



Homes
England

Date: 15/05/2020

Our Ref: RFI2952

Tel: 0300 1234 500

Email: infogov@homesengland.gov.uk

Making homes happen

██████████
By Email Only

Windsor House
Homes England – 6th Floor
50 Victoria Street
London
SW1H 0TL

Dear ██████████,

RE: Request for Information – RFI2952

Thank you for your recent email, which was processed under the Freedom of Information Act 2000 (FOIA). For clarification, you requested the following information:

I am therefore making a FOI request for a copy of the completed Deed of Novation between the Homes and Community Agency and Preston City Council, included in Appendix 2 of the CRA Agreement, dated 31, March, 2010, which presumably you have on file as the underlying arrangements remain current.

I am also wondering if you have on file the contract in which HCA appointed the Contractor.

This item is mentioned, under the heading of 'Background', in the Deed of Novation.

If you have it can you please let me have a copy as a further FOI request.

Response

We can confirm that we do hold some of the requested information.

1) *Completed Deed of Novation between Homes and Communities Agency and Preston City Council*

I am able to confirm that Homes England does not hold the information detailed in your request.

In order to conclude that the information is not held, we have searched with our Deeds and Records Management and Economics teams who would have the requested information if held.

The FOIA does not oblige a public authority to create information to answer a request if the requested information is not held. The duty under section 1(1) is only to provide the recorded information held.

The full text of section 1 in the legislation can be found here:

<https://www.legislation.gov.uk/ukpga/2000/36/section/1>

OFFICIAL



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Email: infogov@homesengland.gov.uk

2) Contractor appointment contracts

As detailed in Schedule 3 of the CRA Agreement between the Homes and Communities Agency and Preston City Council three contracts for Landscape Maintenance were entered into:

SCHEDULE 3

Landscape Maintenance Contracts

Contract No.	Site	Contractor
NL291	Longsands and Preston Remainders	Barton Grange Landscapes
NL292	Cottam CRA Landscape Management	ADJ Limited
NL293	Central Lancashire Play Area Inspection and Repairs	Barton Grange Landscapes

These contracts are provided with this response as the following Annexes:

NL291 – Annex A

NL292 – Annex B

NL293 – Annex C

Right to Appeal

If you are not happy with the information that has been provided or the way in which your request has been handled you may request an internal review by writing to;

The Information Governance Team
Homes England – 6th Floor
Windsor House
50 Victoria Street
London
SW1H 0TL

Or by email to infogov@homesengland.gov.uk

You may also complain to the Information Commissioner however, the Information Commissioner does usually expect the internal review procedure to be exhausted in the first instance.

The Information Commissioner's details can be found via the following link
<https://ico.org.uk/>

Please note that the contents of your request and this response are also subject to the Freedom of Information Act 2000. Homes England may be required to disclose your request and our response accordingly.

Yours sincerely,

The Information Governance Team
For Homes England

DATED

4th November

2009

HOMES AND COMMUNITIES AGENCY (1)

THE BARTON GRANGE GROUP LIMITED (2)

AGREEMENT

Longsands and Preston Remainder Landscape
Management and Cleansing Contract 2009-2011
NL291

Date

THIS AGREEMENT is made the 6th day of NOVEMBER 2009

BETWEEN:

- (1) **Homes and Communities Agency** of 110 Buckingham Palace Road, London SW1W 9SA
(hereinafter called "the Employer")

of the one part and

- (2) **The Barton Grange Group Limited** registered in England and Wales under number 00598953 registered office is at Cardwell Farm, Garstang Road, Barton, PRESTON, Lancashire, PR3 5DR
(hereinafter called "the Contractor") of the other part

WHEREAS

- A. The Employer has procured the submission of the Form of Tender by the Contractor for the completion of Works anticipating a completion of this Agreement and has accepted the Tender.
- B. The Employer wishes the following work should be carried out being the routine and general landscape management of the soft and hard landscape areas within the contract boundary to commence on 29th June 2009 and to be completed on 27th March 2011 (hereinafter called "the Works") to be carried out under the direction of Phil Jolly, Homes and Communities Agency, Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington, WA3 7QH (hereinafter called "the Contract Administrator" for the avoidance of doubt the Contract Administrator may also be referred to as the Supervising Officer)
- C. The Contractor has stated the sum he will require for carrying out such work, which sum is that in Clause 5 hereof and has priced the Schedule;

D. The Contract Documents have been signed by or on behalf of the parties hereto;

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Preliminaries and General Conditions and the Contract Document hereinafter refers to.

2. The following documents (a copy of which is attached) shall be deemed to form and be read and construed as part of this Agreement, which show and describe the work to be undertaken, namely:-

- (a) the said Tender and written acceptance thereof
- (b) the Preliminaries and General Conditions
- (c) the Design Risk Assessment
- (d) the Specification and Appendices, Area Schedule, Frequency Schedule
- (e) the Schedule of Works
- (f) the Schedule of Additional Works
- (g) the Dayworks
- (h) the Contract Drawings as follows:

Location Plan EP/CL/5974 1 Rev D

Preston East Employment Area WOOOO502 Rev A

Longsands North LS372 Rev F

Longsands South LS371 Rev E

New Rough Hey LS373 Rev E

Land at Rough Hey Farm/Old Railway & Nature Reserve WOOOO3835
Rev A

Roman Way Employment Area WOOO2287 Rev C

Rough Hey Valley WOOO817 Rev E

Preston Urban Areas WOOOO817 Rev E

Tanterton Local Centre Reserve Site WOOO1731 Rev B

Land Adjacent Austin Crescent, Ingol WOOO1729 Rev B

Land at Walker Lane, Ingol W0001730 Rev D

Land Adjacent to Boy's Lane, Ingol W0001728 Rev C

Land Adjacent to Eastway/Durton Lane, Broughton W0001733 Rev J

Land at Londonberry Bridge, Houghton W0001056

and they together shall form the Contract Documents

3. For the purposes of the Construction (Design and Management) Regulations 2007 ("the CDM Regulations") the status of the project that comprises or includes the Works is stated in the Contract Documents
4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to complete the Works and conformity in all respects at the provision of the Contract and in accordance with the Contract Documents.
5. The Employer will pay the Contractor for the Works the sum of £ 71,268.50 exclusive of VAT or such other sum as shall become payable hereunder at the times and in the manner specified in the Contract Documents.
6. For the purposes of the Contract the Contract Administrator is Phil Jolly, Homes and Communities Agency, Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington, WA3 7QH or, if he ceases to be the Contract Administrator, such other person as the Employer shall nominate for that purpose (such nomination to be made within 14 days of the cessation) provided that no replacement Contract Administrator appointed for this Contract shall be entitled to disregard or overrule any certificate opinion decision approval or instruction given by any predecessor in that post save to the extent that the predecessor if still in the post would then have had power under this Contract to do so

- D. J. S.
7. If the CDM Regulations apply to the project and if it is notifiable the CDM Co-ordinator for the purposes of the CDM Regulations is the Contract Administrator or if he ceases to be the CDM Co-ordinator such other person as the Employer shall appoint pursuant to regulation 14 (1) of those regulations.
 8. If the CDM Regulations apply to the project and it is notifiable the Principal Contractor for the purposes of CDM Regulations is the Contractor or if he ceases to be the Principle Contractor such other contractor as the Employer shall appoint pursuant to regulation 14(2) of those regulations.
 9. If any dispute or difference arises under this Contract either party may refer it to adjudication in accordance with clause 7.2 of the JCLI Landscape Maintenance Works Contract 2008 (" the JCLI LMWC 2008")
 10. Where Article 7 of the JCLI LMWC 2008 applies then subject to Article 6 of the JCLI LMWC 2008 and the exceptions set out below any dispute or difference between the parties of any kind whatsoever arising out of or in connection with this Contract whether before during the progress or after the completion or abandonment of the Works or after the termination of the Contractor's employment shall be referred to arbitration in accordance the JCLI LMWC 2008. The exceptions to this Article 7 are:-
 - 10.1 any disputes or difference arising under or in respect of the JCLI LMWC 2008 or VAT to the extent that legislation provides another method of resolving such disputes or differences and
 - 10.2 any disputes or differences in connection with the enforcement of any decision of any Adjudicator

- D. 2
11. Unless expressly provided in this agreement no term of this agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it
 12. The construction, validity and performance of this agreement shall be governed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts

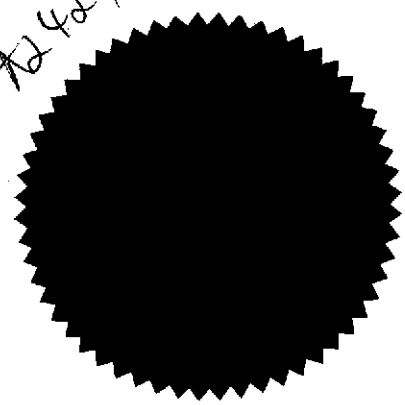
Part 2

IN WITNESS WHEREOF this document has been executed as a Deed by the parties hereto but is not intended to have legal effect until it has been unconditionally delivered and dated.

THE COMMON SEAL OF
HOMES AND COMMUNITIES AGENCY

was hereunto affixed in the presence of:-

12/4/9



[Handwritten signature]

Authorised Signatory

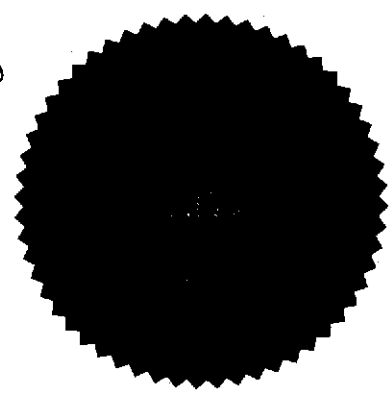
THE COMMON SEAL OF
THE BARTON GRANGE GROUP LIMITED

was hereunto affixed in the presence of:-

Director

[Handwritten signature]

~~Director/Secretary~~



OR//

EXECUTED AS A DEED by
THE BARTON GRANGE GROUP LIMITED

acting by

Director

~~Director/Secretary~~

[Handwritten signature]

**LONGSANDS & PRESTON REMAINDER
LANDSCAPE MANAGEMENT & CLEANSING**

2009 - 2011

NL291

Prepared by:

TEP – The Environment Partnership
Genesis Centre
Birchwood Science Park
Warrington
WA3 7BH

For:

Homes and Communities Agency
Arpley House
110 Birchwood Boulevard
BIRCHWOOD
Warrington
WA3 7QH

June 2009

File Ref: NGKGSPRASTR648.001 (NL291)

Form of Tender
Final Summary
Contract Programme
Instructions to Tenderers
Contract Agreement
Preliminaries and General Conditions
Design Risk Assessment
Specification
Schedule of Works
Schedule of Additional Works
Dayworks

Section 1
Section 2
Section 3
Section 4
Section 5
Section 6

Written
SM

Checked
SM

Approved
CMN

DEFINITIONS AND ABBREVIATIONS USED IN THESE TENDER DOCUMENTS

DEFINITIONS

The parties referred to in the documents are as follows:

The '**Tenderer**' shall mean persons submitting a tender before the tender is accepted.

The '**Contractor**' shall be the successful tenderer appointed by the Employer

The whole of the works shall be carried out to their or their authorised representative's satisfaction.

'**Works**' shall mean any specified operation or operations under this Contract.

The '**Site**' shall mean the area agreed by the Contractor and the Contract Administrator.

In this contract:

- (a) Words importing the masculine gender only shall include the feminine gender and vice versa.
- (b) Words importing the singular number only shall include the plural number and vice versa.
- (c) Words importing persons include corporations and vice versa.

ABBREVIATIONS

C.A.	- Contract Administrator	l.m.	- linear metre(s)
m	- metre(s)	ha	- hectare(s)
mm	- millimetre(s)	gm	- gramme(s)
m ²	- square metre(s)	No	- Number

COPY

Longsands & Preston Remainder Landscape Management & Cleansing
2009 - 2011
NL291

HOMES & COMMUNITIES AGENCY
TENDER OPENING PANEL
22 JUN 2009
[Handwritten signatures]

Chief Executive
HCA

Sir

I/We BARTON GRANDE LANDSCAPES (Contractor's name)

having read the letter of invitation, the Preliminaries, Conditions of Contract, the Specification, Schedules of Works, delivered to us and having examined the drawings referred to therein, do hereby offer to execute and complete the whole of the works described for the FIXED PRICE TENDER sum carried from the Final Summary of:

£ SEVENTY ONE THOUSAND TWO HUNDRED AND SIXTY EIGHT POUNDS
FIFTY PENCE
..... (amount in words).

I/We confirm that we currently hold (or agree to effect) Public Liability/Third Party Insurance indemnifying us and the Employer against such liability with a limit of indemnity of not less than £5 million in any one accident, unlimited in any one year.

I/We understand that it may be necessary to negotiate a level of cost acceptable to the Employer.

This Tender remains open for acceptance for two calendar months from the tender return date.

I/We have not included in the above sum any amount in respect of VAT.

I/We agree and understand that no insertion or endorsement made to this Form of Tender or any other conditions made by the Tenderer in connection with this tender figure will be accepted by the Employer and any such insertion, endorsement or condition shall render the tender liable to rejection by the Employer.

Dated this 18th day of June 2009

SIGNED* D. Bennett WITNESS [Signature]

PRINTNAME DAVID BENNETT ADDRESS c/o Barton Grande Landscapes

POSITION IN COMPANY ACCOUNTS MANAGER

NAME & ADDRESS OF COMPANY BARTON GRANDE LANDSCAPES WITNESS [Signature]

Caroleen Farm Garsington Road ADDRESS c/o Barton Grande Landscapes
Barton, Preston, Lancs, PR3 5DR

*IN THE CASE OF PARTNERSHIPS OR SOLE PRACTITIONERS A PARTNER OR THE SOLE PROPRIETOR MUST SIGN HERE.

The Agency do not bind themselves to accept the lowest or any tender and no expense by a person submitting a tender will be paid for.

Homes and Communities agency

Longsands & Preston Remainder Landscape Management & Cleansing
2009 - 2011

NL291

FINAL SUMMARY

		From page	£
	Definitions and Abbreviations	0/1	N/A
	Form of Tender	0/2	N/A
	Final Summary	0/3	N/A
	Contract Programme	0/4	N/A
	Instructions to Tenderers	1,2	N/A
	Form of Agreement	A-C	N/A
SECTION 1	Preliminaries and General Conditions	1/25 /
SECTION 2	Design Risk Assessment	2/1 - 2/10	N/A
SECTION 3	Specification and Appendices	3/1 - 3/49	N/A
	Area Schedule	S1 - S2	N/A
	Frequency Schedule	F1 - F4	N/A
SECTION 4	Schedule of Works	4/1 - 4/7	26,900 - 00 ✓
SECTION 5	Schedule of Additional Works	5/1 - 5/5	3,868 - 50 ✓
SECTION 6	Dayworks 2009/10	6/2	10,250 - 00 ✓
	Dayworks 2010/11	6/3	10,250 - 00 ✓
	Contingencies		£20,000.00
	TOTAL CARRIED TO FORM OF TENDER		<u>71,268 - 50 ✓</u>

TENDERER

BARTON GRANGE LANDSCAPES

CONTRACT PROGRAMME

Longsands & Preston Remainder Landscape Management & Cleansing
2009 - 2011

NL291

PROGRAMME	
TASKS	DATE
Out to Tender	05/06/2009
Tender Return	22/06/2009
Pre-contract meeting	To be agreed
Start on site	29/06/2009
Completion of Contract Period	27/03/2011

The Tenderer must guarantee to complete the specified tasks by the above completion dates, except for reasons beyond their control.

Signed: D. Bennett

On behalf of BARTON GRANGE LANDSCAPES

Date: 18/6/09

To be completed and returned as part of the Tender.

**FREQUENCY SCHEDULES
AREA SCHEDULES**

INSTRUCTIONS TO TENDERERS

1. The person tendering must obtain for himself on his own responsibility and at his own expense all the information necessary to submit a tender and examine the drawings, Conditions of Contract, Specifications and Schedules of Works prior to submitting his tender.
2. Should there be any doubt or ambiguity as to the meaning of any of the above mentioned documents, such doubt shall be set out in writing by the person tendering prior to submitting the tender.
3. The Contractor will be required to sign the tender documents which shall form the basis of a legal contract.
4. No alteration may be made to any of the documents attached thereto without the written authorisation of the Contract Administrator. If any alterations are made or if these instructions are not fully complied with, the tender will be rejected.
5. The tenderer shall satisfy himself before submitting his tender that he has adequate labour to complete the works and that he is able to obtain supplies of all materials required in connection with the works.
6. The documents must be returned by 1pm on the Return Date in the envelope supplied. Only tenders submitted in the envelope supplied and received before this deadline will be accepted. Tenders submitted bearing any marks identifying the sender will not be opened.
7. Tenderers are to set out their tender in the documents provided and bring forward the total to the Final Summary and the Form of Tender. **THIS MUST BE COMPLETED IN FULL IN BLACK INK.** One copy of the completed and fully priced Final Summary and Form of Tender for this contract should be returned in the envelope provided to Chief Executive, HCA, St. George's House, Kingsway, Team Valley, Gateshead, NE11 0NA.
8. Prices quoted shall be exclusive of Value Added Tax where applicable. The tender should be on a fixed price basis AND REMAIN VALID FOR ACCEPTANCE FOR TWO MONTHS from the tender return date and shall be for the execution of the work in strict conformity with these documents.
9. The tender sum shall include profit, cash discount, cartage, labour, materials and all other expenses of any kind which are all to be borne by the Contractor.

10. The Agency is not bound to accept the lowest or any tender and will not be responsible for or pay for any expenses or losses which may be incurred by the Tenderer in the preparation of his tender.
11. Directions or notice to be given to the Contractor may be posted to the address given on the Form of Tender and such posting shall be deemed good service of such notice and the time mentioned in these documents for doing any act after direction or notice shall be reckoned from the time of posting.
12. Should any further drawings or instructions be issued to tenderers prior to the date for submission of tenders, these will be deemed to be part of the Contract Documents.
13. Information with regard to the existing or proposed position of pipes, cables, wires etc, whether Private or Public Utility or other Statutory Undertakers, is to be obtained by the Contractor from the various Private or Public or Statutory Authorities and the Employer can in no way be held responsible for any inaccurate information obtained.
14. Before any tender can be accepted, the priced document from the lowest tenderer will be checked by the Contract Administrator. The Tenderer will be notified of any errors in computation of his tender and afforded the opportunity to either stand by his tender or withdraw. Should the Tenderer elect to withdraw his offer, the next lowest tender will be examined accordingly.
15. Code of Procedure for Single Stage Selective Tendering 1994 Section 6 Alternative 1 published by the National Joint Consultative Committee for Building will apply.
16. Tenderers who are unable to submit a tender are requested to confirm this in writing as soon as possible, stating their reasons. They should also return all tender documents, so that another Tenderer may be given the opportunity of submitting a tender for this project.

The Homes and Communities Agency of Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington, WA3 (hereafter called 'the Agency') has procured the submission of the Form of Tender anticipating the completion of this agreement.

This Agreement is made the _____ day of _____ 20__

between _____

of _____

(herein after called 'the Employer')

of the one part AND _____

of (or whose registered office is at) _____

(hereinafter called 'the Contractor') of the other part.

Whereas

First

The Employer wishes to have landscape maintenance work carried out at:

_____ ('the Works')

Under the direction of the Contract Administrator referred to in Article 3;

Second

The Employer has had the following documents prepared which show and describe the work to be done;

the drawings numbered/listed in _____ (the 'Contract Drawings')

a specification (the 'Contract Specification')

Schedule of Works

Schedule of Additional Works

Schedule of Dayworks

Which for identification have been signed or initialled by or on behalf of each Party and those documents together with the Conditions (collectively the 'Contract Documents') are annexed to this Agreement.

Third

The Contractor has supplied the Employer with a copy of the priced Contract Specification, Schedule of Works, Schedule of Additional Works and Schedule of Dayworks;

Fourth

For the purposes of the Construction (Design and Management) regulations 2007 (the 'CDM Regulations') the status of the project that comprises or includes the Works is stated in the Contract Particulars;

Now it is hereby agreed as follows

Article 1 Contractor's Obligations

The Contractor shall carry out and complete the Works in accordance with the Contract Documents.

Article 2 Contract Sum

The Employer will pay the Contractor at the times and in the manner specified in the Conditions a VAT-exclusive sum calculated in accordance with the priced Specification, Schedules of Works, Schedule of Additional Works and Schedule of Dayworks or such other sum as shall become payable under this Contract.

Article 3 Contract Administrator

For the purposes of the Contract the Contract Administrator is

_____ of _____

or, if he ceases to be the Contract Administrator, such other person as the Employer shall nominate for that purpose (such nomination to be made within 14 days of the cessation), provided that no replacement Contract Administrator appointed for this Contract shall be entitled to disregard or overrule any certificate, opinion, decision, approval or instruction given by any predecessor in that post, save to the extent that the predecessor if still in the post would then have had power under this Contract to do so.

Article 4 CDM Co-ordinator

If the CDM Regulations apply to the project and it is notifiable, the CDM Co-ordinator for the purposes of the CDM Regulations is the Contract Administrator

(or) _____ of _____

or, if he ceases to be the CDM Co-ordinator, such other person as the Employer shall appoint pursuant to regulation 14(1) of those regulations.

Article 5 Principal Contractor

If the CDM Regulations apply to the project and it is notifiable, the Principal Contractor for the purposes of CDM Regulations is the Contractor

(or) _____

of _____

Or, if he ceases to be the Principal Contractor, such other contractor as the Employer shall appoint pursuant to regulation 14(2) of those regulations.

Article 6 Adjudication

If any dispute or difference arises under this Contract either Party may refer it to adjudication in accordance with clause 7.2.

Article 7 Arbitration

Where Article 7 applies, then, subject to Article 6 and the exceptions set out below, any dispute or difference between the Parties of any kind whatsoever arising out of or in connection with this Contract, whether before, during the progress or after the completion or abandonment of the Works or after the termination of the Contractor's employment, shall be referred to arbitration in accordance with Schedule 1 and the JCT 2005 edition of the Construction Industry Model Arbitration Rules (CIMAR). The exceptions to this Article 7 are;

any disputes or differences arising under or in respect of the Construction Industry Scheme or VAT, to the extent that legislation provides another method of resolving such disputes or differences; and

any disputes or differences in connection with the enforcement of any decision of an Adjudicator.

Article 8 Legal Proceedings

Subject to Article 6 (where it applies) to Article 7, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

IN WITNESS WHEREOF the parties hereunto have caused their respective seals to be hereinto affixed the day and year first before written.

THE COMMON SEAL of the employer
was hereunto affixed in the presence of :-

THE COMMON SEAL OF
was hereunto affixed in the presence of :-

SECTION 1

PRELIMINARIES & GENERAL CONDITIONS

PRELIMINARIES

1.1 SCOPE OF CONTRACT

The proposed contract is to commence on 29th June 2009 and be completed on 27th March 2011 and will include the routine and general landscape management of the soft and hard landscape areas within the Contract boundary for the total contract period.

Homes and Communities Agency are actively seeking to disengage from its residual assets and as such it is possible the works contained within the contract will be transferred to a responsible organisation during the contract period. In this event the novation agreement contained in this document will apply.

1.2 LOCATIONS OF AND ACCESS TO THE WORKS

The Works will be required in various sites in the Preston district.

The Contractor will be responsible for agreeing methods of access to the sites with the C.A., and also for ensuring that his own vehicles and those of subcontractors, suppliers or others employed by him under this contract use only the agreed routes.

1.3 CONTRACT DRAWINGS

The Contract Drawings will be as follows:

Drawing Number/Revision.	Scale.	Drawing Number/Revision	Scale.
Location Plan EP/CL/5974_1 Rev.F	1:10000 @ A1	Land Adjacent Austin Crescent, Ingol W0001729 Rev B	1:1250 @ A4
Preston East Employment Area W0000502 Rev A	1:1250 @ A1	Land at Walker Lane, Ingol W0001730 Rev D	1:1250 @ A3
Longsands North LS372 Rev F	1:1250 @ A1	Land Adjacent to Boy's Lane, Ingol W0001728 Rev C	1:1250 @ A4
Longsands South LS371 Rev E	1:1250 @ A0	Land Adjacent to Eastway/Durton Lane, Broughton W0001733 Rev J	1:1250 @ A0
New Rough Hey LS373 Rev E	1:1250 @ A1	Land at Londonberry Bridge, Haighton W0001056 Rev A	1:1250 @ A4
Land at Rough Hey Farm/Old Railway & Nature Reserve W0003835 Rev A	1:1250 @ A2		
Roman Way Employment Area W0000514 Rev C	1:1250 @ A3		
Rough Hey Valley W0002287 Rev B	1:1000 @ A1		
Preston Urban Areas W0000817 Rev E	1:1250 @ A0		
Tanterton Local Centre Reserve Site W0001731 Rev B	1:1250 @ A4		

1.4

PRELIMINARY INVESTIGATION & NATURE OF SITES

- a) The Tenderer is advised to visit and inspect the sites and shall satisfy himself of the full requirements of the Contract, prior to submission of his tender. He shall carry out any investigations that he may consider necessary to satisfy himself of the ground conditions, the availability of any mains services for temporary supply that may be required in carrying out the Works, the extent, character and accessibility of the site and all other conditions affecting the Works.
- b) No claim on the grounds of lack of knowledge of any of the above mentioned items will be entertained.
- c) The Employer may have work currently being undertaken on a number of the Contract sites. The successful contractor will be advised of these at the commencement of the Contract.
- d) The Contractor shall liaise with the statutory service providers as necessary for the location of services which may require to be verified for the safe execution of the Works.

1.5 GIVING OR SERVICE OF NOTICES OR OTHER DOCUMENTS

Any notice or other document shall be given or served by any effective means to the address given on the Form of Tender unless otherwise agreed in writing with the Employer.

1.6 RECKONING PERIODS OF DAYS

Where under this Contract an act is required to be done within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include a day which is a Public Holiday that day shall be excluded. A 'Public Holiday' shall mean Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday.

1.7 LANDFILL TAX

The prices used or set out by the Contractor in the Contract Documents are based upon the incidence and rate of landfill tax (as referred to in the Finance Act 2005 Part 4) on waste deposited on a licensed landfill site and for which at the date of tender the landfill site operator is accountable to HM Customs and Excise.

If in respect of waste arising out of the carrying out and completion of the Works which the Contractor after the date of tender deposits on a licensed landfill site the price charged by the operator of that site to the Contractor for such deposit is increased or decreased by reason only of a change in the incidence or rate of landfill tax effective after the date of tender from what would have been charged before that effective date the net amount of that increase or decrease shall as the case may be, paid to or allowed by the Contractor.

No payment pursuant to the above clauses shall be made if the Contractor could reasonably be expected to have disposed of the waste other than to a licensed landfill site.

1.8 DECLARATION OF INTEREST

The Contractor agrees that neither he (or in the case of a Company, any Director of that Company or in the case of a Partnership, any Partner thereof) nor any Employee of the Contractor is related to any Member or Employee of the Employer and that no Member or Employee of the Employer has any interest whether financial, managerial or otherwise in the Contractor other than any such relationship communicated in writing to the Agency prior to the date of Tender.

1.9 TUPE

Contractors are advised that the terms of the European Acquired Rights Directive 77/187 and the Transfer of Undertakings (Protection of Employment) Regulations 1981 (as amended) and the Transfer of Undertakings (Protection of Employment) Regulations 2006, (hereafter collectively referred to as "TUPE") may possibly apply to a part of the existing workforce employed by incumbent contractors in relation to the Work to be performed by the successful Contractor(s) under the Contract.

Whether or not TUPE applies to this Contract is a matter of law, which can only be determined after the tenders have been received. If TUPE applies then the existing workforce employed by the relevant incumbent contractor in relation to the Work to be performed that may be subject to automatic transfer of employees to the successful Contractor(s) on their existing conditions of employment, including rates of pay.

Contractors are to note that, if successful, and if TUPE applies, they will have an obligation, subject to relevant legislation, to fulfil the requirements of TUPE, which include but are not limited to the following:

- a) The need to consult either an elected employee or representative of an independent recognised trade union about the transfer and any measures proposed in relation to the transfer;
- b) The need to maintain existing conditions of employment, including rates of pay.
- c) The need to provide a broadly comparable pension scheme.
- d) Potential liability in respect of claims for redundancy, unfair dismissal, dismissal relating to the transfer, failure to consult as required, and all other claims related to employees of the incumbent contractor involved in work relating to this Contract.

Contractors are advised in any event to seek independent professional advice on the effects of TUPE on their tender. English Partnerships cannot accept responsibility for Contractors failure to do so or any consequent loss through Contractors failure to seek independent advice.

Contractors are requested to submit their tender on the basis that the TUPE will not apply, but if it is subsequently determined that TUPE is to apply the Contractor shall be under the obligation to comply with the legal obligations of TUPE and as set out above, and the Contractor will

indemnify English Partnerships in respect of any TUPE claims arising during the contract term, subject to precise wording to be agreed.

GENERAL CONDITIONS

2.1 CONDITIONS OF CONTRACT

The Contractor shall observe and comply with the Conditions of Contract and any terms, conditions and stipulations set out in the Specification and Schedules.

The Contractor's attention is specifically drawn to the requirements relating to indemnification of the Employer against all claims for damage to persons and/or property including claims arising out of misconduct of his employees (see Clause 2.25) and to the need to provide his Waste Carrier Registration Number (Clause 2.18).

The Contractor will be required to sign and return the Contract Agreement (see the example of the agreement located at the front of this document) within 14 days of issue by the Employer's legal consultant.

The Contract shall be signed as a Deed.

2.2 SITE MEETINGS

The Contractor shall on a week by week basis advise the C.A. of his forthcoming work schedule stating operations to be undertaken and location of the specified operations. This will enable the C.A. to monitor progress of the Work and, if necessary, make contact with the Contractor's foreman.

2.3 CONTRACTOR'S PROGRAMME

The Frequency Schedule provided at the end of the Specification indicates the provisional programme of Works which the Contractor shall carry out under this Contract.

The Contractor shall notify the CA in advance of all adjustments to the programme, which may be necessary whether for seasonal or ground conditions, or because of his own operational reasons.

It is accepted that for a variety of reasons the Contractor may make last minute changes to the programme and all adjustments must be notified to the CA no later than the agreed date and time for the commencement of the Works.

The non-routine maintenance operations may be proposed by the Contractor or the CA. If agreed by the CA they shall confirm in writing by issuing an Instruction or Order within 5 working days. Payments for completed site works will only be authorised by the CA upon receipt of an application for payment indicating that the required site works have

been completed to his satisfaction. An example of an application for payment can be seen in Appendix A. The application shall include daywork sheets receipts etc, as necessary, cross referenced to the Instruction or Order number.

The Contractor shall only proceed with works which have been so agreed in writing by the CA; no payment can be authorised for works carried out on the basis of a verbal request which has not been supported by an Instruction or Order.

2.4 **STANDARD OF WORK & CONTRACT MONITORING**

All operations shall be undertaken with due diligence in a workmanlike manner in accordance with current British Standards and Codes of Practice and the principles of good horticultural practice and the finished works will be in keeping with this requirement and to the satisfaction of the C.A.

The C.A. will issue contract monitoring reports to the Contractor at intervals not exceeding three months. The Contractor will have the opportunity to comment in writing on the content of these reports. It is expected that an agreed default procedure will be put in place at the commencement of the Contract.

2.5 **COMPETENT PERSON**

The Contractor shall provide full and adequate supervision during the progress of the Works and shall keep on the sites a competent named foreman or leading hand approved by the C.A. (which approval may be withdrawn at any time) who will be available to receive and act upon (on behalf of the Contractor) all instructions, directions or orders issued by the C.A. at all times during working hours. The approved foreman or leading hand shall attend the C.A.'s office when so required.

2.6 **OPERATIVES**

The Contractor shall provide all skilled and unskilled labour necessary for due completion of the Works. The operatives shall at all times be employees of the Contractor (or sub-contracted to him from another Contractor) and therefore not employees of the Employer. The Contractor shall make all the appropriate deductions from these operatives' wages in respect of P.A.Y.E., N.I. and other contributions.

2.7 **RESPONSIBILITY FOR PERSONNEL**

The Contractor shall ensure that his employees and agents whilst engaged on the Works shall be of good behaviour and comply with all relevant statutory provisions and requirements. Insofar as may be necessary to comply with this provision the Employer may give such

instructions as considered necessary to any of the Contractor's operatives. In all other respects the Employer shall have no direct jurisdiction or control over such operatives.

2.8 EXCLUSION FROM THE WORKS

The C.A. may (but not unreasonably or vexatiously) issue instructions requiring the exclusion from the Works of any person(s) employed thereon.

2.9 ACCESS TO SITE

- a) The Contractor shall, at his own expense, provide sleeper access over pavements if necessary for the completion of the Works and on completion of the Works make good all surfaces damaged or disturbed to the entire satisfaction of the Local Authority and the C.A. The Contractor shall ensure that all entrances to sites, cycleways, footpaths and highways are kept free of all materials dropped or deposited from his or his agent's vehicles transporting materials to and from the sites.
- b) Padlocked gates give access to a number of the sites within the contract. The Contractor will be given a key as appropriate. The Contractor shall close and padlock the gates immediately after each use. At no time should gates be either left open or unlocked. If travellers gain access to any site, after a gate has been left open by the Contractor during the course of the Works, then the Contractor shall be liable for any costs incurred in cleansing the site once the travellers have vacated it.
- c) The Contractor shall not enter adjoining property at any time without firstly obtaining authority from the owner of the adjoining property and the C.A.
- d) The C.A. and any person or persons authorised by him shall be at liberty to enter the sites of the Works at all reasonable times. The Contractor is to give every facility to the C.A. or his representative for the inspection of the work in progress on the sites.

2.10 LATE EVENING AND WEEKEND WORKING

If the Contractor wishes to work after 7.00p.m. Monday to Friday and on Saturdays after midday, Sundays or Bank Holidays, prior notice must be given and permission must be obtained from the C.A. Where sub-contractors are used on the works, the Contractor must ensure that they are aware of and conform to this requirement.

