1. ABOUT VIGO AND THE CONTRACT

Vigo is a residential village in Gravesham, Kent, situated in an exposed position at the top of the North Downs and within the Kent Downs National Landscape. The village itself contains, and is surrounded by, extensive areas of woodland, grassland and open space, and the Council places importance on maintaining its open, green character and managing its land with appropriate regard to biodiversity and the natural environment.

The civil parish covers approximately 68.6 hectares. Within the civil parish boundary, Vigo Parish Council owns approximately 17 hectares of community land, comprising woodland, grassland, verges, recreation areas and other public open spaces. The Council's tree stock numbers many thousands and includes substantial areas of chestnut-dominated woodland together with other native and ornamental species.

The work is dispersed throughout the village and frequently adjoins highways, public paths, recreation areas and residential properties. The Contractor will therefore need to work independently, exercise sound judgement and maintain good communication with the Clerk.

1.1 OPEN PLAN NATURE OF VIGO VILLAGE

Vigo was developed as an open-plan village. Many residential properties have no formal physical boundary to the front. Fences, walls, hedges and similar features cannot therefore necessarily be relied upon to identify the boundary between Council/community land and individual properties. The maps and schedules, together with clarification from the Clerk where necessary, should be used to establish the areas to be maintained.

1.2 ADVERSE WEATHER AND EMERGENCY ACCESS

Because of Vigo's exposed North Downs location, snow, ice and storms can make access difficult and the village can become isolated. Reliable emergency response and the ability to reach Vigo during adverse weather, so far as it is safe and legally possible to do so, are key requirements of this Contract.

2. SERVICE SPECIFICATION

2.1 GENERAL SERVICE REQUIREMENTS

The Contractor shall provide a proactive, reliable and flexible grounds maintenance service and shall maintain Council land and assets in a safe, accessible and appropriately maintained condition throughout the year.

The examples and task lists within this Specification are not exhaustive. The Contractor is expected to undertake reasonable routine tasks falling within the general nature and scope of the Contract without requiring a separate instruction for every item.

The Contractor shall organise and prioritise routine work having regard to season, weather, growth, public use, safety and the condition of individual areas. Significant or unusual matters should be raised with the Clerk.

Routine installation, replacement or minor repair of items such as bollards, litter bins, fencing and similar Council assets forms part of the Contract. Significant material costs or specialist equipment shall be agreed with the Clerk in advance.

All work falling within the normal scope of the Specification is included within the annual Contract Price. Routine tasks do not become separately chargeable merely because the Clerk specifically requests that they are undertaken.

The annual Contract Price shall include all ordinary vehicles, plant, tools and equipment reasonably required to undertake the Contract.

2.2 GRASS CUTTING AND GRASSLAND MANAGEMENT

Grass areas shown on the approved grass-cutting maps/schedule shall be maintained to provide a neat and well-kept appearance appropriate to the location and season.

As a general guide, during the main growing season most routinely mown areas are expected to require cutting approximately fortnightly, subject to weather, growth and the condition of the grass. The Contractor shall use reasonable judgement and adjust the frequency and timing as necessary to maintain the required standard, including where additional or less frequent cutting is appropriate.

Routine grass cutting shall generally be undertaken using a mulching method, with grass clippings finely cut and returned to the sward. Clippings shall not be left in obvious clumps or windrows.

Where the Specification requires arisings to be collected and removed, including designated cut-and-rake biodiversity areas, the mulching requirement shall not apply.

Grass shall be cut tightly to established woodland and scrub margins so that encroaching vegetation does not progressively reduce the extent of maintained grassland. Vegetation arising from adjoining woodland shall be cut back as required to preserve the established grass margin.

The Contractor shall avoid causing ruts or other avoidable ground damage. Any rutting or damage caused by the Contractor's vehicles or machinery shall be made good by the Contractor.

2.2.1 WATERLOW ROAD BIODIVERSITY VERGE REGIME

The whole of the Waterlow Road verge included within the Contract shall be managed under the Council's biodiversity cutting regime.

The whole verge shall receive an initial cut at the beginning of April. During May, June and July, edge strips approximately one metre wide shall be maintained, while the remainder of the verge is left uncut.

The whole verge shall be cut in early August. Within the areas identified by the Council for cut-and-rake management, the grass shall be cut, the cut material raked, and the arisings removed from the area. The remainder of the verge may be cut using the normal mulching method.

