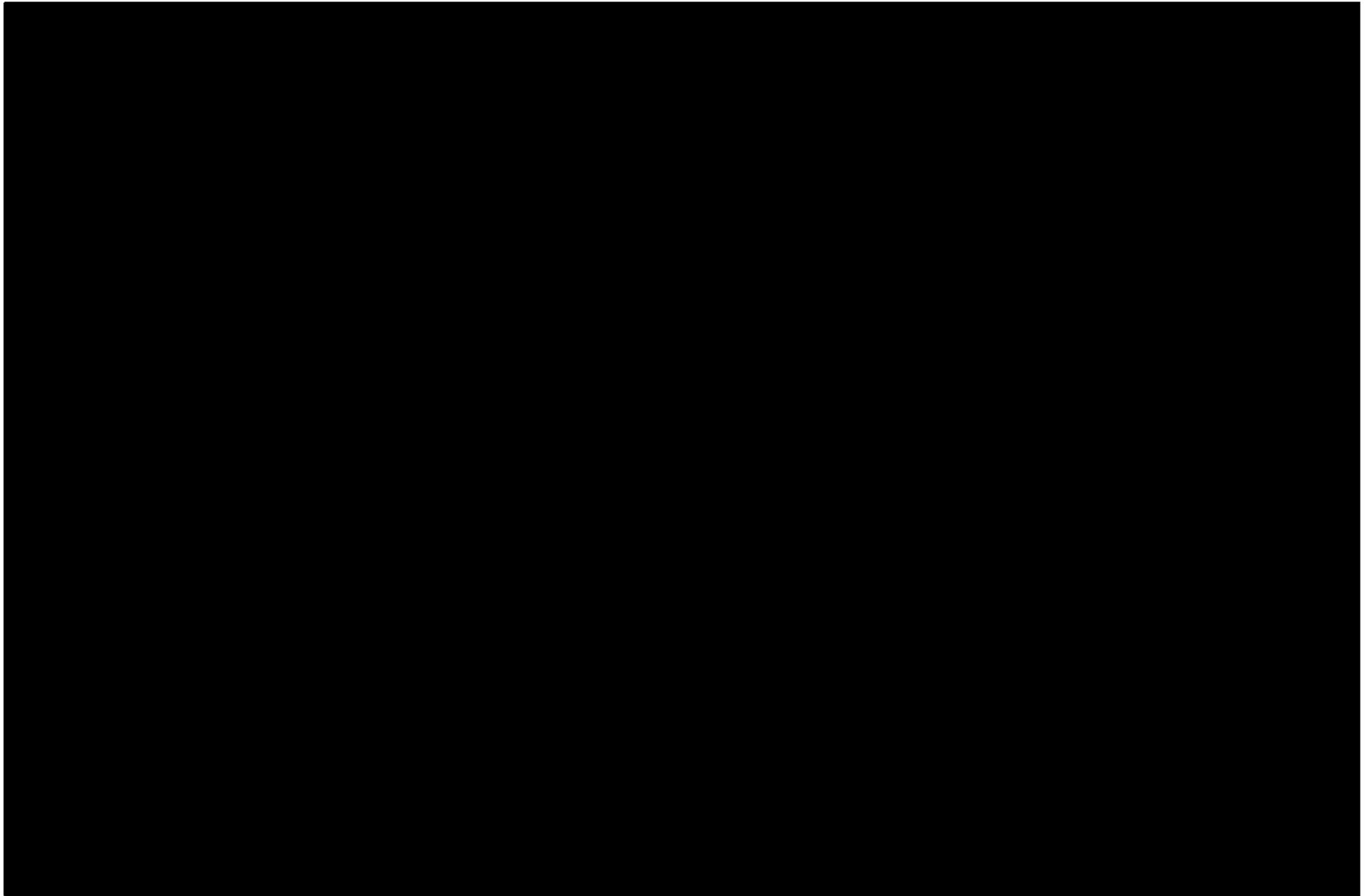
**Mobilisation Staff Offices**

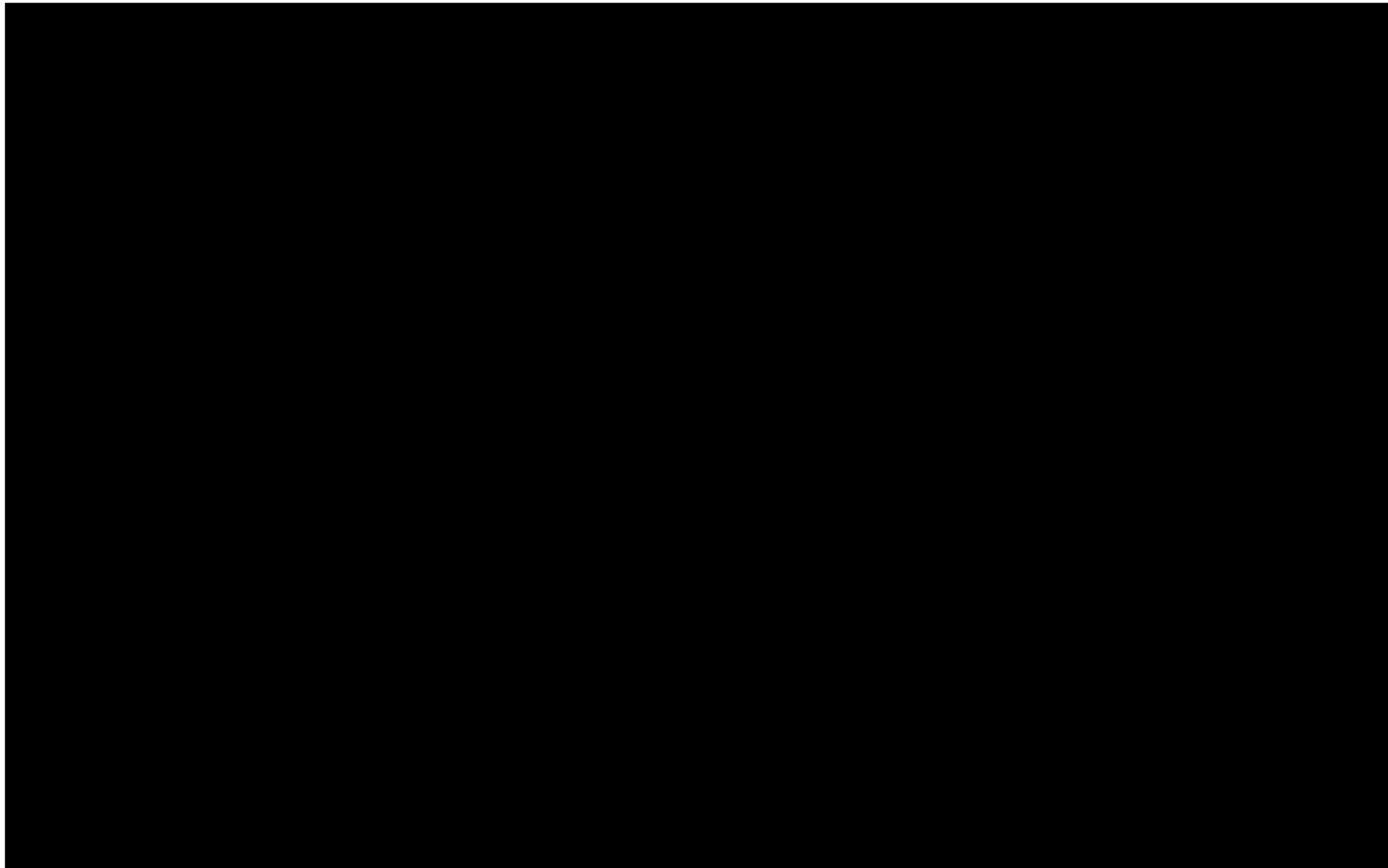


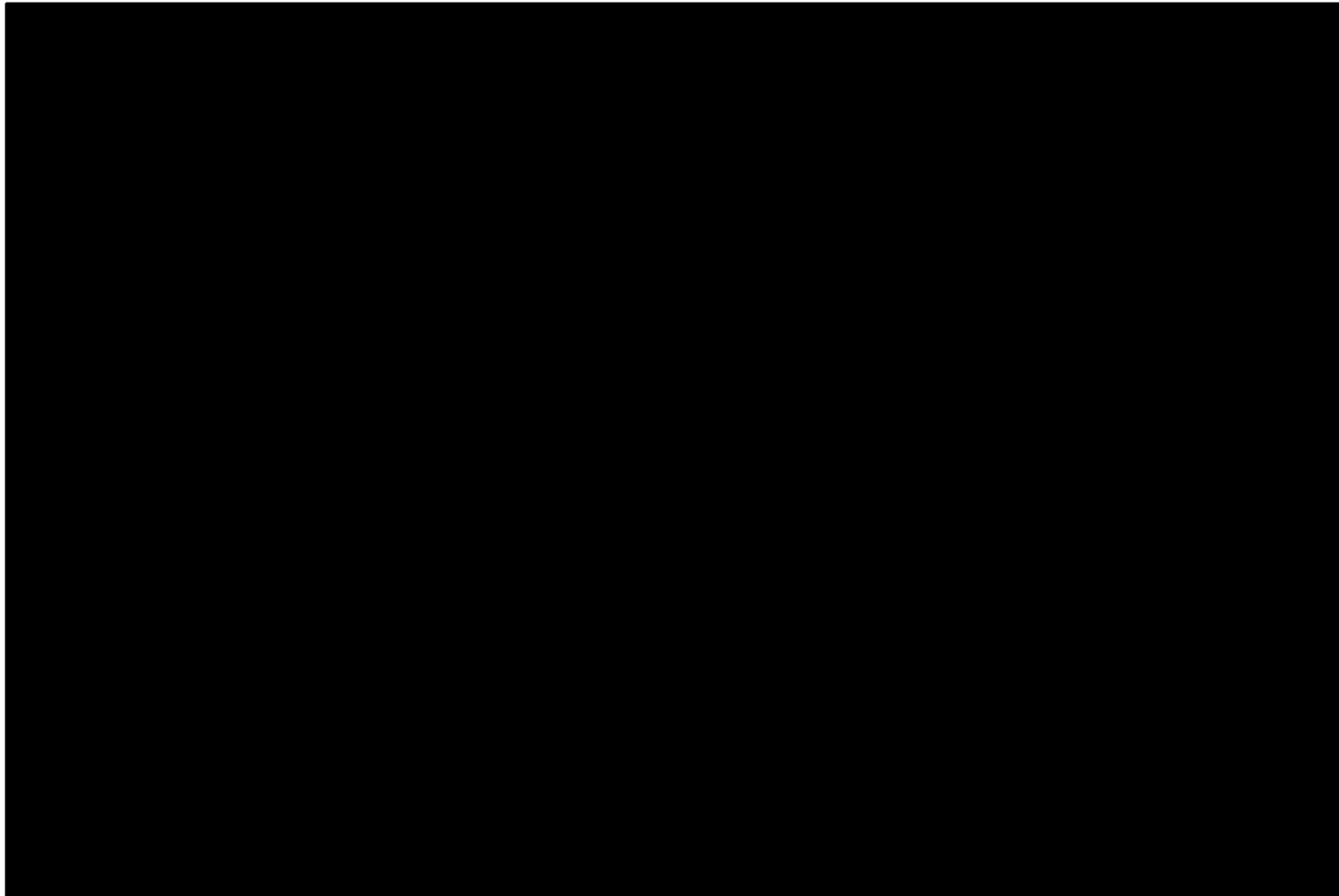






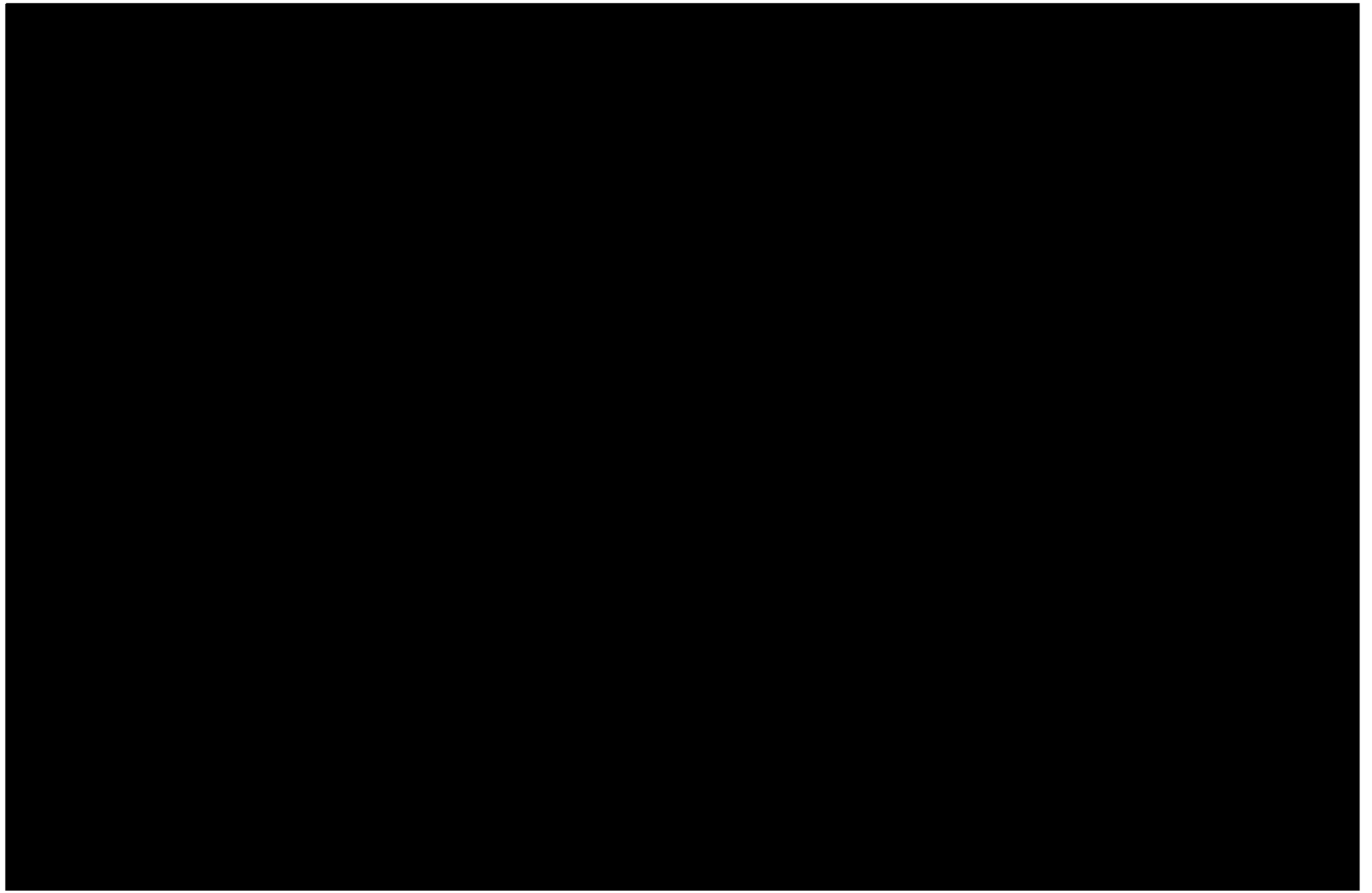