2.11 PLANT AND TOOLS

- a) The Contractor shall provide at his own expense all tools, implements, plant vehicles, transport, fuel and other appliances required for the proper completion of the Works in a good and workmanlike manner to the true intent and meaning of this Specification.
- b) All plant, tools, implements and vehicles shall comply with the relevant statutory requirements in force during the period in which they are in use.

2.12 ADVERTISING

Advertising in any form on or about the works is prohibited except for the Contractors vehicle which may be signwritten.

2.13 HEALTH AND SAFETY AND WELFARE

- a) The Contractor's attention is drawn to the Management of Health and Safety at Work Regulations 1999 and particularly to Regulation 3 which relates to risk assessment. The Contractor's attention is also drawn to the Construction Design and Management Regulation 2007. HCA have defined the following landscape activities as 'construction' work:
 - Excavation work;
 - Planting of large trees;
 - Erection of fences;
 - Construction of bunds; and
 - Hard landscaping works.
- b) As this work will not normally be notifiable no CDM co-ordinator will be appointed but in accordance with the new regulations a Design Risk Assessment has been provided within this document in Section 2 to enable the Contractor to produce suitable and sufficient risk assessments specific to this contract and present the assessments to the C.A. within fourteen days of the award of the contract. The risk assessments will include:-
 - i) Details of staff having day to day responsibility for Health and Safety on site, giving name, position, qualifications and experience.
 - ii) General Risk Assessments and those for Control Of Substances Hazardous to Health (COSHH), Personal Protective Equipment (PPE), Noise and Manual Handling.
 - iii) First Aid precautions and provisions for meeting first aid requirements and details of Emergency Procedures, taking into account the variety of site factors that may influence

these procedures.

- iv) Identification of any site specific risks and outline of appropriate responses.
- c) On all sites the following information must be recorded: the location of the work, access points, emergency numbers, persons present on site, the operations to be carried out with reference to the relevant generic risk assessment and an "On Site" pre-commencement risk assessment identifying the risks. These site records shall be retained by the contractor and made available to the CA on request.
- d) Where the nature of the task and the specific nature of the site are not covered by the generic risk assessment a task / site-specific risk assessment must be prepared and submitted to the CA along with a method statement for approval.
- e) Following completion of the risk assessments described above, if requested by the C.A. the Contractor shall provide a method statement in respect of hazards related to each sit or operation for any specific matters not covered by the above risk assessments.
- f) The Contractor shall allow for compliance with all the relevant legislation contained in the current HASAW Act plus any other relevant statutory requirements in force.
- g) The Contractor's attention is drawn to the Construction (Health, Safety and Welfare) Regulations and the Health and Safety (Employment of Young Persons) Regulations 1997.
- h) The Contractor shall maintain Registers where required by law and shall carry out regular statutory inspections of equipment and plant with signed entries in the appropriate register.
- i) The Contractor shall publish his own Safety Policy, a copy of which shall be lodged with the Employer at Arpley House, prior to the commencement date of the contract. The Contractor shall ensure that his own employees as well as any sub-contractors are aware of their duties and responsibilities under his Safety Policy. All new employees and sub-contractors are to be given safety induction prior to them carrying out any part of the Works on the site.
- k) The Contractor shall nominate a member of his staff to be responsible for Safety, Health and Welfare and such nominated person shall liaise with the C.A., on all relevant occasions throughout the duration of the contract.

- m) Adequate protective measures shall be taken to protect employees, members of the public and all other persons.
- n) The Contractor shall notify the C.A. and Jacobs, the Employer's Health and Safety Consultant, immediately by the fastest possible means of all site accidents, dangerous occurrences and matters involving the general public and diseases notifiable to either the Health and Safety Executive or the Local Authority which occur during the Contract period. The C.A. and Jacobs shall be provided with copies of written reports of such occurrences.
- p) If the Contractor receives a site visit from an officer of the Health and Safety Executive or any other enforcing body during the course of the Works, the C.A. and Jacobs shall be notified of full details of the visit, including details of any stoppages of work for safety reasons.
- q) Site plant shall only be used by operatives having the relevant Certificate of Competence issued by Construction Industry Training Board (CITB) or other recognised training body. The Contractor shall provide copies of the relevant certificates to the C.A.
- r) The Contractor shall ensure that there are two operatives on site at all times whilst either a chainsaw, a chipping machine or other motorised work equipment is in operation or during tree climbing operations. The Contractor shall ensure that the following minimum safety equipment is used by the operators of the following machinery:

Chainsaws

Safety boots with protective guarding at front vamp and foot.
 Chainsaw mitts or gloves with chain resistant material guarding the back of the left hand
 Safety helmets to BS5240 incorporating eye and ear protection.
 "Ballistic" or equivalent trousers and jackets (i.e. reinforced to withstand chainsaw cuts)

Chipping machine

Safety boots
 Safety helmets to BS5240
 Eye protection
 Ear defenders
 Long-sleeved non-snag outer clothing including long trousers

Drivall

Safety boots
 Safety helmet to BS5240

Hedge trimmer

Safety boots with protective guarding at front vamp and foot
Chainsaw mitts or gloves with chain resistant material guarding the back of the left hand
Safety helmets to BS5240 incorporating eye and ear protection.
"Ballistic" or equivalent trousers and jackets (i.e. reinforced to withstand chainsaw cuts)

Strimmer or clearing saw

Safety boots with protective guarding at front vamp and foot
Chainsaw mitts or gloves with chain resistant material guarding the back of the left hand
Safety helmets to BS5240 incorporating eye and ear protection.
"Ballistic" or equivalent trousers and jackets (i.e. reinforced to withstand chainsaw cuts)

Stump grinding machine

Safety boots
Eye protection
Ear defenders
Long trousers

- s) The Contractor shall at all times provide First Aid Equipment for operatives in accordance the Health and Safety (First Aid) Regulations 1981.
- t) Chainsaws may only be used by operatives over the age of 18, having adequate training, expertise and holding a Certificate of Competence awarded by an appropriate and recognised training body. The Contractor shall provide copies of the relevant certificates to the C.A.
- u) Operatives engaged on arboriculture/tree surgery shall have adequate training, expertise and hold a certificate of competence in this kind of work issued by a recognised testing body. The Contractor shall provide copies of the relevant certificates to the C.A.
- v) The standards of training of operatives, use and maintenance of equipment, and methods of working in respect of pesticide applications, chainsaws, tree felling, thinning, coppicing, shrub clearance and tree surgery shall be at least equal to that described in the latest advisory and guidance literature published by the Health and Safety Executive, and by the Arboriculture and Forestry Advisory Group (AFAG).
- w) Where herbicides are being applied, the Contractor shall provide the following minimum safety equipment for use by his

operatives:

Coverall

Goggles/eye shield

Respirator mask fitted with a pre-filter pad for organic vapours, dust and fumes (except for application of granular herbicides)

Rubber boots

Rubber gloves

First Aid Kit

A supply of clean fresh water in an appropriately marked container (minimum 22 litres).

- x) The application of herbicides by Knapsack sprayer (or Controlled Droplet Applicator) should be carried out in accordance with the provisions laid down in the HSE and AFAG's leaflet (No. 202, April 2003) "Application of Herbicides by Hand-Held Applicators", available for download at www.hse.gov.uk. The Contractor must also comply in full with the "Code of Practice for the Safe Use of Pesticides on Farms and Holdings" HSE and Defra, 1998.
- y) The C.A. will suspend site operations should the Contractor fail to comply with any of the above safety regulations or procedures.
- z) In the event of any of the Contractor's operatives breaching the Control of Pesticides Regulations 1986 (amended 1997), or the Code of Practice for Safe Use of Plant Protection Products 2006, or carrying out works in such a manner as to fail to comply fully with the Health and Safety at Work Act, 1974 (including safe working under the Road Traffic Acts), or the Control of Substances Hazardous to Health Regulations 2002, the following procedure will apply:
 - i) For the first infringement: The C.A. shall issue a verbal warning and note the incident.
 - ii) For the second infringement: The C.A. shall issue a written warning to the Contractor's representative; this shall be followed by a formal and final written warning contained in a letter from the C.A. detailing the incidents.
 - iii) Any subsequent infringement will result in the Contractor being removed from the site.
 - iv) In the event of an incident of infringement being judged by the C.A. to be sufficiently serious, the procedure indicated in section iii) above may be invoked without recourse to stages i) or ii).

2.14 OTHER LEGISLATION

The Contractor's attention is drawn to the following Acts and Regulations since they are pertinent to the work in hand. That is not to say that these are any more or less important than any other legislation. The Contractor should abide by all relevant legislation.

2.15 WILDLIFE

The Contractor is made aware that bats may roost in trees and birds may nest. Bats and their roosts are protected from damage or destruction or from the "carrying out of acts which would result in their deterioration" by the Conservation (Natural Habitats & c.) Regulations 1994, and their amending legislation. All wild birds at the nest are protected by the Wildlife & Countryside Act, 1981, as amended by the Countryside and Rights of Way Act 2000. Should the Contractor find a bat or roost or occupied bird nest in any tree on which he is instructed to work, he shall cease work immediately, making the works safe, and seek instruction from the Contract Administrator as to how to continue the work.

Should the Contractor have reasonable cause to suspect that a bat roost may be present in a tree on which he is instructed to work, he shall refrain from working and seek instruction from the Contract Administrator.

The Contractor is made aware that water voles may inhabit stream and ditchside habitats. A water voles place of shelter is legally protected through its inclusion of Schedule 5 of the Wildlife and Countryside Act 1981. It is an offence to intentionally damage, destroy, or obstruct access to any structure or place which water voles use for shelter and protection, or to disturb water voles within their habitat. Should the contractor find water voles in an area they have been instructed to work, he shall cease work immediately, making the works safe, and seek instruction from the C.A. as to how to continue work.

2.16 CONTROL OF POLLUTION ACT 1974: NOISE

The Contractor's attention is drawn to this Act (Amended 1990), and in particular Part III of the Act in connection with the Control of Noise. The use of portable radios and tape/cassette players etc. will not be permitted within the area of the works.

The Contractor should satisfy himself as to the requirements of the Local Authority, and the provisions of any Code of Practice with regard to the implementation of this Act, and should allow in his prices for any effect that compliance with these requirements and provisions may have on the execution of this Contract. The Contractor should note that generally the

surrounding properties are occupied and he is to cause the absolute minimum of nuisance and inconvenience to the occupiers.

2.17 C.O.S.H.H. REGULATIONS

The Contractor shall comply with the Control of Substances Hazardous to Health Regulations 2002 insofar as they apply to substances used on or about the works to which the contract relates. On request, he shall supply evidence of such compliance by providing a list of all substances used together with copies of the assessments.

2.18 THE CONTROLLED WASTE (REGISTRATION OF CARRIERS AND SEIZURE OF VEHICLES) REGULATIONS

Under the above amendment to the Control of Pollution Act it is an offence to transport controlled waste in the course of business or for profit if the carrier is not registered.

The Contractor should satisfy himself as to the requirements of these Regulations and should allow in his prices for any effect compliance may have on the execution of this Contract. The Employer reserves the right to ask for and inspect evidence of registration at any time during the period of this Contract. The Contractor will produce such evidence on demand.

2.19 SAFETY OF THE GENERAL PUBLIC

- a) The Contractor is to take all reasonable precautions to protect the safety of all persons and property. Approved warning and hazard signs must be erected at all points where Works of a hazardous nature are being carried out and unattended machines and plant must not be left on site.
- b) Warning signs and cones are to be erected by the Contractor for all works in close proximity to footpaths and roadways after consultation with and obtaining the approval of the Local Police and Highway Authorities. The Contractor shall keep open all rights of way, footpaths and roadways on or about the works to the satisfaction of the C.A.

2.20 WORK ON OR ALONGSIDE THE PUBLIC HIGHWAY

The Contractor shall not cause any unnecessary interference with traffic along the Public Highway. The Contractor shall ascertain all statutory requirements and comply with the requirements of the appropriate Police Authority and Highway Authority as to any requirements, regulations, directions and instructions concerned with the movement of traffic, security and like matters about the works. The C.A. shall provide the Contractor with a list of contacts for the Local Highway Authorities. The

C.A. shall be informed of the outcome of any such discussions.

2.21 FINES AND CHARGES

The Contractor will be responsible for paying all fines and charges incurred as a result of any breach of the above requirements and shall indemnify the Employer against any such fines and charges.

2.22 FIRE PRECAUTIONS

The Contractor shall take all reasonable precautions to minimise fire risks. The burning of arisings, litter and prunings is prohibited within the Contract area.

2.23 DAMAGE TO PROPERTY, INCLUDING HIGHWAYS, ROADS, KERBS, CHANNELS, FOOTPATHS, PAVEMENTS, PUBLIC UTILITY SERVICES, ANY EXISTING LANDSCAPE FEATURES AND SURFACES

- a) Before commencing any work on any site, the Contractor shall confirm details of any service drain or other apparatus within the site with the appropriate company or agency (The Company). The Contractor shall make his own enquiries to the Company concerned and satisfy himself that the details received from the Company indicate that there is no conflict with the works. If the details received show that the works or the movement of plant or equipment on site may endanger any apparatus, the Contractor shall give the Company representative at least 7 days written notice of the date on which it is intended to commence such works in order that the presence of sub surface apparatus can be indicated by markers placed by the Contractor under the supervision of the Company representative.
- b) The Contractor shall carry out all works in connection with this contract in accordance with the requirements of both the Company's and the Health and Safety Executive's safe working procedures and standards.
- c) The Contractor is to indemnify the Employer against any damage to the highways, roads, kerbs, channels, footpaths, pavements, services and any existing landscape planting or surfaces arising out of or in connection with his acts in the execution of this Contract or his negligence. He shall make good any such damage at his own expense to the satisfaction of the appropriate Authority and the C.A.
- d) The Contractor shall keep the roadways, pavements and footpaths clear of soil, mud, grass cuttings and other obstructions to the satisfaction of the Employer, the Highway Authority for that road or roads, and local residents and

businesses.

- e) The Employer reserves the right, in all cases, to make alternative arrangements for the rectification of such damage, using his own or any other Agency and to deduct the cost from monies owing to the Contractor.
- f) All tools, plant and equipment, including vehicles shall be used in such a manner as will not cause damage to fences, walls, gates, paths, paved areas, manholes, drains, gullies, turf, trees, hedges, shrubs and plants or to gas, electricity, telephone, television or water services, or to property of any kind. Should any damage result from non-compliance with this clause, the Contractor shall, at his own expense, make good or pay for making good any damage and carry out all necessary negotiations with the appropriate authorities or owners of such property.
- g) All vehicles shall comply with speed limits prescribed for carriage roads, but elsewhere vehicles must proceed at walking pace and give precedence to pedestrians.

2.24 **REMOVAL OF RUBBISH AND PRUNINGS**

It should be noted that rubbish may include noxious and human waste, vermin, abandoned vehicles, scrap, oil, asbestos and old batteries.

The Contractor shall remove all rubbish, prunings and superfluous materials from the site of the Works to the entire satisfaction of the C.A. and shall make his own arrangements for the collection and tipping of rubbish and prunings arising from the contract. All rubbish is to be carted to an approved tip; any expenses incurred will be the responsibility of the Contractor. **NO UNAUTHORISED TIPPING SHALL BE CARRIED OUT BY THE CONTRACTOR WITHIN THE CONTRACT AREA OR IN ANY OTHER PLACE.**

The site of the Works is to be left clean and tidy and clear of arisings at the end of each working day.

2.25 **CONTRACTOR'S LIABILITY AND INSURANCE**

The Contractor shall indemnify the Employer against all claims in respect of injury (including fatal injury) or damage arising out of, or in connection with the execution of this Contract, to any person or property unless such injuries or damage shall be caused by any act or neglect on the part of the Employer.

Third Party Insurance: without prejudice to or limitation of his obligations to the Employer under the last foregoing paragraph the Contractor shall keep in force throughout the currency of the contract an effective insurance policy covering him against third party claims for injury

(including fatal injury) or damage to persons or property in the sum of at least £5,000,000 for any one accident and unlimited in any one year and shall procure the endorsement on the policy of the Employer's interest therein in respect of and during the currency of the contract. Any such policy and the receipts for current premiums shall on demand be produced to the Employer for inspection.

2.26 NOVATION, ASSIGNMENT AND SUBLETTING

The Contractor consents to an assignment or novation of this Contract by the Employer:

In the event of a novation within fourteen days of the receipt of the written request of the Employer the Contractor will enter into a novation deed in respect of this Contract in the form attached as Appendix D with such third party as the Employer in its discretion shall nominate.

The Contractor shall not without the written consent of the Employer:

- a) Assign this contract or any part of it, or
- b) Sub contract the Works or any part thereof.

2.27 PAYMENT TO CONTRACTORS

The Contractor shall prepare valuations and invoices for payment at intervals of not less than four weeks calculated from the date of the commencement of the Contract in respect of the value of the Works properly executed, any amounts either ascertained by the Contractor or agreed by the parties less any sums previously certified for payment.

The CA shall prepare a certificate certifying progress payments to the Contractor in respect of the Works which in the opinion of the CA have been properly executed, less a retention of 2.5% and less any sums previously certified from agreed valuations as described above. Payments to the Contractor in respect of the amounts so certified will be payable within 21 days of the date of the certificate.

At the completion of all Works and obligations by the Contractor under this Contract, the CA will issue a completion certificate. At this stage, the Contractor shall prepare a final account for agreement by the CA following which the final payment certificate will be issued to release the outstanding payment due to the Contractor, if any, or as the case may be to the Employer.

Payment may also be made on an order by order basis with individual invoices raised by the Contractor in respect of each completed order, as agreed by the C.A. Payments will be made within 28 days of the date of a correct invoice.

If the Employer proposes to withhold part or the whole of any payment, the Employer shall give the requisite notices in accordance with the requirements of the Construction, Housing and Regeneration Act 1996.

2.28 TAX CERTIFICATE

It is expected that maintenance work under this Contract will require the Contractor to be in possession of a Sub-Contractor's Tax Certificate (Form CIS6), and the Contractor shall be required to produce the same for inspection by a Employer Officer on request. In the event of failure to produce a valid certificate, the Contractor may be liable to have tax deducted from all payments relating to such works in accordance with the conditions of the Inland Revenue Construction Industry Scheme.

2.29 VAT CHARGEABLE UPON GOODS AND SERVICES

Tenders from parties who are registered VAT payers should have excluded from the tender figure those items of VAT which will be borne by the Employer. The correct amount of VAT due should be shown on the monthly invoice as part of the payment to the Contractor.

2.30 FLUCTUATIONS

The tendered price shall not be subject to any fluctuations in respect of changes in the rates of wages or prices of materials, plant and other resources employed in carrying out the Works, or other variations whatsoever during the currency of the Contract.

2.31 VARIATIONS AND CONTRACT ADMINISTRATOR'S INSTRUCTIONS

The Employer may from time to time issue formal Instructions to the Contractor.

Instructions from the C.A. shall be carried out forthwith by the Contractor. Where such instructions are issued by handwritten Site Directions, these are to be the operative instructions, and will be confirmed by formal Instructions in each case.

If within 7 days after receipt of a written notice from the C.A. requiring compliance with an instruction the Contractor does not comply therewith then the Employer may employ and pay other persons to carry out the work and all costs incurred thereby may be deducted by him from any monies due or to become due to the Contractor under this Contract or shall be recoverable from the Contractor by the Employer as a debt.

The C.A. may increase or decrease or change the Works or the order or period in which the Works are required to be carried out under the Contract. Adjustments to valuations will be calculated as described in Clause 2.39.

2.32 DETERMINATION BY THE EMPLOYER

The Employer may, but not unreasonably or vexatiously, by notice by registered post or recorded delivery to the Contractor forthwith determine the employment of the Contractor under this contract if the Contractor shall make default in any one or more of the following respects that it to say:

- 2.32.1 If the Contractor without reasonable cause fails to commence the Works within 14 days from the issue date of any Official Order
- 2.32.2 If without reasonable cause the Contractor wholly suspends the carrying out of the Works or
- 2.32.3 If the Contractor fails to proceed with the Works with reasonable diligence in accordance with the specified Work Programme or
- 2.32.4 If the Contractor refuses or persistently neglects to comply with an instruction from the C.A. requiring him to remove or replace improper materials or rectify defective work or
- 2.32.5 If the Contractor becomes bankrupt or makes any composition or arrangement with his creditors, has a proposal in respect of his company for a voluntary arrangement for a composition of debts or scheme or arrangement approved in accordance with the Insolvency Act 2000 in respect of his company to the court for the appointment of an administrator or has a winding up order made or (except for the purposes of reconstruction) a resolution for voluntary winding up passed or a receiver or manager of his business or undertaking is duly appointed or has an administrative receiver as defined in the Insolvency Act 1986 appointed or possession is taken by or on behalf of any creditor of any property the subject of a charge.
- 2.32.6 In the event of the Employer determining the employment of the Contractor as aforesaid the Contractor shall immediately give up possession of the site of the Works and the Employer shall not be bound to make any further payment to the Contractor until after completion of the Works.

Provided always that the right of determination shall be without prejudice to any other rights or remedies which the Employer may possess.

2.33 DETERMINATION BY THE CONTRACTOR

The Contractor may but not unreasonably or vexatiously by notice of

registered post or recorded delivery to the Employer forthwith determine the employment of the Contractor under the Contract if the Employer shall make default in any one or more of the following respects, that is:

- 2.33.1 If the Employer fails to make any payment due under the provisions of Clause 2.26 within 28 days of such payment being due, or
- 2.33.2 If the Employer or any person for whom he is responsible interferes with or obstructs the carrying out of the Works, or
- 2.33.3 If the Employer fails to make the sites available for the Contractor within 14 days from the commencement date of the Contract, or
- 2.33.4 If the Employer becomes bankrupt or makes a composition or arrangement with his creditor.

Provided always that the right of determination shall be without prejudice to any other rights or remedies which the Contractor may possess.

2.34 **ARBITRATION**

If any dispute of difference concerning this Contract shall arise between the Employer or the C.A. on his behalf and the Contractor either during the progress or after the abandonment of the works or after the determination of the employment of the Contractor it shall be referred to arbitration in the following manner:

- a) When either the Employer or the Contractor require a dispute to be referred to arbitration, the Employer or the Contractor shall give written notice to the other to that effect and such dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties as the Arbitrator, or upon failure so to agree within 14 days after the date of the aforesaid written notice, of a person to be appointed as the Arbitrator on the request of either the Employer or the Contractor by the President or a Vice President for the time being of the Landscape Institute.
- b) The Arbitrator shall, without prejudice to the generality of his powers, have power to rectify the Agreement so that it accurately reflects the true agreement made by the Employer and the Contractor, to direct such measurements and/or valuations as may in his opinion be desirable in order to determine the rights of the parties and to ascertain and award any sum which ought to have been the subject of or included in any certificate and to open up, review and revise any certificate, opinion, decision, requirement of notice and to determine all matters in dispute

which shall be submitted to him in the same manner as if no such certificate, opinion, decision, requirement or notice had been given.

- c) The award of such Arbitrator shall be final and binding on the parties.
- d) If before making his final award the Arbitrator dies or otherwise ceases to act as the Arbitrator, the Employer and the Contractor shall forthwith appoint a further Arbitrator, or, upon failure so to appoint within 14 days of any such death or cessation, then either the Employer or the Contractor may request the President or Vice-President for the time being of the Landscape Institute to appoint such further Arbitrator. Provided that no such Arbitrator shall be entitled to disregard any direction of the previous Arbitrator or to vary or revise any award of the previous Arbitrator except to the extent that the previous Arbitrator had power so to do under the JCT Arbitration Rules and/or with the agreement of the parties and/or by the operation of law.
- e) The arbitration shall be conducted in accordance with 'JCT Arbitration Rules' current at the date of this agreement. Provided that if any amendments to the Rules so current have been issued by the Joint Contracts Tribunal after the aforesaid date the Employer and the Contractor may, by a joint notice in writing to the Arbitrator, state that they wish the arbitration to be conducted in accordance with the JCT Arbitration Rules as so amended.

2.35 RECTIFICATION OF WORK

During the period of one calendar month following the end of the Contract period and at any time during the Contract period the Contractor may be required to rectify any unsatisfactory work and to complete any outstanding works required under the terms of the Contract to the entire satisfaction of the C.A. Such rectification shall be at the Contractor's expense.

2.36 MATERIALS

- a) The Contractor shall provide at his own expense all materials, chemicals, matters and things of every description that may be required for properly executing this Contract whether specifically described or not.
- b) The Contractor shall, if required, furnish the C.A. with satisfactory evidence that materials are of the specification and quality specified and shall provide samples for approval and for testing by the C.A. who shall have power to reject any materials

which do not correspond with approved samples.

2.37 WATER SUPPLY

Should water be necessary for any work the Contractor is to make his own arrangements for such supply of water and pay all fees in conjunction therewith.

2.38 SCHEDULE OF ADDITIONAL WORKS & DAYWORKS

The C.A. may instruct the Contractor to undertake the provisional works contained in the Schedule of Additional Works and Dayworks sections of this document.

Such additional work may at the sole discretion of the C.A., be offered in the first instances to the Contractor and valued according to the rates quoted in the Schedule of Additional Works or Dayworks.

The C.A. does not guarantee that any such additional work will be offered to the Contractor and reserves the right to offer this additional work to any other contractor.

2.39 PROVISION FOR OMISSION OF WORKS & OTHER VARIATIONS

The Employer is gradually disposing of its Estate and, accordingly, reserves the right to remove all or part of the areas of landscape from the maintenance schedule at any time during the period of the Contract as necessary, subject to one month's notice being given to the Contractor prior to such action.

The resultant cost saving to the Employer in respect of maintenance works no longer required shall be calculated from the Schedule of Works and agreed with the Contractor.

Any work omitted in addition to the work referred to above, or addition ordered or other change made to the Works or the order or period in which they are to be carried out in accordance with an C.A. instruction shall be valued by the C.A. on a fair and reasonable basis, using where relevant rates quoted in the Schedule of Works. Alternatively the price may be agreed between the C.A. and the Contractor carrying out any such instruction.

2.40 PERSONS IN THE SERVICE OF THE EMPLOYER

Persons in the service of the Employer are not allowed, under any consideration, either directly or indirectly, to do any work for, execute any Agency for, or receive gratuities or other payments from the Contractor.

2.41 **CITIZENS CHARTER - EMPLOYER'S POLICIES & SERVICE STANDARDS**

The Employer has published a statement of its Policies and Service Standards which is available to members of the public and Contractors on request.

The Contractor shall provide ID Cards to all operatives who may be active on the Employer's sites. The Employer will provide unfixed Inconvenience Notice Boards to the Contractor for use on site. These will give details of both the Employer's and the Contractor's address and telephone number, and are to be placed in safe, supervised locations on site whenever significant works are to take place in prominent, busy or constrained locations, where the works will last longer than only a few minutes. The Contractor shall use his discretion to assess whether the signs should be set up, on the basis of duration of the works, proximity of properties, affect on roads or footpaths and the scale or significance of the type of works being undertaken.

PRELIMINARIES AND GENERAL CONDITIONS

Collection

Any costs arising from the Preliminaries and General Conditions not included in the rates under Section 4 Schedule of Works shall be included here. Specify which items are being priced.

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Page 1/6 Production of Risk Assessments in Clause 2.13a

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Preliminaries and General Conditions
Carried to Final Summary

£ _____

SECTION 2
DESIGN RISK ASSESSMENT

**CONTRACT NAME: Longsands & Preston Remainder
Landscape Management & Cleansing 2009 - 2011
CONTRACT NUMBER: NL291**

DESIGN RISK ASSESSMENT

for

**Homes and Communities Agency
Arpley House
110 Birchwood Boulevard
Birchwood
Warrington
Cheshire
WA3 7QH**

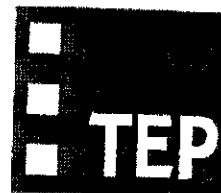
Document Reference: NGKGSPRASTR648.004 (NL291) Form U1

June 2009

Written: ALT	Checked: LD	Approved: CMN
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Prepared by:

**TEP – The Environment Partnership
Genesis Centre
Birchwood Science Park
Warrington
WA3 7BH
Tel: 01925 844004
Fax: 01925 844002
e-mail: tep@tep.uk.com**



1.0 INTRODUCTION

1.1 Refer to Preliminaries for details of site location, site access and duration of the works.

Nature of the works

1.2 The works to be undertaken primarily comprise routine landscape maintenance operations including:

- Site Inspections
- Cleansing
- Grass cutting (general amenity grass and long grass)
- Hand weed and herbicide spraying to ornamental and structure planting
- Herbicide spray to hard surfacing
- Hedge cutting

1.3 Additional works that may be instructed during the contract period include:

- Supplying and spreading topsoil
- Seeding
- Planting (trees/shrubs)
- Turfing

Nature of the sites

1.4 The sites which make up this contract are parcels of land which remain after development. The main management operations on the sites include inspections and cleansing and grass cutting.

Services

1.5 It is the contractor's responsibility to liaise with the statutory service providers as necessary for the location of services which may require to be verified for the safe execution of the works.

2.0 POTENTIAL RISKS IN CARRYING OUT THE WORKS

There are direct and indirect risks associated with carrying out the works.

Direct Risks

2.1 Direct risks are primarily those associated with the Contractor's workforce, although there is also potential risk to third party users of the site. There is therefore a potential direct risk to:

- the contractor's workforce engaged on the sites
- other contractors who may be working elsewhere within the site and using a shared access to the site
- the public and nearby residents

2.2 Potential direct risks for the Contractors workforce include:

- i. Injury by lifting, carrying and potentially dropping materials.
- ii. Injury through the use of equipment for installing the fencing.
- iii. Injury through the use of plant equipment such as JCB and dumper used during implementation works, including that caused by the noise of the equipment.
- iv. Injury from electricity cables
- v. Injury through incorrect use of herbicides
- vi. Injury from carrying out grass cutting on steep slopes or on banks of waterbodies
- vii. Injury/drowning from slips, trips or falls into water when working near to waterbodies, watercourses and ditches.
- viii. Infection of Leptospirosis (Weil's Disease) from rats' urine in waterbodies.
- ix. Injury from falling slates from buildings
- x. Injury from asbestos on site
- xi. Injury from discarded needles or other dangerous debris on site

2.3 There is potential for the contractors workforce, other contractors and the general public to also incur:

- i. Conflict between people accessing the site and the movement of the machinery for the works undertaken by the Contractor.

Indirect Risks

2.4 Indirect risks affect third party users of the roads, residential properties and areas of land adjacent to the site whilst works are in progress.

2.5 Potential indirect risks include:

- i. Conflict between road users/pedestrians and plant and machinery gaining access to the site
- ii. Road accidents and skidding of vehicles resulting from material/mud being transferred onto adjacent roads by Contractor's plant and vehicles
- iii. Increased noise levels suffered by nearby residents

3.0 MEASURES TO BE TAKEN TO MINIMISE RISKS

Traffic Hazards

- 3.1 The risks to road users will be minimised by signage on the road perimeter, at the point of access for contractor's vehicles and a little way before to give advance warning to road users. There will also be signage installed on all footpaths and pedestrian entrance points into the site to warn users of the movement of contractor's vehicles during the site during implementation.
- 3.2 An unloading area will be created at an appropriate position so as to reduce the need for reversing or turning movements on the highway.
- 3.3 The risk of road accidents caused by skidding on mud from the Contractors plant will be minimised by the cleaning of vehicle wheels prior to accessing adjacent roads and the use of a sweeper vehicle on all roads adjacent to the site, if required.
- 3.4 In addition, pedestrians and cyclists will be warned of the proximity of excavations by means of warning signs clearly displayed on protective high visibility tapes.
- 3.5 The risks to users of any footpaths will be minimised by surrounding all areas of work adjacent to footpaths with high visibility tapes on metal pins.

Excavation and Construction Hazards

- 3.6 Adopting safe working practices, including the following will reduce the risks to the contractor's workforce:
- 3.7 Use of appropriate mechanical methods wherever possible, with machinery operated only by competent personnel aware of risks of traversing on side slopes and rough terrain. Where space, ground conditions or type of operation does not permit use of appropriate machinery, ensure that site workers are properly equipped and trained in alternative methods used.
- 3.8 All contractors and their employees should be made aware of the HSE's manual handling guidelines and should not be carrying materials individually that could cause serious injury if dropped. The working area should be cleared of potential trip hazards so as to limit the amount of obstacles to traverse whilst moving large objects.
- 3.9 The use of appropriate personal protective equipment by Contractor's personnel e.g. safety helmet, eye protection, ear defenders, safety boots, chainsaw mitts as required by the latest appropriate Approve Code of Practice.
- 3.10 The use of proper hygiene facilities and practices to avoid contamination or infection should be employed.
- 3.11 The risk to legitimate third party users of the site will be minimised by the erection and maintenance of clear warning signs displayed on protective fencing and high

Design Risk Assessment

visibility tapes, and the maintenance of safe, clean road surfaces at all times during the works.

- 3.12 In order to reduce the amount of potential vandalism and theft from the site, the works shall be kept clean, tidy and secure outside working hours. No materials or tools shall be left unsecured.

Public Utilities

- 3.13 The contractor is required to traverse and operate in the vicinity of public utilities. The Contractor shall take appropriate exploratory, protection and detection measures and maintain them at all times during the works.

- 3.14 All services runs are to be marked on site in conjunction with the appropriate undertakers.

Herbicides

- 3.15 Direct risks to the Contractor's workforce will be minimised by the use of Personal Protective Equipment and only competent and certified personnel should undertake application of herbicides. The Contractor shall ensure that information signs inform the public when spraying is being undertaken during implementation and maintenance.