Following the early-August cut, the whole Waterlow Road verge shall return to the normal grass-cutting schedule for the remainder of the season.

The Clerk will identify the current cut-and-rake areas and notify the Contractor of any agreed amendments to the biodiversity management regime.

2.3 WOODLAND, TREES AND VEGETATION

The Contractor shall keep a general watch on Council-owned trees and woodland while undertaking other duties and shall proactively report any issues identified to the Clerk and shall respond to tree issues referred by the Clerk. This is not intended to replace any separate formal tree survey or inspection commissioned by the Council.

Routine and minor tree and vegetation works may include removal of minor dead or damaged branches, minor pruning, appropriate crown lifting/thinning, including climbing as required, removal of low or obstructive growth, and cutting back overhanging limbs or vegetation from property boundaries where appropriate, and the removal or felling of smaller trees, and larger trees where they can be climbed safely, where this falls within the normal scope of the contract.

Residents and other third parties should normally be encouraged to contact the Clerk in the first instance. Where the Contractor is approached directly, the Contractor may deal with a reasonable request for routine or minor work where it falls within the normal scope of the contract and the Contractor reasonably considers the work appropriate.

Significant tree works, including felling or substantial reduction, and contentious, unusual or policy-related requests shall be referred to the Clerk before work is undertaken.

Relevant work undertaken following a direct request shall be recorded through the Council's electronic work-recording system.

Where the Clerk receives a resident enquiry about a Council tree, the Contractor may be asked to inspect the tree and report back with any recommended work so that the resident can be updated.

The Contractor shall have regard to relevant Council woodland/tree management policies and plans notified by the Clerk. Resident-facing policy matters such as requests based solely on light, views or television reception are matters for the Council and do not create an automatic entitlement to tree works.

Deadwood within woodland shall not be removed solely because it is dead. Public safety shall be the primary consideration in deciding whether deadwood can be retained, particularly near roads, paths, properties, recreation areas and other frequently used locations.

Where appropriate and safe, a dead or declining tree may be pollarded or reduced rather than completely removed, or a standing stump may be retained for habitat value.

Tree works shall only be undertaken by persons with appropriate competence, training and qualifications for the operation and equipment involved. Where specialist tree work is undertaken by another person or subcontractor, the Contractor remains responsible for ensuring suitable competence and compliance with the Contract.

2.4 LITTER, WASTE AND GENERAL CLEANSING

Core public areas shall be kept free from litter to a high standard. Core areas shall be litter picked daily, with other Council areas attended at an appropriate frequency according to need.

Fly-tipping, dumped waste, abandoned vehicles or similar incidents observed on or affecting Council land shall be reported promptly to the Clerk, with photographs where practicable.

The Contractor may be asked to remove small quantities of ordinary dumped waste where this can be done safely and lawfully using normal equipment. Large-scale dumping, abandoned vehicles, hazardous or unidentified substances or material requiring specialist handling shall be referred to the Clerk.

Dog-waste bins are emptied by Gravesham Borough Council. Where a dog-waste bin is full, damaged or has not been emptied, the Contractor shall report this to the Clerk for referral to the Borough Council.

2.5 PLAY AREA, BALL PARK AND RECREATION AREAS

Formal weekly play-equipment inspections of both the children's play area and the Ball Park are undertaken by Gravesham Borough Council. The Contractor is not required to carry out a formal operational inspection.

The Contractor shall undertake a daily check for broken glass and other obvious hazards, including dog fouling, in the children's play area, Ball Park and The Bay and shall remove any hazards found, where safe to do so, as soon as practicable.

While working in these areas, the Contractor shall keep a general eye out for obvious hazards or significant defects, for example damaged or hanging equipment, a large hole, broken glass or another immediately apparent safety issue, and shall report such matters promptly to the Clerk.

Where the Ball Park requires substantial jet washing, the Council will arrange an external contractor. Routine litter and general cleanliness requirements remain within this Contract.

2.6 BUS SHELTERS AND UNDERPASS

The Council currently has two bus shelters. They shall be cleaned as and when required, including disinfection where necessary. The pedestrian underpass shall similarly be cleaned/disinfected as required.

Additional bus shelters may be installed during the Contract period. The routine maintenance requirements of this Specification shall apply to additional shelters, subject to agreement with the Contractor where the change would amount to a material increase in workload.