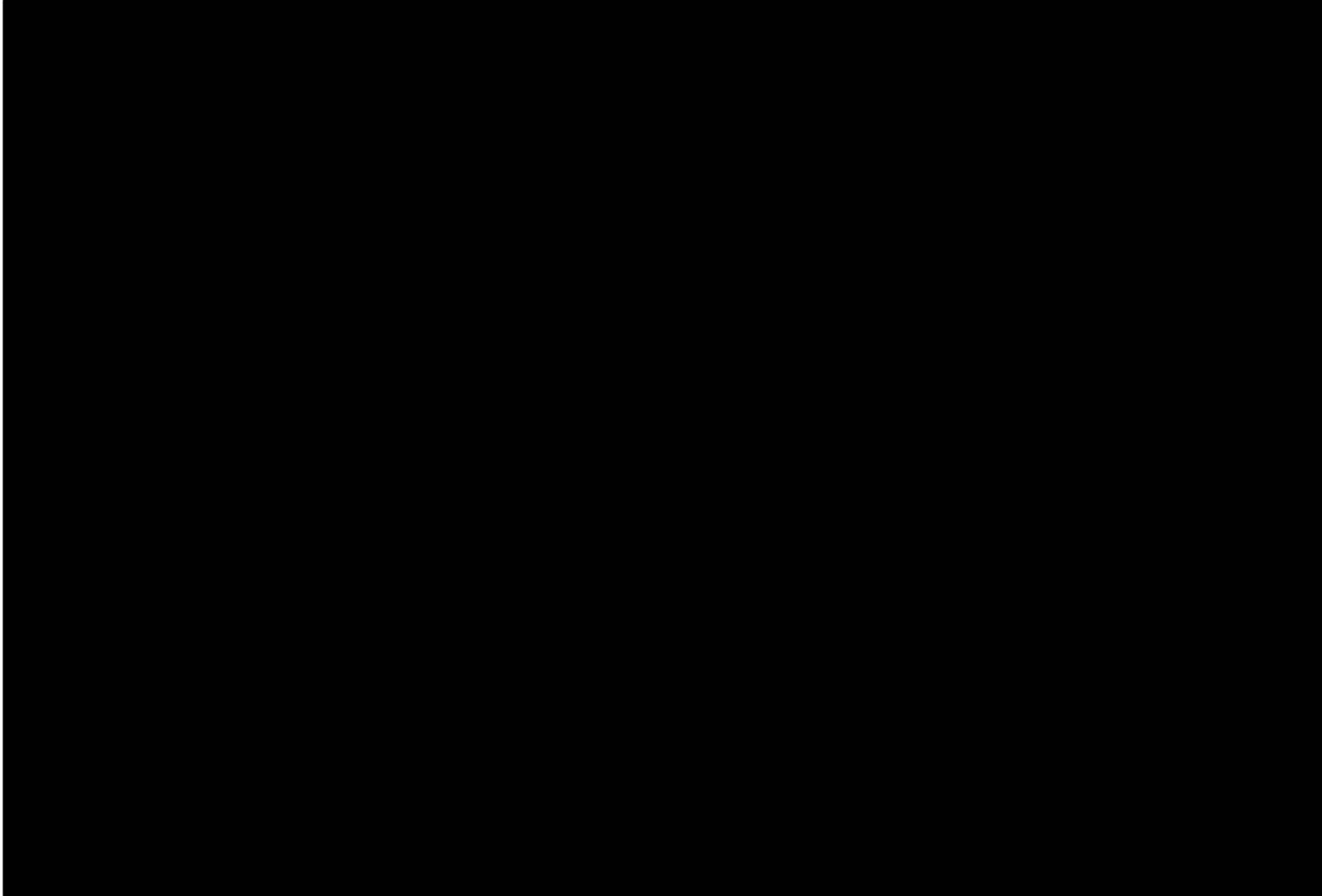


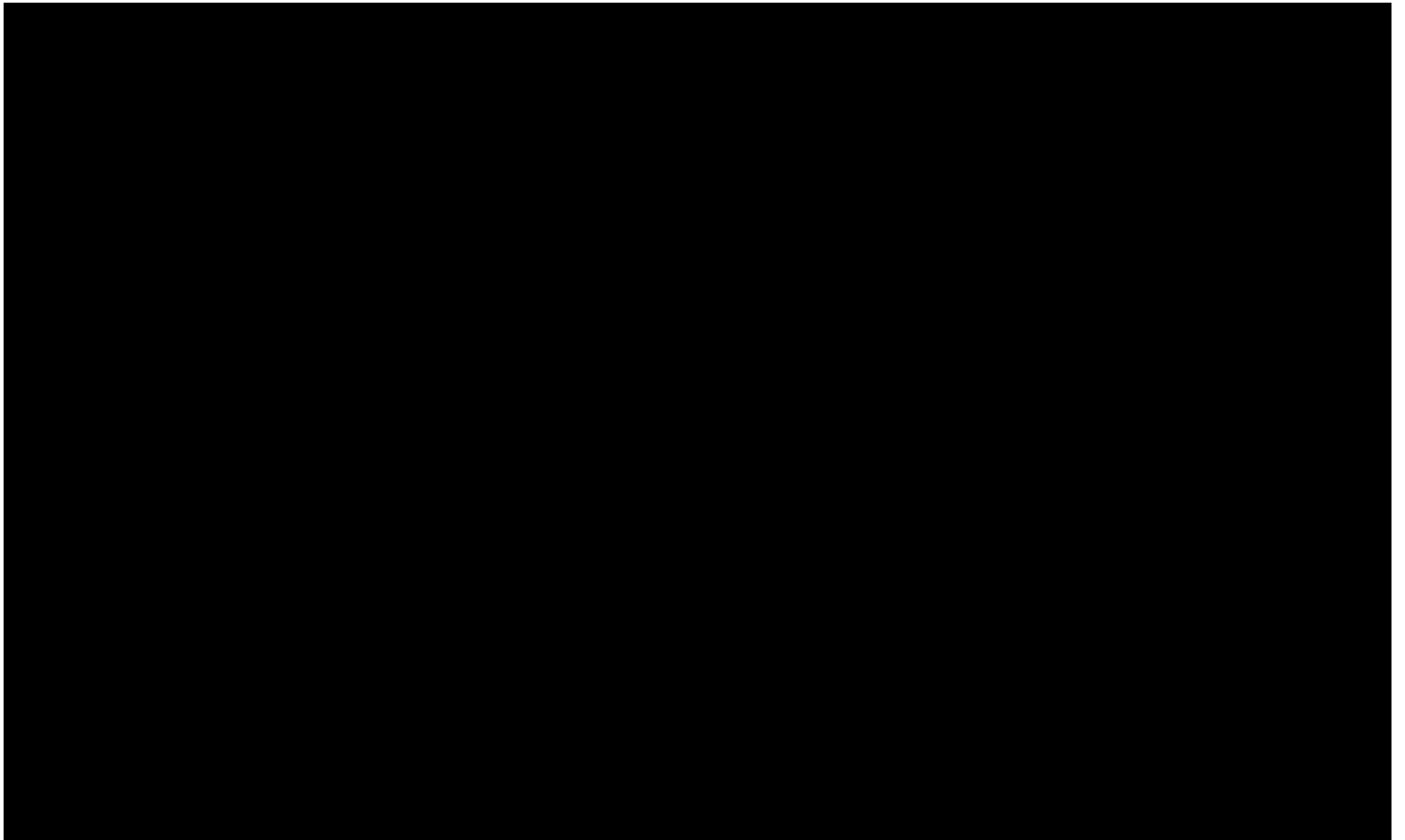


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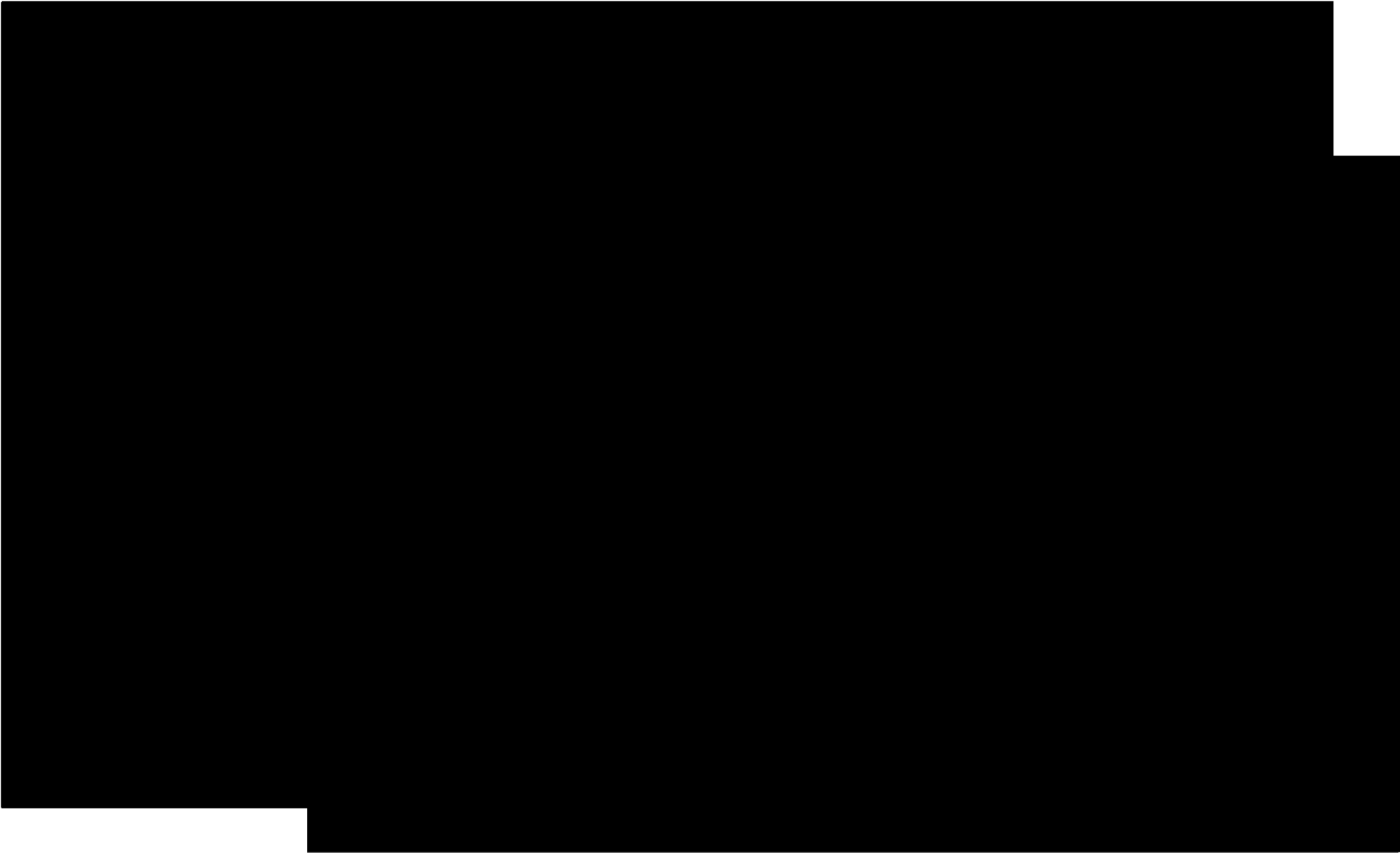