Traffic Hazards

- 3.16 The risks to road users will be minimised by the establishment and maintenance throughout the works of a traffic management system, including signage, to be fully compliant with all current Highway Authority and police regulations regarding traffic. Signage will be used to warn road users of the point of access for contractors vehicles. A banksman will be stationed at the roadside at all times when plant and machinery is gaining access to the site

Trespassers and Malicious Damage/Theft

- 3.17 The Contractor will be responsible for ensuring the main access gates and security bollards are locked and in position at the end of the working day. The works shall be kept clean, tidy and secure outside working hours. No materials or tools shall be left unsecured.
- 3.18 The erection and maintenance of clear warning signs displayed on protective fencing at the main site entrance and also at the accesses points onto the site will warn potential trespassers.



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Birchwood
Science Park
Warrington
WA3 7BH

Risk Assessment for Design

Project Title Longsands & Preston Remainder Landscape Management & Cleansing 2009 - 2011	Document Reference NGKGSPPRASTR648.005 (N291) Form U2 – Designers Risk Asses Table.doc
Designer	

Project Description
Landscape management and cleansing.

Assessment by <i>Name</i> <i>Signature</i> <i>Date</i>	Reviewed by <i>Name</i> <i>Signature</i> <i>Date</i>
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Client <i>Name: HCA</i> <i>Address:</i> Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington, WA3 7QH <i>Contact Name: Charlie Browne</i> <i>Tel: 01925 644 661</i> <i>Fax:</i>	CDM Coordinator <i>Name: Jacobs</i> <i>Address:</i> Fairbairn House Ashton Lane Sale, Manchester, England M33 6WP <i>Contact Name: Mike Hodgkinson</i> <i>Tel: 0161 962 1214</i> <i>Fax:</i>
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Risk Assessment for Design

Site Wide Considerations									
Hazards and Associated Risks	People at risk*		Worst Case Outcome*				Probability *		
	Contract	Public	Fatal	Major injury	Minor injury	Health risk	High	Medium	Low
Adjacent Watercourses									
Adjacent Structures									
Adjacent Railways									
Access to and around site									
Traffic Management									
Rights of way/Public access									
Restricted access									
Programme restrictions									
Environmental restrictions									
Climatic conditions									
Concurrent construction									
Occupied buildings									
Fire safety									



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Risk Assessment for Design

Services – New and existing									
Hazards and Associated Risks	People at risk*		Worst Case Outcome*				Probability *		
	Contractor	Public	Fatal	Major injury	Minor injury	Health risk	High	Medium	Low
Electricity buried/overhead									
Gas									
Water									
Telephone buried/overhead									
Fibre optics									
Pipelines/Fuel tanks									
Foul drainage									
Storm damage									
Steam									
Ionising/non-ionising radiation									
Maintenance/access									
Special construction techniques									

Construction Materials									
Hazards and Associated Risks	People at risk*		Worst Case Outcome*				Probability *		
	Contractor	Public	Fatal	Major injury	Minor injury	Health risk	High	Medium	Low
Flammable materials									
Harmful materials									
Irritant materials									
Fumes/dust									
Cement									



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Risk Assessment for Design

Ground Conditions									
Hazards and Associated Risks	People at risk*		Worst Case Outcome*				Probability *		
	Contractor	Public	Fatal	Major injury	Minor injury	Health risk	High	Medium	Low
Contamination (on site/adjacent)									
Unstable ground									
Flammable/toxic/asphyxiant gases									
Underground tunnels/chambers									
High groundwater									
Buried obstructions									
Burial ground									



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Risk Assessment for Design

New and Existing Structures									
Hazards and Associated Risks	People at risk*		Worst Case Outcome*				Probability*		
	Contractor	Public	Fatal	Major injury	Minor Injury	Health risk	High	Medium	Low
Asbestos/Hazardous materials									
Legionella									
Vermin									
Dangerous structures									
Confined spaces									
Temporary stability									
Fragile materials/glazing									
Work at height									
Scaffolding									
Lifting operations									
Deep excavations									
Special construction techniques									
Construction loads/erection									
Manual handling									
Hot work									
Maintenance									

SECTION 3
SPECIFICATION

A GENERAL

A.1 Notes on Drawing

The Contractor's attention is drawn to the specification notes included on detailed drawings which are to be read in conjunction with this Specification and included for in prices for the Works.

A.2 Materials and Workmanship

The Contractor shall provide at his own expense all materials, chemicals, matters and things of every description that may be required for properly executing this Contract whether specifically described or not.

The Contractor shall, if required, furnish the CA. with satisfactory evidence that materials are of the specification and quality specified and shall provide samples for approval and for testing by the CA. who shall have power to reject any materials which do not correspond with approved samples.

All materials shall be new unless otherwise specified.

Quality of workmanship shall conform with standards laid down in the current British Codes of Standard Practices and British Standards unless stated otherwise and to good constructional techniques.

All goods and materials shall be used in strict accordance with the instructions issued by the Manufacturers. All goods and materials shall conform with standards laid down in the current British Standard Codes of Practice and British Standards unless stated otherwise.

The Contractor shall not use any materials required for the permanent installation into the Works, as any temporary works.

Materials shall be ordered by the Contractor from the Contract Drawings and Specification and not directly from the Schedule of Works. The Contractor shall bring to the CA's attention any discrepancies between the documents prior to ordering.

The Contractor shall submit any certificates relating to the goods supplied for the Works as required by the CA.

A.3 Samples

The Contractor shall provide samples of proposed materials and workmanship as may be herein described in the Contract Documents and make all necessary allowances within the programme for time needed for submission and approval of such.

Approved samples shall be the standard for future deliveries and materials. Deliveries and materials, which in the opinion of the CA do not conform to the agreed standard shall be replaced at the Contractor's expense.

A.4 Protection

The Contractor shall protect the Works thoroughly and efficiently from inclement weather as far as practicable.

All work damaged or soiled by weather, traffic or other causes due to inadequate protection or mis-use shall be made good by the Contractor at his expense.

All materials and goods delivered to the site shall be protected from soiling or damage by the Contractor and conform to the requirements for storage laid down by the Manufacturers.

A.5 Water

Only water from the main or other sources approved by the CA shall be used. The Contractor shall supply sufficient water for all purposes, including watering during the maintenance period, and shall make his own arrangements for supply.

A.6 Machinery

The Contractor shall use machinery which is suitable for the site some areas of which may be low lying and subject to waterlogging. He shall minimise damage to the soil and formation and use tracked vehicles and machines wherever appropriate.

A.7 Method of Measurement

Where an operation takes place repetitively, the number of times each operation is required is shown as the Quantity. The measurement involved in each operation is shown in the Description.

For maintenance required to amounts other than the measured total the unit rate will be calculated as the price per total operation divided by the measurement of the total operation. Any adjustments to quantities subject to Clause 2.39 of the General Conditions will be calculated on a pro-rata basis without any compensation for reduction in scope of the Contract.

No adjustment will be made to the rates quoted for items which may be performed in disadvantageous circumstances, as these must be regarded as being offset by other items which may be performed in advantageous circumstances.

A.8 Frequency Schedules

Detailed Frequency Schedules are provided at the end of the Specification. The contract year is divided into thirteen four week periods. Each entry on the Frequency Schedule refers to a Schedule of Works item and its respective area for that operation. In addition each occasion upon which a task is to be undertaken is given a unique lettered reference to enable each occasion to be identified in the event of changes to programme or quantities.

Notes may indicate proportions of areas requiring treatment, guidance on additional specification requirements, or an indication of the areas of the Contract to which the operation refers. For 2009/2011 the fortnightly periods are as follows:-

Periods dates covering March 2009/March 2010 at Fortnightly Intervals		
Period	Fortnight commencing	
	Monday	Sunday
1a	30/03/09	12/04/09
1b	13/04/09	26/04/09
2a	27/04/09	10/05/09
2b	11/05/09	24/05/09
3a	25/05/09	07/06/09
3b	08/06/09	21/06/09
4a	22/06/09	05/07/09
4b	06/07/09	19/07/09
5a	20/07/09	02/08/09
5b	03/08/09	16/08/09
6a	17/08/09	30/08/09
6b	31/08/09	13/09/09
7a	14/09/09	27/09/09
7b	28/09/09	11/10/09
8a	12/10/09	25/10/09
8b	26/10/09	08/11/09
9a	09/11/09	22/11/09
9b	23/11/09	06/12/09
10a	07/12/09	20/12/09
10b	21/12/09	03/01/10
11a	04/01/10	17/01/10
11b	18/01/10	31/01/10
12a	01/02/10	14/02/10
12b	15/02/10	28/02/10
13a	01/03/10	14/03/10
13b	15/03/10	28/03/10

Periods dates covering March 2010/March 2011 at Fortnightly Intervals		
Period	Fortnight commencing	Fortnight completing
	Monday	Sunday
1a	29/03/10	11/04/10
1b	12/04/10	25/04/10
2a	26/04/10	9/05/10
2b	10/05/10	23/05/10
3a	24/05/10	06/06/10
3b	07/06/10	20/06/10
4a	21/06/10	04/07/10
4b	05/07/10	18/07/10
5a	19/07/10	01/08/10
5b	02/08/10	15/08/10
6a	16/08/10	29/08/10
6b	30/08/10	12/09/10
7a	13/09/10	26/09/10
7b	27/09/10	10/10/10
8a	11/10/10	24/10/10
8b	25/10/10	07/11/10
9a	08/11/10	21/11/10
9b	22/11/10	05/12/10
10a	06/12/10	19/12/10
10b	20/12/10	02/01/11
11a	03/01/11	16/01/11
11b	17/01/11	30/01/11
12a	31/01/11	13/02/11
12b	14/02/11	27/02/11
13a	28/02/11	13/03/11
13b	14/03/11	27/03/11

B SITE INSPECTIONS AND REPORTS

B.1 Site Inspections - General

It should be noted by the Contractor that a high standard of site management is required, and close cooperation between the Contractor's site staff and the CA is essential to the operation of the Contract. The Contractor shall take a pro-active role in managing the site and this will take the form of a programme of inspections and preparation of reports by the Contractor. Reports shall be provided to the Employer to arrive no later than seven calendar days following the date of inspection. An example of a site inspection report is shown in Appendix B. The report shall also explain current works which may be underway and give deadlines for completion. Site management shall be determined from the contractor's expertise and in order to achieve the Landscape Management Objectives in B.9 below.

Site inspections shall be carried out by the Contractor's Foreman or Contract Manager who shall be approved by the CA and who shall produce a written report in a format agreed by the CA.

The Contractor shall produce a report that includes every site within the Contract area as evidence that he has inspected the sites in the detailed manner specified below. The sites are as indicated and number on the Area Schedule.

Superficial inspection from a distance is not acceptable and the contract area requires coverage by walking. The inspection shall be carried out independently of any routine maintenance works which may be in progress. The Contractor shall price the Site Inspection items allowing sufficient time for a Foreman or Contract Manager to inspect all the sites in detail.

B.2 Site Inspection - Initial

The Contractor shall carry out an initial inspection which shall include an Inventory of Hard Landscape Elements such as fencing and gates and return the Inventory to the CA within seven calendar days of the Initial Inspection.

The Contractor shall use the Inventory to check all the Hard Landscape Elements as part of every subsequent inspection.

B.3 Site Inspection – Fortnightly

Fortnightly inspections shall take place 26 times per year, and are to include inspections of all areas of general amenity grass, site boundaries, frontages, footpaths and roads.

B.4 Site Inspection – Four Weekly

Four weekly inspections are to take place 13 times per year and shall include inspections of all site boundaries, frontages, roads and footpaths. Inspections are to be carried out by the Contractor's foreman, or the contractor's contract manager who shall be approved by the CA and who shall produce a written report in a format agreed by CA.

Every second four weekly inspection is required to cover the complete area of the site excluding tenanted land.

The inspection shall be carried out independently of any routine maintenance works which may be in progress. The report shall also explain current works which may be underway and give deadlines for completion.

B.5 Site Inspection Bi-monthly (eight weekly)

Bi-monthly (eight weekly) cleansing shall take place 6 times per year and will cover the complete area of the site excluding tenanted land.

B.6 Site Reports

Reports shall indicate the following as a minimum:

- i) All matters relating to the operation of the Contract as described in the various sections of the Specification and recommendations for necessary works not already included within the Frequency Schedule.
- ii) Incidences of vandalism, flytipping, storm damage, disease or other site disturbance, indicating details of quantities, areas extent of works and costs which are necessary to rectify the problem.
- iii) Identification of any unsafe features which may pose a risk to Health and Safety of the public or the Contractor. The Contractor shall immediately undertake any protective or prevention measures as are appropriate and recommend permanent rectifying proposals.
- iv) Trespass, disturbance, damage, encroachment areas, interference by other contractors or third parties, together with details of damage and schedule of reinstatement works. Verification of site security, locks on gates, anti-gypsy mounds etc.
- v) Advance notice of recommended adjustments to Frequency Schedule, whether changes to timing, nature of works, or quantities of operations in Contractor's programme. The Contractor shall take account of the seasonal and weather conditions affecting the site in order to make recommendations on adjustments to Frequency Schedule.

- vi) Recommendations in order to achieve good horticultural, arboricultural and silvicultural practice.
- vii) Where areas are overrun and damaged by adjacent builders need. The Contractor will be expected to remove stray bricks and hardcore to enable grass to be cut as per the Frequency Schedule.

B.7 Play Area Inspections

Unless otherwise stated the Contractor should note that there will be a separate play area contract which will carry out routine inspections and annual inspections in accordance with RoSPA guidelines. This Contract will be responsible for the routine maintenance of the play areas. Inspections shall be undertaken by an appropriately qualified or experienced person, approved by the CA.

Separate reports are required for any play areas as indicated on the Frequency Schedules according to the report sheet format in this Specification. Play area inspections should be alternated with the general fortnightly site inspections.

The Contractor shall also include within this item for providing a play area report on routine basis and carrying out of any remedial works to make safe any dangerous items eg removal of item or fencing off the area. The Contractor shall advise the CA immediately if emergency repairs or temporary fencing have been undertaken.

B.8 Trouble Shooting on Site

The CA may instruct the Contractor to make ad hoc site visits at short notice to report on specific problems, for instance in response to complaints from the public. The Contractor shall respond to such instructions as quickly as possible within twenty four hours, depending on the nature of the problem.

These visits will be valued as dayworks.

B.9 Landscape Management Objectives

The Contractor shall assist the Employer in the cost effective development and management of safe, diverse and interesting landscape. All problems and damage which is evident on site shall be identified and described in detail in order that the Employer can give instructions for rectification at the earliest stage, as required above.

B.10 Weed Control and Vegetation Management

Ornamental shrubs and structure planting shall be maintained in clean ground, free from any weeds, including self sown willow, elder, sycamore.

All woodland planted areas and meadow and rough grass should be free of docks, thistle, willowherb, ragwort. Invasive growth of nettles, brambles, bracken in woodlands is not intended to be eradicated, but managed and controlled as appropriate for wildlife value. Annual and other low growing grasses and broadleaved plants should be encouraged. Semi-natural woodland herbs such as dogs mercury, bluebells, celandines, foxgloves and ferns must on no account be killed, and their spread should be encouraged. Any loss of these species arising from a lack of care by the Contractor shall be made good at his own expense.

Giant Hogweed (*Heracleum* spp) and Japanese knotweed (*Fallopia japonica*) are to be eliminated from all contract areas. The CA should be notified immediately should either of these plants be found on a site. Eradication methodologies for each of the plants must be approved by the CA before any works begin on site (Clause D.3).

Other smothering weeds such as bindweed and goosegrass in hedges should also be kept under control as well as brambles and elder.

B.11 Land Awaiting Development

Future development sites should be managed to keep the land open and prevent development of woody species by mowing according to frequencies indicated in the Frequency Schedule. As far as possible, the intention is to prevent development of habitats for protected species of plants and animals whilst keeping within the requirements of the Wildlife & Countryside Act 1981. The intention is to cut the grass as infrequently as possible, but at such frequencies and timing so as to minimise the production of cuttings and the risk of accidental or malicious fires.

Existing Established hedges and trees are to be retained in undamaged condition.

B.12 Sub-contracting for Site Inspections and Reports

The Contractor shall allow for adequate expertise and time to carry out the site inspections and reports, and shall be prepared to sub-contract these items as necessary.

If in the opinion of the CA this operation is not being undertaken in accordance with the Specification, the Contractor may be instructed by the CA to sub-contract this section of the work to an approved landscape consultant.

B.13 Summary of Contract Administration to be carried out by Contractor

	Timing	Contractor's responsibility
Conditions Clause 2.3:- Programme	Within 2 weeks of tender acceptance	Prepare Labour Return showing dates and staff for all activities described in Frequency Schedule.
Conditions Clause 2.27 Payment	End of every 4 weeks. To be submitted to CA within 7 calendar days.	Prepare valuation including day work sheets and invoice for work signed off as completed on the agreement and is sure of the valuation of the CA.
Specification Clause B1-B5 Site Inspection	As per frequency schedule	Carry out site inspection on foot to ensure compliance of site with Landscape Management objectives
Specification Clause B6 Site Report	As per frequency schedule To be submitted to CA within 7 calendar days of the date of inspection.	Please report detailing:- - proposed work additional to Frequency Schedule - adjustments to work in Frequency Schedule - other matters as described in B5.
Conditions Clause 2.27 Payment	Completion of contract	Prepare final valuation and invoice

D CLEANSING

C.1 All Soft Areas

Cleansing shall consist of the routine collection and removal to Contractor's tip of all litter and debris as described below. Litter shall include paper, wrapping material, glass, metal and plastic, with no lower size limit. Other debris shall consist of bricks (greater than ¼ brick size), stones (greater than 100 mm in any dimension), concrete, bottles, cans, tipped material, garden refuse (not including leaf litter), grass cuttings, all prunings, dead trees, small or broken furniture, household effects, dead animals, and any other materials whatsoever their composition and by whomsoever deposited, that the CA considers detrimental to the appearance of the site. Ponds, streams and ditches are included for cleansing at the same frequency as adjacent areas.

Dog faeces shall be cleared from grass areas by the Contractor. Litter and debris lodged in hedges, fences and trees shall be removed as part of the cleansing operation.

C.2 Hard Surfaced Areas

The Contractor shall routinely remove all items specified in Clause C.1 above and shall also remove by brush and shovel, dog faeces, soil and gravel washings, leaves, twigs and branches, from all blacktop and gravel paths and hard surfaces.

The Contractor shall routinely sweep all unadopted roads using appropriate methods as agreed with CA. All arisings to be removed from site.

C.3 Boardwalks

The Contractor shall routinely wash and sweep the boardwalks and bridges in the Contract. During the winter period November to March these works shall be carried out fortnightly, during the summer period April to October these works shall be carried out monthly. All arising to be removed from site.

C.4 Fly Tipping - All Areas

Fly tipped material is defined as any material or object of such weight or proportion that it cannot be removed by one cleansing operative, for instance, whole furniture, household appliances or tipping of bulk materials. Small amounts of builders' DIY refuse or glass of less than 0.1 cubic metre (approximating to 460 x 460 x 460mm) shall be included as normal cleansing.

Any fly tipped material deposited on site following approved completion of the initial cleansing shall be reported to the CA, prior to any action being taken.

Fly tipped material shall be removed from site by the Contractor if instructions are issued by the CA. The collection of fly tipped material will be carried out as part of the routine cleansing, the disposal of the material will be paid for separately, by volume. If skips are requested for removal of fly tipping they shall not remain in the vicinity of the site for more than twenty four hours. All fly tipped material is to be placed in the skips as soon as possible after its arrival on site. Any further skips required as a result of premature filling of the skip by other parties shall be provided at the Contractor's expense.

C.5 Play Areas

All play areas included in the Contract should be fully swept and all debris removed at each cleansing visit.

C.6 Ponds, Streams, Ditches

Ponds, streams and ditches shall be cleansed at the frequency indicated for adjacent areas. Where such a feature is marked as a boundary between two different frequencies, the feature shall be cleansed on the basis of the greater frequency.

All floating debris and any visible submerged debris, shall be cleansed at each visit.

C.7 Disposal of Material Arising

All material shall be removed off site, as it is collected. No bags or piles of loose collected material shall remain on site overnight. The Contractor shall dispose of all material arising at a registered tip in accordance with Clause 2.18, and shall allow for all transport costs.

C.8 Scavenging to Grass Areas

Scavenging and cleansing to grass is included on the total area, but during the grass cutting season (April to October) scavenging of grass areas is also to be carried out by the Contractor immediately prior to mowing. Grass cutting is carried out on an average 14 day cycle with meadow areas cut twice each year.

The Contractor's cleansing routine may be on a less or more frequent basis, all grass areas must be cleansed as specified.

C.9 Activities of Other Contractors

The Contractor shall report instances of other contractors not removing their own rubbish or arisings. The Contractor shall also advise the CA of occurrences of tipping associated with private gardens.

C.10 Wood Chippings

Where semi-mature planting areas have recently been thinned and the chipped prunings spread into the plantings, all chippings which find their way onto footpaths shall be swept up and returned to the planting areas by the Contractor and not removed from the site.

C.11 Schedule of Cleansing

Different frequencies are prescribed for the various areas of site which broadly reflect the rate of litter generated, or the nature of the location.

C.12 Frequency of Cleansing

The general frequencies are as stated in the Frequency Schedule.

Daily Cleansing shall take place on each working day Monday to Friday excluding Bank Holidays (250 times per year).

Weekly Cleansing shall take place 52 times per year.

Fortnightly Cleansing shall take place 26 times per year.

Four Weekly Cleansing shall take place 13 times per year.

Bi-monthly (eight weekly) Cleansing shall take place 7 times per year.

Edges of paths, site boundaries, or edges of grass and planting are used where appropriate to define the limit of the various frequencies. All reachable debris within at least one metre of the edge of a path or a grass area shall be removed on the basis of the higher frequency.

C.13 Narcotics, Solvents etc

Narcotic substances, solvents and associated equipment found in landscaped or play areas must not be touched or removed by the Contractor. The Contractor must immediately report his findings to the Police and also inform the CA of this action.

C.14 Protective Clothing

The nature of certain materials dumped in landscaped or play areas can be offensive and potentially injurious to health and welfare. The Contractor and any sub-contractor must provide suitable protective clothing for use by his site operatives.

Waterproof clothing must be provided for site staff for use during inclement weather.

D WEED CONTROL

D.1 All operations involving the use of herbicides shall be subject to the following conditions:

- i)** All herbicides and chemicals shall be approved by the CA and shall comply with the Control of Pesticides Regulations 1986 amendment 1997 (SI 1997/188) and its enabling legislation, the Food and Environment Protection Act 1985 (Part III) and any other relevant statutory requirements in force.
- ii)** The Contractor shall be responsible for the safe and proper storage and application of any herbicide he shall use and shall comply with all relevant legislation, Statutory Instruments and Codes of Practice. Herbicide and dye will not be left unattended unless placed in a secure, fixed, appropriately labelled, purpose built container or vault.
- iii)** In accordance with the Control of Pesticides Regulations 1986 all operators working with herbicides shall hold Certificates of Competence appropriate to the type of operation in progress or shall work under the direct and personal supervision of a holder of such a Certificate at all times. Not more than two non-certificated operatives shall work under the responsibility of a Certificate holder.

The Contractor is required to provide the CA with photocopies of the Certificates of Competence for any operator who will be applying herbicides and chemicals within the site contained in the Contract.

All persons employed on the handling and use of herbicides shall use the technical and engineering controls and wear the personal protective equipment identified in the assessment carried out under the COSHH Regulations 2002. The requirements of the Code of Practice for using Plant Protection Products 2005 as published by the Health and Safety Commission for HMSO shall also be followed.

- iv)** The Contractor shall supply approved signs stating "Herbicide Application in Progress". Sufficient signs will be erected by the Contractor before work commences to ensure that, as far as is reasonably practicable, members of the public are made aware that herbicide application is being, or is about to be, undertaken. All such signs shall remain in position throughout the operation and shall be removed immediately it has been completed.
- v)** The Contractor shall determine appropriate concentration of active ingredients and rates of application, in accordance with manufacturer's recommendations in order to achieve the intended result.

- vi) Any areas of weed surviving due to being missed during spraying, or inclement weather shall be re-treated by the Contractor at his own expense.
- vii) All bottles, tins, bags, wrappers or other form of container which have contained chemicals, shall when empty, be disposed of in a safe and proper manner.
- viii) Using a knapsack sprayer, the foliage and stems of the plant shall be sprayed to wetness (the point just before run-off) using an appropriate nozzle to give an even coverage of foliage and stems. All spray equipment shall be efficient, well maintained and free from leaks. Correct type and size of spray nozzles must be used appropriate to the chemical employed and the application. In situations where the targeting of the herbicide needs to be specific and not harm surrounding desirable vegetation species, a weed-wiper or weed-glove can be used to target individual plants.
- ix) Great care must be taken to ensure that no damage takes place to shrubs, trees, bulbs or other planted material or grass surfaces, whether owned by the Employer, residents, or other parties. To this end, maximum precautions shall be taken to obtain accurate placement of herbicides, avoiding drift, by use of spray shields, correct pressure and spray nozzles.
- x) Any plants or grass areas damaged during spraying operations shall be made good as directed by the CA to his entire satisfaction at the Contractor's expense.
- xi) Spraying must not take place during windy or otherwise unsuitable weather conditions. Particular care will be taken to avoid damaging species with green or otherwise sensitive bark.
- xii) The application of granular herbicide shall be made by means of an approved spreader.
- xiii) The use of marker dye may occasionally be required by the Employer. The CA will indicate his requirements where this applied. Where marker dye is used it shall be of a type that is compatible with the herbicide with which it is mixed.
- xiv) All users including the Contractor are required to keep records of what pesticide was used, how much, where and when, the operator's name, area sprayed, location, application rates and dilution, time, weather and confirmation that warning signs were posted, pesticides were returned to stores, the sprayer was cleaned and protective clothing washed. Some pesticide suppliers have ready made record sheets for their customers' use. It is advisable to retain these records for at least three years. The Code of

Practice for Using Plant Protection Products 2005 also incorporates the "Code of Practice for the use of Approved Pesticides in Amenity Area" and the "Code of Practice on the Agricultural and Horticultural Use of Pesticides". The Contractor is to provide the CA with a signed copy of his record sheets at the same time as the application for payment which covers the herbicide application.

D.2 Selected Herbicides

i) Residual Herbicide

The residual herbicide shall be Propyzamide applied in the period November December.

ii) Granular Herbicide

Granular herbicide shall be Dichlobenil applied in February to established plantations and non-crop situations such as fence lines, and lenacil for shrub or herbaceous bed treatment. Such herbicide shall be applied by an approved distributor and using care to ensure that the chemical is applied evenly at the accurate dosage with no spread on to adjacent untreated areas. To avoid damage to plants and grass the chemical shall not be applied in windy conditions or whilst plant leaves are wet following rainfall. Trees and shrubs should be agitated lightly following application to ensure any granules are dislodged.

iii) Selective Herbicide

Areas of meadow or rough grass shall be walked through and selected weeds spot-treated with 2, 4-D + picloram during periods of active growth. The weeds to be treated include the following, the precise species to be treated as instructed by the Contract Administrator:

Docks, Nettles, Ragwort, Thistles, Willowherb

The Contractor shall apply mecoprop at the manufacturer's recommended rates to clover infestations in general amenity grass swards, as a total area spray.

The Contractor shall apply combined dicamba and MCPA and mecoprop to broadleaved weeds, during April to October as a total spray to amenity grass swards or fine turf areas, during periods of active growth.

In the event of only partial (spot) treatment with the two previous selective herbicides, the Contractor shall agree with the CA in advance of the operation, the percentage of the area to be treated.

iv) Wetting Agent (Adjuvants)

A wetting agent when required shall be added to all herbicide solutions in accordance with recommended conditions of use.

- v) **Contact Herbicide**
The contact herbicide shall be an approved 'Paraquat/Diquat' types or glufosinate-ammonium.
- vi) **Translocated Herbicide**
Translocated Herbicide shall be:

Glyphosate applied to both grass and broadleaved weeds, during periods of active growth.

In all cases every precaution shall be taken to avoid herbicide contact with desired species.
- vii) **Stump Treatment**
Stump treatment shall be achieved by scarring the bark or cambium over 50% of the surface of the stump with a chainsaw or billhook. Many willows have multi-stemmed stumps, and all stumps shall be treated to ensure total kill.

The stumps and, where required, the cut stems of bramble shall be treated with brushwood killer, using formulations containing triclopyr applied in dilution and sprayed to saturation over the whole stump or stem immediately after felling and immediately after exposure of the cambium. The Contractor shall ensure that plants to be retained are not affected by the treatment.
- viii) **Herbicide to Paved Areas**
When indicated on the Frequency Schedule the Contractor shall apply diuron + paraquat to paths and paved areas, fence lines and other unplanted areas to prevent growth of weeds.

D.3 Treatment of Japanese Knotweed

Where Japanese knotweed is identified on site one of the following control strategies will be undertaken. The type of control strategy to be undertaken will be determined by the CA and is dependant upon the current or future usage of the site, timescale of proposed development of the site, existence of water bodies and presence of livestock.

- i) **Clearance of Japanese knotweed**
Where specified, before or after spraying, cut Japanese knotweed within 100-150mm of ground level using strimmers, hand tools or mechanical mowers. Cut stems can then be retained in situ where they will be treated with subsequent herbicide control.

If specified, arisings of cut Japanese knotweed may alternatively be disposed of by one of the following methods. None of the following options for disposal of arisings contaminated with

Japanese knotweed will be undertaken without previous instruction and all works will be supervised by an ecologist.

ii) **On site burial**

On site burial should not be undertaken without prior approval from the CA. Material contaminated with Japanese knotweed to be disposed of by on-site burial must be deposited 3metres below ground level. Once safely deposited at a depth of 3m, a clay or geo-textile cap is to be used as an additional protective measure before backfilling.

iii) **Removal to landfill**

All contaminated material shall be loaded directly onto wagons for removal to a licensed landfill. Before leaving site, the wagons shall be sealed using tarpaulin covers. The contractor shall provide all tip weighbridge receipts for the attention of the Employer. At the end of each working day all machines used for excavation will be brushed clean to ensure that no soil leaves the site.

If required, a representative of the Employer will note the time of departure and registration of each wagon for checking against authentic tip weighbridge receipts in order to demonstrate that the material has been removed in accordance with the EPA (Duty of Care) Regulations 1991.

High costs are generally associated with off-site disposal. It is advisable to check with the relevant landfill operators as some may not be willing to accept Japanese knotweed contaminated material. As the material is classed as a controlled waste, all producers, carriers and disposers of waste must be in possession of relevant licences. Material must be appropriately covered during transit in order to minimise additional contamination.

iv) **Non-persistent herbicide containing Glyphosate only.**

This control strategy is to be used on areas within the vicinity of waterbodies, areas or vegetation to be killed as spot treatment within vegetation to be retained. The contractor must obtain a licence from the Environment Agency for works within close proximity to waterbodies.

Three glyphosate applications are to be undertaken at a minimum of six weekly intervals between May and September (i.e. in May, July and September) or as instructed by CA.

Application is to be undertaken as a foliar spray when shoots have fully open leaves and are in active growth. The spray must not be permitted to contact desirable plants. Where Japanese knotweed is within vegetation to be retained or where small amounts of re-growth are present, spot application of glyphosate using a suitable method is to be substituted. In some areas, specialised application

methods such as telescopic lances may be required to achieve good spray coverage. Where spraying of flowering Japanese knotweed is required spraying should be undertaken in late evening.

If Japanese knotweed vegetation is over approximately 1.5m tall, or obscured by tall dead stems making a thorough application impossible, vegetation is to be cut prior to herbicide application and left in situ. The Glyphosate is then to be applied after regrowth of shoots has established fully open leaves.

Once vegetation has died back fully, and no later than the first emergence of new shoots, standing vegetation is to be cut and retained in situ, to be treated again by subsequent herbicide application.

v) **Persistent herbicide containing picloram.**

The treatment will consist of two glyphosate applications and one picloram application per year.

This strategy should not be used on land intended for broadleaved planting within 2 years, close to watercourses and waterbodies, on areas of nature conservation value or within close proximity to public access.

Two glyphosate applications are to be undertaken at a minimum of six weekly intervals between May and August or as instructed by CA. Applications are to be undertaken as specified in D.3(iv) above.

Picloram applications will be undertaken in late September/early October or as instructed by CA, when it is to be applied as a foliar spray. Picloram treatment must not exceed one application per year and must not be applied around desirable trees or shrubs where roots may absorb the chemical. It should also not be applied on slopes where the chemical may leach onto areas of desirable vegetation.

If Japanese knotweed vegetation is over approximately 1.5m tall, or obscured by tall dead stems making a thorough application impossible, vegetation is to be cut prior to herbicide application and left in situ. The herbicide is then to be applied after regrowth of shoots has established fully open leaves.

D.4 Treatment of Ragwort

When instructed by the CA Ragwort (*Senecio jacobae*) shall be treated by means of herbicide application or hand pulling as appropriate. The method of control shall be approved by the CA.

Protective clothing must be worn by any person handling ragwort (e.g. gloves, long sleeves and a mask) for whichever method of control is used.

i) Pulling/Digging

Pulling/Digging shall be used when appropriate, i.e. when the plant is immature (seedling or rosette) and after rainfall when the ground is soft (spring). Operations will be carried out annually and must be undertaken before flowering has completed.

The operations shall remove as much of the root as possible as ragwort can re-generate like docks from root fragments left behind in the soil. Tools such as 'Rag Fork' or similar can be used or alternatively, a tractor-mounted mechanical puller may be used as appropriate to the site.

ii) Herbicide application

Where suitable due to the size of the area to be treated, the density of infestation, gradient and ground surface, ragwort shall be treated using glyphosate.

Applications shall either be spot-treatment (with a knapsack sprayer), hand held or tractor mounted weed-wipers, which may be used when the ragwort has reached a height above the surrounding non-target vegetation.

When hand spraying, a guard shall be fixed to the sprayer to avoid chemical drift. Spraying shall be undertaken during suitable weather conditions only (e.g. not on very calm warm days or during strong wind).

Herbicide applications will be undertaken in May prior to undertaking any grass cuts and a second application undertaken in August as required and agreed with the CA.

iii) Cutting

Control of ragwort by cutting will generally not be permitted as it encourages more vigorous re-growth. Where cutting is required in an emergency situation to prevent re-seeding, cutting operations must be approved by the CA.