2.7 PATHS, VERGES AND ACCESS

Public highway paths (including the network of paths through the woods) are the responsibility of Kent County Council. Kent County Council are responsible for weed treatment and moss removal. The Contractor is not required to undertake formal inspections of these paths.

The Contractor shall prevent vegetation on Council land from encroaching onto paths, roads, lighting, signs, property boundaries and access routes. The Contractor shall also undertake leaf blowing to clear paths as required. Obvious highway/path defects noticed in the normal course of work should be reported to the Clerk.

2.8 SEASONAL DUTIES

Fallen leaves shall be cleared as required where accumulation is likely to cause a hazard, obstruction or significant nuisance, with particular attention to wet or compacted leaves affecting access.

2.8.1 SNOW AND ICE

During snow and ice, the Contractor shall undertake reasonable clearance and treatment of specified Council-owned areas to help maintain essential pedestrian access.
At The Bay, the Contractor shall clear and, where appropriate, treat a pedestrian route sufficient to maintain access to the Village Hall and shops. The Contractor is not required to clear the whole of The Bay or any car park.

The small areas of Parish Council-owned land outside the school shall also be cleared and, where appropriate, treated. Other land affecting access to the school may be Kent County Council land; any community/school working party arrangements for clearing such land are outside the Contractor's routine obligations.

Highway salt bins are supplied and replenished by Kent County Council and should be used first. Empty, damaged or otherwise deficient bins noticed by the Contractor shall be reported to the Clerk.

2.9 MINOR WORKS AND COUNCIL ASSETS

Routine minor grounds-related works, including installation, replacement or minor repair of bollards, litter bins, fencing and similar Council assets, form part of the Contract. Labour for such routine minor works is included in the annual Contract Price; significant material costs or specialist equipment shall be agreed in advance.

Some flower boxes are maintained by residents. The Clerk will identify the flower boxes/containers for which the Contractor is responsible.

Spring bulb planting and painting of metal benches/bollards are undertaken under a separate gardening arrangement and do not form part of this Contract.

Where a mobile elevated work platform (MEWP/cherry picker) is required for tree work, the hire cost will be met separately by Vigo Parish Council and shall not be included within the annual Contract Price. The requirement and cost shall be agreed with the Clerk in advance except where immediate use is reasonably necessary in a genuine emergency.

Any other exceptional specialist equipment for which an additional charge is proposed must similarly be agreed with the Clerk in advance.

The Council has a garage and fenced outdoor compound which may be made available to the Contractor for use in connection with the Contract, subject to arrangements agreed with the Clerk.

2.10 EMERGENCY AND URGENT RESPONSE

The Contractor shall provide reasonable assistance in responding to urgent incidents affecting Council land, trees or assets, including fallen or dangerous trees/branches, storm damage, obstructions affecting access, significant damage and urgent hazards in public areas.

Urgent matters during normal operating hours shall be responded to as soon as reasonably practicable, having regard to seriousness. The Contractor shall also maintain an appropriate means of emergency contact outside normal operating hours.

Where an area cannot immediately be made safe, the Contractor shall take reasonable temporary measures within their competence to restrict or warn against access and shall notify the Clerk promptly.

2.10.1 PRINCIPAL ROUTE OBSTRUCTION BY THIRD PARTY TREES

Where a fallen tree or branch obstructs or significantly restricts a highway or other principal access route through Vigo, the Contractor shall notify the Clerk and/or appropriate highway authority as soon as reasonably practicable.

Where the tree is not owned by Vigo Parish Council, responsibility will normally rest with the relevant landowner and/or highway authority. As a last resort, where the obstruction presents an immediate access or safety issue and timely action by the responsible party is not reasonably available, the Clerk may authorise the Contractor to undertake the minimum work reasonably necessary to restore safe passage.

Such intervention will normally be limited to cutting and moving sufficient material to a safe location. Removal or disposal of the tree/material does not form part of the intervention unless specifically authorised. Photographs should be taken before and after where practicable and the work recorded.

Any additional charge for such work shall be dealt with in accordance with the Contract's provisions for emergency work and additional charges.

2.11 COMMUNICATION AND ELECTRONIC WORK RECORDS

Day-to-day communication may take place by telephone, text or email during normal daytime working hours. Email may be sent outside normal hours; telephone contact outside normal hours will normally be reserved for urgent or emergency matters.

The Council operates an electronic work-recording system accessible by mobile phone. The Contractor shall maintain appropriate records of work undertaken and finalise/submit the record monthly in accordance with arrangements agreed with the Clerk.