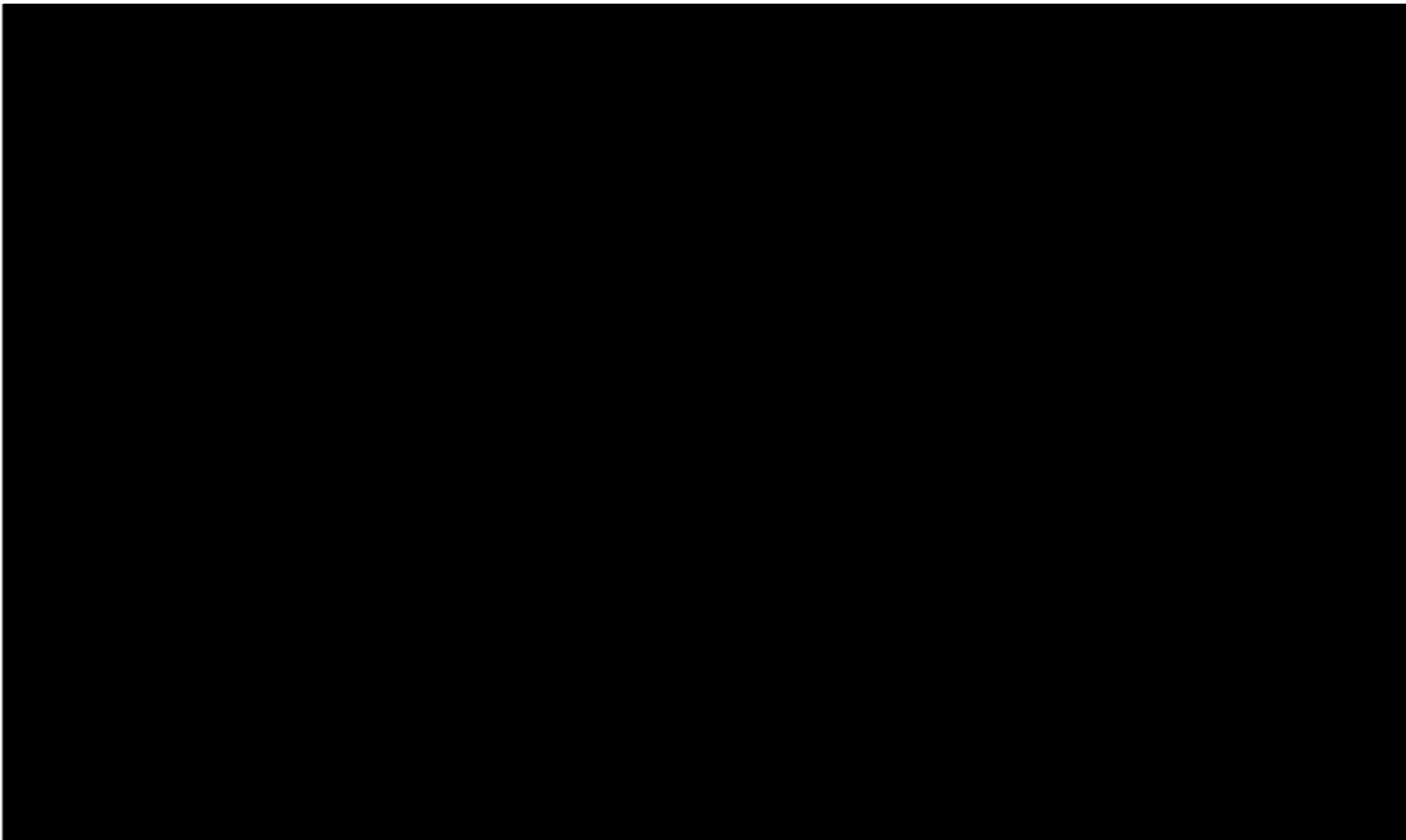


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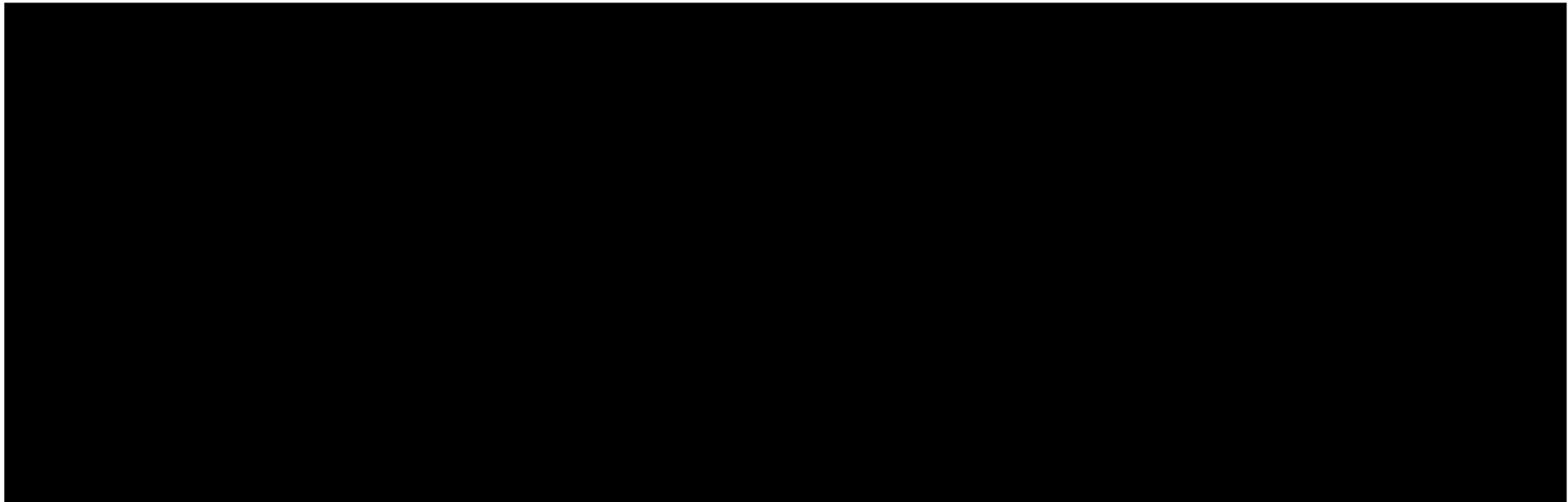
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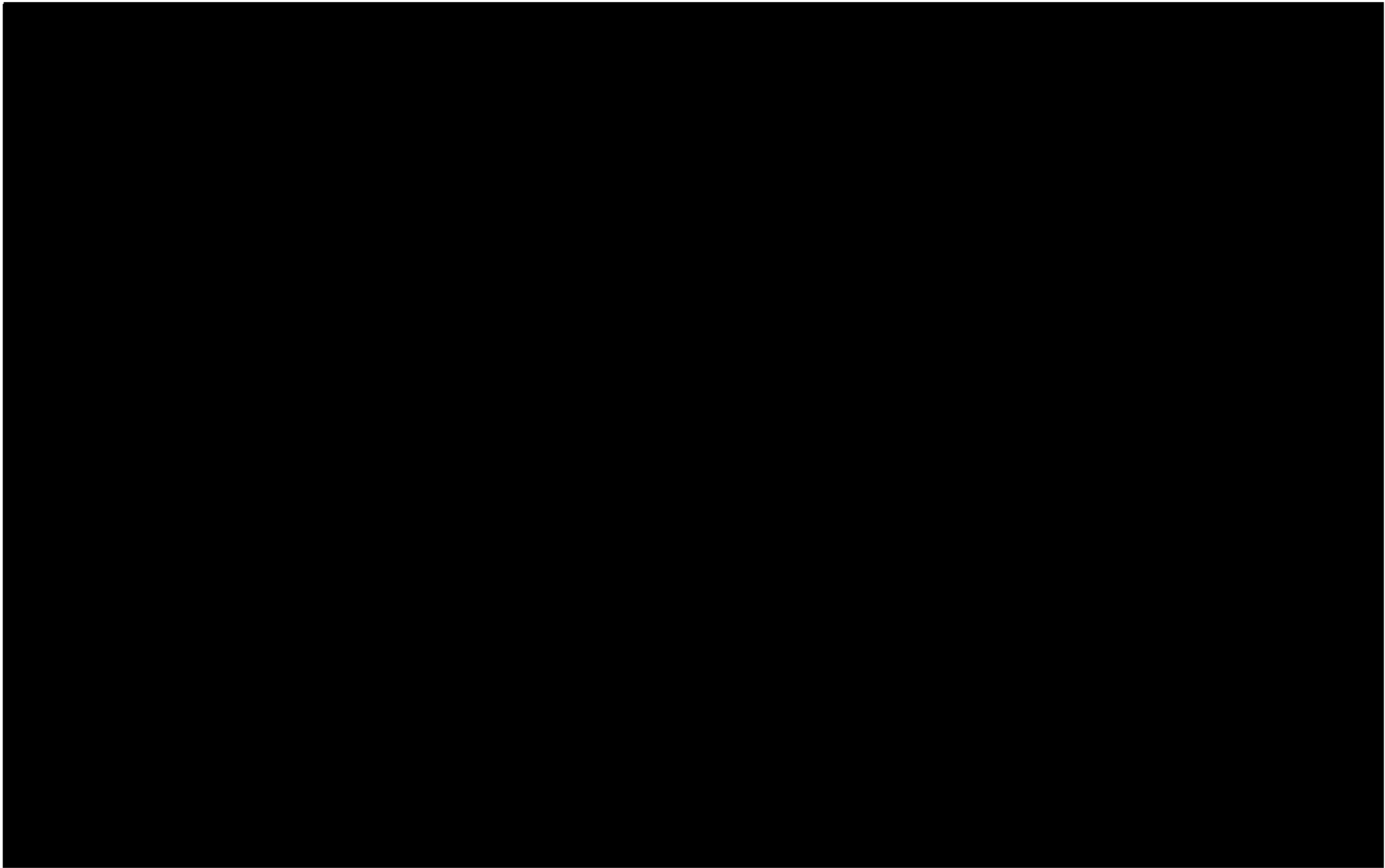