D.5 Handweed

Handweeding shall be carried out as indicated on the Frequency Schedule and all weeds shall be removed including their roots. Care shall be taken not to damage the shrubs and all arisings shall be removed from site.

D.6 Handweed and spray

Where indicated in the schedule handweeding shall be carried out together with treatment by translocated herbicide. Care shall be taken not to damage the shrubs and all arisings shall be removed from site.

D.7 Bridle Routes

The surface of bridle routes which are dressed with woodchip or forest bark or sand shall be harrowed to a depth of 50 mm to aerate the material. This operation should be carried out using tractor-mounted machinery. The Contractor shall allow for removing all displaced surface material from adjoining paved areas, grass or planted areas and the spreading of the surface material on the bridle route so as to produce a level finish.

D.8 Bridle Route Surfacing

Woodchips shall be purchased from either of the following sources (unless agreed otherwise in writing by the CA);

"Hardwood Chips" from:

Woodgrow Horticulture Ltd

Oak Dale House

84 Burton Road

Findern

Derby, DE6 6BE

Tel: 01332 516392 or fax 01332 511481

or

"Equichip" softwood chips from:

Melcourt Industries Ltd

Eight Bells House

Tetbury

Gloucestershire

GL8 8JG

Tel: 01666 502711 or fax 01666 504398

E GRASS MAINTENANCE

E.1 Grass Cutting

The Contractor shall carry out all necessary preliminary inspections of the areas to be cut on each occasion and remove isolated items of obstruction which might damage plant or create a possible hazard to persons or property and carry out a litter picking operation prior to each cut (see Specification clause C.8).

All grassed areas shall be mowed with appropriate machines to produce a standard of finish in keeping with the particular use of the area.

All machinery shall be fitted with approved safety guards and the Contractor shall be liable for and shall hold the Employer fully indemnified against all claims for damages, costs or other demands in respect of any damage to either person or property caused by or due to "flying stones" or any other reason during grass cutting operations.

Cutters to all mowers shall be sharp, properly set and cut the sward cleanly and evenly. Mowers should have their height of cut so adjusted that at no time does "scalping" take place.

The Contractor shall make good any damage caused to existing grass swards on the site as a result of the Contractor's operations. The reinstatement of the grass shall be to the satisfaction of the CA and entirely at the Contractor's expense.

E.2 Cutting of Weekly Grass Areas

The weekly grass areas shall be cut on a seven day average basis to a height of 35mm and no raking of cuttings shall be necessary. If the Contractor delays contacting the CA and advising of the need for adjustment to the programme or delays in the completion of the cutting, the CA may instruct the Contractor to rake off the cuttings after completion of the cut, entirely at the Contractor's expense.

Grass against walls and fences, around trees, lamp columns and other street furniture and in corners inaccessible to the normal mowers shall be controlled by strimming to give a treated area 225 mm (9") wide around such obstructions, or alternatively controlled by chemical herbicides if approved by CA. This operation is to be allowed for in the grass cutting rates.

Grass clippings shall be spread out evenly to prevent damage to the grass beneath. Grass clippings should not be allowed to lie on paths, roads, drives and the like but should be scattered evenly on adjoining grass areas at the end of each day's work.

E.3 Cutting of General Amenity Grass

The 'short' grass shall be cut on a fortnightly average basis to a height of 35 mm and no raking of cuttings shall be necessary. If the Contractor delays contacting the CA and advising of the need for adjustment to the programme or delays in the completion of the cutting, the CA may instruct the Contractor to rake off the cuttings after completion of the cut, entirely at the Contractor's expense.

Grass against walls and fences, around trees, lamp columns and other street furniture and in corners inaccessible to the normal mowers shall be controlled by strimming to give a treated area 225 mm (9") wide around such obstructions, or alternatively controlled by chemical herbicides if approved by CA. This operation is to be allowed for in the grass cutting rates.

Grass clippings shall be spread out evenly to prevent damage to the grass beneath. Grass clippings should not be allowed to lie on paths, roads, drives and the like but should be scattered evenly on adjoining grass areas at the end of each day's work.

E.4 Bulbs in Grass

Where Crocus, Daffodils or Narcissus bulbs are planted in grass their leaves should not be mowed off until the leaves have died down, which is usually by the end of June. All the resulting material is to be raked off and removed off site as per the specification for Meadow Grass (E.7). Subsequent to this initial grass cut the areas are to be included in the appropriate adjacent grass regime for the remainder of the season.

E.5 Edging

Where this operation is indicated on the Frequency Schedule the margins of grass areas shall be trimmed with a half-moon edging iron, or mechanical equivalent, to clean straight lines or smooth curves.

Where this operation is required to the paved margins of grass areas, the soil shall not be drawn back as this operation is merely to redefine the hard edge. All arisings, including any soil and vegetation growing on the hard surface shall be removed off site.

E.6 Fertiliser to Existing Grass Swards

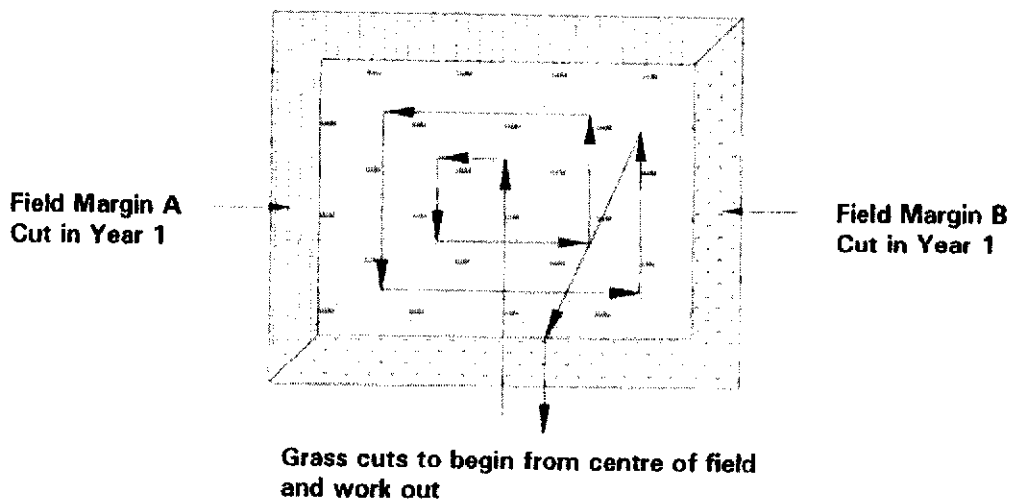
The fertilisers to existing grass swards will be as follows:

Slow-release - Miracle Professional 'Longlife Sportsfield' (11:6:9 NPK) applied in accordance with the manufacturer's instructions.

Any alternative fertiliser is to be approved by the CA prior to the application.

E.7 Grass Cutting: Four Weekly Cuts; Long Grass

Where possible (i.e. where the grass area is more than 3000m² and roughly rectangular) grass should be cut from the centre outwards (see diagram below) rather than cut from the perimeters into the centre which may trap wildlife in the centre of the area. Where shapes are more awkward mowing should work from one side of the area to the other as agreed with the Contract Administrator.



A field margin should be retained of at least 3m around the field boundary, which should be cut in September only. Field margins should not be cut at the same time (i.e. cut on rotation, one half per year (see above)).

- i) **Monthly Grass Cut Areas** (Refer to diagram above)
The Contractor should note that site security mounds around the development sites are to be maintained on a four weekly basis. The sward shall be cut evenly to a height of 100mm high with the cuttings dispersed evenly. The Contractor shall allow for scavenging the areas at the same time, so as to leave the ground in a clean and litter-free condition. If the Contractor delays cutting operations so that a large quantity of cuttings arise, then the CA may instruct removal of cuttings at the Contractor's expense.

- ii) **Cutting of Long Grass** (Refer to diagram above)

Where indicated on the Frequency Schedule, long grass areas shall be cut to 100 mm high using a rotary cutter, flail or forage harvester and the cuttings dispersed evenly or removed from site as specified in the Frequency Schedule. Large accumulations of cuttings are to be dispersed after cutting. The Contractor shall allow for scavenging the areas at the same time, so as to leave the ground in a clean and litter-free condition. If the Contractor delays cutting operations so that a large quantity of cuttings arise, then

the CA may instruct removal of cuttings at the Contractor's expense.

The Contractor shall allow in his rates for carrying out any follow up work necessary to complete cutting after the use of agricultural machinery, (including any areas too small, too steep or around obstacles). The contractor's attention is drawn particularly to grass flattened by wheels, and not cut by the machinery used.

There should be no cuts in April & August wherever possible. If cuts are required for health and safety reasons ensure no cutting is undertaken between 1st April and 31st May.

The Contractor shall allow in his rates for the cutting of small areas of newly established scrub and brambles within the long grass areas.

The number of cuts shall be as per the Frequency Schedule. This will usually be 1, 2, 3 or 4 cuts per annum.

Where ragwort is present within the grass sward, the contractor shall allow for disposal of arisings by alternative means ensuring that there is no possibility of the arisings becoming accessible to livestock. Dead or wilted ragwort is more palatable and will be eaten more readily by livestock.

The Contractor shall allow in his rates for any necessary works required in order to gain access to development land where this is protected by anti-traveller mounds or trenches, or fencing. At the end of each day these features shall be reinstated. The Contractor shall make his own assessment of the sites which require such works.

All grass cuts must be started and completed during the appropriate four week period as identified in the Detailed Frequency Schedule.

The Contractor must complete all the mowing of any one plot within a seven day period. Where sub-contractors are used the Contractor will be responsible for completing the mowing of any uncut areas within this seven day period.

E.8 Long Grass: Problem Areas

Most long grass areas are readily accessible but the Contractor's attention is drawn to a number of areas where mowing is not straightforward. These may be summarised as: fly tipping areas, uneven long grass, soil mounds and working areas associated with adjacent contractors. These areas are included within the overall measures and the Contractor shall allow for alternative treatments such as herbicide or strimming to such areas where other machinery is not able to achieve the specified cutting.

E.9 Uneven Long Grass

The Contractor is expected to trim rough headlands adjacent to fences and walls where shown as rough grass areas on the Contract Drawings. This trimming is to be carried out at the same time as general rough grass cutting. No separate schedule item is listed for such works to uneven ground and the rates for general long grass cutting must allow for this operation. Grass should be cut as close as possible to hedges.

E.10 Great Crested Newt Areas

Where Great Crested Newts have been identified, only one cut is to be undertaken per year. When indicated in the Frequency Schedule, the grass should be cut to a height of 150mm, using appropriate machinery.

E.11 Soil Mounds

In certain areas mounds of soil occupying rough grass areas are not shown on the Contract Drawings, these mounds shall be cut using hand held trimmers or other necessary equipment at the same frequency and flat ground.

E.12 Grass under Hedges

Long grass under spread of hedges need not be cut; directions may be given if required.

E.13 Strimming

Hand-held mechanical cutters may be used where meadow grass or rough grass areas are inaccessible to vehicles or wheeled mowers; or are too steep, too small, too uneven or obstructed to be cut using other machines. The grass shall be trimmed to an even height to conform to the surrounding grassland management regime and the Contractor shall disperse all arisings evenly across the sward.

In wetland areas, where conservation is of prime importance, the Contractor shall trim to an even height of 100 mm above ground or water level all vegetation and rake-off and remove arisings off site. This operation will normally take place during September and remove the full season's growth.

E.14 Rough grass with regenerating shrub vegetation

When instructed, rough grass with regenerating scrub (brambles, tree saplings etc) shall be cut using brush cutters and trimmers. Arisings shall be either collected and retained on site as habitat piles or removed from site as per the Frequency Schedule/Landscape Architects Instruction.

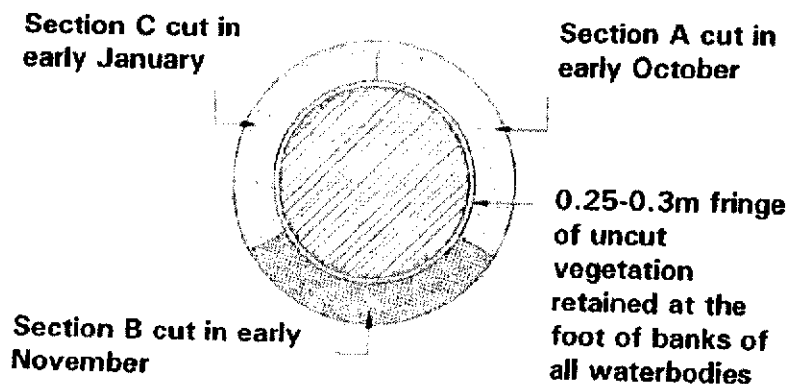
E.15 Cutting of Banks of Waterbodies and ditches

Formal Waterbodies should be cut over three six week periods and Informal Waterbodies are cut on a 3-year cycle, as indicated in the Schedule of Works:

i) **Formal Waterbodies and ditches** (Refer to diagram below)

When cutting the banks of formal waterbodies and ditches:

- * A 0.25-0.3m fringe of uncut vegetation is to be retained at the foot of all ponds, streams or ditches.
- * Bankside vegetation is to be cut only between October and February to a height of 150mm, using a reciprocating cutter-bar or rotary cutter or strimmer.
- * Bankside vegetation should not be cut all at once but programmed over three six week periods. i.e. Divided into either 3 or 6 sections and cut as indicated below.
- * All cuttings are to be removed.

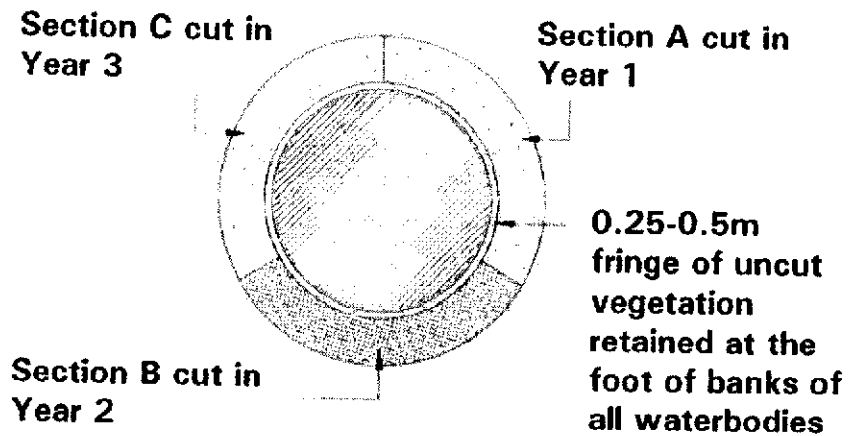


ii) **Informal Waterbodies and ditches** (Refer to diagram below)

When cutting the banks of informal waterbodies and ditches:

- * A 0.25-0.5m fringe of uncut vegetation to be retained at the foot of all ponds, streams or ditches.
- * Bankside vegetation is to be cut only between October and February to a height of 150mm, using a reciprocating cutter-bar or rotary cutter or strimmer.

- * Bankside vegetation should not be cut all at once but sections cut on an annual rotation, programmed over three years. i.e. Divided into either 3 or 6 sections and cut as indicated below.
- * All cuttings are to be removed.



E.16 Reinstatement of Worn Grass Areas

The Contractor shall provide and spread good quality top soil in accordance with Clause 1.2 as instructed by CA and where deep rutting is evident.

The Contractor shall lightly fork over damaged grass surfaces (less than 10 m²) or use a pedestrian operated rotavator (areas over 10 m²) and cultivate to a depth of 50 mm. The Contractor shall grade out to existing levels and remove all large stones, rake to obtain tilth suitable for seed sowing, apply grass seed evenly by hand at the rate of 50g per m² and lightly rake in. The surface shall be consolidated by use of a light roller.

The Contractor shall supply and sow good quality amenity grass seed mixtures, usually BSH A4, unless instructed otherwise by the CA.

E.17 Preparation for Seeding

The Contractor shall arrange levels to give gentle falls for drainage and to avoid ponding hollows; where finished levels are not given, the levels shall be such that the finished surface will be a smooth even fall, (or gently rolling curve if shown) between the finished levels on the boundaries of the areas, as directed on site.

E.18 Pre-seeding Fertiliser

Fertiliser for general grass areas shall, unless agreed otherwise by the CA, be pre-seeding fertiliser British Seed Houses No. 1, 6:9:6 (N:P:K), applied in accordance with the manufacturer's instructions.

E.19 Seed Mix

The Contractor shall supply seed mix A4 by British Seed Houses Ltd, Camp Road, Witham St Hughes, Lincoln LN6 9QJ or other comparable good quality amenity grass seed mixture which shall be approved by the CA. The Contractor is to supply the CA with the seed certificates which are attached to the seed bags for approval prior to sowing.

Seed is to be sown in accordance with the suppliers instructions unless otherwise directed, in two equal applications over the areas in transverse directions to ensure an even distribution of seed. Seed shall then to be raked or harrowed-in evenly over the areas. The Contractor shall allow for making up levels in any areas of settlement and re-seeding to reinstate the areas.

E.20 Seeding Period

All areas shall be seeded in the period Mid-April to the end of May, and mid-August to end of September. For Fescue-based seed mixtures, the autumn sowing shall be completed by mid-September. Specific approval of the CA shall be obtained before seeding outside this period.

E.21 Turfing

The Contractor shall supply turf, which complies with the recommendations of BS 3969 (1990), and shall submit samples (minimum size 1 m²) for the approval of the CA prior to laying.

E.22 Laying Turf

Turfing operations shall comply with BS 4428:1989 unless indicated by the CA. Turf shall be free from undesirable grasses and weeds. Areas to be turfed shall be prepared as for seeding, allowance being made for the thickness of the turf. Stacks of turf shall not exceed 1 m in height, stacked soil-to-soil, and shall not stand longer than 5 days. Access to turf-laying operations shall be over newly laid turf by means of adequate planked runs. Pre-turfing fertiliser shall, unless otherwise agreed by the CA, be British Seed Houses No.1 6:9:6 (N:P:K) applied in accordance with the manufacturer's instructions. Turf shall be laid to stretcher bond. Deviations from the specified levels shall be adjusted by making up levels with fine soil, or by lifting and raking out surplus soil. Turf shall not be firmed by use of beaters or heavy rollers. Subsequent to laying, turf shall be top-dressed with dry, sifted topsoil, brushed well into joints. Turf shall not be laid in very dry or frosty weather. Turf on slopes shall be secured with galvanised wire pins, U-shaped, 200 mm x 4 mm diameter. Edges to turf shall be laid with whole turves.

E.23 CRICKET SQUARES

- i) **Squaring Off**
When agreed with the CA, at the commencement of the season, the cricket square shall be "squared off" and corner pegs placed in position at the corners. The Contractor shall allow for this operation in the rates for mowing.
- ii) **Mowing**
When indicated in the Frequency Schedule, the Contractor shall cut the grass with a 500 mm (20") to 900 mm (36") pedestrian operated cylinder mower, having no less than 8 cutting blades on the cylinder set to a cutting height of 25 mm. Cuttings shall be boxed off and removed off site. Passes shall be at 45 degrees to the side of the square.
- iii) **Scarification**
When indicated in the Frequency Schedule, the square shall be scarified square with 2 passes of a Sisis Auto Rotorake or other approved pedestrian motorised machine, set to operate above soil profile, to remove thatch and dead matter. Arisings shall be boxed off and removed off site.
- iv) **Re-Mowing**
Following the scarification the Contractor shall re-cut the grass with a 500 mm (20") to 900 mm (36") pedestrian operated cylinder mower, having no less then 8 cutting blades on the cylinder set to a cutting height of 25 mm. Cuttings must be boxed off and removed off site. Passes shall be at 45 degrees to sides of square.
- v) **Rolling**
When indicated in the Frequency Schedule, the square shall be rolled with a hand or self-propelled mower in 2 directions at right angles ensuring overlapping of passes, in order to achieve a firm, true and safe surface.
- vi) **Fertilising**
When indicated in the Frequency Schedule, the Contractor shall apply, using cyclone spreader, or other method, to be approved by the Contract Administrator a spring/summer fine turf fertiliser known as Miracle Professional 'Longlife Sportsfield' 11:6:9 (N:P:K) (unless otherwise agreed in writing by the CA) which shall be applied in accordance with the manufacturer's instructions.

E.29 CRICKET OUTFIELD

- vii) **Mowing**
When indicated in the Frequency Schedule, during the period April to October, the Contractor shall mow at weekly intervals with a cylinder mower, at a cutting height of 25 mm.

F ORNAMENTAL SHRUB AND STRUCTURE PLANTING

F.1 General Maintenance

- a) a) The Frequency Schedule indicates the operations intended for ground maintenance within planted areas. The Contractor shall monitor the effectiveness of treatments, according to the nature of ground, and planting type, season and other criteria and make recommendations for any adjustments to works indicated in the Frequency Schedule.
- b) b) Care must be taken to avoid damage to, or disturbance of the roots of the planted material if and when hand pulling, hoeing or mechanical weed control measures are used. Hand weeding shall not take place in conditions of severe frost or drought.
- c) c) All weeds, dead plants and debris resulting from a hand weeding operation shall be gathered up, collected and removed from site as the work proceeds. Adjacent paths or other surfaces shall be swept clean as the work proceeds.
- d) d) Herbicide treatments shall be in accordance with the requirements of Clause D of this Specification.

F.2 Maintenance of Planting within Establishment Phase

When indicated in the Frequency Schedule, the Contractor shall apply during January or February an approved residual herbicide to all planting within establishment phase.

During the growing season the Contractor shall carry out a combined handweed and translocated herbicide application as indicated in the Frequency Schedule.

F.3 Strimming to Planted Areas

When instructed, the Contractor shall trim all unwanted vegetation within planted areas to an even height of 50 mm. The Contractor shall allow in his rates for strimming around plants which are spaced at a minimum of 1 metre centres. Any damage caused to plants as a result of the strimming shall be made good to the satisfaction of the CA entirely at the Contractor's expense. This includes any damage to the bark of trees and shrubs and to desirable retained herbaceous plants. Unless described otherwise in Schedule of Works all arisings shall be dispersed.

Any strimming to planting areas which is instructed by the CA as a result of a delay in herbicide application shall be carried out at the Contractor's own expense.

F.4 Pruning

- a) For the purposes of this Contract the operations of pruning are restricted to normal 'summer' pruning to meet the objectives defined below. Unless indicated in the Frequency Schedule, heavy 'winter' pruning such as coppicing, is not included as routine work, but may be instructed separately as site conditions and growth rates dictate.
- b) Routine annual pruning of the previous year's growth, of scheduled trees and shrubs shall be carried out, as indicated in the Frequency Schedule, in order to attain the following objectives:
 - i) To prevent obstruction of sight lines at traffic corners and junctions.
 - ii) To prevent encroachment on roads, paths, walkways and traffic signs/lights.
 - iii) To prevent obstruction of light to windows of buildings.
- c) The pruning of all plants shall be carried out in order to attain the following objectives:
 - i) To promote new growth.
 - ii) To increase the potential for future flowering/fruiting.
 - iii) To avoid undue damage to adjacent plants and maintain the balance of species.
- d) Pruning shall be carried out by skilled labour using reciprocating cutters, or other approved equipment. All cut faces of branches or stems shall be clean and undamaged.
- e) All arisings from pruning, dead plants and other debris shall be gathered up, collected and removed off site.

F.5 Unless indicated otherwise in the Frequency Schedule the following two Clauses refer to 'Additional works'.

- i) During winter certain shrub species as directed by the CA shall be cleanly cut hard back (coppiced) to a height of approximately 100-400 mm according to species to promote bottom growth and prevent them attaining excessive height. Cuts shall be undertaken in such a way so as to retain form and not undertaken to a uniform height.

- ii) Where pruning or coppicing works involve cutting back further than the current years growth, these works should be undertaken between late November to February. No heavy pruning or coppicing works should be undertaken between the end of February and end of September. Where works are required during this period due to hazard management or amenity reasons a visual assessment should be undertaken to confirm that there is no risk of disturbing breeding birds.
- iii) All prunings and debris shall be collected and removed off site or chipped and blown back onto shrub beds as mulch. The sites chosen for mulching must be agreed with the CA in advance of the chipping operations.
- iv) Additional works will be by quotation or valued on the basis of Dayworks plus any waste disposal charges levied on the Contractor at the registered tip.
- v) Certain species of winter flowering shrubs will require pruning during spring and this will be as directed by the Contract Administrator. Unless indicated otherwise in the Frequency Schedule, such pruning will be treated as Additional Works and will be based on quotations or valued on the basis of Dayworks plus any waste disposal charges levied on the Contractor at the registered tip.

F6 Ornamental Grasses

Ornamental grasses shall be hand cut during January as required in order to clear dead vegetation, and promote healthy re-growth. Care must be taken not to damage new growth. All arisings shall be collected and removed from site.

G HEDGE MAINTENANCE

G.1 Hedge Clipping

All hedges shall be cut on one or two occasions as indicated in the Frequency Schedule.

Where vegetation is to be cut back only to the extent of the current years growth, hedge cuts can be undertaken at any time of year after undertaking visual assessment to confirm that the cut will no cause no risk of disturbing breeding birds. Where vegetation is to be cut back further than the current years growth hedge cuts should only be undertaken once a year during the winter months (November and February).

Hedge cutting shall be carried out with appropriate power tools; all cut faces of branches or stems shall be clean and undamaged. Hedges shall be carefully cut with line and level being maintained to promote a dense hedge of rectangular cross section.

Broad leaved evergreen hedges shall be pruned by hand using secateurs so to avoid half cut leaves. All arisings shall be removed from site. Young trees growing through hedges shall be retained undamaged, and the Contractor shall identify further young self sown trees for retention as appropriate.

G.2 Hedges - Weed Control

Where indicated in the Frequency Schedule, the following operations shall be undertaken:

- i) **Translocated Herbicide** shall be applied as indicated either as spot treatment to specified broad leaved weeds e.g. nettles, docks, thistles, willowherb, bindweed or ragwort, or alternatively as a complete treatment.
- ii) **Handweeding** shall be carried out in the case of growths of bindweed (together with treatment by translocated herbicide), goosegrass, sycamores, elders and brambles (together with stump treatment with triclopyr).
- iii) **Young hedges within establishment phase** shall be treated with a residual herbicide during January or February. During the growing season weeds shall be treated using combined handweed and translocated herbicide applications.

G.3 Laying of Native Species Hedges

Where instructed hedges shall be laid as described in the Schedule of Works. Desirable trees are to be retained, and unless directed, not cut

out or pruned. Elders and brambles unless directed otherwise, and bushy growth of Ash, Sycamore or other vigorous trees are to be cut out, and stumps of elders and brambles are to be killed. Selected Hazels and Hollies shall be left unaid, or as agreed on site.

Former fencing, wire and netting shall be removed together with any litter, hardcore and debris which is exposed during the operation. All arisings shall be removed from site or disposed of otherwise as described in the Schedule of Works. Arisings may be chipped into nearby plantings as directed.

Hedge laying shall be carried out to highest standard and the Contractor shall consider engaging the services of a skilled specialist. A sample of recently completed work shall be offered for inspection prior to the CA authorising a particular specialist or operative to proceed with the works.

Hedges shall be laid with the pleachers directed uphill, unless the ground is level, and the pleachers shall be carefully laid and bound together using selected thorn pegs or softwood stakes provided for the purpose. The most appropriate stems shall be selected for laying and stems not required shall be cut out at coppice level to encourage re-growth. Unless otherwise indicated in the Schedule of Works, no particular finished height is required, the hedge being laid to make as tidy and workmanlike result as is practicable.

H TREE MAINTENANCE

H.1 Trees in Paving

When instructed tree grilles shall be lifted over the area of the tree pit, the levels made up with 'Croxden' horticultural grit, lightly compacted, and the grilles relaid to level. The interstices of the grids shall be filled with grit and lightly compacted.

H.2 Materials

Materials supplied by the Contractor shall be as specified below, and installed as per section I.19 & I.20.

a) **Tree Stakes**

Round softwood, peeled and pointed, and stakes shall not be treated with preservative. All stakes are to have a minimum diameter of 75 mm.

b) **Tree Ties**

Toms Tree Ties available from J Toms Ltd, Wheeler Street, Headcorn, Ashford, Kent TN27 9SH

Special Nylon Reinforced Rubber Belt B1 1" (25 mm)

L5 1 ½" (37.5 mm)

L4 2" (50 mm)

Toms Standard Pad (O1)

Toms Extra Large Pad (L1)

Toms Big Block (L3)

c) **Clout Nails**

Galvanised clout nails 40 mm extra large head.

H.3 Inspection of Specimen Trees

All planted specimen trees (ie those less than 4m) shall be inspected twice per year as indicated in the Frequency Schedule in the months of April and October and appropriate remedial action taken by the Contractor as required provided such work can be carried out at ground level without the use of a ladder. All arisings shall be removed off site.

- i) The Contractor shall check base of tree for "rocking" or "socketing" and straighten tree, re-stake, fill voids with top soil and firm up, as required. The cost of the replacement of stakes will be valued separately, as reported by the Contractor and confirmed by the CA.
- ii) The Contractor shall check all tree ties and adjust to allow for growth, refix or replace as necessary ensuring that the top tie is positioned not more than 50 mm below the top of each tree stake.

The cost of the new replacement ties will be valued separately, as reported by the Contractor and confirmed by the CA.

- iii) The Contractor shall check the trees for signs of damage to the stem, crown or branches. The Contractor shall cut back broken branches, and prune to shape if necessary.
- iv) The Contractor shall check the trees and remove redundant tapes, tags, ties, labels and other encumbrances. The Contractor shall remove dead trees and redundant tree stakes to their tips, together with other fixings, hessian wrappings and wire tree guards, refilling the post holes with lightly compacted topsoil and seeding.

H.4 Replace Stakes and Ties

When instructed any broken or damaged tree stakes are to be replaced and ties re-fixed at a slightly lower position; allowing for growth since planting. Cost of replacement stakes and ties will be valued separately. Arisings shall be removed off site.

H.5 Mature Trees

Mature trees shall be defined as those having a height greater than 4 m or those requiring use of a ladder for access into the canopy of branches.

The maintenance of large mature trees is excluded from this Contract and the Contractor shall not be required to carry out any work or inspections of these items. However, he shall report any obvious signs of damage to the CA, should it come to his attention during the course of his normal duties or during site inspections.

H.6

i) Regular Pruning of Specimen Trees

Where instructed all regular pruning shall be carried out by means of secateurs, approved mechanical hedge cutters and handsaws only. Pruning shall be carried out to the highest horticultural standard. Dead foliage and branches shall be removed by cutting back to an outward pointing bud, or as directed by the CA. Growth shall be reduced to encourage flower, fruit and so as to remove any growth encroaching onto paths, roads, signs, sightlines and lights, cutting back to outward pointing bud.

Allowance shall be made for thinning, trimming and shaping according to species, variety, season, stage of growth, and required visual effect. All prunings/thinnings are to be removed off site. The Contractor shall notify the CA of the incident of any disease/fungus present.

ii) Extraneous Growth

The Contractor shall remove side growths and suckers from base of standard trees by pruning back the level of the trees to the stem or root.

iii) **Crown Pruning of Standard Trees up to 4 m high**

When instructed the Contractor shall remove dead branches and reduce selected side branches by one-third, in each case cutting back to live wood so as to preserve a well-balanced head. Cuts greater than 100 mm diameter shall be treated with approved preservative immediately after cutting. Feathered trees shall not be crown-pruned.

iv) **Training Pleached Trees**

The contractor shall provide the CA with a minimum of 24hours notice prior to undertaking works and works shall be supervised by CA on site. Pruning shall be carried out to the highest horticultural standard. New vertical branch growth shall be removed by cutting back to the horizontal branch, or as directed by the CA. New horizontal growth shall be attached to Pleaching Wires using adjustable plastic fasteners and ensuring no restrictions are caused to the following years growth.

The contractor shall allow for old ties which are causing restriction of branch growth, to be removed and disposed off site. Works should be undertaken using a mini cherry picker or mobile elevated work platform.

v) **Trimming Box Trained Trees**

The contractor shall provide the CA with a minimum of 24hours notice prior to undertaking works and works shall be supervised and directed by CA on site. Works should be undertaken using a mini cherry picker or mobile elevated work platform. Work undertaken from ladder access is not acceptable.

H.7 Tree Removal and Stump-Grubbing

When instructed selected trees with main stem diameter not exceeding 250 mm shall be cut down and stumps dug up, pulled out or otherwise removed together with any roots remaining within 500 mm radius of the main stem. The Contractor shall allow in his rates for back-filling with the specified topsoil to marry into the surrounding ground levels, including allowance for settlement.

H.8 Thinning and Coppicing of Woodland

Trees for thinning may be marked by the CA in advance of operations identifying those which require felling and stump treatment and those which require coppicing. Trees for thinning shall be cut to level stump

length of 150 mm for treatment with stump killer. Trees for coppicing shall be cut back to 50 mm above ground level.

Contractor's method of work shall ensure that the operatives distinguish between trees for coppicing and trees for killing and mark them appropriately so that the operative with stump killer is aware of the stumps to be killed. Where a number of stems are coppiced on one plant, cut faces are to slope away from the centre.

Care shall be taken to ensure that thinning operations do not cause damage to desirable plants, or rutting of the ground in wet conditions. All damage to plants which are to be retained shall be made good to the CA's satisfaction at the Contractor's expense.

H.9 Chipping of Prunings and Thinning

Arisings shall be reduced by chipping on site, and chippings spread on to adjacent planted areas. Chippings are to be spread or heaped as directed but must not be piled around plants or stumps. Chippings shall not be spread in ditches or become lodged in hedges or bushes or on private land or adjacent to farmland.

The Contractor shall ensure that an appropriately qualified operative with a Certificate of Competence as described in Clause D.1 is on site at all times to apply stump killer as required.

H.10 Valuation and Progress of Work

Unless otherwise directed all woodland thinning shall be carried out and valued as Dayworks in accordance with the conditions described in pages 5/1 and 5/2. Contractors are required to provide prices for various grades of labour and types of plant. The actual manning of gang (subject to conditions in 5/1) will be by agreement between the CA and the Contractor. The Contractor shall make a gang available to allow whole days and weeks to be worked within the period allocated for the work. The progress of the work shall not be interrupted without the agreement of the CA.