Records should identify the work and location and may include brief notes or photographs where appropriate. Significant incidents, hazards, urgent tree matters and other issues requiring attention shall be reported promptly and not left until the monthly record.

The Contractor shall attend a meeting with the Clerk and/or Council representatives if reasonably requested. Routine attendance at a fixed number of Council meetings is not required.

2.12 CONDUCT AND PUBLIC INTERACTION

The Contractor and anyone working on their behalf shall conduct themselves in a professional, courteous and respectful manner when working in Vigo and when dealing with residents, businesses, visitors and other members of the public.

The Contractor and anyone working on their behalf shall, if reasonably asked by a member of the public, identify themselves as working on behalf of Vigo Parish Council.

Complaints, disputes, contentious requests, significant works or matters involving Council policy shall be referred to the Clerk.

The Contractor shall not use Council land, facilities, equipment or information obtained through the Contract for private or unauthorised purposes.

Any serious complaint concerning conduct may be investigated by the Council and may be dealt with under the performance/default provisions of the Contract.

2.13 HEALTH AND SAFETY

The Contractor is responsible for ensuring that all work is carried out safely and in accordance with applicable health and safety legislation, relevant industry guidance and good practice.

Appropriate risk assessments shall be maintained. Personnel shall be appropriately trained, competent and equipped. Work equipment shall be suitable, properly maintained and used in accordance with the Provision and Use of Work Equipment Regulations 1998 (PUWER), where applicable. The Contractor shall ensure that suitable personal protective equipment is provided to and used by all persons undertaking the work, in accordance with applicable legislation and the requirements of the risk assessment.

Work areas shall be managed to minimise risk to residents, pedestrians, road users and other members of the public. The Contractor shall provide and use appropriate temporary barriers, fencing, cones, warning notices and other safety measures where required by the nature or location of the work and the risk assessment.

Particular care shall be taken during tree work, work at height, or other activities where there is a risk from falling branches, tools or materials, with an appropriate exclusion zone established and maintained where necessary.

Work shall be temporarily suspended where it cannot safely continue because of the proximity of pedestrians, children, animals, vehicles or other activity.

Significant accidents, incidents, near misses, damage or safety-related occurrences arising from the Contractor's activities shall be reported to the Clerk as soon as reasonably practicable; serious incidents shall be reported immediately.

2.14 CONTINUITY OF SERVICE AND ABSENCE

The Contractor shall maintain sufficient arrangements to ensure continuity of the required services throughout the Contract period, including during annual leave, sickness or other absence.

Where an absence may materially affect service delivery, the Clerk shall be informed in advance wherever reasonably practicable and advised of the arrangements for maintaining the service.

Replacement or temporary personnel shall be suitably competent, trained and insured. Appropriate urgent/emergency response arrangements, including adverse-weather access to Vigo, shall remain available during absence.

2.15 WORKING DAYS AND HOURS

Routine services under the Contract shall normally be undertaken Monday to Friday during reasonable daytime hours. The Contractor shall have regard to nearby residents and avoid unnecessary disturbance, particularly early in the morning or late in the evening.

Urgent or emergency work may be undertaken outside these times, including at weekends and on Bank Holidays, where reasonably necessary.

2.16 WASTE AND ENVIRONMENTAL CONTROLS

Waste and arisings generated through the Contract shall be managed and disposed of safely, responsibly and lawfully. Where appropriate, timber or parts of trees may be retained on Council land for habitat or other environmental purposes with the agreement of the Clerk, provided this does not create a safety, access or nuisance issue.

Herbicides, pesticides and other chemical treatments shall only be used where necessary and appropriate, by persons holding any legally required competence/certification, and in accordance with relevant legal requirements, product instructions and good practice.

Fuel, herbicides, pesticides and other potentially hazardous substances shall be stored securely and in accordance with applicable legal requirements and manufacturers' instructions.

All works shall be undertaken with appropriate regard to wildlife and habitats and in accordance with applicable wildlife legislation and relevant Council management requirements.

2.17 DAMAGE AND REPORTING

The Contractor shall take reasonable care to avoid damage to Council property, highways, residents' property, utilities, trees, grassed areas and other land/assets. Damage caused by the Contractor, employees, agents or subcontractors shall be reported promptly and, where the Contractor is responsible, made good at the Contractor's cost to the reasonable satisfaction of the Council.

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