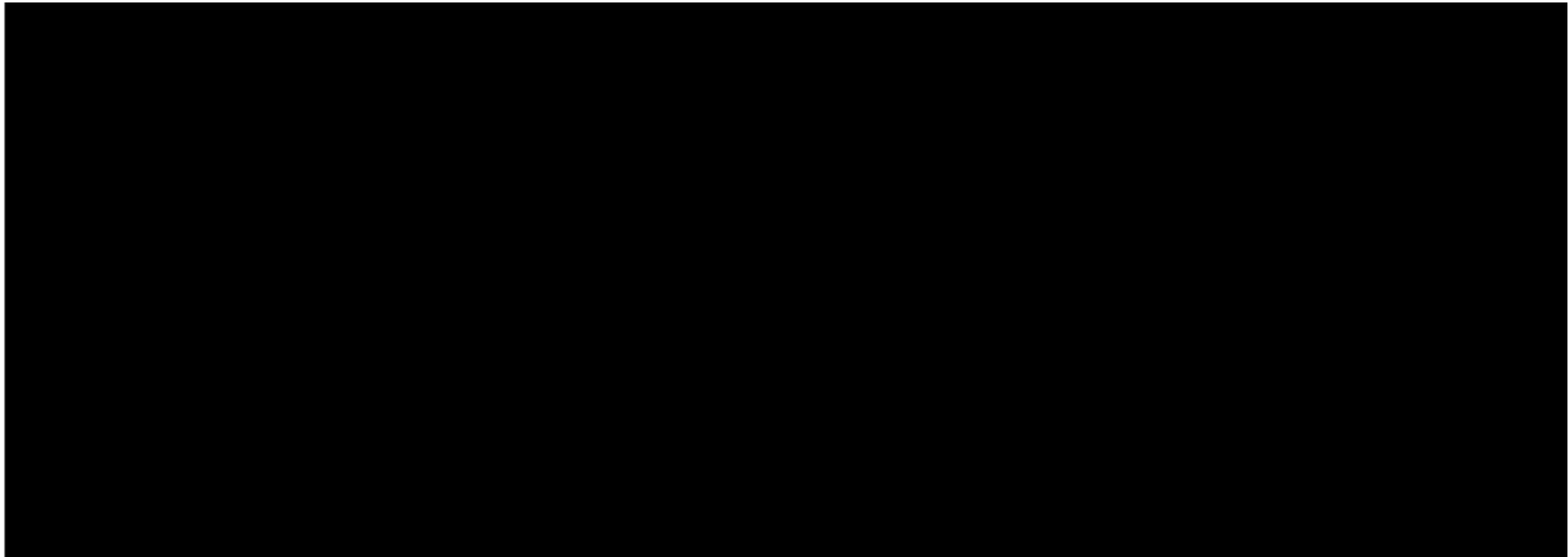




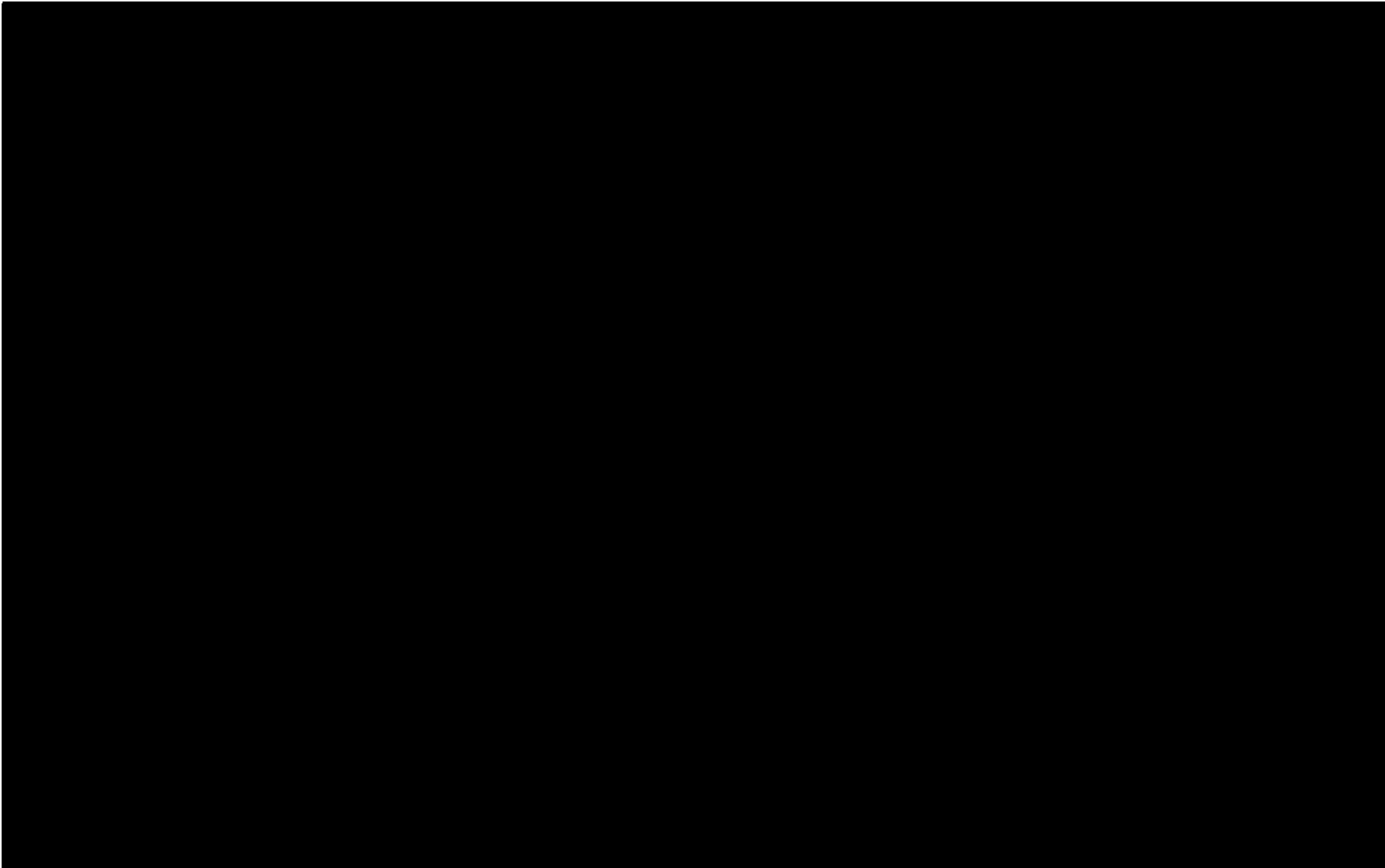




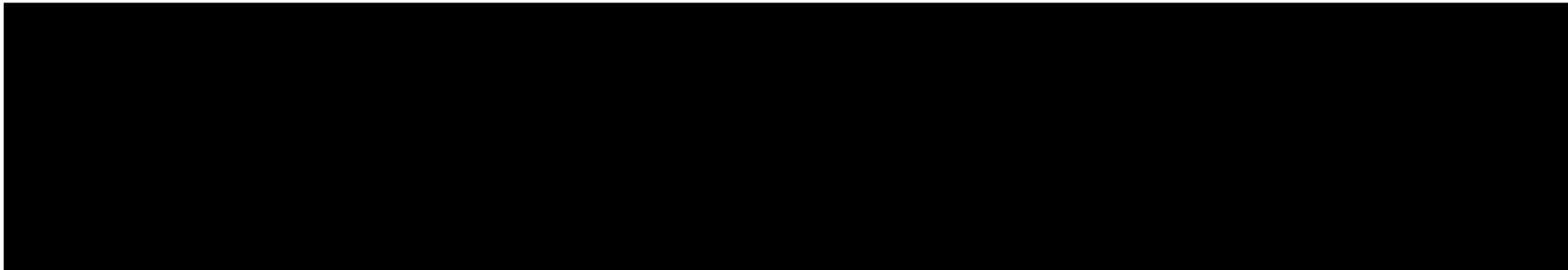


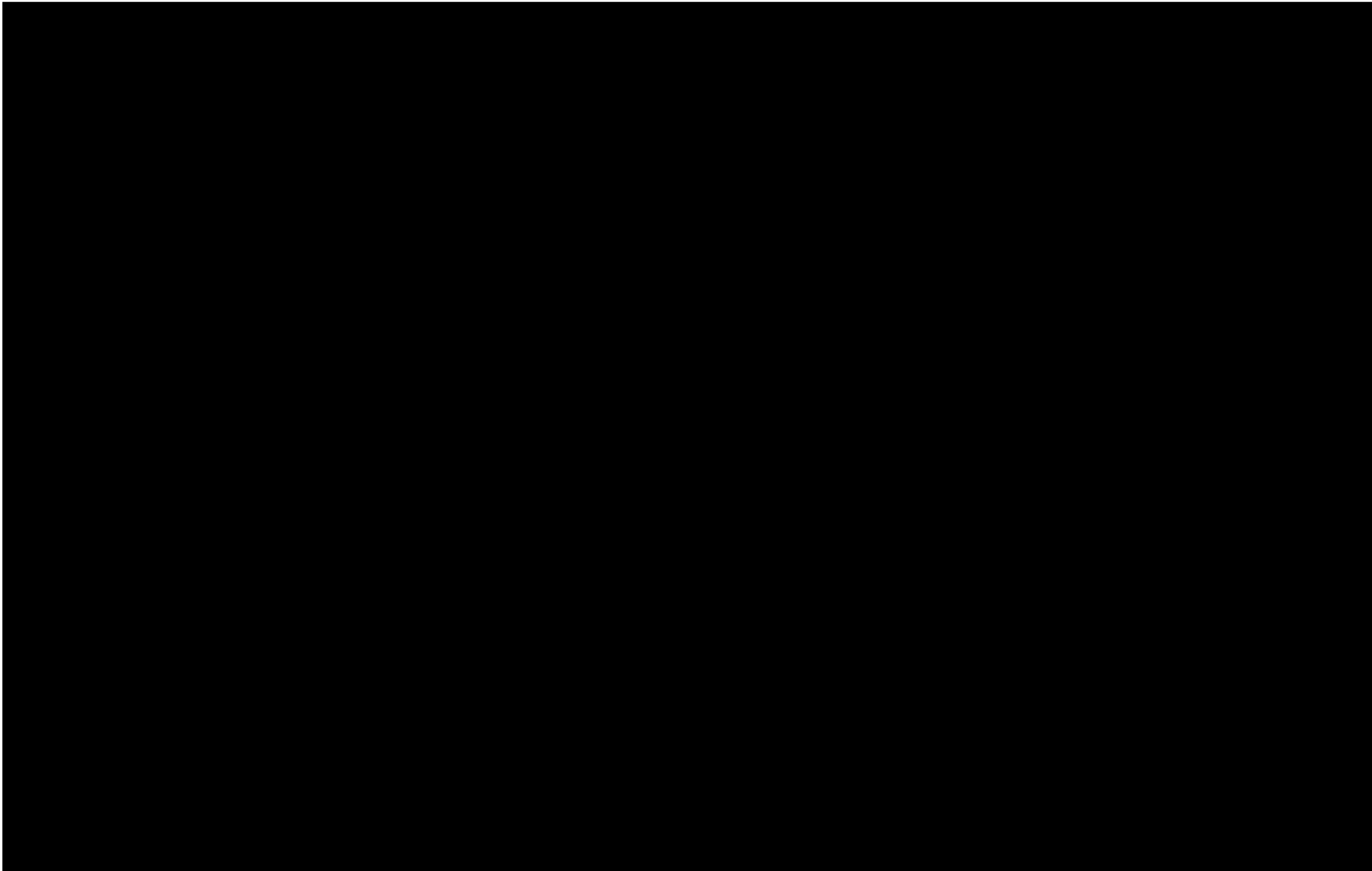




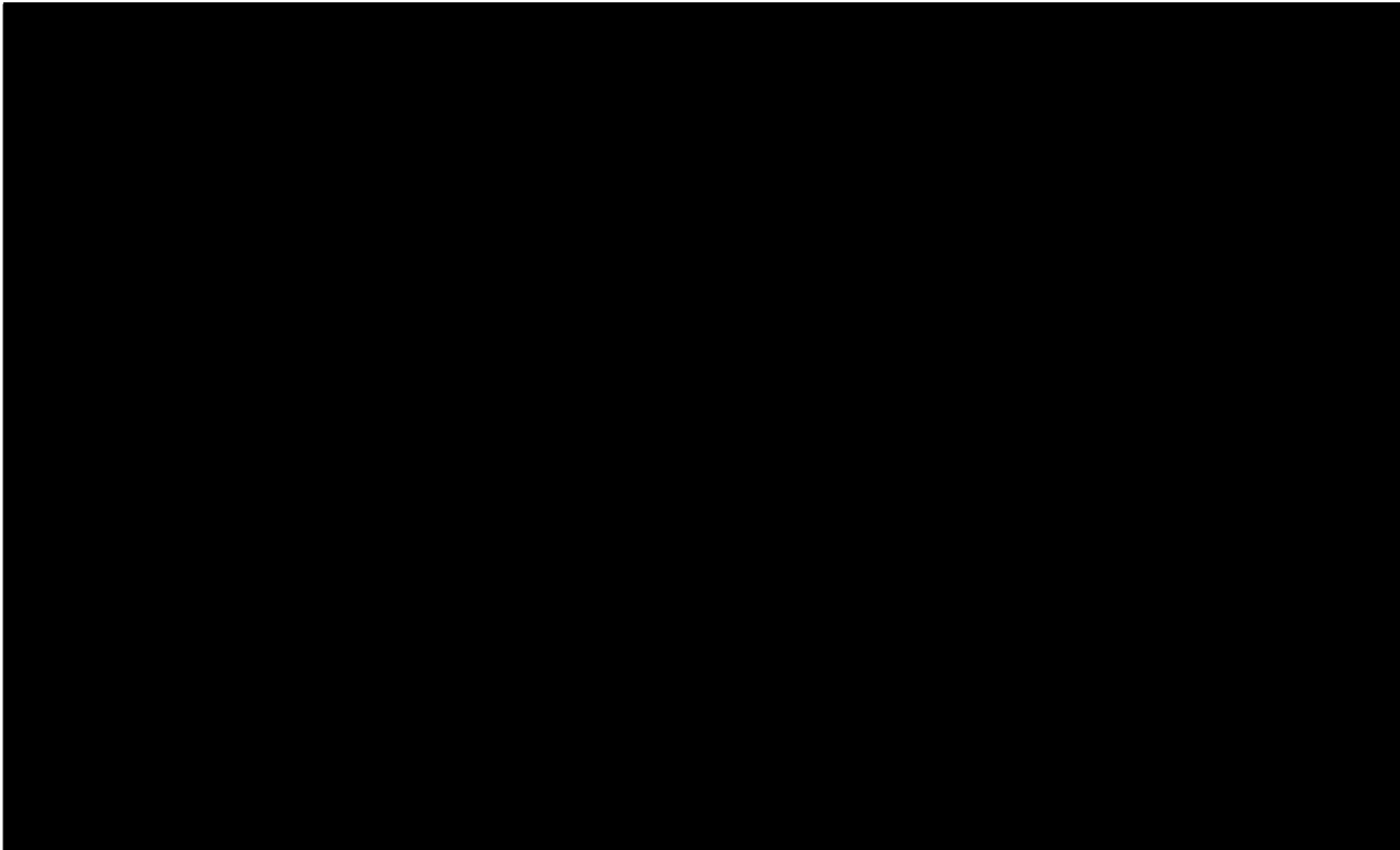


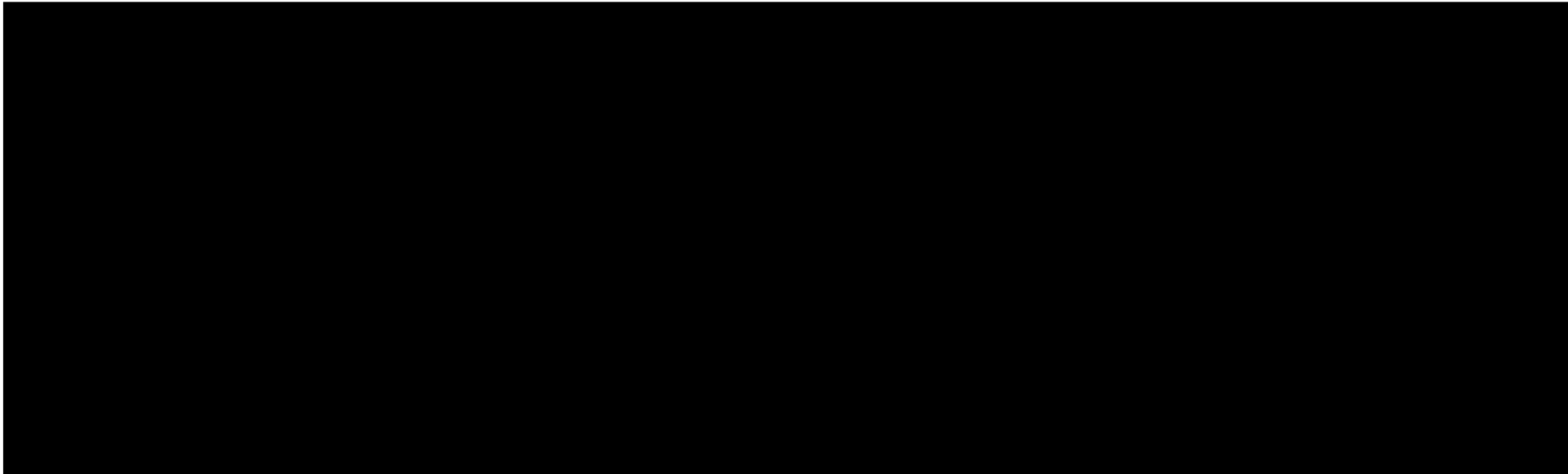












### SCHEDULE 3

#### Contractor Warranted Data

##### THE CONTRACTOR

**Registered Name:** idverde Limited

**Registered Company Number:** 03542918

**Date and Place of Incorporation:** 19 March 2008, England

**Registered Office:** Landscapes House, 3 Rye Hill Office Park, Birmingham Road, Allesley, Coventry, CV5 9AB

**Directors:** Richard Chapman, Sarah Hughes-Clarke, Douglas Graham and Nicholas Temple-Heald

**Company Secretary:** Douglas Graham

**Issued Share Capital:** [REDACTED]

##### THE GUARANTOR

**Registered Name:** idverde SAS

**Registered Company Number:** 339 609 661 Nanterre

**Date and Place of Incorporation:** 25 June 2014, France

**Registered Office:** 38 Rue Jacques Ibert, 92300 Levallois-Perret, Paris

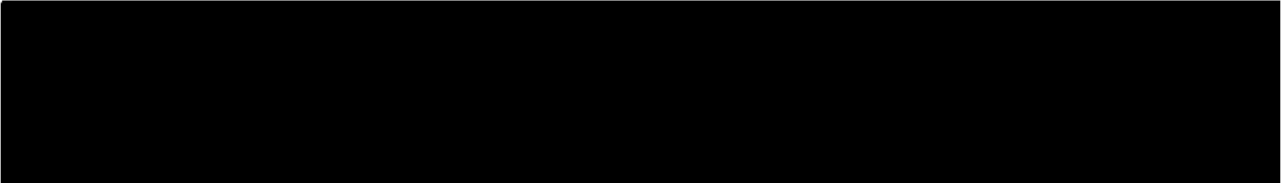
**Directors:** Herve Lancon, Vincent Monnot, Nicholas Temple-Heald and Douglas Graham