I PLANTING OF TREES, WHIPS, TRANSPLANTS AND SHRUBS

I.1 Generally

All planting work shall be carried out as additional work as directed by the CA and valued by quotation. Plants shall be located as shown on the planting plan.

I.2 Topsoil

Where directed the Contractor shall import topsoil to the site. The topsoil shall be a natural topsoil, good quality medium loam, free from debris over 50mm in any dimension, conforming to BS3882 (1994) "General purpose grade" and being free from all perennial weeds.

The topsoil shall be spread in 225mm layers to make up existing levels, as directed by the CA. The Contractor shall allow for levelling and raking to ensure that levels of imported topsoil marry in smoothly with adjacent existing areas.

I.3 Cultivation

Planting areas which are level or designated on the drawing to be cultivated shall be rotovated to a depth of at least 225mm in the original ground, or where the ground is compacted, ripped and then rotovated.

The Contractor shall pick off all stones, bricks, timber and all other debris arising which have any dimensions greater than 50mm and remove off site. The Contractor shall not cultivate across any drain where the stone is flush with the ground surface.

I.4 Soil Ripping

Where directed, areas shall be loosened with a tine ripper, as approved by the CA, to ensure adequate drainage through the sub-soil. The ripper shall have a chisel plate 75mm x 150mm angled at 25o to the horizontal so as to "heave" the soil. Ripping shall be at a depth of 450 mm and at 900mm centres or otherwise as directed. Ripping shall be carried out in dry weather after topsoiling.

I.5 Soil Improvement

Where directed composts, fertilisers or other additives shall be incorporated into the soil.

Spent mushroom compost or similar shall be spread to the specified thickness and incorporated, by rotovating, into the top 150mm.

Granular fertilisers, organic or inorganic, shall be raked into the top 25mm, tablet fertilisers shall be inserted into the ground, both at rates in accordance with the manufacturer's instructions.

1.6 Soil Improvers/Fertilisers

Spent Mushroom compost shall be free of all debris, string, wire, stones etc.

Fertilisers shall, unless agreed otherwise by the CA, be either Miracle Professional 'Enmag' 4:9:10 (N:P:K) or Scotts 'Sierrablen Flora Yellow' granular or tablet 15:9:9 (N:P:K) as per the manufacturers recommended rate.

Peat free tree and shrub planting compost shall be mixed with the backfill from planting pits in quantities:-

80 litres compost per 15 pits for whips, transplants and shrubs.

80 litres compost per 4 pits for feathered and standard trees.

80 litres compost per pit for selected, heavy and extra heavy standard trees.

Samples of specified soil improvers shall be approved prior to delivery of such material to site.

1.7 Herbicide Prior to Cultivation

Where directed active ingredient Glyphosate or active ingredients diquat and paraquat shall be sprayed onto all vegetation on shrub beds or other planting areas so as to give a "complete kill".

1.8 Herbicide After Cultivation

All planting areas shall be free of weeds prior to planting. The CA will provide the confirmation required by the Contractor that planting may proceed. Herbicide shall be sprayed onto the beds after cultivation as directed by the CA.

1.9 Plant Description

All plant material shall comply with the relevant sections of BS.3936 parts 1-4 "Specification for Nursery Stock" except where specifically amended therein, be good specimens of their type, free from all pests and disease, with good fibrous roots systems and materially undamaged. Grafted plant material shall not be acceptable unless specifically agreed to.

I.10 Species & Cultivars

All plant material shall be supplied as specified in the Contract Documents. Substitutions will only be allowed with the written approval of the CA.

I.11 Tree Sizes

Specifications for trees follow those in the "Standard Form of Tender for the Supply and Delivery of Plants" (1992 Edition) published by BALI, HTA, NFU, in association with ILAM which is obtainable from the Horticultural Trades Association, 19 High Street, Theale, Reading, Berkshire RG7 5AH (Telephone 0118 9303132).

I.12 Plant Handling

The Contractor shall ensure that during transportation and planting, all nursery stock is kept moist and not allowed to dry out.

Plant handling at the nursery, during transit up to delivery shall all be in accordance with "Handling and Establishing Landscape Plants", (November 1995) the booklet published by the Committee for Plant Supply and Establishment (CPSE). The Contractor shall comply with the clauses of parts I & II, to the extent applicable, and shall include these parts in his contract with his plant supplier.

On site the Contractor shall comply with Part III of the above booklet which refers to the receipt, unloading and temporary storage of plants.

Copies of this booklet are available from the Horticultural Trades Association, 19 High Street, Theale, Reading, Berks RG7 5AH (Telephone 0118 9303132).

I.13 Inspection of Plants

The CA is required to inspect all plant material prior to the time of planting, and the Contractor shall notify the CA when and where the materials may be inspected. Plants which are planted without CA's approval are entirely at the Contractor's risk.

I.14 Rejection of Plants

Any plant material, which in the opinion of the CA do not meet with the requirements of the Specification, or are unsuitable, or defective in any other way, will be rejected. The minimum specified sizes of the plant schedule will be strictly enforced. The Contractor shall replace all plants so rejected at his own cost.

I.15 Time of Planting

All plant material shall generally be planted between November and March in open and cool weather. Planting shall not take place in frosty, snowy or waterlogged conditions. Where approved, pot or container grown plants may be planted outside the described season, but adequate watering shall be supplied.

1.16 Planting Method

The nature of the material to be planted is variable and the Contractor shall allow for planting to be properly carried out in all cases as described in BS4428 : 1989.

The Contractor shall excavate the pit setting aside the topsoil for re-use. The Contractor shall mix the topsoil with the planting compost and back fill the pit, having placed the plant in the pit.

The plant shall be set upright and at the same depth as grown in the nursery, the roots shall be spread out and the topsoil, or compost/topsoil mixture, backfilled.

Roots shall not be bent, broken or forced into inadequate pits or notches. Torn or damaged roots shall be cleanly pruned prior to planting.

Plants shall be upright, firmed in and wind resistant, with no air pockets around the roots.

All pots and root wrappings shall be carefully removed and outer edges of rootballs loosened prior to planting. All pots and wrappings arising shall immediately be picked up and stored ready for removal off site.

Backfilling shall be done to ensure close contact between roots and soil, by shaking soil between roots, by forming in layers and by gentle firming-in. The soil shall be left level and tidy, any subsoil clots, bricks or stones over 50mm arising, collected and carted off site.

Plants shall be planted at the specified centres. On steep slopes this shall be the horizontal measure.

1.17 Tree Pit Sizes

Plants shall be planted in tree pits of the following sizes (mm) unless directed otherwise:-

Herbaceous	150 x 150 x 150
Shrubs, transplants and whips	300 x 300 x 300
Feathered and standard trees up to 3 metres high	900 x 900 x 450 (0.36 m ³)
Selected and heavy standards up to 4.25 metres high	1000 x 1000 x 600 (0.60 m ³)

Extra heavy standards up to 4.9 metres high	1200 x 1200 x 600 (0.86 m ³)
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For tree pits the excavated subsoil or stone shall be carted off site to tip. The bottom 150mm of the pit shall be dug over and broken up. Backfill shall be imported topsoil or existing topsoil and planting compost as specified.

Hessian wrapping on root balls shall be folded away from the plant and laid on the base of the pit before back-filling.

1.18 Pruning of Planting

The Contractor shall prune back any minor damage to the nearest outward facing bud.

Where directed whips, transplants or shrubs shall be pruned back by one third to one half. Pruning will only be allowed after the plants have been planted.

Where directed the crowns of trees shall be reduced by cutting back all branches by one third of their length.

All pruning shall be in accordance with good horticultural practice ie cut with sharp secateurs just above a bud or leaf axil at an angle away from the bud or axil.

Secateurs or pruning knives shall be sharp and kept clean.

All prunings shall be removed off site.

1.19 Stakes for Trees

Stakes shall be peeled round pressure treated softwood, pointed, of minimum diameter 75mm. The stakes shall be driven into the base of the tree pit prior to placing the tree into the ground and backfilling such stakes shall generally have a clear height above the finished ground level as follows unless directed otherwise:-

Feathered and standard trees	750mm	(one tie)
Selected and heavy standards	900mm	(2 stakes, one tie each)
Extra heavy standards	1200mm	(2 stakes, one tie each)

The stakes shall be long enough to drive down onto the ground until they hold the tree firmly without rocking. Stakes shall be placed into the ground to prevent damage to branches or trunk. The Contractor shall saw-off any excess length of stake to ensure that the stake is below the

first side branch. Stakes shall be positioned on the windward side of the tree.

1.20 Tree Ties

Ties shall be approved nail-on-type with cushioned spacers such as Toms, or other equal and approved. Nails shall be flat headed galvanised and shall hold the ties securely onto the stake. Ties shall not be overtight on the tree stems.

Feathered and standard trees Type 01

Selected and heavy standards Type 04

Extra heavy standards Type L3

Ties available from: J Toms Ltd
Wheeler Street
Headcorn
Ashford
Kent
TN27 9SH

1.21 Mulching

Mulching shall be applied when the shrub beds are weed free or the CA so directs. The beds shall be scavenged immediately prior to mulching.

Mulch shall be spread amongst the shrubs without causing damage to the shrubs or compaction of the soil. The specified depth of mulch shall be the settled or compacted depth and the Contractor shall spread sufficient mulch to allow for settlement. The Contractor shall include for working mulching under and around ground cover shrubs. Mulch shall not be mixed with the soil.

Where shrub beds are adjacent to hard areas the soil level shall taper down below the edge allowing the mulch to lie on the soil without spillage over the hard areas.

a) Spent Mushroom Compost shall not contain soil or mud for from storage grounds. All twine, timber, polythene, stones and other extraneous matter shall be picked out as it is spread and carted off site to the tip.

b) Ornamental Bark Mulch as available from Melcourt Industries, see clause D.8 for address.

1.22 Watering

If planting during dry weather conditions the Contractor shall allow for watering all newly planted material thoroughly, once immediately after planting.

1.23 Replacement of Plant Material

A Schedule of plant replacements may be drawn up by the CA. The Schedule will show which plants are to be replaced due to failure, malicious damage or theft. Replacement will be at Employer's expense.

Failures will be judged towards the end of the growing season and are to include those plants experiencing dieback and those, which appear to be in an unhealthy condition.

All plants, which have to be replaced, are to be lifted and removed off site.

J TIMBER

J.1 Graded Softwood

Strength graded to BS 4978 or BS EN 519 or other national equivalent and so marked.

Strength class to BS EN 338: C

J.2 Ungraded Softwood

Free from decay, insect attack (except pinholes borers) and with no knots wider than half the width of the section.

J.3 Selection and use of timber

Do not use timber members which are damaged, crushed or split beyond the limits permitted by their grading.

Ensure that notches and holes are not so positioned in relation to knots or other defects that the strength of members will be reduced.

Do not use scarf joints, finger joints or splice plates.

J.4 Processing treated timber

Carry out as much cutting and machining as possible before treatment.

Retreat all treated timber which is sawn along the length, thickened, planed or otherwise extensively processed.

Treat timber surfaces exposed by minor cutting and drilling with two flood coats of a solution recommended for the purpose by main treatment solution manufacturer.

K FENCING

K.1 Generally

Where the specification in this section differs from that on the drawing, the specification on the drawing shall be used as the basis for pricing the item.

- STRAINED WIRE FENCING:

i) To BS 1722:Part 3,
- WOODEN POST AND RAIL FENCING:

ii) To BS 1722:Part 7,
- WOOD PANEL FENCING:

iii) To BS 1722:Part 11,
- CLOSE BOARDED FENCING:

iv) To BS 1722:Part 5,
- CLEFT CHESTNUT PALE FENCING:

v) To BS 1722:Part 4,
- WOODEN PALISADE FENCING:

vi) To BS 1722:Part 6,
- FIELD GATES AND POSTS:

vii) To BS 3470,
- BRIDLE GATES AND POSTS:

viii) To BS 5709,
- KISSING GATES AND POSTS:

ix) To BS 5709,
- TIMBER GATE(S)/GATE POSTS:

x) Timber to BS EN 942, Class J40,

xi) Adhesive: Synthetic resin to BS EN 301, type 1,

K.2 INSTALLATION:

Set out and erect fencing:

- i) In straight lines or smoothly flowing curves as shown on drawings,
- ii) With tops of posts following profile of the ground,
- iii) With posts set rigid, plumb and to specified depth, or greater where necessary to ensure adequate support.
- iv) With correct fastenings and all components securely fixed.

SETTING POSTS IN CONCRETE:

- i) Mix: To BS 5328, Designated mix not less than GEN1 or Standard mix not less than ST2 (alternative mix for small quantities: 50 kg Portland cement, class 42.5, to 150 kg fine aggregate to 250 kg

20 mm nominal maximum size coarse aggregate, medium workability).

- ii) Do not use admixtures.
- iii) Excavate holes neatly and with vertical sides.
- iv) Position post/strut and fill hole with concrete to not less than the specified depth, well rammed as filling proceeds and consolidated.
- v) Holes not completely filled with concrete to be backfilled with excavated material, well rammed and consolidated.

K.3 EXPOSED CONCRETE FOUNDATIONS not subsequently covered by paving to be compacted until air bubbles cease to appear on the upper surface, then weathered to shed water and trowelled smooth.

K.4 SETTING POSTS IN EARTH:

Excavate holes neatly, with vertical sides and as small as practicable to allow refilling. Position posts/struts and replace excavated material, well rammed as filling proceeds.

K.5 DRIVING POSTS:

Prevent damage to heads of posts when driving.

K.6 TIMBER RAILS:

Each rail must span not less than two bays with joints in adjacent rails staggered. Nail each length of rail to each post with two 100 mm galvanized wire nails. Rails with split ends must be replaced.

K.7 SITE CUTTING OF TIMBER to be kept to a minimum with no cutting where to be used below or near ground level. Treat surfaces exposed by minor cutting and drilling with two flood coats of a solution recommended for the purpose by main treatment solution manufacturer.

K.8 DAMAGE TO GALVANIZED SURFACES:

Touch up minor damage, including on fastenings and fittings, using low melting point zinc alloy repair rods or powders made for this purpose or at least two coats of zinc-rich paint to BS 4652. Apply sufficient material to provide a zinc coating at least equal in thickness to the original layer.

APPENDICES

APPENDIX A

Contract No:		NL291		
Contract Name:		LONGSANDS AND PRESTON REMAINDER OPEN SPACE		
Application for Payment No:		Period Number:	Period From:	
			Period To:	
Contractor:				
Item	Frequency Based Operations	Unit	Quantity	Cost
	<i>Sub total</i>			
Item	Instructed Works	Unit	Quantity	Cost
	<i>Sub total</i>			
Item	Dayworks	Unit	Quantity	Cost
	<i>Sub total</i>			
	TOTAL			
Signed for contractor		Signed for Employer		
Date:		Date:		



SITE INSPECTION REPORT LONGSANDS AND PRESTON REMAINDER 2009/11			
CONTRACT NO: NL291	INSPECTION REPORT NO:	FORTNIGHTLY PERIOD FROM: TO:	
SITE NAME & NO:	COMMENTS AND OBSERVATIONS*	COST ESTIMATE	CLIENT COMMENTS
P8 Land adj Boy's Lane, Ingol			
P10 Eastway/D'urton Lane			
P16 Land at Londonberry Bridge			
P17 Land adj Eastway/D'urton Lane, Broughton			
P19 Preston East			
P5 Tantarion Local Centre, Reserve Site, Ingol			
P6 Land adj Ausitn Crescent, Ingol			
P7 Land at Walker Lane, Ingol			
Longsands North			
Longsands South			

The Contractor should inspect all the landscape elements on each site included in the following categories:

- CLEANSING
- SOFT LANDSCAPE FEATURES (see Site Inventory)
- HARD LANDSCAPE FEATURES (see Site Inventory)
- MISCELLANEOUS
- ENCROACHMENT AREAS (please note any changes to boundaries)
- POTENTIAL HAZARD/BOUNDARY CHANGE WHERE POSSIBLE

APPENDIX B

New Rough Hey					
Rough Hey Valley					
Land at Rough Hey Farm nature Reserve					
Roman Way E.A					
Preston Urban Renewal					
a) Carlton Street					
b) Tulketh Crescent					
c) Greenbank Street					
INSPECTOR SIGNATURE:		DATE:	CLIENT SIGNATURE:	DATE:	
CLIENT INSTRUCTIONS:					

Please insert the words 'No Hazards Observed' in this column if there are no safety issues to report

The Contractor should inspect all the landscape elements on each site included in the following categories:

CLEANSING

SOFT LANDSCAPE FEATURES (see Site Inventory)

HARD LANDSCAPE FEATURES
(see Site Inventory)

MISCELLANEOUS

ENCROACHMENT AREAS (please note any changes to boundaries)

NB: PLEASE INCLUDE A PHOTOGRAPH SHOWING POTENTIAL HAZARD/BOUNDARY CHANGE WHERE POSSIBLE

APPENDIX C

PESTICIDE USE RECORD												
CONTRACT: Longsands & Preston Remainder LM&C (NL291)						CONTRACTOR						
Operator (name and address)	Date	Product and reason for use (diseaser/weed/pest) - specify substances used	Volume of product	Quantity of product	Intended rate of application	Location and area sprayed	Crop, variety, growth stage	Spraying Time		No of tanks	Weather, soil conditions - notes	Other details eg sickness and details of exemption certificates
								Start	Finish			
SIGNED BY CONTRACTOR											DATE	

APPENDIX D

Dated

200-

COMMISSION FOR THE NEW TOWNS

(1)

(2)

(3)

**NOVATION OF LANDSCAPE
MANAGEMENT CONTRACT
(First Employer to Second Employer
relating to
Warrington CRAII Landscape)**

**THIS DEED is made
2004**

BETWEEN:

1 **COMMISSION FOR THE NEW TOWNS** of Central Business Exchange 414-428
Midsummer Boulevard Central Milton Keynes MK9 2EA (the "First Employer")

2 [] of []
[] (the "Second Employer")

and

3 [] whose registered office is at []

(the "Contractor")

WHEREAS:

- (A) By an Agreement in writing as [Warrington CRA II Landscape Management and
Cleansing Contract [] dated
2003] the "Landscape Management Contract") the Contractor agreed with the
First Employer for the consideration therein mentioned to undertake the
landscape management of the site to which that Landscape Management
Contract applied (the "Site")
- (B) The Site remains to be completed
- (C) The First Employer has agreed to transfer its interest in the Site to the Second
Employer and the Second Employer wishes to procure the execution of the
landscape management work; and
- (D) The parties have agreed to novate the Landscape Management Contract to the
Second Employer on the terms set out below;

NOW THIS DEED WITNESSES and the parties agree as follows:

1 Novation of Landscape Management Contract

- 1.1 The Landscape Management Contract is hereby novated from the First Employer and the Contractor to the Second Employer and the Contractor

2 Release of First Employer

- 2.1 The First Employer shall no longer owe any duty or obligation to the Contractor under or in respect of the Landscape Management Contract whether by virtue of its terms or by virtue of any breach or otherwise

3 Release of Contractor

- 3.1 The Contractor shall no longer owe any duty or obligation to the First Employer under or in respect of the Landscape Management Contract whether by virtue of its terms or by virtue of any breach or otherwise

4 Binding Contractor to Second Employer

- 4.1 The Contractor binds itself to the Second Employer in the terms of the Landscape Management Contract as if the Second Employer were and always had been named in the Landscape Management Contract in place of the First Employer

5 Binding of Second Employer to Contractor

- 5.1 The Second Employer binds itself to the Contractor in the terms of the Landscape Management Contract as if the Second Employer were and always had been named in the Landscape Management Contract in place of the First Employer and as if all acts and omissions of the First Employer (including any wrongful acts or omissions) under and in respect of the Landscape Management Contract were the acts and omissions of the Second Employer

5.2 Clause 5.1 will be without prejudice to the rights of the Second Employer against the First Employer in respect of any act or omission on the First Employer's part prior to the Novation of the Landscape Management Contract: specifically the First Employer shall indemnify the Second Employer against all liabilities arising through such act or omission of the First Employer under the Landscape Management Contract prior to such Novation.

6 Vesting of remedies in Second Employer

6.1 All rights of action and remedies vested in the First Employer against the Contractor under and in respect of the Landscape Management Contract shall hereupon vest in the Second Employer.

7 Vesting of remedies against Second Employer

7.1 All rights of action and remedies vested in the Contractor against the First Employer under and in respect of the Landscape Management Contract shall hereinafter lie against the Second Employer.

8 Affirmation of Landscape Management Contract

8.1 Subject to the terms of this Deed the Landscape Management Contract shall remain in full force and effect.

9 Governing law and interpretation

9.1 The law of this Deed is English law and the English courts shall have jurisdiction with regard to all matters arising therefrom

9.2 The definitions given in the Recitals hereto shall apply to this Deed

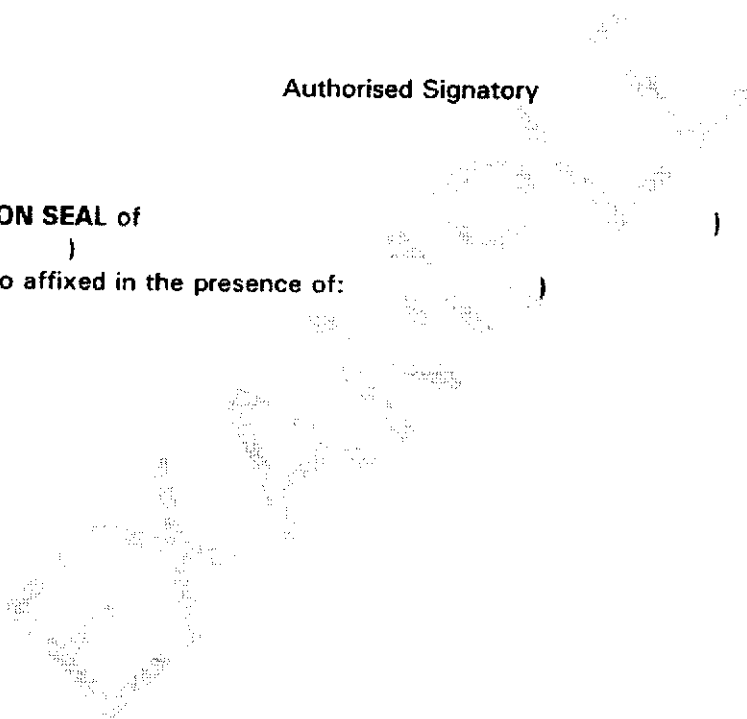
9.3 Clause headings in the Deed shall be of no effect

EXECUTED AND DELIVERED as a deed:

THE COMMON SEAL of)
COMMISSION FOR THE NEW TOWNS)
was hereunto affixed in the presence of:)

Authorised Signatory

THE COMMON SEAL of)
[])
was hereunto affixed in the presence of:)



**FREQUENCY SCHEDULES
AREA SCHEDULES**

Homes Communities Agency Landscape Management Frequency Schedule 2009/2010

CONTRACT NAME:		Longsands and Preston Remainder - Landscape Management 2009/2011													From:	22-Jun-2009		
CONTRACT NO:		NL 291													To:	28-Mar-2010		
Item	Operation	Quantity	Ref	1	2	3	4	5	6	7	8	9	10	11	12	13	Notes	
				Period Beginning and Period Number														
				22.08.09	20.07.09	17.08.09	14.09.09	12.10.09	09.11.09	07.12.09	04.01.10	01.02.10	01.03.10					
	General Fortnightly site inspection and submission of written report	428644 m ²	A				2	2	2	2	2	2	2	2	2	2	Total site area	
	Cleansing																	
4/1B	Fortnightly cleanse to all areas	428644 m ²	B				2	2	2	2	2	2	2	2	2	2	Total site area	
	General Amenity Grass (14 day) cut																	
4/1A	Cut to 38 mm. 14 days average using equipment suitable for collecting cuttings and REMOVAL FROM SITE.	5,325	C				2	2	2	2							longsands north	
	General Amenity Grass (14 day)																	
4/1D	Routine cut to 38 mm disperse cuttings using equipment suitable for dispersing cuttings evenly	18448 m ²	D				2	2	2	2							1	
	General Amenity Grass (4 weekly)																	
4/2A	Routine cut to 38 mm disperse cuttings using equipment suitable for dispersing cuttings evenly	16508 m ²	E				1	1	1	1							1	
	Long Grass/Meadow Grass (twice yearly)																	
4/2B	Cut to 50 mm height, dispersing cyclings	101992 m ²	F										1					
	Long Grass/Meadow Grass (yearly)																	
4/2C	Long Grass/Meadow Grass (yearly)	42560 m ²	G											1				
	Ornamental Planting																	
4/2D	Apply glyphosate and hand-weed around plants.	3203 m ²	H														1	
	Structure Planting																	
4/2E	Apply glyphosate and hand weed around plants.	8585 m ²	I														1	

Homes Communities Agency Landscape Management Frequency Schedule 2009/2010

CONTRACT NAME:		Longsands and Preston Remainder - Landscape Management 2009/2011												From:	22-JUN-2009		
CONTRACT NO:		NL 291												To:	28-MAR-2010		
Item	Operation	Quantity	Ref	1	2	3	4	5	6	7	8	9	10	11	12	13	Notes
				Period Beginning and Period Number													
				22.06.09	20.07.09	17.08.09	14.09.09	12.10.09	09.11.09	07.12.09	04.01.10	01.02.10	01.03.10				
	Hard Surfaces																
4/3A	Apply glyphosate to gravel footpaths, sets and pavers.	16256 m ²	A					1									
	Hedges, Hawthorn and Mixed Sp																
4/3B	Remove one year's growth from top and both sides.	6613m ²	B														
	Strim twice yearly																
4/3C	Strim vegetation to 100 mm and disperse cuttings evenly.	12245m ²	C														
	Bridges and Boardwalks																
4/3D	Cleanse to bridges and boardwalks.	232m ²	D														

Homes Communities Agency Landscape Management Frequency Schedule 2010/2011

CONTRACT NAME:		Longsands and Preston Remainder - Landscape Management 2009/2011													From:	29-Mar-2010	
CONTRACT NO:		NL 291													To:	27-Feb-2011	
Item	Operation	Quantity	Ref.	1	2	3	4	5	6	7	8	9	10	11	12	13	Notes
		Period Beginning and Period Number															
		29.03.10; 26.04.10; 24.05.10; 21.06.10; 19.07.10; 16.08.10; 13.09.10; 11.10.10; 08.11.10; 06.12.10; 03.01.11; 31.02.11; 28.03.11															
4/6A	Hard Surfaces Apply glyphosate to gravel footpaths, sets, paving areas and bridge paths	16256 m ²	A					1									
4/6B	Hedges, Hawthorn and Mixed Sp Remove one year's growth from top and both sides.	6613 m ²	B							1							
4/6C	Strim twice yearly Strim vegetation to 100 mm and disperse cuttings evenly.	12245 m ²	C											1			
4/6D	Bridges and Boardwalks Cleanse to bridges and boardwalks	242 m ²	D												1		

HCA AREA SCHEDULE

CONTRACT NL291: LONGSANDS & PRESTON REMAINDER LANDSCAPE MANAGEMENT 2009-2011

Plan No.	Location	Hard Landscape Inventory m ²						Numbers							
		2.1 Tarmac Path	2.13 Gravel Path Foundations	6.1a Seat/Bridge Backwalk	2.7 Seis/ Pavers	Play Area Trm Trail	Total Area	6.5a Field Gate Wood	6.5b Kissing Gates	6.5c Steps Slopers	6.20c Post & Wire Fence	4.3 Post & 4 Rail Fence	4.4 Bridge Boardwalks	6.1a Site	Lin Mis Store Channe
LS3572F	Longsands North	1598	1227	100	1295	448	4658								
LS371E	Longsands South	441	1863	24			2328								
LS373E	New Rough Hey Haighton		2598	98			2696								
W00003635A	Land at Rough Hey Farm/Old Railway Line/Nature Reserve, Preston	634					634								
W0000514C	Roman Way Employment Area	513					513								
W0002287B	Rough Hey Valley		1819	10			1829								
W0000817E	Preston Urban Renewal Areas														
	Tulketh Crescent	190			205		395								
	Carlton Street														
	Greenbank Street														
P5	Ingol - Tanton Local Centre														
P6	Ingol - Land off Austin Crescent		120				100								
P7	Ingol - Land at Walker Lane														
P8	Ingol - Land at Boy's Lane														
P10	Broughton - Eastway/Durton Lane														
P16	Haighton - Land at Londonderry Bridge****														
P19	Preston East Employment Area		3103				3103								
Grand Total		3376	10710	232	1480	448	16256								

Inspect only

Note 1 Site P10, Preston Eastway, includes 483m² of water and which requires cleansing only.

Note 2 Site P7 includes 848 m² of stream

HCA AREA SCHEDULE

CONTRACT ML291: LONGSANDS & PRESTON REMAINDER LANDSCAPE MANAGEMENT 2009-2011

Plan No.	Location	Soft Landscape Inventory m ²										Total Area	Total Hard Surfaces	Site Inspection	Cleansing Analysis		
		Stem 2 x Yearly	GAG Fortingality Cut & Removal	GAG Fortingality 4 Weekly	GAG	Long Grass/ Meadow Yearly	Long Grass/ Long Grass 2 Yearly	Ornamental Planting	Str Pig	Hedges	Natural Areas					Ponds/ Streams	Woodland
LS3572F	Longsands North	1086	5325	8331	4366	8131	2268	2121	1733	81	1532	9295	4638	48945	48945	2 Weekly	2 Weekly
LS371E	Longsands South				4555	354	7250	139	24	1665	982	23075	2328	40372	40372		
LS373E	New Rough Hey, Houghton	4077				19246	6078	43	1564	4489	951	32203	2698	71337	71337		
W00003836A	Land at Rough Hey Farm/Old Railway Line/Nature Reserve, Preston	646				14849	563		802	796	1487	18306	634	36083	36083		
W0000514C	Roman Way Employment Area				16												
W00022878B	Rough Hey Valley	6166			3802				103	5245	10928	7190	513	529	7025		
W0000817E	Preston Urban Renewal Areas													36590	30194		
	Tulleth Crescent				165												
	Carlton Street																
	Greenbank Street																
P5	Ingol - Tamberton Local Centre				1770												
P6	Ingol - Land adj Austin Crescent				2710												
P7	Ingol - Land at Walker Lane																
P8	Ingol - Land at Boy's Lane																
P10	Broughton - Eastway/Durton Lane																
P16	Houghton - Land at Lonsdowny Bridge				3604												
P19	Preston East Employment Area																
Totals		12249	5325	18446	16508	42560	101992	3203	8985	6613	12296	6089	173079	439207	429644		

SECTION 4

SCHEDULE OF WORKS

Item No	Description	Quantity	Unit	Rate £	Amount £	
	Grassland (continued)					
	Cut grass to 38 mm height on a '4 weekly average basis' using equipment suitable for dispersing cuttings evenly across the sward. To include strimming or weed control against walls, fences and other obstacles.					
4/2A	Area: 16508m ² Long Grass/Meadow Grass (Twice Yearly Cut) Cut grass to 50 mm height. Dispersing cuttings evenly across sward.	5	No.	150	750 00	✓
4/2B	Area: 101992 m ² Long Grass/Meadow Grass (Yearly Cut) Cut grass to 50 mm height. Dispersing cuttings evenly across sward.	1	No.	2,000	2,000 00	✓
4/2C	Area 42580 m ² Weed Control Ornamental Planting Apply glyphosate to weeds and hand weed around plants to achieve total weed control.	1	No.	1,700	1,700 00	✓
4/2D	Area: 2303 m ² Structure Planting Apply glyphosate to weeds and hand weed around plants to achieve total weed control.	3	No.	200	600 00	✓
4/2E	Area: 8585 m ²	3	No.	150	450 00	✓
To Collection Page				£	5,300 00	✓

Item No	Description	Quantity	Unit	Rate £	Amount £	
	Hard Surfaces					
	Apply glyphosate to gravel footpaths, pavements.					
4/3A	Area: 16256 m ²	2	No.	350	700 00	/
	Hedges, Hawthorn and Mixed sp					
	Remove one year's growth from top and both sides.					
4/3B	Area: 6613 Lin m	1	No.	1,300	1,300 00	/
	Strim (twice yearly)					
	Strim vegetation to 100 mm and disperse cuttings evenly.					
4/3C	Area: 12245 m ²	1	No.	500	500 00	/
	Cleanse to Bridges and Boardwalks					
	Remove algae from bridges and boardwalks by hard-bristled brushes and power wash using water only.					
4/3D	Area: 232 m ²	1	No.	100	100 00	/
To Collection Page				£	2,600 00	/

Item No	Description	Quantity	Unit	Rate £	Amount £	
4/4A	Management 2010/2011 General Site Inspections Carry out fortnightly site inspections and submit written report. Area : 428644 m ²	26	No.	40	1,040	00 ✓
4/4B	Cleansing Fortnightly cleanse Carry out fortnightly cleanse to all areas, including play areas. Area: 428844 m ²	26	No.	60	1,560	00 ✓
4/4C	Grassland General Amenity Grass Cut grass to 38 mm height on a '14 day average basis' using equipment suitable for dispersing cuttings evenly across the sward. To include strimming or weed control against walls, fences and other obstacles. To include Daffodil areas once flowering has finished. Remove cuttings from site	15	No.	100	1,500	00 ✓
4/4D	Area: 18446 m ²	15	No.	150	2,250	00 ✓
To Collection Page				£	6,350	00 ✓