**Company Secretary:** Vincent Monnot

**Issued Share Capital:** [REDACTED]

**SCHEDULE 4**

**Services Delivery Plan**



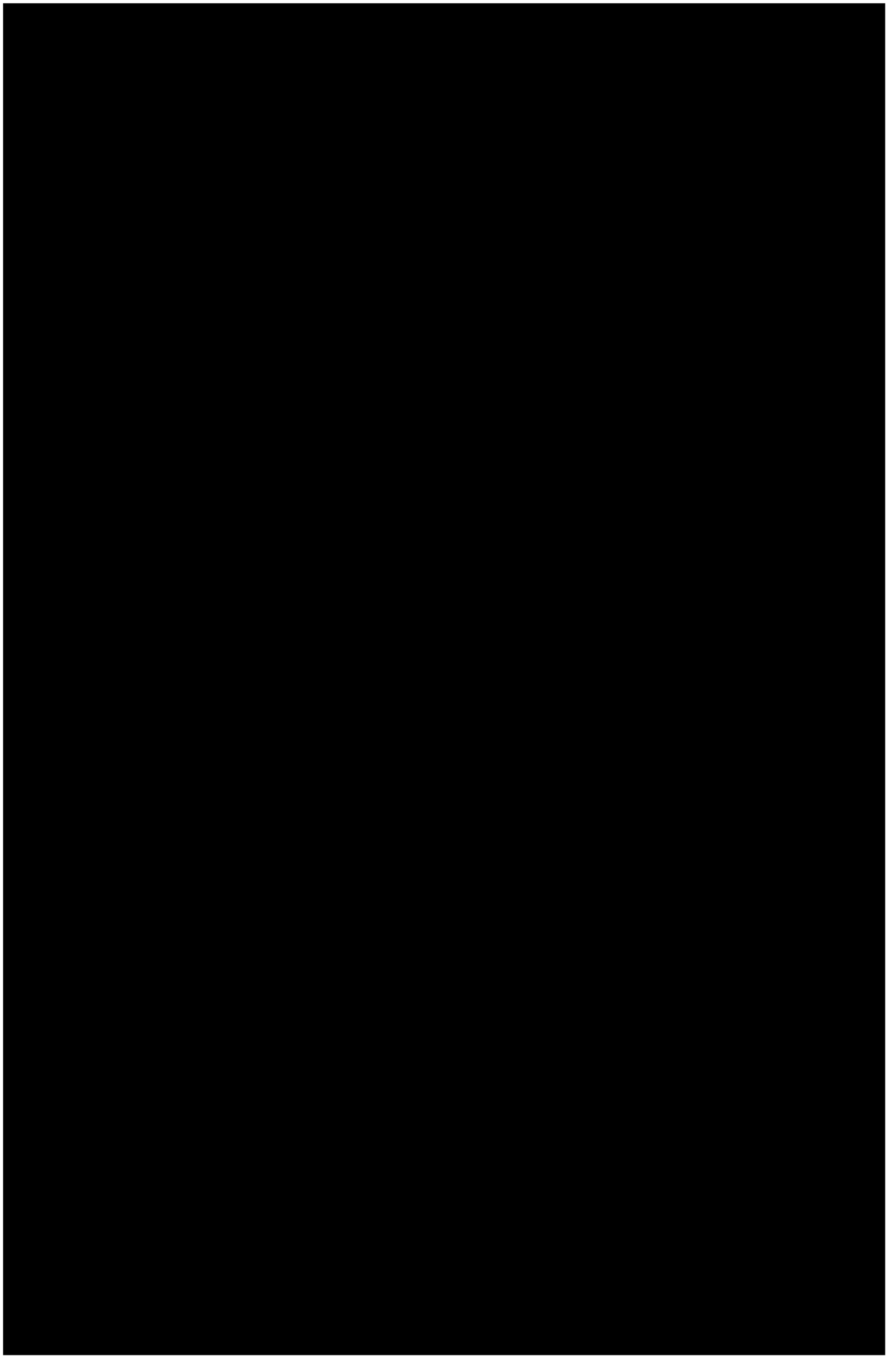
**SCHEDULE 5**

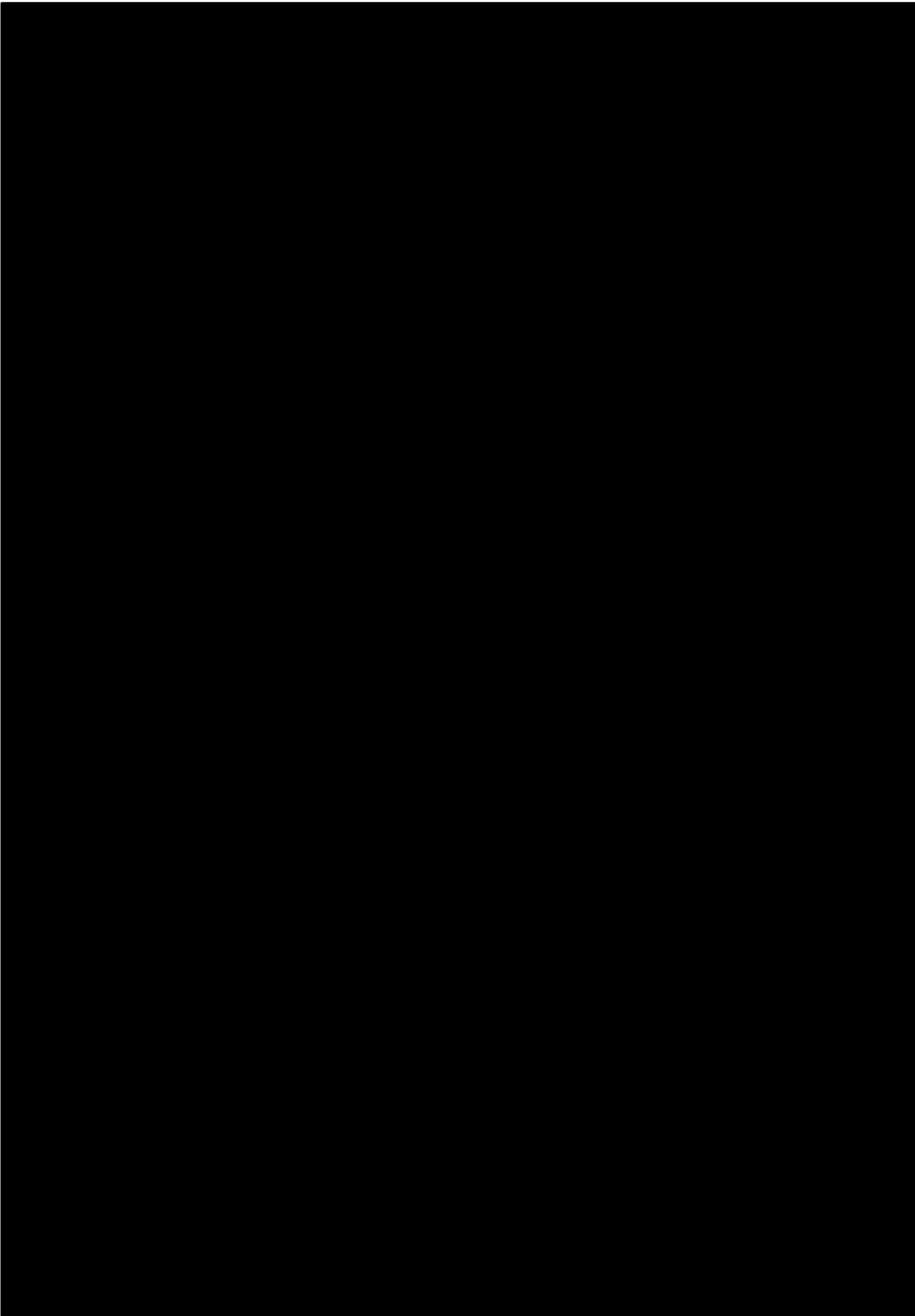
**Payment Mechanism**

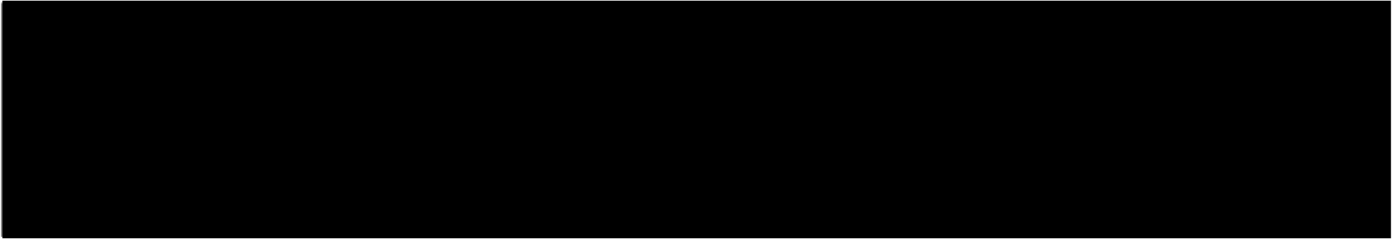


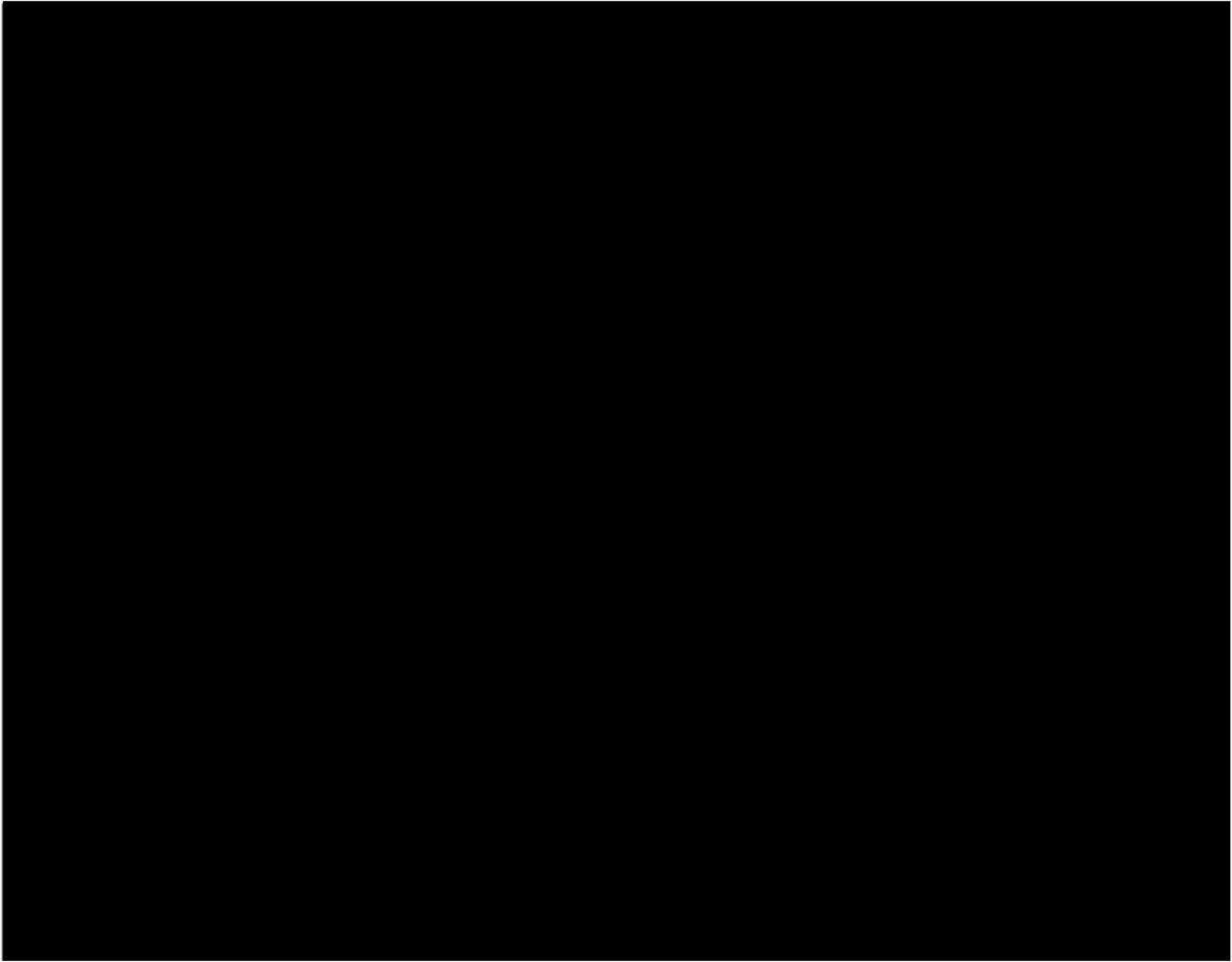