Item No	Description	Quantity	Unit	Rate £	Amount £
	Grassland (continued)				
4/5A	<p>Cut grass to 38 mm height on a '4 weekly average basis' using equipment suitable for dispersing cuttings evenly across the sward. To include strimming or weed control against walls, fences and other obstacles.</p> <p>Area: 16508m²</p> <p>Long Grass/Meadow Grass (Twice Yearly Cut)</p> <p>Cut grass to 50 mm height. Dispersing cuttings evenly across sward.</p>	8	No.	150	1,200 00 ✓
4/5B	<p>Area: 101992 m²</p> <p>Long Grass/Meadow Grass (Yearly Cut)</p> <p>Cut grass to 50 mm height. Dispersing cuttings evenly across sward.</p>	2	No.	1000	2,000 00 ✓
4/5C	<p>Area 42580 m²</p> <p>Weed Control</p> <p>Ornamental Planting</p> <p>Apply glyphosate to weeds and hand weed around plants to achieve total weed control.</p>	1	No.	900	900 00 ✓
4/5D	<p>Area: 2303 m²</p> <p>Structure Planting</p> <p>Apply glyphosate to weeds and hand weed around plants to achieve total weed control.</p>	4	No.	100	400 00 ✓
4/5E	<p>Area: 8585 m²</p>	4	No.	150	600 00 ✓
To Collection Page				£	5,100 00 ✓

Item No	Description	Quantity	Unit	Rate £	Amount £
	Hard Surfaces				
4/6A	Apply glyphosate to gravel footpaths, pavements. Area: 16256 m ²	2	No.	350	700 00 ✓
	Hedges, Hawthorn and Mixed sp				
4/6B	Remove one year's growth from top and both sides. Area: 6613 Lin m	1	No.	1,300	1,300 00 ✓
	Strim (twice yearly)				
4/6C	Strim vegetation to 100 mm and disperse cuttings evenly. Area: 12245 m ²	2	No.	500	1,000 00 ✓
	Cleanse to Bridges and Boardwalks				
4/6D	Remove algae from bridges and boardwalks by hard-bristled brushes and power wash using water only. Area: 232 m ²	1	No.	100	100 00 ✓
To Collection Page				£	3,100 00 ✓

SECTION 5

SCHEDULE OF ADDITIONAL WORKS

Item No.	Specification Reference	Description	Quantity	Unit	Rate £	Amount £
Additional Works 2009 – 2010						
Edging to General Amenity Grass						
A	E.3	Cut back grass and soil to a clean line to expose tops of concrete edgings to black top paths, remove arisings to tip.	500	lin m	10p	50 00 ✓
Top Soil						
E	I.2	Supply and spread, average depth 150 mm.	100	m ²	1.50	150 00 ✓
F	I.2	Supply and spread, average depth 300 mm.	100	m ²	3.00	300 00 ✓
Cultivation						
A	E.17	(Seeded Areas) Average depth 150 mm, removing stones and other debris over 25 mm in any direction.	100	m ²	35p	35 00 ✓
B	E.17	(Planted Areas) average depth 300 mm, removing stones and other debris over 50 mm in any direction.	100	m ²	10p	10 00 ✓
Seeding						
C	E.18	Apply 15:15:15 (N:P:K) pre-seeding fertiliser at 300 kgs/ha.	100	m ²	3p	3 00 ✓
D	E.19	Supply the British Seed Houses No. A4 seed mixture and sow at 120 kgs/ha.	100	m ²	10p	10 00 ✓
Turfing						
E	E.21	Supply and lay turf, as specified	100	m ²	2.00	200 00 ✓
Single Item Fly-tipping						
F		Remove item of fly-tipping or bonfires above 0.1 cu. mt., but not exceeding 1.0 cu. mt. Per item.	50	No.	5p	2 50 ✓
To Collection Page						700 50 ✓

Item No.	Specification Reference	Description	Quantity	Unit	Rate £	Amount £	
		Trees					
		Supply and plant 12 – 14 standard trees and 2 No. stakes: -					
A	I.1 – I.23	Fraxinus excelsior	5	No.	30	150	00 ✓
B	I.1 – I.23	Prunus avium	5	No.	30	150	00 ✓
		Plants					
		Supply and plant the following trees and shrubs: -					
C	I.1 – I.23	Acer campestre 600 – 900 mm	100	No.	60p	60	00 ✓
D	I.1 – I.23	Betula pubescens 600 – 900 mm	100	No.	60p	60	00 ✓
E	I.1 – I.23	Crataegus monogyna 600 900 mm	100	No.	60p	60	00 ✓
F	I.1 – I.23	Cornus sanguinea 600 – 900 mm	100	No.	60p	60	00 ✓
G	I.1 – I.23	Corylus avellana 600 – 900 mm	100	No.	60p	60	00 ✓
H	I.1 – I.23	Fraxinus excelsior 600 – 900 mm	100	No.	60p	60	00 ✓
I	I.1 – I.23	Ilex aquifolium (pot-grown) 450 – 600 mm	100	No.	1.50	150	00 ✓
J	I.1 – I.23	Prunus avium 600 – 900 mm	100	No.	60p	60	00 ✓
K	I.1 – I.23	Prunus spinosa 450 – 600 mm	100	No.	60p	60	00 ✓
L	I.1 – I.23	Quereus robur 600 – 900 mm	100	No.	60p	60	00 ✓
M	I.1 – I.23	Fagus sylvatica 600 – 750 mm	100	No.	60p	60	00 ✓
						1,050	00 ✓

To Collection Page

Item No.	Specification Reference	Description	Quantity	Unit	Rate £	Amount £	
Additional Works 2010 – 2011							
Edging to General Amenity Grass							
A	E.3	Cut back grass and soil to a clean line to expose tops of concrete edgings to black top paths, remove arisings to tip.	500	lin m	10p	50	00 ✓
Top Soil							
E	I.2	Supply and spread, average depth 150 mm.	100	m ²	1.50	150	00 ✓
F	I.2	Supply and spread, average depth 300 mm.	100	m ²	3.00	300	00 ✓
Cultivation							
A	E.17	(Seeded Areas) Average depth 150 mm, removing stones and other debris over 25 mm in any direction.	100	m ²	35p	35	00 ✓
B	E.17	(Planted Areas) average depth 300 mm, removing stones and other debris over 50 mm in any direction.	100	m ²	10p	10	00 ✓
Seeding							
C	E.18	Apply 15:15:15 (N:P:K) pre-seeding fertiliser at 300 kgs/ha.	100	m ²	3p	3	00 ✓
D	E.19	Supply the British Seed Houses No. A4 seed mixture and sow at 120 kgs/ha.	100	m ²	10p	10	00 ✓
Turfing							
E	E.21	Supply and lay turf, as specified	100	m ²	2.00	200	00 ✓
Single Item Fly-tipping							
F		Remove item of fly-tipping or bonfires above 0.1 cu. mt., but not exceeding 1.0 cu. mt. Per item.	50	No.	5.00	250	00 ✓
To Collection Page						1,008	00 ✓

Item No.	Specification Reference	Description	Quantity	Unit	Rate £	Amount £
Trees						
Supply and plant 12 – 14 standard trees and 2 No. stakes: -						
A	I.1 – I.23	Fraxinus excelsior	5	No.	30	150 00
B	I.1 – I.23	Prunus avium	5	No.	30	150 00
Plants						
Supply and plant the following trees and shrubs: -						
C	I.1 – I.23	Acer campestre 600 – 900 mm	100	No.	60p	60 00
D	I.1 – I.23	Betula pubescens 600 – 900 mm	100	No.	60p	60 00
E	I.1 – I.23	Crataegus monogyna 600 900 mm	100	No.	60p	60 00
F	I.1 – I.23	Cornus sanguinea 600 – 900 mm	100	No.	60p	60 00
G	I.1 – I.23	Corylus avellana 600 – 900 mm	100	No.	60p	60 00
H	I.1 – I.23	Fraxinus excelsior 600 – 900 mm	100	No.	60p	60 00
I	I.1 – I.23	Ilex aquifolium (pot-grown) 450 – 600 mm	100	No.	1.50	150 00
J	I.1 – I.23	Prunus avium 600 – 900 mm	100	No.	60p	60 00
K	I.1 – I.23	Prunus spinosa 450 – 600 mm	100	No.	60p	60 00
L	I.1 – I.23	Quereus robur 600 – 900 mm	100	No.	60p	60 00
M	I.1 – I.23	Fagus sylvatica 600 – 750 mm	100	No.	60p	60 00
To Collection Page						1,050 00

SECTION 6

DAYWORKS AND CONTINGENCIES

Dayworks

- a Dayworks will be used as the basis for valuing instructions at the discretion of the CA and only where the item cannot be valued by measurement
- b All dayworks must be agreed with the CA prior to work commencing, and the starting date and time agreed 48 hours prior to commencing
- c All dayworks must be signed by the CA at the end of the week work was carried out on dayworks, or on the Monday of the following week.

Labour

- d The Contractor shall price rates per hour for the categories of labour stated. These rates shall include for all costs affecting labour including bonus payments, overheads and profits
- e Payment will be made for the actual hours worked on site (excluding travel time) based on a maximum 8-hour day or part of a day except in December and January when a maximum 7.5 hour day will be worked, and the Contractor must allow his operatives a lunch break of 30 minutes minimum.
- f Unless otherwise agreed with the CA the hours worked will be 0800 to 16.30 hours (0800 to 1600 hours in December and January).
- g The maximum workers on site on dayworks will be four. Only one foreman's rate of pay will be allowed.
- h Prior to any dayworks commencing, the Contractor will issue to the CA a list of names and grade of operatives (Foreman, Gardener, Labourer) who will be working on the particular job. Any change in personnel and numbers must be given to the CA on the morning of the change.

Materials

- j The Contractor is required to insert the percentage addition in the place provided, he requires for overheads and profit in addition to the cost price of materials used. The percentage is to be calculated and added in the total

Plant

- k The Contractor shall price rates per hour as indicated, inclusive of all necessary costs, overheads, fuel, transport and profits
- l Rates for plant shall include for the operator or driver

Section 6 (All Provisional)

Item No.	Specification Reference	Description	Qty	Unit	Rate £	Amount		
						£	p	
Dayworks 2009-2010								
Labour								
A	6 / 1	Foreman	100	Hours	16	1,600	00	
B	6 / 1	Gardener	100	Hours	8	800	00	
C	6 / 1	Fully equipped pruning and thinning gang comprising two operatives, at least one chainsaw, tractor and wood chipper.	200	Hours	35	7,000	00	
Materials								
D	6 / 1	Provide the prime cost of £500 for materials in connection with dayworks.	-	-		500	00	
E	6 / 1	Add 30% for overheads and profit.	-	-		150	00	
Plant								
F	6 / 1	Van + trailer / pickup and	100	Hours	1-00	100	00 ✓	
G	6 / 1	Chainsaw / hedge cutter / strimmer	100	Hours	1-00	100	00 ✓	
Total of Page 6 / 2						£	10,250	00 ✓
(Carried to Final Summary)								

Contract NL291

Section 6 (All Provisional)

Item No.	Specification Reference	Description	Qty	Unit	Rate £	Amount		
						£	p	
Dayworks 2010-2011								
Labour								
A	6 / 1	Foreman	100	Hours	16.00	1,600	00	
B	6 / 1	Gardener	100	Hours	8.00	800	00	
C	6 / 1	Fully equipped pruning and thinning gang comprising two operatives, at least one chainsaw, tractor and wood chipper.	200	Hours	35	7,000	00	
Materials								
D	6 / 1	Provide the prime cost of £500 for materials in connection with dayworks.	-	-		500	00	
E	6 / 1	Add 30% for overheads and profit.	-	-		150	00	
Plant								
F	6 / 1	Van + trailer / pickup and	100	Hours	1.00	100	00	
G	6 / 1	Chainsaw / hedge cutter / strimmer	100	Hours	1.00	100	00	
Total of Page 6 / 3						£	10,250	00

(Carried to Final Summary)

Contract NL291

DATED

4th August

2009

HOMES AND COMMUNITIES AGENCY (1)

A. D. J. LIMITED (2)

AGREEMENT

Cottam Open Space Landscape Management Contract 2009 - 2011
NL292

THIS AGREEMENT is made the

4th day of August

2009

BETWEEN:

- (1) **Homes and Communities Agency** of 110 Buckingham Palace Road, London SW1W 9SA
(hereinafter called "the Employer")

of the one part and

- (2) **A. D. J. Limited** registered in England and Wales under number 02605309 whose registered office is at Singletons Farm, Midge Hall Lane, Midge Hall, Leyland, PR26 6TN
(hereinafter called "the Contractor") of the other part

WHEREAS

- A. The Employer has procured the submission of the Form of Tender by the Contractor for the completion of Works anticipating a completion of this Agreement and has accepted the Tender.
- B. The Employer wishes the following work should be carried out being the routine and general landscape management of the soft and hard landscape areas within the contract boundary for the total contract boundary commencing on 11th May 2009 and to be completed on 27th March 2011 (hereinafter called "the Works") to be carried out under the direction of Phil Jolly, Homes and Communities Agency, Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington, WA3 7QH (hereinafter called "the Contract Administrator" for the avoidance of doubt the Contract Administrator may also be referred to as the Supervising Officer)
- C. The Contractor has stated the sum he will require for carrying out such work, which sum is that in Clause 5 hereof and has priced the Schedule;

D. The Contract Documents have been signed by or on behalf of the parties hereto;

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Preliminaries and General Conditions and the Contract Document hereinafter refers to.
2. The following documents (a copy of which is attached) shall be deemed to form and be read and construed as part of this Agreement, which show and describe the work to be undertaken, namely:-
 - (a) the said Tender and written acceptance thereof
 - (b) the Preliminaries and General Conditions
 - (c) the Design Risk Assessment
 - (d) the Specification
 - (e) the Schedule of Works
 - (f) the Schedule of Additional Works
 - (g) the Day Works
 - (h) the Contract Drawings as follows:
W0003051 Dand they together shall form the Contract Documents
3. For the purposes of the Construction (Design and Management) Regulations 2007 ("the CDM Regulations") the status of the project that comprises or includes the Works is stated in the Contract Documents
4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to complete the Works and conformity in all respects at the provision of the Contract and in accordance with the Contract Documents.

5. The Employer will pay the Contractor for the Works the sum of £ 96,770.00 exclusive of VAT or such other sum as shall become payable hereunder at the times and in the manner specified in the Contract Documents.
6. For the purposes of the Contract the Contract Administrator is Phil Jolly, Homes and Communities Agency, Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington, WA3 7QH or, if he ceases to be the Contract Administrator, such other person as the Employer shall nominate for that purpose (such nomination to be made within 14 days of the cessation) provided that no replacement Contract Administrator appointed for this Contract shall be entitled to disregard or overrule any certificate opinion decision approval or instruction given by any predecessor in that post save to the extent that the predecessor if still in the post would then have had power under this Contract to do so
7. If the CDM Regulations apply to the project and if it is notifiable the CDM Co-ordinator for the purposes of the CDM Regulations is the Contract Administrator or if he ceases to be the CDM Co-ordinator such other person as the Employer shall appoint pursuant to regulation 14 (1) of those regulations.
8. If the CDM Regulations apply to the project and it is notifiable the Principal Contractor for the purposes of CDM Regulations is the Contractor or if he ceases to be the Principle Contractor such other contractor as the Employer shall appoint pursuant to regulation 14(2) of those regulations.
9. If any dispute or difference arises under this Contract either party may refer it to adjudication in accordance with clause 7.2 of the JCLI Landscape Maintenance Works Contract 2008 ("the JCLI LMWC 2008")

10. Where Article 7 of the JCLI LMWC 2008 applies then subject to Article 6 of the JCLI LMWC 2008 and the exceptions set out below any dispute or difference between the parties of any kind whatsoever arising out of or in connection with this Contract whether before during the progress or after the completion or abandonment of the Works or after the termination of the Contractor's employment shall be referred to arbitration in accordance the JCLI LMWC 2008. The exceptions to this Article 7 are:-

10.1 any disputes or difference arising under or in respect of the JCLI LMWC 2008 or VAT to the extent that legislation provides another method of resolving such disputes or differences and

10.2 any disputes or differences in connection with the enforcement of any decision of any Adjudicator

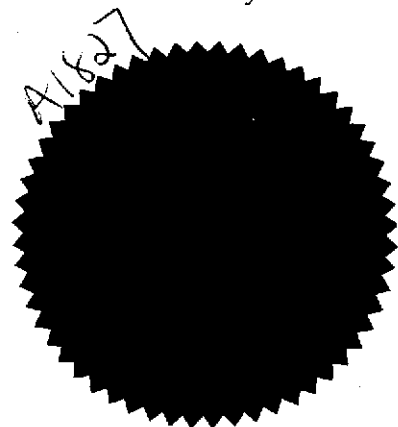
11. Unless expressly provided in this agreement no term of this agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it

12. The construction, validity and performance of this agreement shall be governed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts

IN WITNESS WHEREOF this document has been executed as a Deed by the parties hereto but is not intended to have legal effect until it has been unconditionally delivered and dated.

THE COMMON SEAL OF
HOMES AND COMMUNITIES AGENCY

was hereunto affixed in the presence of:-



Authorised Signatory

THE COMMON SEAL OF
A. D. J. LIMITED

was hereunto affixed in the presence of:-

Director

Director/Secretary

OR//

EXECUTED AS A DEED by
A. D. J. LIMITED

acting by

Director

Director/Secretary

Price

**COTTAM OPEN SPACE
LANDSCAPE MANAGEMENT**

2009 - 2011

NL292

Prepared by:

TEP – The Environment Partnership
Genesis Centre
Birchwood Science Park
Warrington
WA3 7BH

For:

Homes and Communities Agency
Arpley House
110 Birchwood Boulevard
BIRCHWOOD
Warrington
WA3 7QH

Form of Tender
Final Summary
Contract Programme
Instructions to Tenderers
Contract Agreement
Preliminaries and General Conditions
Design Risk Assessment
Specification
Schedule of Works
Schedule of Additional Works
Dayworks

Section 1
Section 2
Section 3
Section 4
Section 5
Section 6

April 2009

NGKGIPAT431.001 (NL292)

Written
SM

Checked
SM

Approved
CMN

Homes and Communities agency
FORM OF TENDER

Cottam Open Space Landscape Management & Cleansing
2009 - 2011
NL292

HOMES & COMMUNITIES AGENCY
TENDER OPENING PANEL
07 MAY 2009

Chief Executive
HCA

Sir

I/We A D J LTD (Contractor's name)
having read the letter of invitation, the Preliminaries, Conditions of Contract, the Specification, Schedules of Works, delivered to us and having examined the drawings referred to therein, do hereby offer to execute and complete the whole of the works described for the FIXED PRICE TENDER sum carried from the Final Summary of:

£ Ninety Six thousand Seven hundred and Seventy pounds nil pence
£ 96,770.00 (amount in words).

I/We confirm that we currently hold (or agree to effect) Public Liability/Third Party Insurance indemnifying us and the Employer against such liability with a limit of indemnity of not less than £5 million in any one accident, unlimited in any one year.

I/We understand that it may be necessary to negotiate a level of cost acceptable to the Employer.

This Tender remains open for acceptance for two calendar months from the tender return date.

I/We have not included in the above sum any amount in respect of VAT.

I/We agree and understand that no insertion or endorsement made to this Form of Tender or any other conditions made by the Tenderer in connection with this tender figure will be accepted by the Employer and any such insertion, endorsement or condition shall render the tender liable to rejection by the Employer.

Dated this 27th day of APRIL 2009

SIGNED* [Signature] WITNESS T. Boothman

PRINTNAME A. BOOTHMAN ADDRESS AS BELOW

POSITION IN COMPANY DIRECTOR

NAME & ADDRESS OF COMPANY..... WITNESS.....

ADJ LTD ADDRESS SINGLETONS FARM

MIDGE HALL LANE LEYLAND PR266TN

*IN THE CASE OF PARTNERSHIPS OR SOLE PRACTITIONERS A PARTNER OR THE SOLE PROPRIETOR MUST SIGN HERE.

The Agency do not bind themselves to accept the lowest or any tender and no expense by a person submitting a tender will be paid for.

Homes and Communities agency

Cottam Open Space Landscape Management & Cleansing
2009 - 2011

NL292

FINAL SUMMARY

		From page	£
	Definitions and Abbreviations	0/1	N/A
	Form of Tender	0/2	N/A
	Final Summary	0/3	N/A
	Contract Programme	0/4	N/A
	Instructions to Tenderers	1,2	N/A
	Form of Agreement	A-C	N/A
SECTION 1	Preliminaries and General Conditions	1/24	0-00
SECTION 2	Design Risk Assessment	2/1 - 2/10	N/A
SECTION 3	Specification Appendices A - D	3/1 - 3/49	N/A
	Area Schedule S1		N/A
	Frequency Schedule F1 - F4		N/A
SECTION 4	Schedule of Works	4/7	46870-00 ✓
SECTION 5	Schedule of Additional Works	5/5	6000-00 ✓
SECTION 6	Dayworks 2009/10	6/2	11950-00 ✓
	Dayworks 2010/11	6/3	11950-00 ✓
	Contingencies		£20,000.00 ✓
	TOTAL CARRIED TO FORM OF TENDER		<u>96770-00</u> ✓

TENDERER

CONTRACT PROGRAMME

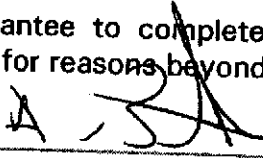
Cottam Open Space Landscape Management & Cleansing
2009 -2011

NL292

PROGRAMME	
TASKS	DATE
Out to Tender	17/04/09
Tender Return	06/05/09
Pre-contract meeting	To be agreed
Start on site	11/05/09
Completion of Contract Period	27/03/11

The Tenderer must guarantee to complete the specified tasks by the above completion dates, except for reasons beyond their control.

Signed:



On behalf of

ADJ LTD

Date:

28-4-9

To be completed and returned as part of the Tender.

PRELIMINARIES AND GENERAL CONDITIONS

Collection

Any costs arising from the Preliminaries and General Conditions not included in the rates under Section 4 Schedule of Works shall be included here. Specify which items are being priced.

Page 1/1	0-00
Page 1/2	0-00
Page 1/3	0-00
Page 1/4	0-00
Page 1/5	0-00
Page 1/6 Production of Risk Assessments in Clause 2.13a	0-00
Page 1/7	0-00
Page 1/8	0-00
Page 1/9	0-00
Page 1/10	0-00
Page 1/11	0-00
Page 1/12	0-00
Page 1/13	0-00
Page 1/14	0-00
Page 1/15	0-00
Page 1/16	0-00
Page 1/17	0-00
Page 1/18	0-00
Page 1/19	0-00
Page 1/20	0-00
Page 1/21	0-00
Page 1/22	0-00
Page 1/23	0-00
Page 1/24	0-00

Preliminaries and General Conditions
Carried to Final Summary

£ 0-00

DEFINITIONS AND ABBREVIATIONS USED IN THESE TENDER DOCUMENTS

DEFINITIONS

The parties referred to in the documents are as follows:

The '**Tenderer**' shall mean persons submitting a tender before the tender is accepted.

The '**Contractor**' shall be the successful tenderer appointed by the Employer

The whole of the works shall be carried out to their or their authorised representative's satisfaction.

'**Works**' shall mean any specified operation or operations under this Contract.

The '**Site**' shall mean the area agreed by the Contractor and the Contract Administrator.

In this contract:

- (a) Words importing the masculine gender only shall include the feminine gender and vice versa.
- (b) Words importing the singular number only shall include the plural number and vice versa.
- (c) Words importing persons include corporations and vice versa.

ABBREVIATIONS

C.A.	- Contract Administrator	l.m.	- linear metre(s)
m	- metre(s)	ha	- hectare(s)
mm	- millimetre(s)	gm	- gramme(s)
m ²	- square metre(s)	No	- Number

INSTRUCTIONS TO TENDERERS

1. The person tendering must obtain for himself on his own responsibility and at his own expense all the information necessary to submit a tender and examine the drawings, Conditions of Contract, Specifications and Schedules of Works prior to submitting his tender.
2. Should there be any doubt or ambiguity as to the meaning of any of the above mentioned documents, such doubt shall be set out in writing by the person tendering prior to submitting the tender.
3. The Contractor will be required to sign the tender documents which shall form the basis of a legal contract.
4. No alteration may be made to any of the documents attached thereto without the written authorisation of the Contract Administrator. If any alterations are made or if these instructions are not fully complied with, the tender will be rejected.
5. The tenderer shall satisfy himself before submitting his tender that he has adequate labour to complete the works and that he is able to obtain supplies of all materials required in connection with the works.
6. The documents must be returned by 1pm on the Return Date in the envelope supplied. Only tenders submitted in the envelope supplied and received before this deadline will be accepted. Tenders submitted bearing any marks identifying the sender will not be opened.
7. Tenderers are to set out their tender in the documents provided and bring forward the total to the Final Summary and the Form of Tender. **THIS MUST BE COMPLETED IN FULL IN BLACK INK.** One copy of the completed and fully priced Final Summary and Form of Tender for this contract should be returned in the envelope provided to Chief Executive, HCA, St. George's House, Kingsway, Team Valley, Gateshead, NE11 0NA.
8. Prices quoted shall be exclusive of Value Added Tax where applicable. The tender should be on a fixed price basis **AND REMAIN VALID FOR ACCEPTANCE FOR TWO MONTHS** from the tender return date and shall be for the execution of the work in strict conformity with these documents.
9. The tender sum shall include profit, cash discount, cartage, labour, materials and all other expenses of any kind which are all to be borne by the Contractor.

10. The Agency is not bound to accept the lowest or any tender and will not be responsible for or pay for any expenses or losses which may be incurred by the Tenderer in the preparation of his tender.
11. Directions or notice to be given to the Contractor may be posted to the address given on the Form of Tender and such posting shall be deemed good service of such notice and the time mentioned in these documents for doing any act after direction or notice shall be reckoned from the time of posting.
12. Should any further drawings or instructions be issued to tenderers prior to the date for submission of tenders, these will be deemed to be part of the Contract Documents.
13. Information with regard to the existing or proposed position of pipes, cables, wires etc, whether Private or Public Utility or other Statutory Undertakers, is to be obtained by the Contractor from the various Private or Public or Statutory Authorities and the Employer can in no way be held responsible for any inaccurate information obtained.
14. Before any tender can be accepted, the priced document from the lowest tenderer will be checked by the Contract Administrator. The Tenderer will be notified of any errors in computation of his tender and afforded the opportunity to either stand by his tender or withdraw. Should the Tenderer elect to withdraw his offer, the next lowest tender will be examined accordingly.
15. Code of Procedure for Single Stage Selective Tendering 1994 Section 6 Alternative 1 published by the National Joint Consultative Committee for Building will apply.
16. Tenderers who are unable to submit a tender are requested to confirm this in writing as soon as possible, stating their reasons. They should also return all tender documents, so that another Tenderer may be given the opportunity of submitting a tender for this project.

The Homes and Communities Agency of Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington, WA3 (hereafter called 'the Agency') has procured the submission of the Form of Tender anticipating the completion of this agreement.

This Agreement is made the _____ day of _____ 20__

between _____

of _____

(herein after called 'the Employer')

of the one part AND _____

of (or whose registered office is at) _____

(hereinafter called 'the Contractor') of the other part.

Whereas

First

The Employer wishes to have landscape maintenance work carried out at:

_____ ('the Works')

Under the direction of the Contract Administrator referred to in Article 3;

Second

The Employer has had the following documents prepared which show and describe the work to be done;

the drawings numbered/listed in _____ (the 'Contract Drawings')

a specification (the 'Contract Specification')

Schedule of Works

Schedule of Additional Works

Schedule of Dayworks

Which for identification have been signed or initialled by or on behalf of each Party and those documents together with the Conditions (collectively the 'Contract Documents') are annexed to this Agreement.

Third

A

The Contractor has supplied the Employer with a copy of the priced Contract Specification, Schedule of Works, Schedule of Additional Works and Schedule of Dayworks;

Fourth

For the purposes of the Construction (Design and Management) regulations 2007 (the 'CDM Regulations') the status of the project that comprises or includes the Works is stated in the Contract Particulars;

Now it is hereby agreed as follows

Article 1 Contractor's Obligations

The Contractor shall carry out and complete the Works in accordance with the Contract Documents.

Article 2 Contract Sum

The Employer will pay the Contractor at the times and in the manner specified in the Conditions a VAT-exclusive sum calculated in accordance with the priced Specification, Schedules of Works, Schedule of Additional Works and Schedule of Dayworks or such other sum as shall become payable under this Contract.

Article 3 Contract Administrator

For the purposes of the Contract the Contract Administrator is

_____ of _____

or, if he ceases to be the Contract Administrator, such other person as the Employer shall nominate for that purpose (such nomination to be made within 14 days of the cessation), provided that no replacement Contract Administrator appointed for this Contract shall be entitled to disregard or overrule any certificate, opinion, decision, approval or instruction given by any predecessor in that post, save to the extent that the predecessor if still in the post would then have had power under this Contract to do so.

Article 4 CDM Co-ordinator

If the CDM Regulations apply to the project and it is notifiable, the CDM Co-ordinator for the purposes of the CDM Regulations is the Contract Administrator

(or) _____

of _____

or, if he ceases to be the CDM Co-ordinator, such other person as the Employer shall appoint pursuant to regulation 14(1) of those regulations.

Article 5 Principal Contractor

If the CDM Regulations apply to the project and it is notifiable, the Principal Contractor for the purposes of CDM Regulations is the Contractor

(or) _____

of _____

Or, if he ceases to be the Principal Contractor, such other contractor as the Employer shall appoint pursuant to regulation 14(2) of those regulations.

Article 6 Adjudication

If any dispute or difference arises under this Contract either Party may refer it to adjudication in accordance with clause 7.2.

Article 7 Arbitration

Where Article 7 applies, then, subject to Article 6 and the exceptions set out below, any dispute or difference between the Parties of any kind whatsoever arising out of or in connection with this Contract, whether before, during the progress or after the completion or abandonment of the Works or after the termination of the Contractor's employment, shall be referred to arbitration in accordance with Schedule 1 and the JCT 2005 edition of the Construction Industry Model Arbitration Rules (CIMAR). The exceptions to this Article 7 are;

any disputes or differences arising under or in respect of the Construction Industry Scheme or VAT, to the extent that legislation provides another method of resolving such disputes or differences; and

any disputes or differences in connection with the enforcement of any decision of an Adjudicator.

Article 8 Legal Proceedings

Subject to Article 6 (where it applies) to Article 7, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

IN WITNESS WHEREOF the parties hereunto have caused their respective seals to be hereunto affixed the day and year first before written.

THE COMMON SEAL of the employer
was hereunto affixed in the presence of :-

THE COMMON SEAL OF
was hereunto affixed in the presence of :-

SECTION 1

PRELIMINARIES & GENERAL CONDITIONS

1.4

PRELIMINARY INVESTIGATION & NATURE OF SITES

- a) The Tenderer is advised to visit and inspect the sites and shall satisfy himself of the full requirements of the Contract, prior to submission of his tender. He shall carry out any investigations that he may consider necessary to satisfy himself of the ground conditions, the availability of any mains services for temporary supply that may be required in carrying out the Works, the extent, character and accessibility of the site and all other conditions affecting the Works.
- b) No claim on the grounds of lack of knowledge of any of the above mentioned items will be entertained.
- c) The Employer may have work currently being undertaken on a number of the Contract sites. The successful contractor will be advised of these at the commencement of the Contract.
- d) The Contractor shall liaise with the statutory service providers as necessary for the location of services which may require to be verified for the safe execution of the Works.

1.5 GIVING OR SERVICE OF NOTICES OR OTHER DOCUMENTS

Any notice or other document shall be given or served by any effective means to the address given on the Form of Tender unless otherwise agreed in writing with the Employer.

1.6 RECKONING PERIODS OF DAYS

Where under this Contract an act is required to be done within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include a day which is a Public Holiday that day shall be excluded. A 'Public Holiday' shall mean Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday.

1.7 LANDFILL TAX

The prices used or set out by the Contractor in the Contract Documents are based upon the incidence and rate of landfill tax (as referred to in the Finance Act 2005 Part 4) on waste deposited on a licensed landfill site and for which at the date of tender the landfill site operator is accountable to HM Customs and Excise.

If in respect of waste arising out of the carrying out and completion of the Works which the Contractor after the date of tender deposits on a licensed landfill site the price charged by the operator of that site to the Contractor for such deposit is increased or decreased by reason only of a change in the incidence or rate of landfill tax effective after the date of tender from what would have been charged before that effective date the net amount of that increase or decrease shall as the case may be, paid to or allowed by the Contractor.

No payment pursuant to the above clauses shall be made if the Contractor could reasonably be expected to have disposed of the waste other than to a licensed landfill site.

1.8 DECLARATION OF INTEREST

The Contractor agrees that neither he (or in the case of a Company, any Director of that Company or in the case of a Partnership, any Partner thereof) nor any Employee of the Contractor is related to any Member or Employee of the Employer and that no Member or Employee of the Employer has any interest whether financial, managerial or otherwise in the Contractor other than any such relationship communicated in writing to the Agency prior to the date of Tender.

1.9 TUPE

Contractors are advised that the terms of the European Acquired Rights Directive 77/187 and the Transfer of Undertakings (Protection of Employment) Regulations 1981 (as amended) and the Transfer of Undertakings (Protection of Employment) Regulations 2006, (hereafter collectively referred to as "TUPE") may possibly apply to a part of the existing workforce employed by incumbent contractors in relation to the Work to be performed by the successful Contractor(s) under the Contract.

Whether or not TUPE applies to this Contract is a matter of law, which can only be determined after the tenders have been received. If TUPE applies then the existing workforce employed by the relevant incumbent contractor in relation to the Work to be performed that may be subject to automatic transfer of employees to the successful Contractor(s) on their existing conditions of employment, including rates of pay.

Contractors are to note that, if successful, and if TUPE applies, they will have an obligation, subject to relevant legislation, to fulfil the requirements of TUPE, which include but are not limited to the following:

- a) The need to consult either an elected employee or representative of an independent recognised trade union about the transfer and any measures proposed in relation to the transfer;
- b) The need to maintain existing conditions of employment, including rates of pay.
- c) The need to provide a broadly comparable pension scheme.
- d) Potential liability in respect of claims for redundancy, unfair dismissal, dismissal relating to the transfer, failure to consult as required, and all other claims related to employees of the incumbent contractor involved in work relating to this Contract.

Contractors are advised in any event to seek independent professional advice on the effects of TUPE on their tender. English Partnerships cannot accept responsibility for Contractors failure to do so or any consequent loss through Contractors failure to seek independent advice.

Contractors are requested to submit their tender on the basis that the TUPE will not apply, but if it is subsequently determined that TUPE is to apply the Contractor shall be under the obligation to comply with the legal obligations of TUPE and as set out above, and the Contractor will indemnify English Partnerships in respect of any TUPE claims arising during the contract term, subject to precise wording to be agreed.

GENERAL CONDITIONS

2.1 CONDITIONS OF CONTRACT

The Contractor shall observe and comply with the Conditions of Contract and any terms, conditions and stipulations set out in the Specification and Schedules.

The Contractor's attention is specifically drawn to the requirements relating to indemnification of the Employer against all claims for damage to persons and/or property including claims arising out of misconduct of his employees (see Clause 2.25) and to the need to provide his Waste Carrier Registration Number (Clause 2.18).

The Contractor will be required to sign and return the Contract Agreement (see the example of the agreement located at the front of this document) within 14 days of issue by the Employer's legal consultant.

The Contract shall be signed as a Deed.

2.2 SITE MEETINGS

The Contractor shall on a week by week basis advise the C.A. of his forthcoming work schedule stating operations to be undertaken and location of the specified operations. This will enable the C.A. to monitor progress of the Work and, if necessary, make contact with the Contractor's foreman.

2.3 CONTRACTOR'S PROGRAMME

The Frequency Schedule provided at the end of the Specification indicates the provisional programme of Works which the Contractor shall carry out under this Contract.

The Contractor shall notify the CA in advance of all adjustments to the programme, which may be necessary whether for seasonal or ground conditions, or because of his own operational reasons.

It is accepted that for a variety of reasons the Contractor may make last minute changes to the programme and all adjustments must be notified to the CA no later than the agreed date and time for the commencement of the Works.

The non-routine maintenance operations may be proposed by the Contractor or the CA. If agreed by the CA they shall confirm in writing by issuing an Instruction or Order within 5 working days. Payments for completed site works will only be authorised by the CA upon receipt of an application for payment indicating that the required site works have

been completed to his satisfaction. An example of an application for payment can be seen in Appendix A. The application shall include daywork sheets receipts etc, as necessary, cross referenced to the Instruction or Order number.

The Contractor shall only proceed with works which have been so agreed in writing by the CA; no payment can be authorised for works carried out on the basis of a verbal request which has not been supported by an Instruction or Order.

2.4 STANDARD OF WORK & CONTRACT MONITORING

All operations shall be undertaken with due diligence in a workmanlike manner in accordance with current British Standards and Codes of Practice and the principles of good horticultural practice and the finished works will be in keeping with this requirement and to the satisfaction of the C.A.

The C.A. will issue contract monitoring reports to the Contractor at intervals not exceeding three months. The Contractor will have the opportunity to comment in writing on the content of these reports. It is expected that an agreed default procedure will be put in place at the commencement of the Contract.

2.5 COMPETENT PERSON

The Contractor shall provide full and adequate supervision during the progress of the Works and shall keep on the sites a competent named foreman or leading hand approved by the C.A. (which approval may be withdrawn at any time) who will be available to receive and act upon (on behalf of the Contractor) all instructions, directions or orders issued by the C.A. at all times during working hours. The approved foreman or leading hand shall attend the C.A.'s office when so required.

2.6 OPERATIVES

The Contractor shall provide all skilled and unskilled labour necessary for due completion of the Works. The operatives shall at all times be employees of the Contractor (or sub-contracted to him from another Contractor) and therefore not employees of the Employer. The Contractor shall make all the appropriate deductions from these operatives' wages in respect of P.A.Y.E., N.I. and other contributions.

2.7 RESPONSIBILITY FOR PERSONNEL

The Contractor shall ensure that his employees and agents whilst engaged on the Works shall be of good behaviour and comply with all relevant statutory provisions and requirements. Insofar as may be necessary to comply with this provision the Employer may give such

instructions as considered necessary to any of the Contractor's operatives. In all other respects the Employer shall have no direct jurisdiction or control over such operatives.

2.8 EXCLUSION FROM THE WORKS

The C.A. may (but not unreasonably or vexatiously) issue instructions requiring the exclusion from the Works of any person(s) employed thereon.

2.9 ACCESS TO SITE

- a) The Contractor shall, at his own expense, provide sleeper access over pavements if necessary for the completion of the Works and on completion of the Works make good all surfaces damaged or disturbed to the entire satisfaction of the Local Authority and the C.A. The Contractor shall ensure that all entrances to sites, cycleways, footpaths and highways are kept free of all materials dropped or deposited from his or his agent's vehicles transporting materials to and from the sites.
- b) Padlocked gates give access to a number of the sites within the contract. The Contractor will be given a key as appropriate. The Contractor shall close and padlock the gates immediately after each use. At no time should gates be either left open or unlocked. If travellers gain access to any site, after a gate has been left open by the Contractor during the course of the Works, then the Contractor shall be liable for any costs incurred in cleansing the site once the travellers have vacated it.
- c) The Contractor shall not enter adjoining property at any time without firstly obtaining authority from the owner of the adjoining property and the C.A.
- d) The C.A. and any person or persons authorised by him shall be at liberty to enter the sites of the Works at all reasonable times. The Contractor is to give every facility to the C.A. or his representative for the inspection of the work in progress on the sites.

2.10 LATE EVENING AND WEEKEND WORKING

If the Contractor wishes to work after 7.00p.m. Monday to Friday and on Saturdays after midday, Sundays or Bank Holidays, prior notice must be given and permission must be obtained from the C.A. Where sub-contractors are used on the works, the Contractor must ensure that they are aware of and conform to this requirement.

2.11 PLANT AND TOOLS

- a) The Contractor shall provide at his own expense all tools, implements, plant vehicles, transport, fuel and other appliances required for the proper completion of the Works in a good and workmanlike manner to the true intent and meaning of this Specification.
- b) All plant, tools, implements and vehicles shall comply with the relevant statutory requirements in force during the period in which they are in use.

2.12 ADVERTISING

Advertising in any form on or about the works is prohibited except for the Contractors vehicle which may be signwritten.

2.13 HEALTH AND SAFETY AND WELFARE

- a) The Contractor's attention is drawn to the Management of Health and Safety at Work Regulations 1999 and particularly to Regulation 3 which relates to risk assessment. The Contractor's attention is also drawn to the Construction Design and Management Regulation 2007. HCA have defined the following landscape activities as 'construction' work:
 - Excavation work;
 - Planting of large trees;
 - Erection of fences;
 - Construction of bunds; and
 - Hard landscaping works.
- b) As this work will not normally be notifiable no CDM co-ordinator will be appointed but in accordance with the new regulations a Design Risk Assessment has been provided within this document in Section 2 to enable the Contractor to produce suitable and sufficient risk assessments specific to this contract and present the assessments to the C.A. within fourteen days of the award of the contract. The risk assessments will include:-
 - i) Details of staff having day to day responsibility for Health and Safety on site, giving name, position, qualifications and experience.
 - ii) General Risk Assessments and those for Control Of Substances Hazardous to Health (COSHH), Personal Protective Equipment (PPE), Noise and Manual Handling.
 - iii) First Aid precautions and provisions for meeting first aid requirements and details of Emergency Procedures, taking into account the variety of site factors that may influence

these procedures.

- iv) Identification of any site specific risks and outline of appropriate responses.
- c) On all sites the following information must be recorded: the location of the work, access points, emergency numbers, persons present on site, the operations to be carried out with reference to the relevant generic risk assessment and an "On Site" pre-commencement risk assessment identifying the risks. These site records shall be retained by the contractor and made available to the CA on request.
- d) Where the nature of the task and the specific nature of the site are not covered by the generic risk assessment a task / site-specific risk assessment must be prepared and submitted to the CA along with a method statement for approval.
- e) Following completion of the risk assessments described above, if requested by the C.A. the Contractor shall provide a method statement in respect of hazards related to each sit or operation for any specific matters not covered by the above risk assessments.
- f) The Contractor shall allow for compliance with all the relevant legislation contained in the current HASAW Act plus any other relevant statutory requirements in force.
- g) The Contractor's attention is drawn to the Construction (Health, Safety and Welfare) Regulations and the Health and Safety (Employment of Young Persons) Regulations 1997.
- h) The Contractor shall maintain Registers where required by law and shall carry out regular statutory inspections of equipment and plant with signed entries in the appropriate register.
- j) The Contractor shall publish his own Safety Policy, a copy of which shall be lodged with the Employer at Arpley House, prior to the commencement date of the contract. The Contractor shall ensure that his own employees as well as any sub-contractors are aware of their duties and responsibilities under his Safety Policy. All new employees and sub-contractors are to be given safety induction prior to them carrying out any part of the Works on the site.
- k) The Contractor shall nominate a member of his staff to be responsible for Safety, Health and Welfare and such nominated person shall liaise with the C.A., on all relevant occasions throughout the duration of the contract.

- m) Adequate protective measures shall be taken to protect employees, members of the public and all other persons.
- n) The Contractor shall notify the C.A. and Jacobs, the Employer's Health and Safety Consultant, immediately by the fastest possible means of all site accidents, dangerous occurrences and matters involving the general public and diseases notifiable to either the Health and Safety Executive or the Local Authority which occur during the Contract period. The C.A. and Jacobs shall be provided with copies of written reports of such occurrences.
- p) If the Contractor receives a site visit from an officer of the Health and Safety Executive or any other enforcing body during the course of the Works, the C.A. and Jacobs shall be notified of full details of the visit, including details of any stoppages of work for safety reasons.
- q) Site plant shall only be used by operatives having the relevant Certificate of Competence issued by Construction Industry Training Board (CITB) or other recognised training body. The Contractor shall provide copies of the relevant certificates to the C.A.
- r) The Contractor shall ensure that there are two operatives on site at all times whilst either a chainsaw, a chipping machine or other motorised work equipment is in operation or during tree climbing operations. The Contractor shall ensure that the following minimum safety equipment is used by the operators of the following machinery:

Chainsaws

Safety boots with protective guarding at front vamp and foot.
 Chainsaw mitts or gloves with chain resistant material guarding the back of the left hand
 Safety helmets to BS5240 incorporating eye and ear protection.
 "Ballistic" or equivalent trousers and jackets (i.e. reinforced to withstand chainsaw cuts)

Chipping machine

Safety boots
 Safety helmets to BS5240
 Eye protection
 Ear defenders
 Long-sleeved non-snag outer clothing including long trousers

Drivall

Safety boots
 Safety helmet to BS5240

Hedge trimmer

Safety boots with protective guarding at front vamp and foot
Chainsaw mitts or gloves with chain resistant material guarding the back of the left hand
Safety helmets to BS5240 incorporating eye and ear protection.
"Ballistic" or equivalent trousers and jackets (i.e. reinforced to withstand chainsaw cuts)

Strimmer or clearing saw

Safety boots with protective guarding at front vamp and foot
Chainsaw mitts or gloves with chain resistant material guarding the back of the left hand
Safety helmets to BS5240 incorporating eye and ear protection.
"Ballistic" or equivalent trousers and jackets (i.e. reinforced to withstand chainsaw cuts)

Stump grinding machine

Safety boots
Eye protection
Ear defenders
Long trousers

- s) The Contractor shall at all times provide First Aid Equipment for operatives in accordance the Health and Safety (First Aid) Regulations 1981.
- t) Chainsaws may only be used by operatives over the age of 18, having adequate training, expertise and holding a Certificate of Competence awarded by an appropriate and recognised training body. The Contractor shall provide copies of the relevant certificates to the C.A.
- u) Operatives engaged on arboriculture/tree surgery shall have adequate training, expertise and hold a certificate of competence in this kind of work issued by a recognised testing body. The Contractor shall provide copies of the relevant certificates to the C.A.
- v) The standards of training of operatives, use and maintenance of equipment, and methods of working in respect of pesticide applications, chainsaws, tree felling, thinning, coppicing, shrub clearance and tree surgery shall be at least equal to that described in the latest advisory and guidance literature published by the Health and Safety Executive, and by the Arboriculture and Forestry Advisory Group (AFAG).
- w) Where herbicides are being applied, the Contractor shall provide the following minimum safety equipment for use by his

operatives:

Coverall

Goggles/eye shield

Respirator mask fitted with a pre-filter pad for organic vapours, dust and fumes (except for application of granular herbicides)

Rubber boots

Rubber gloves

First Aid Kit

A supply of clean fresh water in an appropriately marked container (minimum 22 litres).

- x) The application of herbicides by Knapsack sprayer (or Controlled Droplet Applicator) should be carried out in accordance with the provisions laid down in the HSE and AFAG's leaflet (No. 202, April 2003) "Application of Herbicides by Hand-Held Applicators", available for download at www.hse.gov.uk. The Contractor must also comply in full with the "Code of Practice for the Safe Use of Pesticides on Farms and Holdings" HSE and Defra, 1998.
- y) The C.A. will suspend site operations should the Contractor fail to comply with any of the above safety regulations or procedures.
- z) In the event of any of the Contractor's operatives breaching the Control of Pesticides Regulations 1986 (amended 1997), or the Code of Practice for Safe Use of Plant Protection Products 2006, or carrying out works in such a manner as to fail to comply fully with the Health and Safety at Work Act, 1974 (including safe working under the Road Traffic Acts), or the Control of Substances Hazardous to Health Regulations 2002, the following procedure will apply:
 - i) For the first infringement: The C.A. shall issue a verbal warning and note the incident.
 - ii) For the second infringement: The C.A. shall issue a written warning to the Contractor's representative; this shall be followed by a formal and final written warning contained in a letter from the C.A. detailing the incidents.
 - iii) Any subsequent infringement will result in the Contractor being removed from the site.
 - iv) In the event of an incident of infringement being judged by the C.A. to be sufficiently serious, the procedure indicated in section iii) above may be invoked without recourse to stages i) or ii).

2.14 OTHER LEGISLATION

The Contractor's attention is drawn to the following Acts and Regulations since they are pertinent to the work in hand. That is not to say that these are any more or less important than any other legislation. The Contractor should abide by all relevant legislation.

2.15 WILDLIFE

The Contractor is made aware that bats may roost in trees and birds may nest. Bats and their roosts are protected from damage or destruction or from the "carrying out of acts which would result in their deterioration" by the Conservation (Natural Habitats & c.) Regulations 1994, and their amending legislation. All wild birds at the nest are protected by the Wildlife & Countryside Act, 1981, as amended by the Countryside and Rights of Way Act 2000. Should the Contractor find a bat or roost or occupied bird nest in any tree on which he is instructed to work, he shall cease work immediately, making the works safe, and seek instruction from the Contract Administrator as to how to continue the work.

Should the Contractor have reasonable cause to suspect that a bat roost may be present in a tree on which he is instructed to work, he shall refrain from working and seek instruction from the Contract Administrator.

The Contractor is made aware that water voles may inhabit stream and ditchside habitats. A water voles place of shelter is legally protected through its inclusion of Schedule 5 of the Wildlife and Countryside Act 1981. It is an offence to intentionally damage, destroy, or obstruct access to any structure or place which water voles use for shelter and protection, or to disturb water voles within their habitat. Should the contractor find water voles in an area they have been instructed to work, he shall cease work immediately, making the works safe, and seek instruction from the C.A. as to how to continue work.

2.16 CONTROL OF POLLUTION ACT 1974: NOISE

The Contractor's attention is drawn to this Act (Amended 1990), and in particular Part III of the Act in connection with the Control of Noise. The use of portable radios and tape/cassette players etc. will not be permitted within the area of the works.

The Contractor should satisfy himself as to the requirements of the Local Authority, and the provisions of any Code of Practice with regard to the implementation of this Act, and should allow in his prices for any effect that compliance with these requirements and provisions may have on the execution of this Contract. The Contractor should note that generally the

surrounding properties are occupied and he is to cause the absolute minimum of nuisance and inconvenience to the occupiers.

2.17 C.O.S.H.H. REGULATIONS

The Contractor shall comply with the Control of Substances Hazardous to Health Regulations 2002 insofar as they apply to substances used on or about the works to which the contract relates. On request, he shall supply evidence of such compliance by providing a list of all substances used together with copies of the assessments.

2.18 THE CONTROLLED WASTE (REGISTRATION OF CARRIERS AND SEIZURE OF VEHICLES) REGULATIONS

Under the above amendment to the Control of Pollution Act it is an offence to transport controlled waste in the course of business or for profit if the carrier is not registered.

The Contractor should satisfy himself as to the requirements of these Regulations and should allow in his prices for any effect compliance may have on the execution of this Contract. The Employer reserves the right to ask for and inspect evidence of registration at any time during the period of this Contract. The Contractor will produce such evidence on demand.

2.19 SAFETY OF THE GENERAL PUBLIC

- a) The Contractor is to take all reasonable precautions to protect the safety of all persons and property. Approved warning and hazard signs must be erected at all points where Works of a hazardous nature are being carried out and unattended machines and plant must not be left on site.
- b) Warning signs and cones are to be erected by the Contractor for all works in close proximity to footpaths and roadways after consultation with and obtaining the approval of the Local Police and Highway Authorities. The Contractor shall keep open all rights of way, footpaths and roadways on or about the works to the satisfaction of the C.A.

2.20 WORK ON OR ALONGSIDE THE PUBLIC HIGHWAY

The Contractor shall not cause any unnecessary interference with traffic along the Public Highway. The Contractor shall ascertain all statutory requirements and comply with the requirements of the appropriate Police Authority and Highway Authority as to any requirements, regulations, directions and instructions concerned with the movement of traffic, security and like matters about the works. The C.A. shall provide the Contractor with a list of contacts for the Local Highway Authorities. The C.A. shall be informed of the outcome of any such discussions.

2.21 FINES AND CHARGES

The Contractor will be responsible for paying all fines and charges incurred as a result of any breach of the above requirements and shall indemnify the Employer against any such fines and charges.

2.22 FIRE PRECAUTIONS

The Contractor shall take all reasonable precautions to minimise fire risks. The burning of arisings, litter and prunings is prohibited within the Contract area.

2.23 DAMAGE TO PROPERTY, INCLUDING HIGHWAYS, ROADS, KERBS, CHANNELS, FOOTPATHS, PAVEMENTS, PUBLIC UTILITY SERVICES, ANY EXISTING LANDSCAPE FEATURES AND SURFACES

- a) Before commencing any work on any site, the Contractor shall confirm details of any service drain or other apparatus within the site with the appropriate company or agency (The Company). The Contractor shall make his own enquiries to the Company concerned and satisfy himself that the details received from the Company indicate that there is no conflict with the works. If the details received show that the works or the movement of plant or equipment on site may endanger any apparatus, the Contractor shall give the Company representative at least 7 days written notice of the date on which it is intended to commence such works in order that the presence of sub surface apparatus can be indicated by markers placed by the Contractor under the supervision of the Company representative.
- b) The Contractor shall carry out all works in connection with this contract in accordance with the requirements of both the Company's and the Health and Safety Executive's safe working procedures and standards.
- c) The Contractor is to indemnify the Employer against any damage to the highways, roads, kerbs, channels, footpaths, pavements, services and any existing landscape planting or surfaces arising out of or in connection with his acts in the execution of this Contract or his negligence. He shall make good any such damage at his own expense to the satisfaction of the appropriate Authority and the C.A.
- d) The Contractor shall keep the roadways, pavements and footpaths clear of soil, mud, grass cuttings and other obstructions to the satisfaction of the Employer, the Highway Authority for that road or roads, and local residents and businesses.

- e) The Employer reserves the right, in all cases, to make alternative arrangements for the rectification of such damage, using his own or any other Agency and to deduct the cost from monies owing to the Contractor.
- f) All tools, plant and equipment, including vehicles shall be used in such a manner as will not cause damage to fences, walls, gates, paths, paved areas, manholes, drains, gullies, turf, trees, hedges, shrubs and plants or to gas, electricity, telephone, television or water services, or to property of any kind. Should any damage result from non-compliance with this clause, the Contractor shall, at his own expense, make good or pay for making good any damage and carry out all necessary negotiations with the appropriate authorities or owners of such property.
- g) All vehicles shall comply with speed limits prescribed for carriage roads, but elsewhere vehicles must proceed at walking pace and give precedence to pedestrians.

2.24 **REMOVAL OF RUBBISH AND PRUNINGS**

It should be noted that rubbish may include noxious and human waste, vermin, abandoned vehicles, scrap, oil, asbestos and old batteries.

The Contractor shall remove all rubbish, prunings and superfluous materials from the site of the Works to the entire satisfaction of the C.A. and shall make his own arrangements for the collection and tipping of rubbish and prunings arising from the contract. All rubbish is to be carted to an approved tip; any expenses incurred will be the responsibility of the Contractor. **NO UNAUTHORISED TIPPING SHALL BE CARRIED OUT BY THE CONTRACTOR WITHIN THE CONTRACT AREA OR IN ANY OTHER PLACE.**

The site of the Works is to be left clean and tidy and clear of arisings at the end of each working day.

2.25 **CONTRACTOR'S LIABILITY AND INSURANCE**

The Contractor shall indemnify the Employer against all claims in respect of injury (including fatal injury) or damage arising out of, or in connection with the execution of this Contract, to any person or property unless such injuries or damage shall be caused by any act or neglect on the part of the Employer.

Third Party Insurance: without prejudice to or limitation of his obligations to the Employer under the last foregoing paragraph the Contractor shall keep in force throughout the currency of the contract an effective insurance policy covering him against third party claims for injury (including fatal injury) or damage to persons or property in the sum of at

least £5,000,000 for any one accident and unlimited in any one year and shall procure the endorsement on the policy of the Employer's interest therein in respect of and during the currency of the contract. Any such policy and the receipts for current premiums shall on demand be produced to the Employer for inspection.

2.26 NOVATION, ASSIGNMENT AND SUBLETTING

The Contractor consents to an assignment or novation of this Contract by the Employer:

In the event of a novation within fourteen days of the receipt of the written request of the Employer the Contractor will enter into a novation deed in respect of this Contract in the form attached as Appendix D with such third party as the Employer in its discretion shall nominate.

The Contractor shall not without the written consent of the Employer:

- a) Assign this contract or any part of it, or
- b) Sub contract the Works or any part thereof.

2.27 PAYMENT TO CONTRACTORS

The Contractor shall prepare valuations and invoices for payment at intervals of not less than four weeks calculated from the date of the commencement of the Contract in respect of the value of the Works properly executed, any amounts either ascertained by the Contractor or agreed by the parties less any sums previously certified for payment.

The CA shall prepare a certificate certifying progress payments to the Contractor in respect of the Works which in the opinion of the CA have been properly executed, less a retention of 2.5% and less any sums previously certified from agreed valuations as described above. Payments to the Contractor in respect of the amounts so certified will be payable within 21 days of the date of the certificate.

At the completion of all Works and obligations by the Contractor under this Contract, the CA will issue a completion certificate. At this stage, the Contractor shall prepare a final account for agreement by the CA following which the final payment certificate will be issued to release the outstanding payment due to the Contractor, if any, or as the case may be to the Employer.

Payment may also be made on an order by order basis with individual invoices raised by the Contractor in respect of each completed order, as agreed by the C.A. Payments will be made within 28 days of the date of a correct invoice.

If the Employer proposes to withhold part or the whole of any payment, the Employer shall give the requisite notices in accordance with the

requirements of the Construction, Housing and Regeneration Act 1996.

2.28 TAX CERTIFICATE

It is expected that maintenance work under this Contract will require the Contractor to be in possession of a Sub-Contractor's Tax Certificate (Form CIS6), and the Contractor shall be required to produce the same for inspection by a Employer Officer on request. In the event of failure to produce a valid certificate, the Contractor may be liable to have tax deducted from all payments relating to such works in accordance with the conditions of the Inland Revenue Construction Industry Scheme.

2.29 VAT CHARGEABLE UPON GOODS AND SERVICES

Tenders from parties who are registered VAT payers should have excluded from the tender figure those items of VAT which will be borne by the Employer. The correct amount of VAT due should be shown on the monthly invoice as part of the payment to the Contractor.

2.30 FLUCTUATIONS

The tendered price shall not be subject to any fluctuations in respect of changes in the rates of wages or prices of materials, plant and other resources employed in carrying out the Works, or other variations whatsoever during the currency of the Contract.

2.31 VARIATIONS AND CONTRACT ADMINISTRATOR'S INSTRUCTIONS

The Employer may from time to time issue formal Instructions to the Contractor.

Instructions from the C.A. shall be carried out forthwith by the Contractor. Where such instructions are issued by handwritten Site Directions, these are to be the operative instructions, and will be confirmed by formal Instructions in each case.

If within 7 days after receipt of a written notice from the C.A. requiring compliance with an instruction the Contractor does not comply therewith then the Employer may employ and pay other persons to carry out the work and all costs incurred thereby may be deducted by him from any monies due or to become due to the Contractor under this Contract or shall be recoverable from the Contractor by the Employer as a debt.

The C.A. may increase or decrease or change the Works or the order or period in which the Works are required to be carried out under the Contract. Adjustments to valuations will be calculated as described in Clause 2.39.

2.32 DETERMINATION BY THE EMPLOYER

The Employer may, but not unreasonably or vexatiously, by notice by registered post or recorded delivery to the Contractor forthwith determine the employment of the Contractor under this contract if the Contractor shall make default in any one or more of the following respects that it to say:

- 2.32.1 If the Contractor without reasonable cause fails to commence the Works within 14 days from the issue date of any Official Order
- 2.32.2 If without reasonable cause the Contractor wholly suspends the carrying out of the Works or
- 2.32.3 If the Contractor fails to proceed with the Works with reasonable diligence in accordance with the specified Work Programme or
- 2.32.4 If the Contractor refuses or persistently neglects to comply with an instruction from the C.A. requiring him to remove or replace improper materials or rectify defective work or
- 2.32.5 If the Contractor becomes bankrupt or makes any composition or arrangement with his creditors, has a proposal in respect of his company for a voluntary arrangement for a composition of debts or scheme or arrangement approved in accordance with the Insolvency Act 2000 in respect of his company to the court for the appointment of an administrator or has a winding up order made or (except for the purposes of reconstruction) a resolution for voluntary winding up passed or a receiver or manager of his business or undertaking is duly appointed or has an administrative receiver as defined in the Insolvency Act 1986 appointed or possession is taken by or on behalf of any creditor of any property the subject of a charge.
- 2.32.6 In the event of the Employer determining the employment of the Contractor as aforesaid the Contractor shall immediately give up possession of the site of the Works and the Employer shall not be bound to make any further payment to the Contractor until after completion of the Works.

Provided always that the right of determination shall be without prejudice to any other rights or remedies which the Employer may possess.

2.33 DETERMINATION BY THE CONTRACTOR

The Contractor may but not unreasonably or vexatiously by notice of registered post or recorded delivery to the Employer forthwith determine

the employment of the Contractor under the Contract if the Employer shall make default in any one or more of the following respects, that is:

- 2.33.1 If the Employer fails to make any payment due under the provisions of Clause 2.26 within 28 days of such payment being due, or
- 2.33.2 If the Employer or any person for whom he is responsible interferes with or obstructs the carrying out of the Works, or
- 2.33.3 If the Employer fails to make the sites available for the Contractor within 14 days from the commencement date of the Contract, or
- 2.33.4 If the Employer becomes bankrupt or makes a composition or arrangement with his creditor.

Provided always that the right of determination shall be without prejudice to any other rights or remedies which the Contractor may possess.

2.34 ARBITRATION

If any dispute of difference concerning this Contract shall arise between the Employer or the C.A. on his behalf and the Contractor either during the progress or after the abandonment of the works or after the determination of the employment of the Contractor it shall be referred to arbitration in the following manner:

- a) When either the Employer or the Contractor require a dispute to be referred to arbitration, the Employer or the Contractor shall give written notice to the other to that effect and such dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties as the Arbitrator, or upon failure so to agree within 14 days after the date of the aforesaid written notice, of a person to be appointed as the Arbitrator on the request of either the Employer or the Contractor by the President or a Vice President for the time being of the Landscape Institute.
- b) The Arbitrator shall, without prejudice to the generality of his powers, have power to rectify the Agreement so that it accurately reflects the true agreement made by the Employer and the Contractor, to direct such measurements and/or valuations as may in his opinion be desirable in order to determine the rights of the parties and to ascertain and award any sum which ought to have been the subject of or included in any certificate and to open up, review and revise any certificate, opinion, decision, requirement of notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no

such certificate, opinion, decision, requirement or notice had been given.

- c) The award of such Arbitrator shall be final and binding on the parties.
- d) If before making his final award the Arbitrator dies or otherwise ceases to act as the Arbitrator, the Employer and the Contractor shall forthwith appoint a further Arbitrator, or, upon failure so to appoint within 14 days of any such death or cessation, then either the Employer or the Contractor may request the President or Vice-President for the time being of the Landscape Institute to appoint such further Arbitrator. Provided that no such Arbitrator shall be entitled to disregard any direction of the previous Arbitrator or to vary or revise any award of the previous Arbitrator except to the extent that the previous Arbitrator had power so to do under the JCT Arbitration Rules and/or with the agreement of the parties and/or by the operation of law.
- e) The arbitration shall be conducted in accordance with 'JCT Arbitration Rules' current at the date of this agreement. Provided that if any amendments to the Rules so current have been issued by the Joint Contracts Tribunal after the aforesaid date the Employer and the Contractor may, by a joint notice in writing to the Arbitrator, state that they wish the arbitration to be conducted in accordance with the JCT Arbitration Rules as so amended.

2.35 RECTIFICATION OF WORK

During the period of one calendar month following the end of the Contract period and at any time during the Contract period the Contractor may be required to rectify any unsatisfactory work and to complete any outstanding works required under the terms of the Contract to the entire satisfaction of the C.A. Such rectification shall be at the Contractor's expense.

2.36 MATERIALS

- a) The Contractor shall provide at his own expense all materials, chemicals, matters and things of every description that may be required for properly executing this Contract whether specifically described or not.
- b) The Contractor shall, if required, furnish the C.A. with satisfactory evidence that materials are of the specification and quality specified and shall provide samples for approval and for testing by the C.A. who shall have power to reject any materials which do not correspond with approved samples.

2.37 WATER SUPPLY

Should water be necessary for any work the Contractor is to make his own arrangements for such supply of water and pay all fees in conjunction therewith.

2.38 SCHEDULE OF ADDITIONAL WORKS & DAYWORKS

The C.A. may instruct the Contractor to undertake the provisional works contained in the Schedule of Additional Works and Dayworks sections of this document.

Such additional work may at the sole discretion of the C.A., be offered in the first instances to the Contractor and valued according to the rates quoted in the Schedule of Additional Works or Dayworks.

The C.A. does not guarantee that any such additional work will be offered to the Contractor and reserves the right to offer this additional work to any other contractor.

2.39 PROVISION FOR OMISSION OF WORKS & OTHER VARIATIONS

The Employer is gradually disposing of its Estate and, accordingly, reserves the right to remove all or part of the areas of landscape from the maintenance schedule at any time during the period of the Contract as necessary, subject to one month's notice being given to the Contractor prior to such action.

The resultant cost saving to the Employer in respect of maintenance works no longer required shall be calculated from the Schedule of Works and agreed with the Contractor.

Any work omitted in addition to the work referred to above, or addition ordered or other change made to the Works or the order or period in which they are to be carried out in accordance with an C.A. instruction shall be valued by the C.A. on a fair and reasonable basis, using where relevant rates quoted in the Schedule of Works. Alternatively the price may be agreed between the C.A. and the Contractor carrying out any such instruction.

2.40 PERSONS IN THE SERVICE OF THE EMPLOYER

Persons in the service of the Employer are not allowed, under any consideration, either directly or indirectly, to do any work for, execute any Agency for, or receive gratuities or other payments from the Contractor.

2.41 CITIZENS CHARTER - EMPLOYER'S POLICIES & SERVICE STANDARDS

The Employer has published a statement of its Policies and Service Standards which is available to members of the public and Contractors on request.

The Contractor shall provide ID Cards to all operatives who may be active on the Employer's sites. The Employer will provide unfixed Inconvenience Notice Boards to the Contractor for use on site. These will give details of both the Employer's and the Contractor's address and telephone number, and are to be placed in safe, supervised locations on site whenever significant works are to take place in prominent, busy or constrained locations, where the works will last longer than only a few minutes. The Contractor shall use his discretion to assess whether the signs should be set up, on the basis of duration of the works, proximity of properties, affect on roads or footpaths and the scale or significance of the type of works being undertaken.

PRELIMINARIES AND GENERAL CONDITIONS

Collection

Any costs arising from the Preliminaries and General Conditions not included in the rates under Section 4 Schedule of Works shall be included here. Specify which items are being priced.

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Page 1/6 Production of Risk Assessments in Clause 2.13a

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Preliminaries and General Conditions
Carried to Final Summary

£ _____

SECTION 2
DESIGN RISK ASSESSMENT

**COTTAM OPEN SPACE LANDSCAPE MANAGEMENT 2009 - 2011
NL292**

DESIGN RISK ASSESSMENT

for

**Homes and Communities Agency
Arpley House
110 Birchwood Boulevard
Birchwood
Warrington
Cheshire
WA3 7QH**

Document Reference:

17.04.09

Written: ALT	Checked: LD	Approved: LD
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Prepared by:

**TEP – The Environment Partnership
Genesis Centre
Birchwood Science Park
Warrington
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1.0 INTRODUCTION

1.1 Refer to Preliminaries for details of site location, site access and duration of the works.

Nature of the works

- 1.2 The works to be undertaken primarily comprise routine landscape maintenance operations including:
- Site Inspections
 - Cleansing
 - Grass cutting (formal amenity grass and meadow grass)
 - Hand weed and herbicide spraying to ornamental and herbaceous planting
 - Pruning of ornamental and herbaceous planting
 - Hedge cutting
 - Cleanse to bridges and boardwalks
- 1.3 Additional works that may be instructed during the contract period include:
- Supplying and spreading topsoil
 - Seeding
 - Planting (trees/shrubs)
 - Turfing
 - Mulching

Nature of the sites

1.4 Cottam is a suburb of Preston and this contract involves the management and cleansing of the landscaping and open space which is integral to this area.