# **Schedule 5**

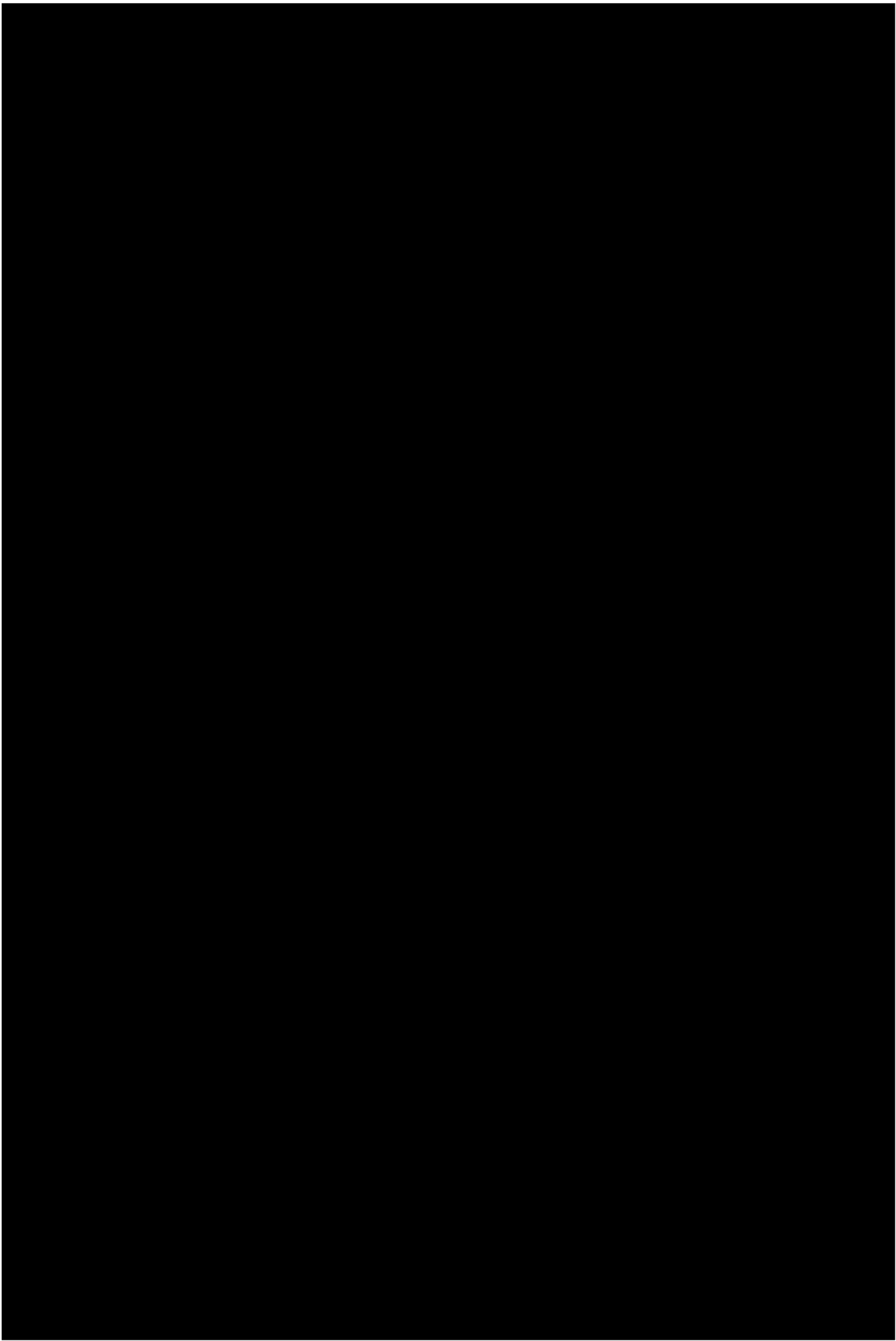
## **Payment Mechanism**

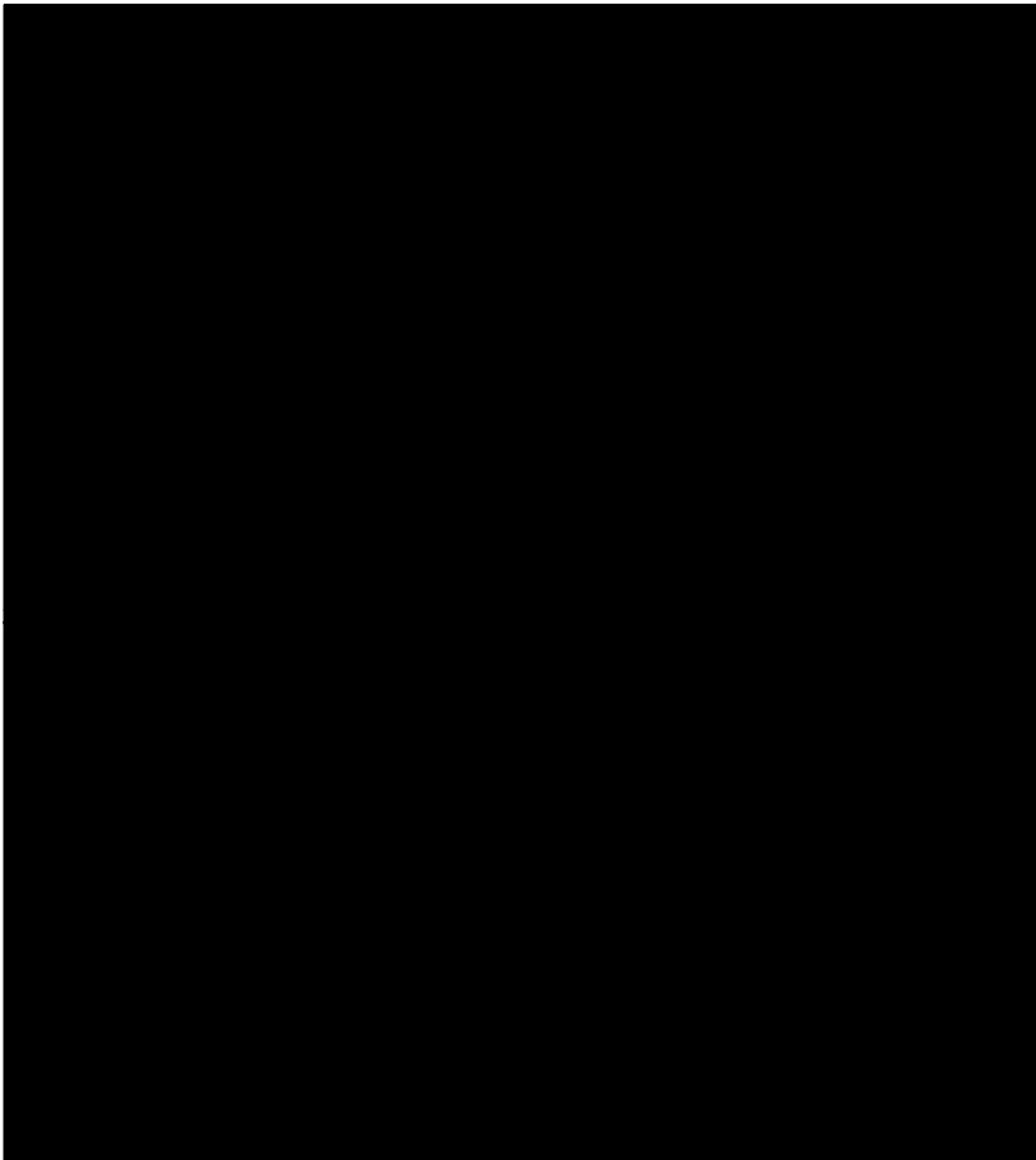


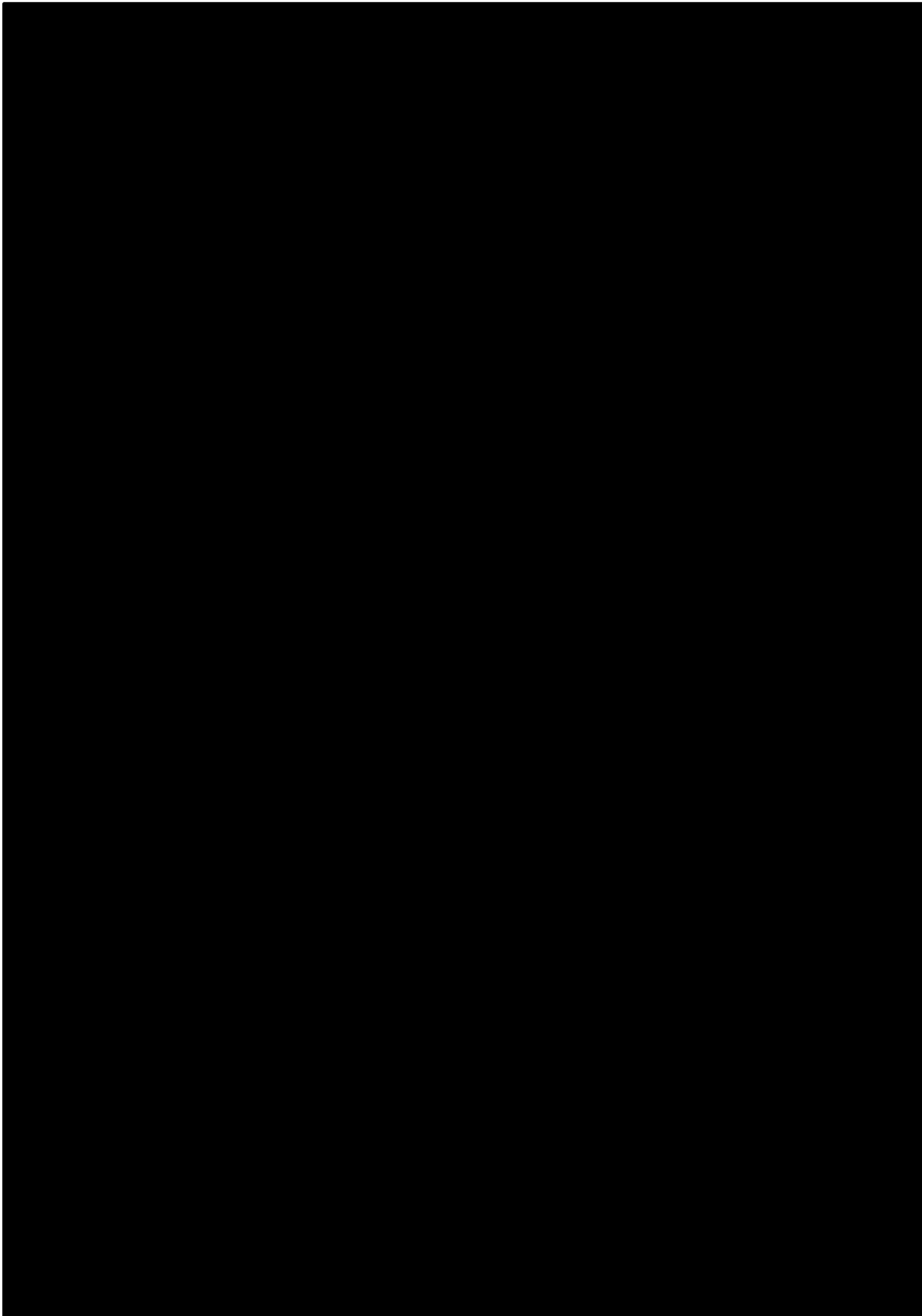




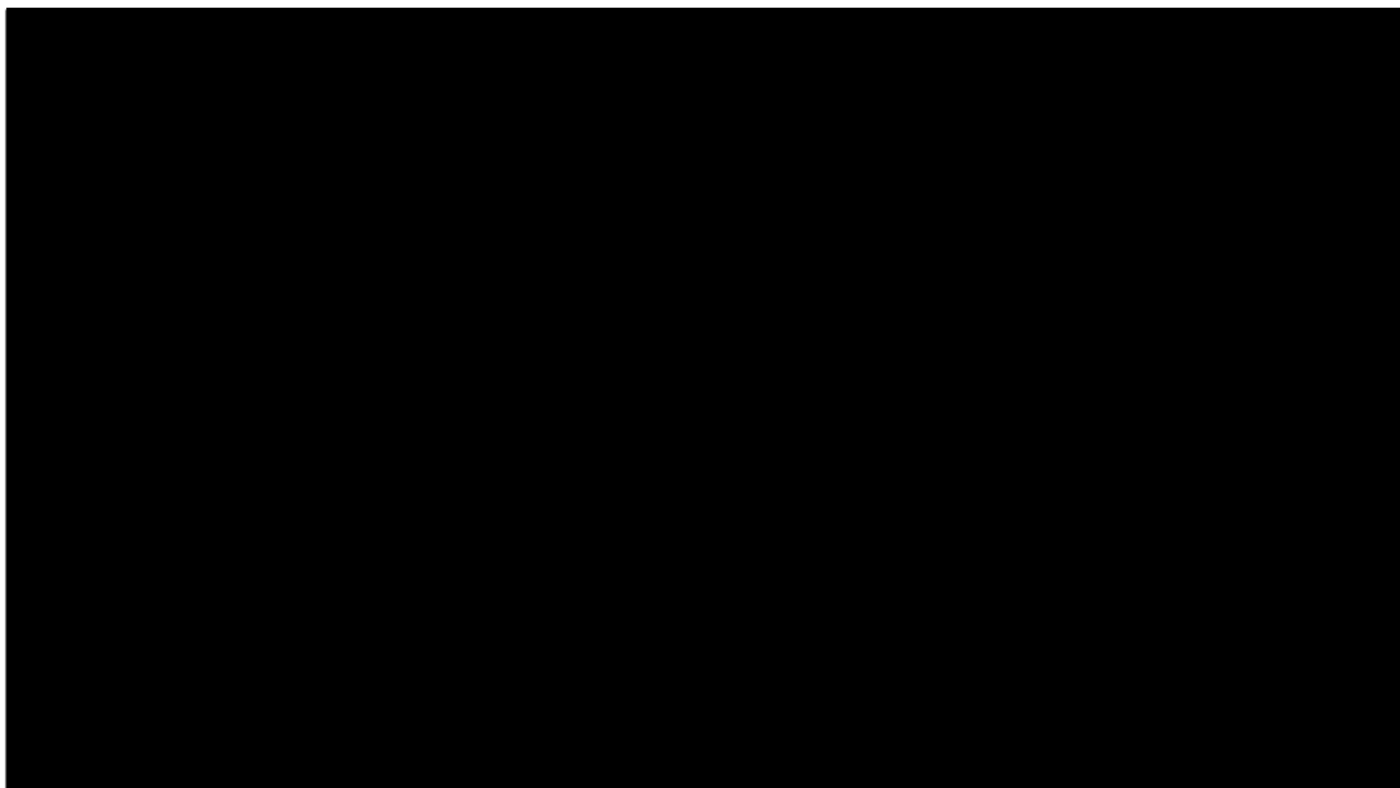


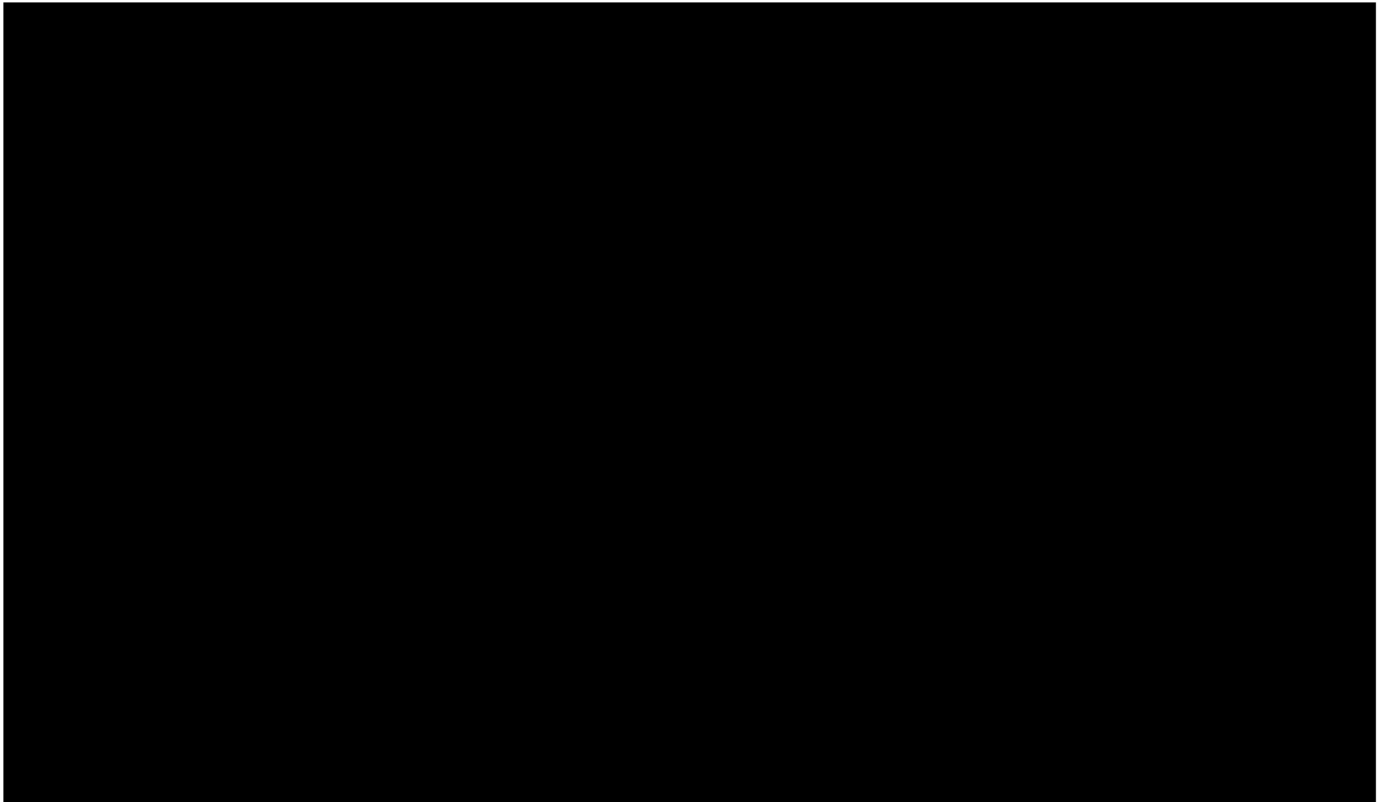


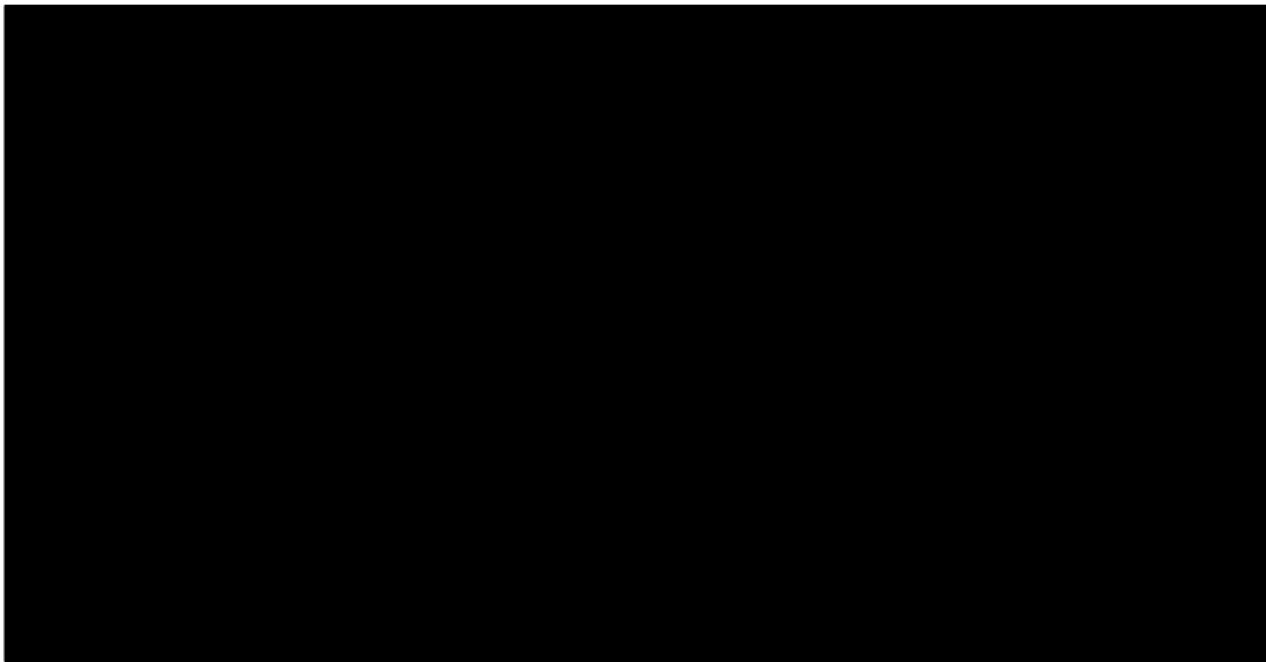


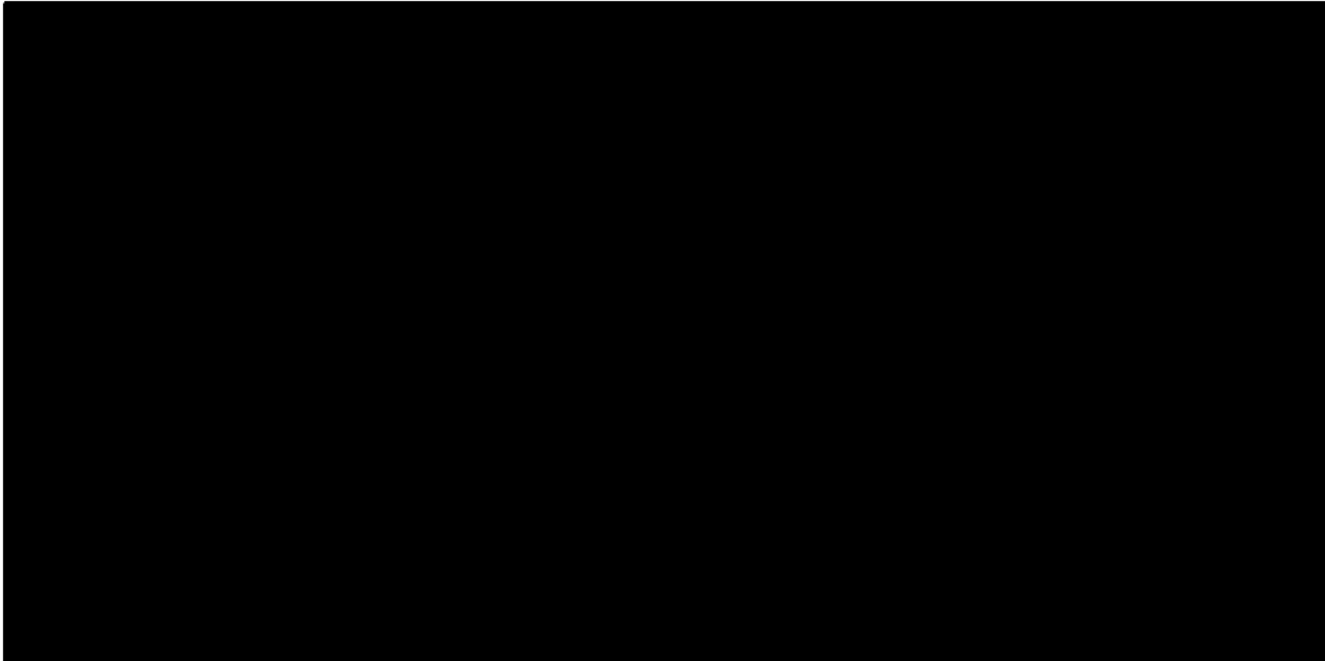


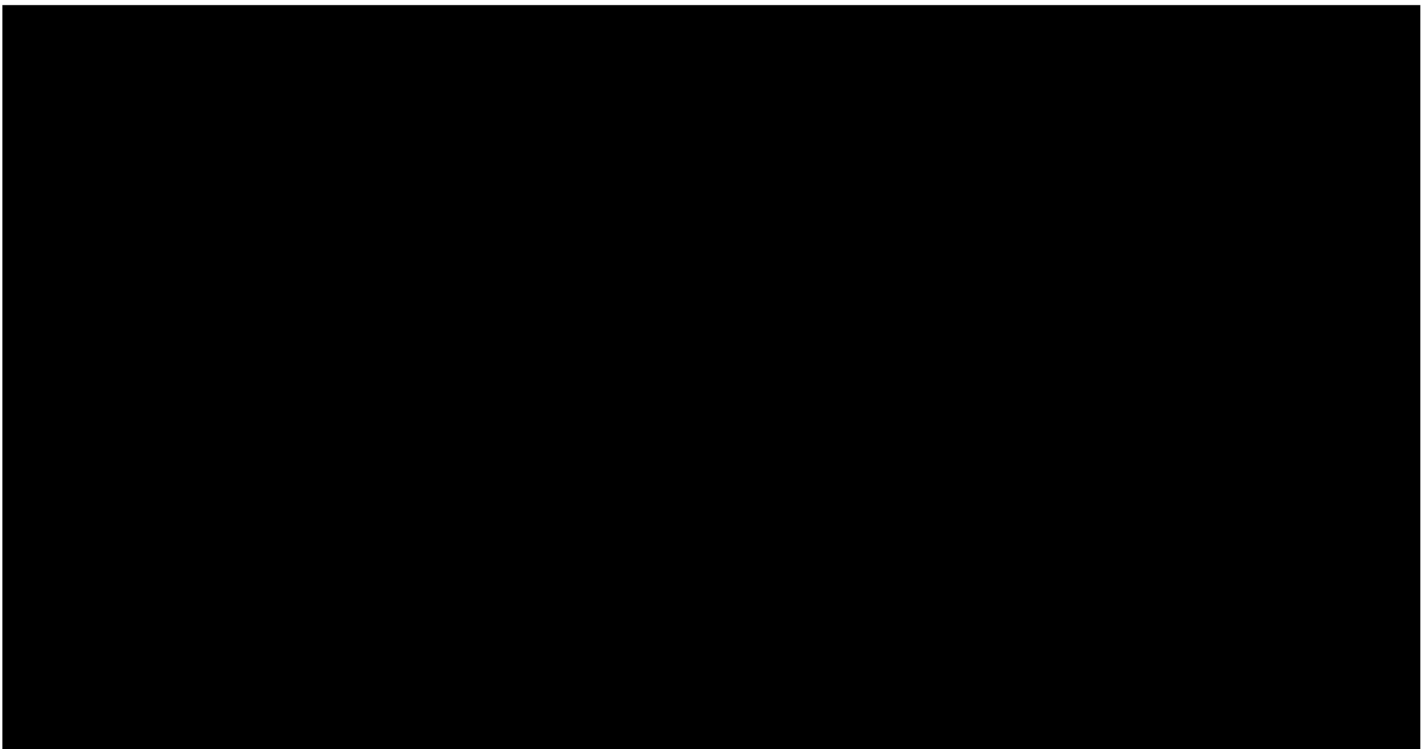


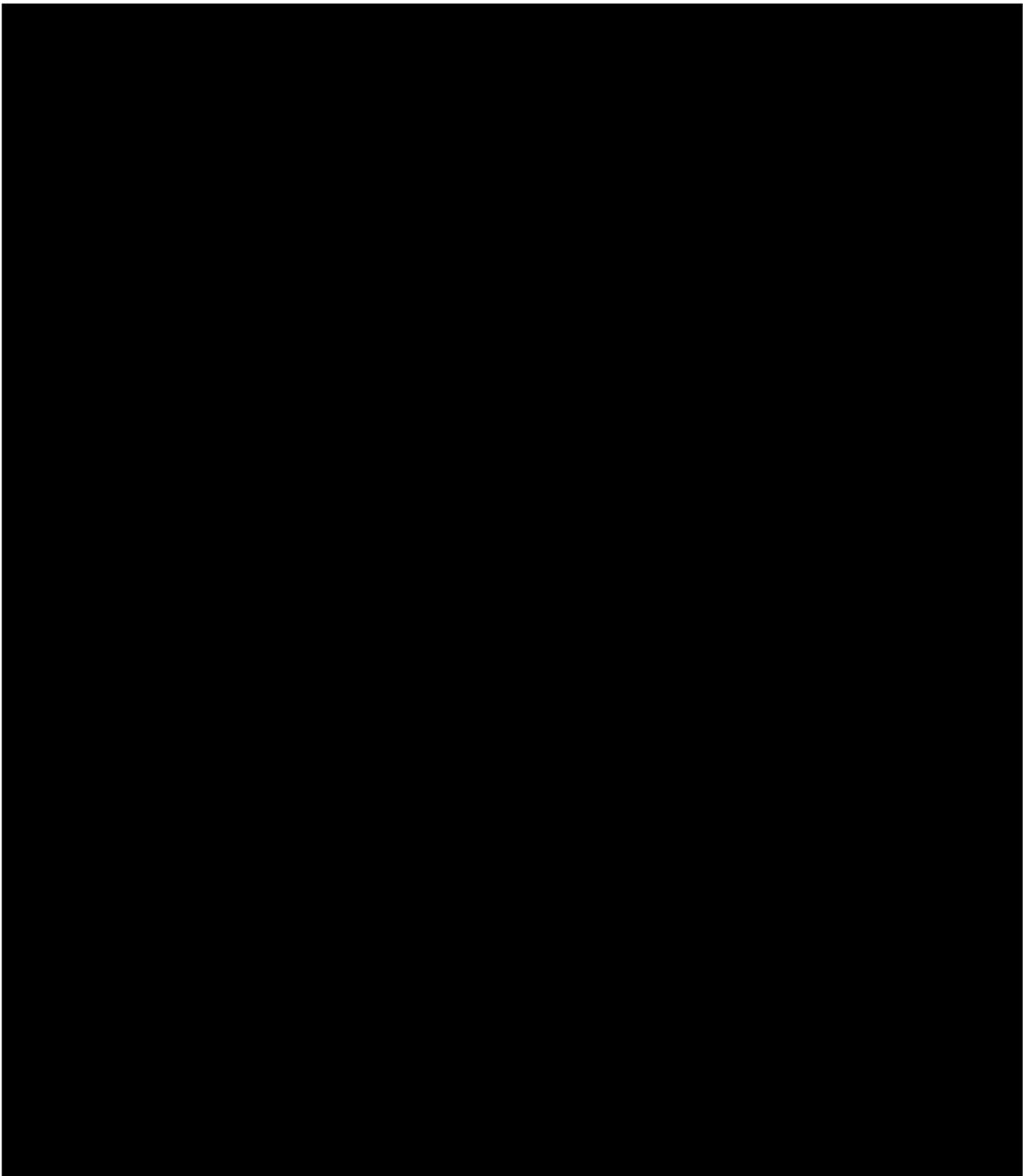


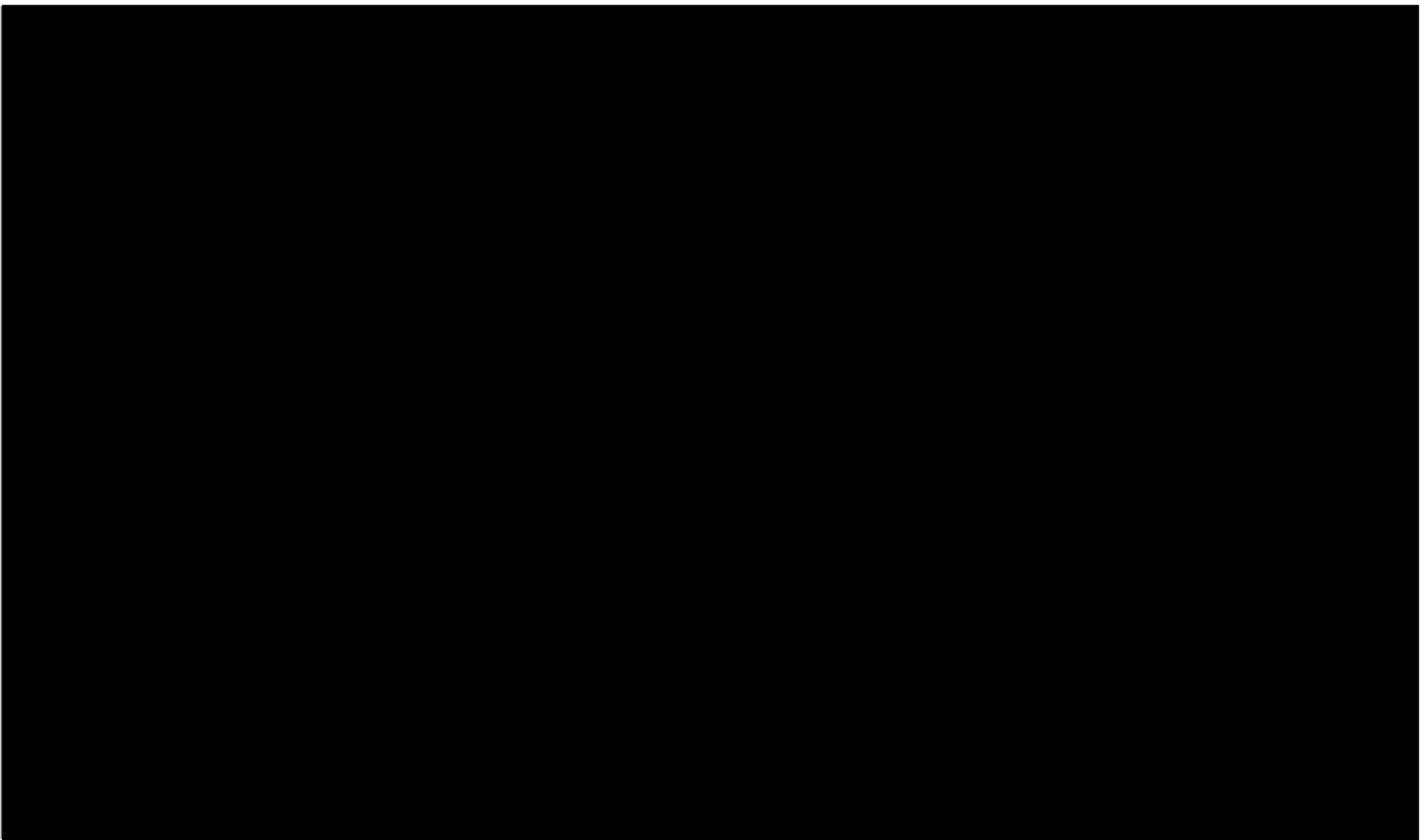


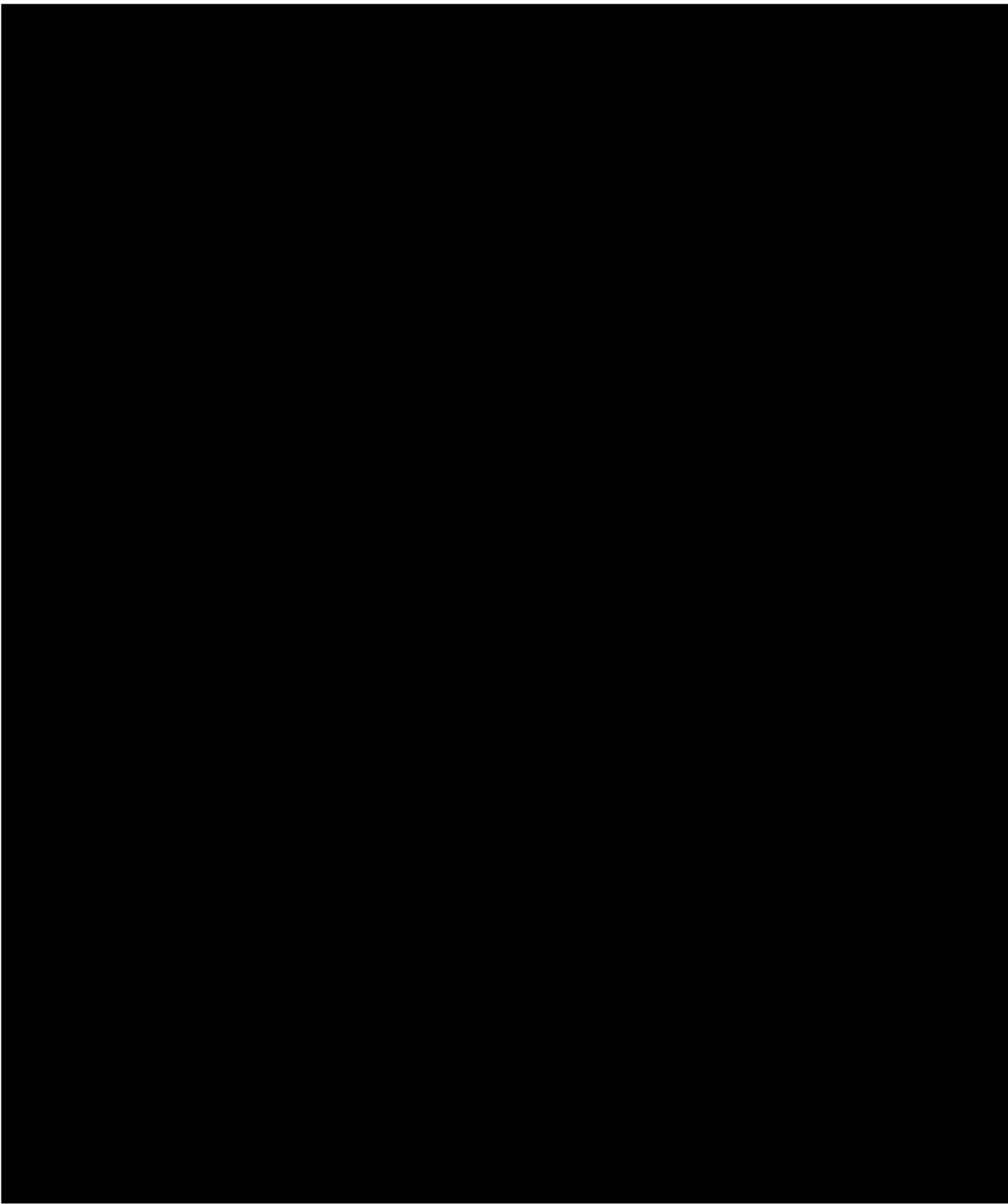




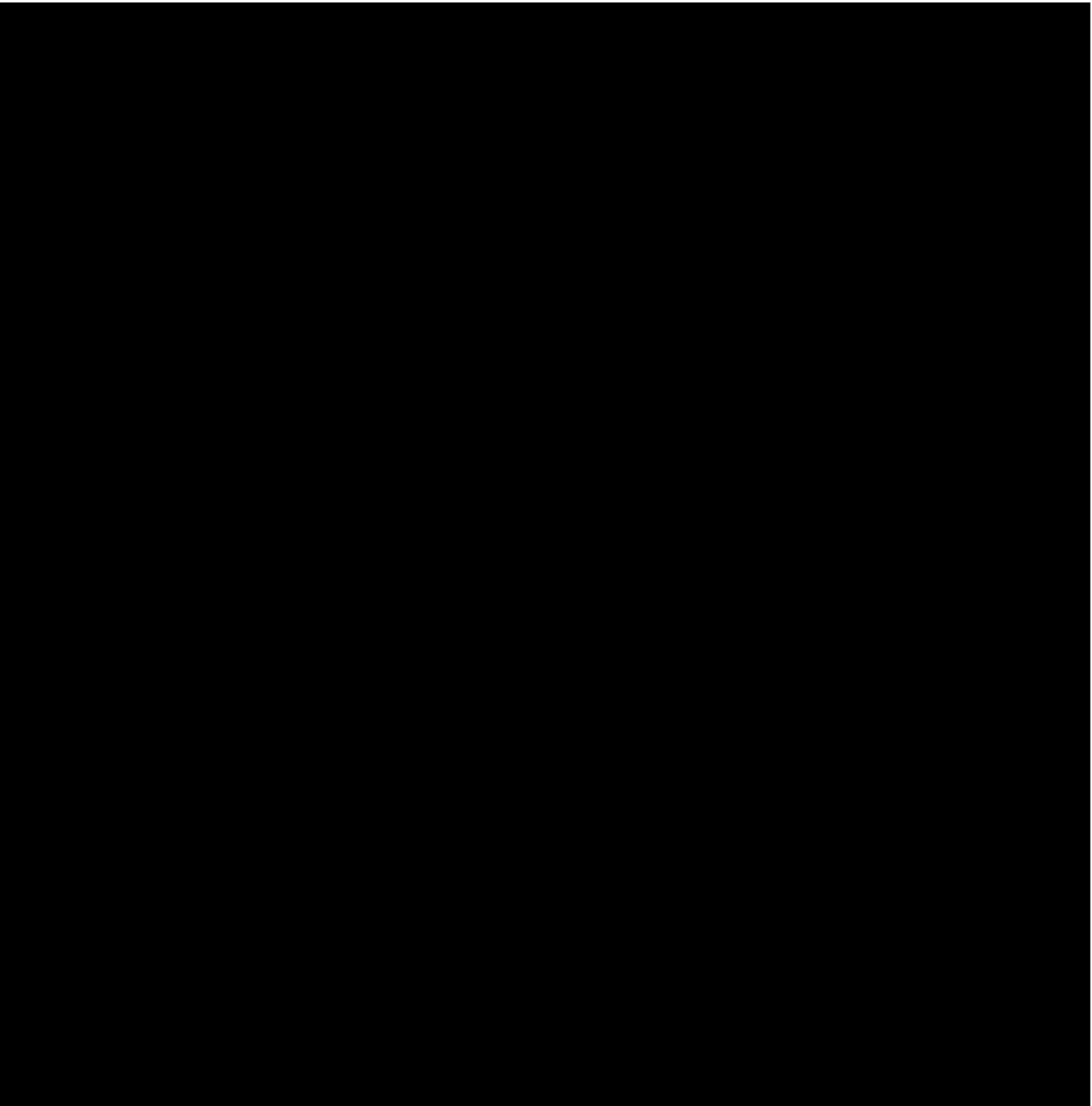


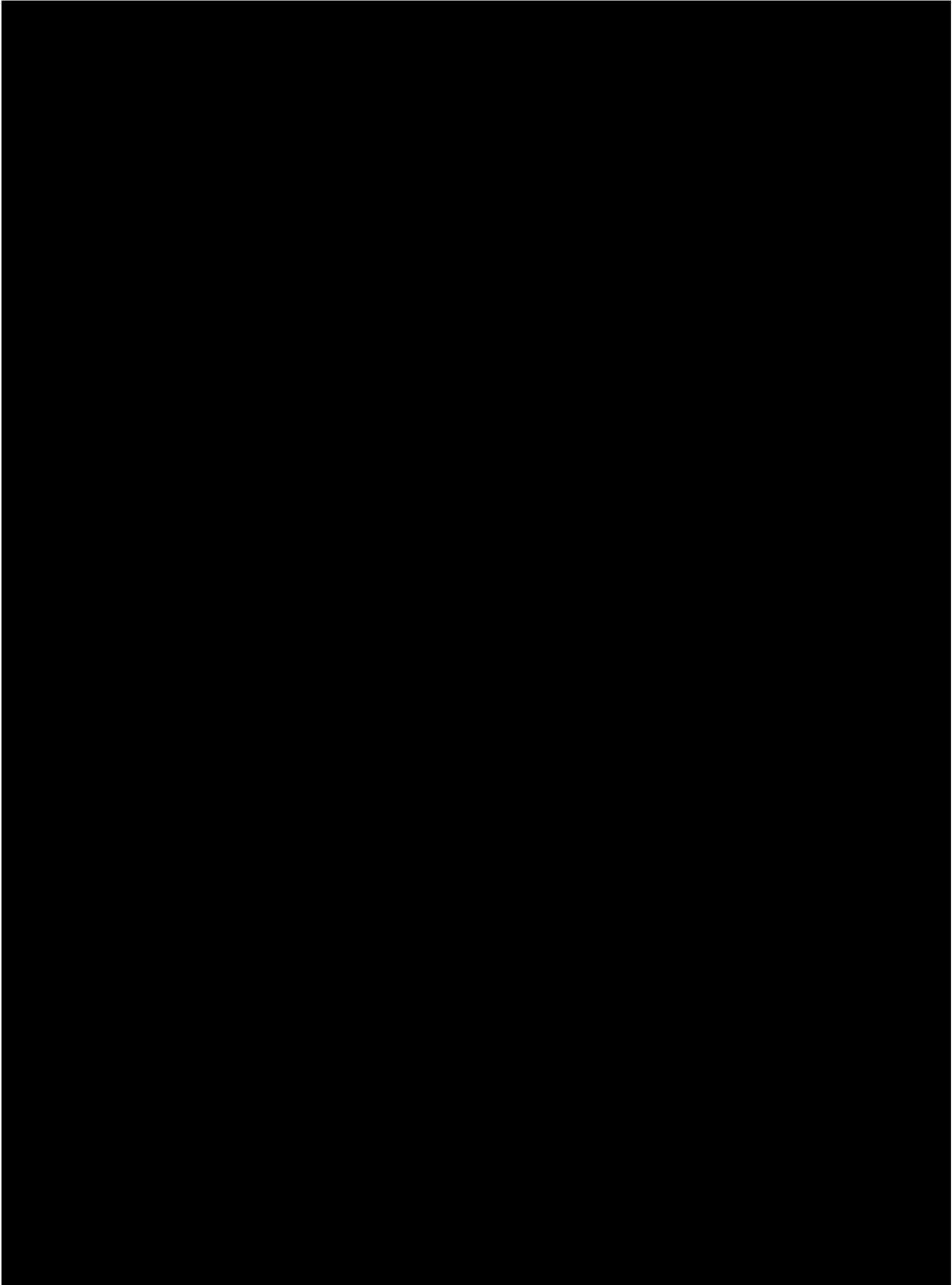


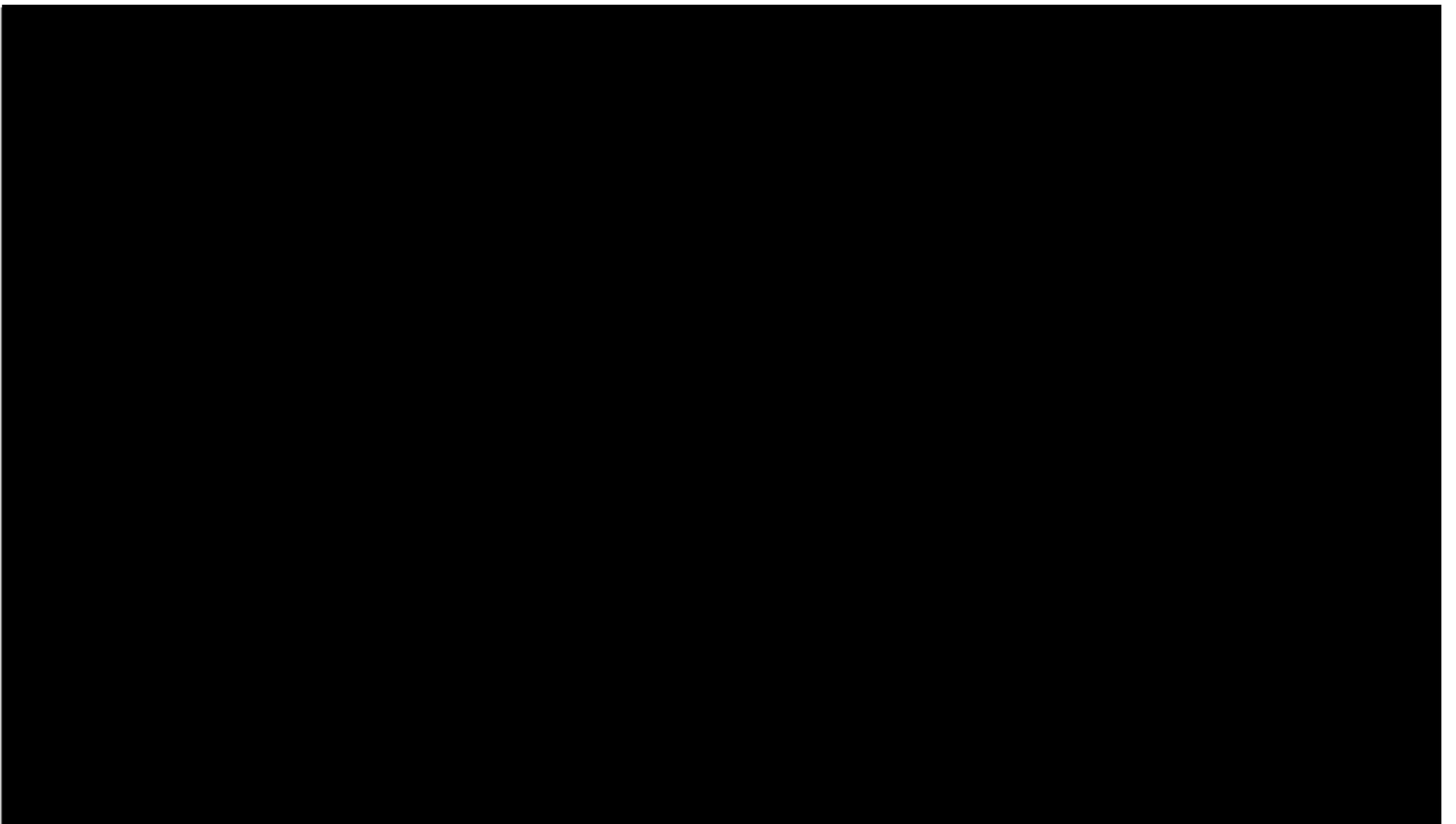


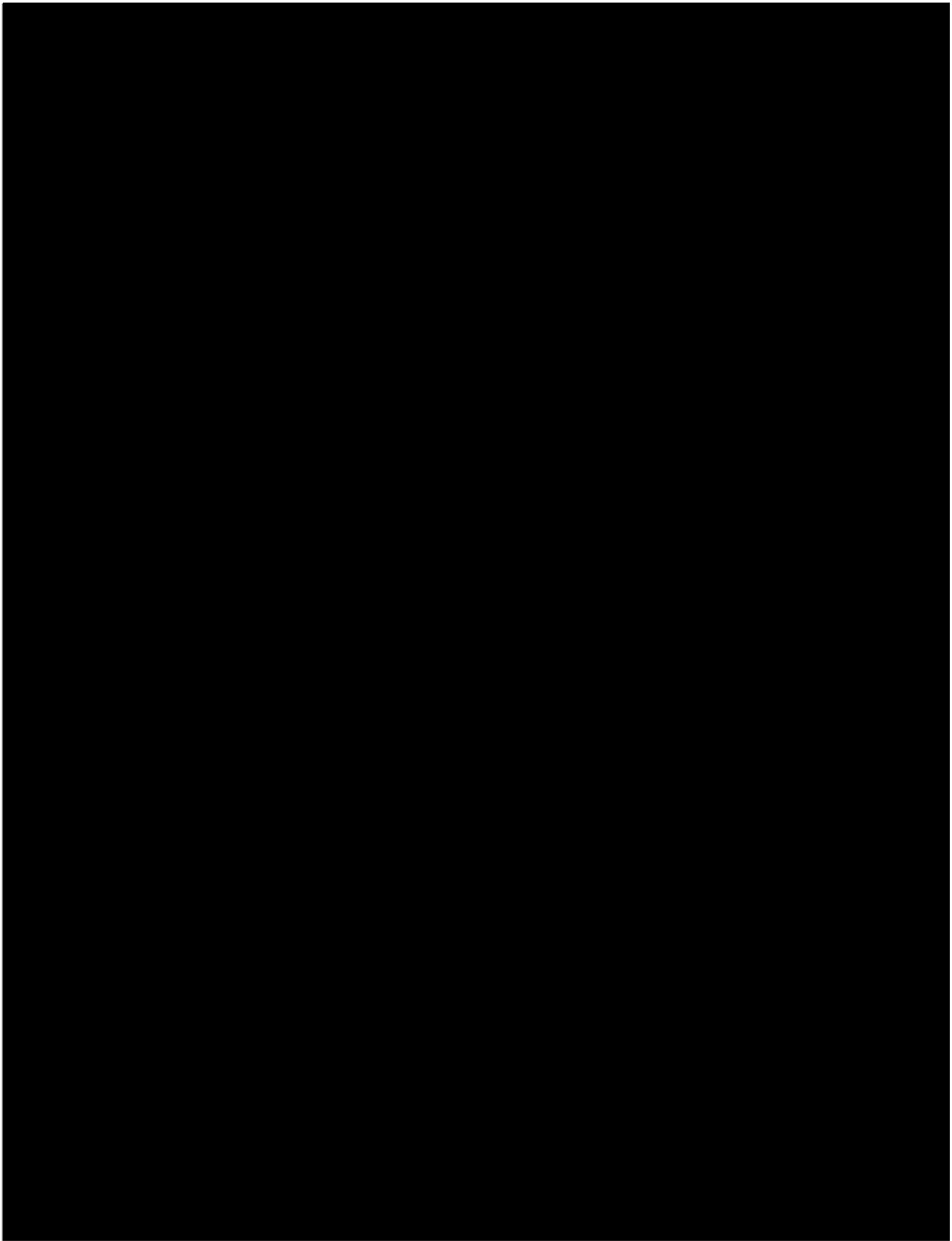






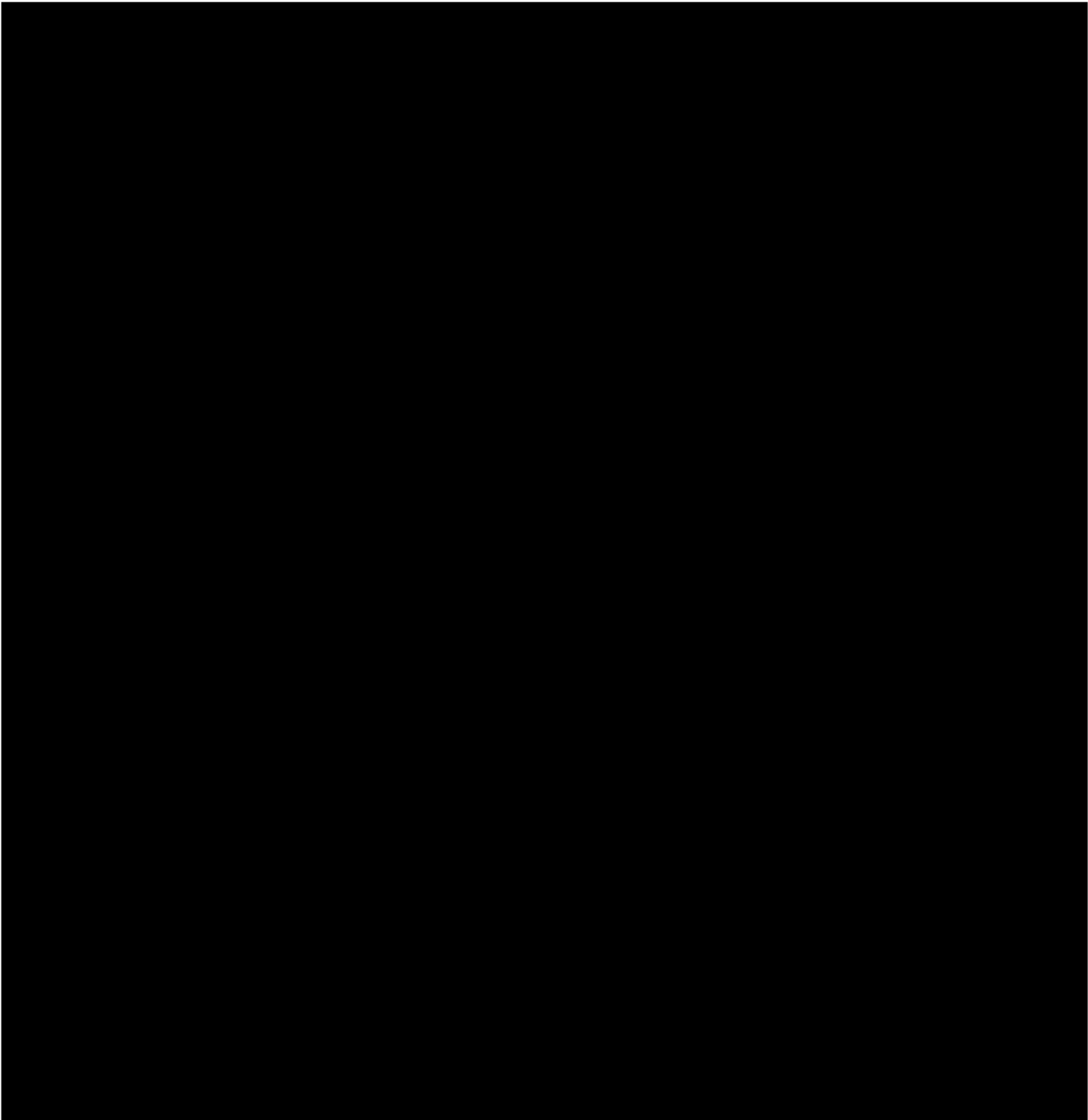


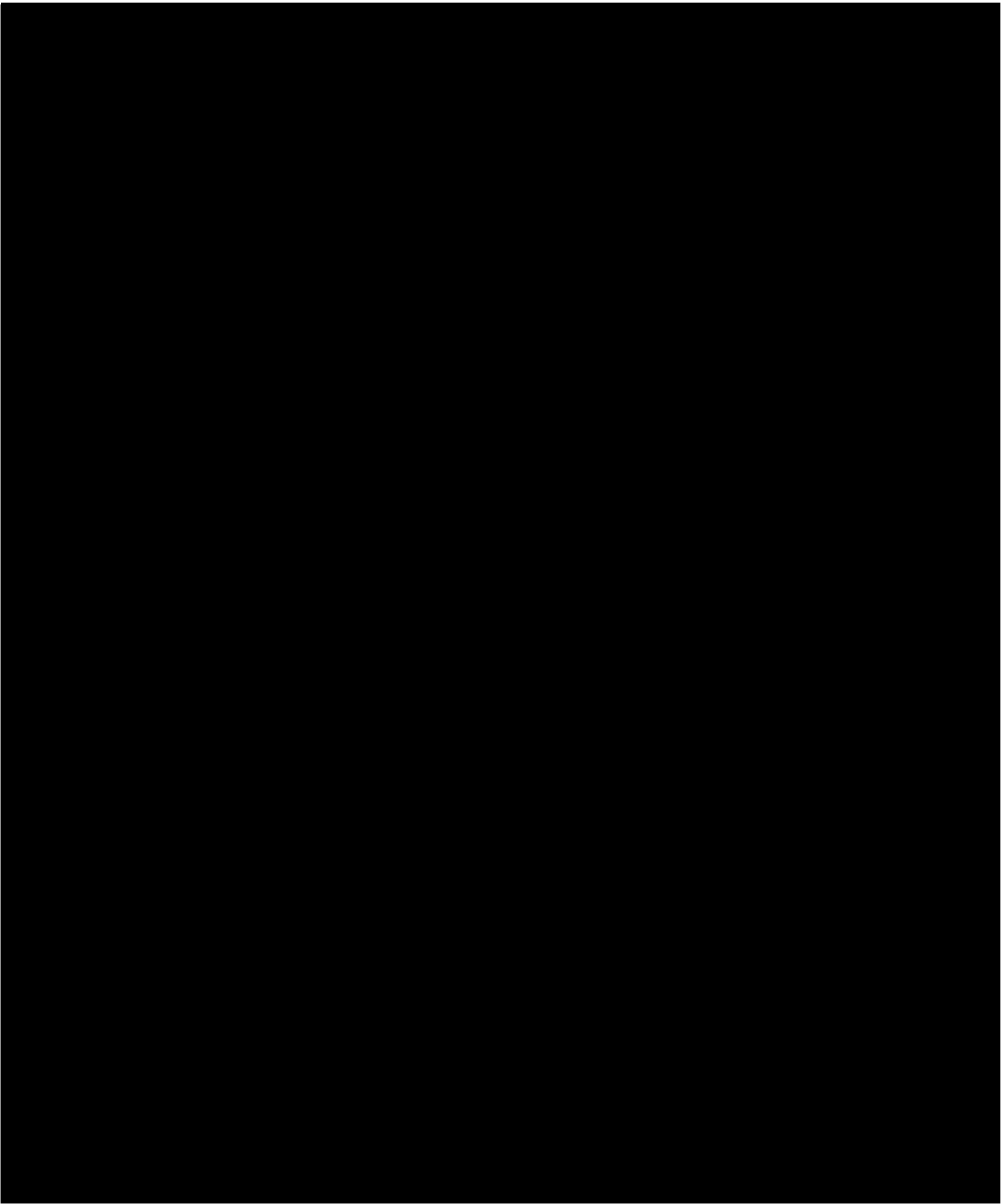




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[REDACTED]





[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