Services

1.5 It is the contractor's responsibility to liaise with the statutory service providers as necessary for the location of services which may require to be verified for the safe execution of the works.

2.0 POTENTIAL RISKS IN CARRYING OUT THE WORKS

There are direct and indirect risks associated with carrying out the works.

Direct Risks

2.1 Direct risks are primarily those associated with the Contractor's workforce, although there is also potential risk to third party users of the site. There is therefore a potential direct risk to:

- the contractor's workforce engaged on the sites
- other contractors who may be working elsewhere within the site and using a shared access to the site
- the public and nearby residents

2.2 Potential direct risks for the Contractors workforce include:

- i. Injury by lifting, carrying and potentially dropping materials.
- ii. Injury from electricity cables
- iii. Injury through incorrect use of herbicides
- iv. Injury from carrying out grass cutting
- v. Injury/drowning from slips, trips or falls into water when working near to waterbodies, watercourses and ditches.
- vi. Infection of Leptospirosis (Weil's Disease) from rats' urine in waterbodies.
- vii. Injury from falling slates from buildings
- viii. Injury from asbestos on site
- ix. Injury from discarded needles or other dangerous debris on site

2.3 There is potential for the contractors workforce, other contractors and the general public to also incur:

- i. Conflict between people accessing the site and the movement of the machinery for the works undertaken by the Contractor.

Indirect Risks

2.4 Indirect risks affect third party users of the roads, residential properties and areas of land adjacent to the site whilst works are in progress.

2.5 Potential indirect risks include:

- i. Conflict between road users/pedestrians and plant and machinery gaining access to the site
- ii. Road accidents and skidding of vehicles resulting from material/mud being transferred onto adjacent roads by Contractor's plant and vehicles
- iii. Increased noise levels suffered by nearby residents

3.0 MEASURES TO BE TAKEN TO MINIMISE RISKS

Traffic Hazards

- 3.1 The risks to road users will be minimised by signage on the road perimeter, at the point of access for contractor's vehicles and a little way before to give advance warning to road users. There will also be signage installed on all footpaths and pedestrian entrance points into the site to warn users of the movement of contractor's vehicles during the site during implementation.
- 3.2 An unloading area will be created at an appropriate position so as to reduce the need for reversing or turning movements on the highway.
- 3.3 The risk of road accidents caused by skidding on mud from the Contractors plant will be minimised by the cleaning of vehicle wheels prior to accessing adjacent roads and the use of a sweeper vehicle on all roads adjacent to the site, if required.
- 3.4 In addition, pedestrians and cyclists will be warned of the proximity of excavations by means of warning signs clearly displayed on protective high visibility tapes.
- 3.5 The risks to users of any footpaths will be minimised by surrounding all areas of work adjacent to footpaths with high visibility tapes on metal pins.

Excavation and Construction Hazards

- 3.6 Adopting safe working practices, including the following will reduce the risks to the contractor's workforce:
- 3.7 Use of appropriate mechanical methods wherever possible, with machinery operated only by competent personnel aware of risks of traversing on side slopes and rough terrain. Where space, ground conditions or type of operation does not permit use of appropriate machinery, ensure that site workers are properly equipped and trained in alternative methods used.
- 3.8 All contractors and their employees should be made aware of the HSE's manual handling guidelines and should not be carrying materials individually that could cause serious injury if dropped. The working area should be cleared of potential trip hazards so as to limit the amount of obstacles to traverse whilst moving large objects.
- 3.9 The use of appropriate personal protective equipment by Contractor's personnel e.g. safety helmet, eye protection, ear defenders, safety boots, chainsaw mitts as required by the latest appropriate Approve Code of Practice.
- 3.10 The use of proper hygiene facilities and practices to avoid contamination or infection should be employed.
- 3.11 The risk to legitimate third party users of the site will be minimised by the erection and maintenance of clear warning signs displayed on protective fencing and high visibility tapes, and the maintenance of safe, clean road surfaces at all times during the works.

Design Risk Assessment

- 3.12 In order to reduce the amount of potential vandalism and theft from the site, the works shall be kept clean, tidy and secure outside working hours. No materials or tools shall be left unsecured.

Public Utilities

- 3.13 The contractor is required to traverse and operate in the vicinity of public utilities. The Contractor shall take appropriate exploratory, protection and detection measures and maintain them at all times during the works.

- 3.14 All services runs are to be marked on site in conjunction with the appropriate undertakers.

Herbicides

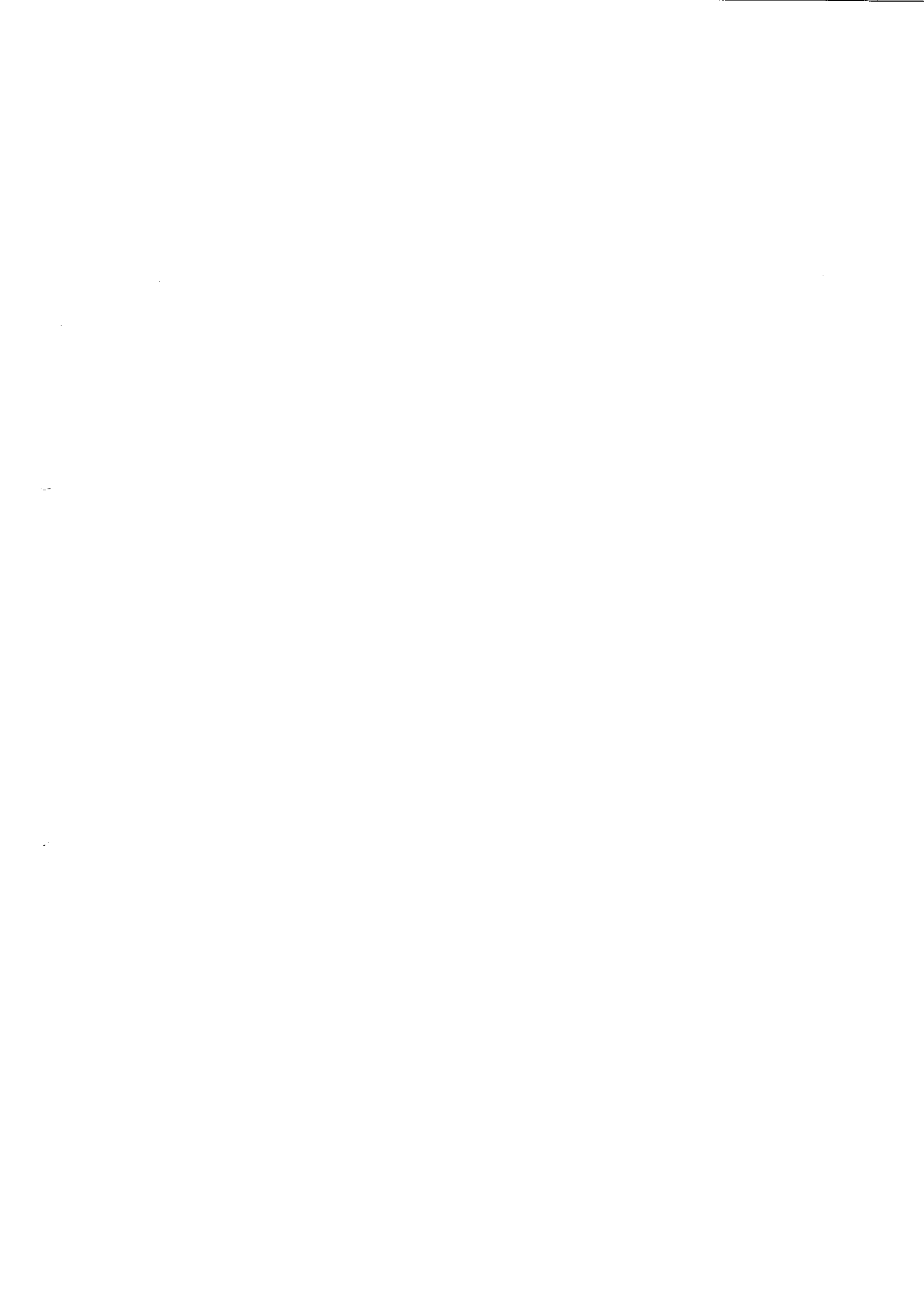
- 3.15 Direct risks to the Contractor's workforce will be minimised by the use of Personal Protective Equipment and only competent and certified personnel should undertake application of herbicides. The Contractor shall ensure that information signs inform the public when spraying is being undertaken during implementation and maintenance.

Traffic Hazards

- 3.16 The risks to road users will be minimised by the establishment and maintenance throughout the works of a traffic management system, including signage, to be fully compliant with all current Highway Authority and police regulations regarding traffic. Signage will be used to warn road users of the point of access for contractors vehicles. A banksman will be stationed at the roadside at all times when plant and machinery is gaining access to the site.

Trespassers and Malicious Damage/Theft

- 3.17 The Contractor will be responsible for ensuring the main access gates and security bollards are locked and in position at the end of the working day. The works shall be kept clean, tidy and secure outside working hours. No materials or tools shall be left unsecured.
- 3.18 The erection and maintenance of clear warning signs displayed on protective fencing at the main site entrance and also at the accesses points onto the site will warn potential trespassers.





Genesis Centre
Birchwood
Science Park
Warrington
WA3 7BH

Risk Assessment for Design

Project Title Cottam Open Space Landscape Management 2009 - 2011	Document Reference NGKGIPAT431.003 (NL292) Form U2-Designers Risk Asses Table.doc
Designer	

Project Description Landscape management.

Assessment by <i>Name</i> <i>Signature</i> <i>Date</i>	Reviewed by <i>Name</i> <i>Signature</i> <i>Date</i>
--	--

Client <i>Name: HCA</i> <i>Address:</i> Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington, WA3 7QH <i>Contact Name: Steve Mawdesley</i> <i>Tel: 01925 644660</i> <i>Fax: NA</i>	CDM Coordinator <i>Name: Jacobs</i> <i>Address:</i> Fairbairn House Ashton Lane Sale, Manchester, England M33 6WP <i>Contact Name: Mike Hodgkinson</i> <i>Tel: 0161 962 1214</i> <i>Fax: NA</i>
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Risk Assessment for Design

Site Wide Considerations									
Hazards and Associated Risks	People at risk*		Worst Case Outcome*				Probability *		
	Contractor	Public	Fatal	Major injury	Minor injury	Health risk	High	Medium	Low
Adjacent Watercourses									
Adjacent Structures									
Adjacent Railways									
Access to and around site									
Traffic Management									
Rights of way/Public access									
Restricted access									
Programme restrictions									
Environmental restrictions									
Climatic conditions									
Concurrent construction									
Occupied buildings									
Fire safety									



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Risk Assessment for Design

Services – New and existing									
Hazards and Associated Risks	People at risk*		Worst Case Outcome*				Probability*		
	Contractor	Public	Fatal	Major injury	Minor injury	Health risk	High	Medium	Low
Electricity buried/overhead									
Gas									
Water									
Telephone buried/overhead									
Fibre optics									
Pipelines/Fuel tanks									
Foul drainage									
Storm damage									
Steam									
Ionising/non-ionising radiation									
Maintenance/access									
Special construction techniques									

Construction Materials									
Hazards and Associated Risks	People at risk*		Worst Case Outcome*				Probability*		
	Contractor	Public	Fatal	Major injury	Minor injury	Health risk	High	Medium	Low
Flammable materials									
Harmful materials									
Irritant materials									
Fumes/dust									
Cement									



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Risk Assessment for Design

Ground Conditions									
Hazards and Associated Risks	People at risk*		Worst Case Outcome*				Probability *		
	Contractor	Public	Fatal	Major injury	Minor Injury	Health risk	High	Medium	Low
Contamination (on site/adjacent)									
Unstable ground									
Flammable/toxic/asphyxiant gases									
Underground tunnels/chambers									
High groundwater									
Buried obstructions									
Burial ground									



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Risk Assessment for Design

New and Existing Structures									
Hazards and Associated Risks	People at risk*		Worst Case Outcome*				Probability *		
	Contractor	Public	Fatal	Major injury	Minor injury	Health risk	High	Medium	Low
Asbestos/Hazardous materials									
Legionella									
Vermin									
Dangerous structures									
Confined spaces									
Temporary stability									
Fragile materials/glazing									
Work at height									
Scaffolding									
Lifting operations									
Deep excavations									
Special construction techniques									
Construction loads/erection									
Manual handling									
Hot work									
Maintenance									



SECTION 3
SPECIFICATION

A GENERAL

A.1 Notes on Drawing

The Contractor's attention is drawn to the specification notes included on detailed drawings which are to be read in conjunction with this Specification and included for in prices for the Works.

A.2 Materials and Workmanship

The Contractor shall provide at his own expense all materials, chemicals, matters and things of every description that may be required for properly executing this Contract whether specifically described or not.

The Contractor shall, if required, furnish the CA. with satisfactory evidence that materials are of the specification and quality specified and shall provide samples for approval and for testing by the CA. who shall have power to reject any materials which do not correspond with approved samples.

All materials shall be new unless otherwise specified.

Quality of workmanship shall conform with standards laid down in the current British Codes of Standard Practices and British Standards unless stated otherwise and to good constructional techniques.

All goods and materials shall be used in strict accordance with the instructions issued by the Manufacturers. All goods and materials shall conform with standards laid down in the current British Standard Codes of Practice and British Standards unless stated otherwise.

The Contractor shall not use any materials required for the permanent installation into the Works, as any temporary works.

Materials shall be ordered by the Contractor from the Contract Drawings and Specification and not directly from the Schedule of Works. The Contractor shall bring to the CA's attention any discrepancies between the documents prior to ordering.

The Contractor shall submit any certificates relating to the goods supplied for the Works as required by the CA.

A.3 Samples

The Contractor shall provide samples of proposed materials and workmanship as may be herein described in the Contract Documents and make all necessary allowances within the programme for time needed for submission and approval of such.

Approved samples shall be the standard for future deliveries and materials. Deliveries and materials, which in the opinion of the CA do not conform to the agreed standard shall be replaced at the Contractor's expense.

A.4 Protection

The Contractor shall protect the Works thoroughly and efficiently from inclement weather as far as practicable.

All work damaged or soiled by weather, traffic or other causes due to inadequate protection or mis-use shall be made good by the Contractor at his expense.

All materials and goods delivered to the site shall be protected from soiling or damage by the Contractor and conform to the requirements for storage laid down by the Manufacturers.

A.5 Water

Only water from the main or other sources approved by the CA shall be used. The Contractor shall supply sufficient water for all purposes, including watering during the maintenance period, and shall make his own arrangements for supply.

A.6 Machinery

The Contractor shall use machinery which is suitable for the site some areas of which may be low lying and subject to waterlogging. He shall minimise damage to the soil and formation and use tracked vehicles and machines wherever appropriate.

A.7 Method of Measurement

Where an operation takes place repetitively, the number of times each operation is required is shown as the Quantity. The measurement involved in each operation is shown in the Description.

For maintenance required to amounts other than the measured total the unit rate will be calculated as the price per total operation divided by the measurement of the total operation. Any adjustments to quantities subject to Clause 2.39 of the General Conditions will be calculated on a pro-rata basis without any compensation for reduction in scope of the Contract.

No adjustment will be made to the rates quoted for items which may be performed in disadvantageous circumstances, as these must be regarded as being offset by other items which may be performed in advantageous circumstances.

A.8 Frequency Schedules

Detailed Frequency Schedules are provided at the end of the Specification. The contract year is divided into thirteen four week periods. Each entry on the Frequency Schedule refers to a Schedule of Works item and its respective area for that operation. In addition each occasion upon which a task is to be undertaken is given a unique lettered reference to enable each occasion to be identified in the event of changes to programme or quantities.

Notes may indicate proportions of areas requiring treatment, guidance on additional specification requirements, or an indication of the areas of the Contract to which the operation refers. For 2009/2011 the fortnightly periods are as follows:-

Periods dates covering May 2009/March 2010 at Fortnightly Intervals		
Period	Fortnight commencing	Fortnight completing
	Monday	Sunday
1a	30/03/09	12/04/09
1b	13/04/09	26/04/09
2a	27/04/09	10/05/09
2b	11/05/09	24/05/09
3a	25/05/09	07/06/09
3b	08/06/09	21/06/09
4a	22/06/09	05/07/09
4b	06/07/09	19/07/09
5a	20/07/09	02/08/09
5b	03/08/09	16/08/09
6a	17/08/09	30/08/09
6b	31/08/09	13/09/09
7a	14/09/09	27/09/09
7b	28/09/09	11/10/09
8a	12/10/09	25/10/09
8b	26/10/09	08/11/09
9a	09/11/09	22/11/09
9b	23/11/09	06/12/09
10a	07/12/09	20/12/09
10b	21/12/09	03/01/10
11a	04/01/10	17/01/10
11b	18/01/10	31/01/10
12a	01/02/10	14/02/10
12b	15/02/10	28/02/10
13a	01/03/10	14/03/10
13b	15/03/10	28/03/10

Periods dates covering March 2010/March 2011 at Fortnightly Intervals		
Period	Fortnight commencing	Fortnight completing
	Monday	Sunday
1a	29/03/10	11/04/10
1b	12/04/10	25/04/10
2a	26/04/10	9/05/10
2b	10/05/10	23/05/10
3a	24/05/10	06/06/10
3b	07/06/10	20/06/10
4a	21/06/10	04/07/10
4b	05/07/10	18/07/10
5a	19/07/10	01/08/10
5b	02/08/10	15/08/10
6a	16/08/10	29/08/10
6b	30/08/10	12/09/10
7a	13/09/10	26/09/10
7b	27/09/10	10/10/10
8a	11/10/10	24/10/10
8b	25/10/10	07/11/10
9a	08/11/10	21/11/10
9b	22/11/10	05/12/10
10a	06/12/10	19/12/10
10b	20/12/10	02/01/10
11a	03/01/11	16/01/11
11b	17/01/11	30/01/11
12a	31/02/11	13/02/11
12b	14/02/11	27/02/11
13a	28/03/11	13/03/11
13b	14/03/11	27/03/11

B SITE INSPECTIONS AND REPORTS

B.1 Site Inspections - General

It should be noted by the Contractor that a high standard of site management is required, and close cooperation between the Contractor's site staff and the CA is essential to the operation of the Contract. The Contractor shall take a pro-active role in managing the site and this will take the form of a programme of inspections and preparation of reports by the Contractor. Reports shall be provided to the Employer to arrive no later than seven calendar days following the date of inspection. An example of a site inspection report is shown in Appendix B. The report shall also explain current works which may be underway and give deadlines for completion. Site management shall be determined from the contractor's expertise and in order to achieve the Landscape Management Objectives in B.9 below.

Site inspections shall be carried out by the Contractor's Foreman or Contract Manager who shall be approved by the CA and who shall produce a written report in a format agreed by the CA.

The Contractor shall produce a report that includes every site within the Contract area as evidence that he has inspected the sites in the detailed manner specified below. The sites are as indicated and number on the Area Schedule.

Superficial inspection from a distance is not acceptable and the contract area requires coverage by walking. The inspection shall be carried out independently of any routine maintenance works which may be in progress. The Contractor shall price the Site Inspection items allowing sufficient time for a Foreman or Contract Manager to inspect all the sites in detail.

B.2 Site Inspection - Initial

The Contractor shall carry out an initial inspection which shall include an Inventory of Hard Landscape Elements such as fencing and gates and return the Inventory to the CA within seven calendar days of the Initial Inspection.

The Contractor shall use the Inventory to check all the Hard Landscape Elements as part of every subsequent inspection.

B.3 Site Inspection – Fortnightly

Fortnightly inspections shall take place 26 times per year, and are to include inspections of all areas of general amenity grass, site boundaries, frontages, footpaths and roads.

B.4 Site Inspection – Four Weekly

Four weekly inspections are to take place 13 times per year and shall include inspections of all site boundaries, frontages, roads and footpaths. Inspections are to be carried out by the Contractor's foreman, or the contractor's contract manager who shall be approved by the CA and who shall produce a written report in a format agreed by CA.

Every second four weekly inspection is required to cover the complete area of the site excluding tenanted land.

The inspection shall be carried out independently of any routine maintenance works which may be in progress. The report shall also explain current works which may be underway and give deadlines for completion.

B.5 Site Inspection Bi-monthly (eight weekly)

Bi-monthly (eight weekly) cleansing shall take place 6 times per year and will cover the complete area of the site excluding tenanted land.

B.6 Site Reports

Reports shall indicate the following as a minimum:

- i) All matters relating to the operation of the Contract as described in the various sections of the Specification and recommendations for necessary works not already included within the Frequency Schedule.
- ii) Incidences of vandalism, flytipping, storm damage, disease or other site disturbance, indicating details of quantities, areas extent of works and costs which are necessary to rectify the problem.
- iii) Identification of any unsafe features which may pose a risk to Health and Safety of the public or the Contractor. The Contractor shall immediately undertake any protective or prevention measures as are appropriate and recommend permanent rectifying proposals.
- iv) Trespass, disturbance, damage, encroachment areas, interference by other contractors or third parties, together with details of damage and schedule of reinstatement works. Verification of site security, locks on gates, anti-gypsy mounds etc.
- v) Advance notice of recommended adjustments to Frequency Schedule, whether changes to timing, nature of works, or quantities of operations in Contractor's programme. The Contractor shall take account of the seasonal and weather conditions affecting the site in order to make recommendations on adjustments to Frequency Schedule.

- vi) Recommendations in order to achieve good horticultural, arboricultural and silvicultural practice.
- vii) Where areas are overrun and damaged by adjacent builders need. The Contractor will be expected to remove stray bricks and hardcore to enable grass to be cut as per the Frequency Schedule.

B.7 Play Area Inspections

Unless otherwise stated the Contractor should note that there will be a separate play area contract which will carry out routine inspections and annual inspections in accordance with RoSPA guidelines. This Contract will be responsible for the routine maintenance of the play areas. Inspections shall be undertaken by an appropriately qualified or experienced person, approved by the CA.

Separate reports are required for any play areas as indicated on the Frequency Schedules according to the report sheet format in this Specification. Play area inspections should be alternated with the general fortnightly site inspections.

The Contractor shall also include within this item for providing a play area report on routine basis and carrying out of any remedial works to make safe any dangerous items eg removal of item or fencing off the area. The Contractor shall advise the CA immediately if emergency repairs or temporary fencing have been undertaken.

B.8 Trouble Shooting on Site

The CA may instruct the Contractor to make ad hoc site visits at short notice to report on specific problems, for instance in response to complaints from the public. The Contractor shall respond to such instructions as quickly as possible within twenty four hours, depending on the nature of the problem.

These visits will be valued as dayworks.

B.9 Landscape Management Objectives

The Contractor shall assist the Employer in the cost effective development and management of safe, diverse and interesting landscape. All problems and damage which is evident on site shall be identified and described in detail in order that the Employer can give instructions for rectification at the earliest stage, as required above.

B.10 Weed Control and Vegetation Management

Ornamental shrubs and structure planting shall be maintained in clean ground, free from any weeds, including self sown willow, elder, sycamore.

All woodland planted areas and meadow and rough grass should be free of docks, thistle, willowherb, ragwort. Invasive growth of nettles, brambles, bracken in woodlands is not intended to be eradicated, but managed and controlled as appropriate for wildlife value. Annual and other low growing grasses and broadleaved plants should be encouraged. Semi-natural woodland herbs such as dogs mercury, bluebells, celandines, foxgloves and ferns must on no account be killed, and their spread should be encouraged. Any loss of these species arising from a lack of care by the Contractor shall be made good at his own expense.

Giant Hogweed (*Heracleum* spp) and Japanese knotweed (*Fallopia japonica*) are to be eliminated from all contract areas. The CA should be notified immediately should either of these plants be found on a site. Eradication methodologies for each of the plants must be approved by the CA before any works begin on site (Clause D.3).

Other smothering weeds such as bindweed and goosegrass in hedges should also be kept under control as well as brambles and elder.

B.11 Land Awaiting Development

Future development sites should be managed to keep the land open and prevent development of woody species by mowing according to frequencies indicated in the Frequency Schedule. As far as possible, the intention is to prevent development of habitats for protected species of plants and animals whilst keeping within the requirements of the Wildlife & Countryside Act 1981. The intention is to cut the grass as infrequently as possible, but at such frequencies and timing so as to minimise the production of cuttings and the risk of accidental or malicious fires.

Existing Established hedges and trees are to be retained in undamaged condition.

B.12 Sub-contracting for Site Inspections and Reports

The Contractor shall allow for adequate expertise and time to carry out the site inspections and reports, and shall be prepared to sub-contract these items as necessary.

If in the opinion of the CA this operation is not being undertaken in accordance with the Specification, the Contractor may be instructed by the CA to sub-contract this section of the work to an approved landscape consultant.

B.13 Summary of Contract Administration to be carried out by Contractor

	Timing	Contractor's responsibility
Conditions Clause 2.3:- Programme	Within 2 weeks of tender acceptance	Prepare Labour Return showing dates and staff for all activities described in Frequency Schedule.
Conditions Clause 2.27 Payment	End of every 4 weeks. To be submitted to CA within 7 calendar days.	Prepare valuation including day work sheets and invoice for work signed off as completed on the agreement and is sure of the valuation of the CA.
Specification Clause B1-B5 Site Inspection	As per frequency schedule	Carry out site inspection on foot to ensure compliance of site with Landscape Management objectives
Specification Clause B6 Site Report	As per frequency schedule To be submitted to CA within 7 calendar days of the date of inspection.	Please report detailing:- - proposed work additional to Frequency Schedule - adjustments to work in Frequency Schedule - other matters as described in B5.
Conditions Clause 2.27 Payment	Completion of contract	Prepare final valuation and invoice

D CLEANSING

C.1 All Soft Areas

Cleansing shall consist of the routine collection and removal to Contractor's tip of all litter and debris as described below. Litter shall include paper, wrapping material, glass, metal and plastic, with no lower size limit. Other debris shall consist of bricks (greater than ¼ brick size), stones (greater than 100 mm in any dimension), concrete, bottles, cans, tipped material, garden refuse (not including leaf litter), grass cuttings, all prunings, dead trees, small or broken furniture, household effects, dead animals, and any other materials whatsoever their composition and by whomsoever deposited, that the CA considers detrimental to the appearance of the site. Ponds, streams and ditches are included for cleansing at the same frequency as adjacent areas.

Dog faeces shall be cleared from grass areas by the Contractor. Litter and debris lodged in hedges, fences and trees shall be removed as part of the cleansing operation.

C.2 Hard Surfaced Areas

The Contractor shall routinely remove all items specified in Clause C.1 above and shall also remove by brush and shovel, dog faeces, soil and gravel washings, leaves, twigs and branches, from all blacktop and gravel paths and hard surfaces.

The Contractor shall routinely sweep all unadopted roads using appropriate methods as agreed with CA. All arisings to be removed from site.

C.3 Boardwalks

The Contractor shall routinely wash and sweep the boardwalks and bridges in the Contract. During the winter period November to March these works shall be carried out fortnightly, during the summer period April to October these works shall be carried out monthly. All arising to be removed from site.

C.4 Fly Tipping - All Areas

Fly tipped material is defined as any material or object of such weight or proportion that it cannot be removed by one cleansing operative, for instance, whole furniture, household appliances or tipping of bulk materials. Small amounts of builders' DIY refuse or glass of less than 0.1 cubic metre (approximating to 460 x 460 x 460mm) shall be included as normal cleansing.

Any fly tipped material deposited on site following approved completion of the initial cleansing shall be reported to the CA, prior to any action being taken.

Fly tipped material shall be removed from site by the Contractor if instructions are issued by the CA. The collection of fly tipped material will be carried out as part of the routine cleansing, the disposal of the material will be paid for separately, by volume. If skips are requested for removal of fly tipping they shall not remain in the vicinity of the site for more than twenty four hours. All fly tipped material is to be placed in the skips as soon as possible after its arrival on site. Any further skips required as a result of premature filling of the skip by other parties shall be provided at the Contractor's expense.

C.5 Play Areas

All play areas included in the Contract should be fully swept and all debris removed at each cleansing visit.

C.6 Ponds, Streams, Ditches

Ponds, streams and ditches shall be cleansed at the frequency indicated for adjacent areas. Where such a feature is marked as a boundary between two different frequencies, the feature shall be cleansed on the basis of the greater frequency.

All floating debris and any visible submerged debris, shall be cleansed at each visit.

C.7 Disposal of Material Arising

All material shall be removed off site, as it is collected. No bags or piles of loose collected material shall remain on site overnight. The Contractor shall dispose of all material arising at a registered tip in accordance with Clause 2.18, and shall allow for all transport costs.

C.8 Scavenging to Grass Areas

Scavenging and cleansing to grass is included on the total area, but during the grass cutting season (April to October) scavenging of grass areas is also to be carried out by the Contractor immediately prior to mowing. Grass cutting is carried out on an average 14 day cycle with meadow areas cut twice each year.

The Contractor's cleansing routine may be on a less or more frequent basis, all grass areas must be cleansed as specified.

C.9 Activities of Other Contractors

The Contractor shall report instances of other contractors not removing their own rubbish or arisings. The Contractor shall also advise the CA of occurrences of tipping associated with private gardens.

C.10 Wood Chippings

Where semi-mature planting areas have recently been thinned and the chipped prunings spread into the plantings, all chippings which find their way onto footpaths shall be swept up and returned to the planting areas by the Contractor and not removed from the site.

C.11 Schedule of Cleansing

Different frequencies are prescribed for the various areas of site which broadly reflect the rate of litter generated, or the nature of the location.

C.12 Frequency of Cleansing

The general frequencies are as stated in the Frequency Schedule.

Daily Cleansing shall take place on each working day Monday to Friday excluding Bank Holidays (250 times per year).

Weekly Cleansing shall take place 52 times per year.

Fortnightly Cleansing shall take place 26 times per year.

Four Weekly Cleansing shall take place 13 times per year.

Bi-monthly (eight weekly) Cleansing shall take place 7 times per year.

Edges of paths, site boundaries, or edges of grass and planting are used where appropriate to define the limit of the various frequencies. All reachable debris within at least one metre of the edge of a path or a grass area shall be removed on the basis of the higher frequency.

C.13 Narcotics, Solvents etc

Narcotic substances, solvents and associated equipment found in landscaped or play areas must not be touched or removed by the Contractor. The Contractor must immediately report his findings to the Police and also inform the CA of this action.

C.14 Protective Clothing

The nature of certain materials dumped in landscaped or play areas can be offensive and potentially injurious to health and welfare. The Contractor and any sub-contractor must provide suitable protective clothing for use by his site operatives.

Waterproof clothing must be provided for site staff for use during inclement weather.

D WEED CONTROL

D.1 All operations involving the use of herbicides shall be subject to the following conditions:

- i)** All herbicides and chemicals shall be approved by the CA and shall comply with the Control of Pesticides Regulations 1986 amendment 1997 (SI 1997/188) and its enabling legislation, the Food and Environment Protection Act 1985 (Part III) and any other relevant statutory requirements in force.
- ii)** The Contractor shall be responsible for the safe and proper storage and application of any herbicide he shall use and shall comply with all relevant legislation, Statutory Instruments and Codes of Practice. Herbicide and dye will not be left unattended unless placed in a secure, fixed, appropriately labelled, purpose built container or vault.
- iii)** In accordance with the Control of Pesticides Regulations 1986 all operators working with herbicides shall hold Certificates of Competence appropriate to the type of operation in progress or shall work under the direct and personal supervision of a holder of such a Certificate at all times. Not more than two non-certificated operatives shall work under the responsibility of a Certificate holder.

The Contractor is required to provide the CA with photocopies of the Certificates of Competence for any operator who will be applying herbicides and chemicals within the site contained in the Contract.

All persons employed on the handling and use of herbicides shall use the technical and engineering controls and wear the personal protective equipment identified in the assessment carried out under the COSHH Regulations 2002. The requirements of the Code of Practice for using Plant Protection Products 2005 as published by the Health and Safety Commission for HMSO shall also be followed.

- iv)** The Contractor shall supply approved signs stating "Herbicide Application in Progress". Sufficient signs will be erected by the Contractor before work commences to ensure that, as far as is reasonably practicable, members of the public are made aware that herbicide application is being, or is about to be, undertaken. All such signs shall remain in position throughout the operation and shall be removed immediately it has been completed.
- v)** The Contractor shall determine appropriate concentration of active ingredients and rates of application, in accordance with manufacturer's recommendations in order to achieve the intended result.

- vi) Any areas of weed surviving due to being missed during spraying, or inclement weather shall be re-treated by the Contractor at his own expense.
- vii) All bottles, tins, bags, wrappers or other form of container which have contained chemicals, shall when empty, be disposed of in a safe and proper manner.
- viii) Using a knapsack sprayer, the foliage and stems of the plant shall be sprayed to wetness (the point just before run-off) using an appropriate nozzle to give an even coverage of foliage and stems. All spray equipment shall be efficient, well maintained and free from leaks. Correct type and size of spray nozzles must be used appropriate to the chemical employed and the application. In situations where the targeting of the herbicide needs to be specific and not harm surrounding desirable vegetation species, a weed-wiper or weed-glove can be used to target individual plants.
- ix) Great care must be taken to ensure that no damage takes place to shrubs, trees, bulbs or other planted material or grass surfaces, whether owned by the Employer, residents, or other parties. To this end, maximum precautions shall be taken to obtain accurate placement of herbicides, avoiding drift, by use of spray shields, correct pressure and spray nozzles.
- x) Any plants or grass areas damaged during spraying operations shall be made good as directed by the CA to his entire satisfaction at the Contractor's expense.
- xi) Spraying must not take place during windy or otherwise unsuitable weather conditions. Particular care will be taken to avoid damaging species with green or otherwise sensitive bark.
- xii) The application of granular herbicide shall be made by means of an approved spreader.
- xiii) The use of marker dye may occasionally be required by the Employer. The CA will indicate his requirements where this applied. Where marker dye is used it shall be of a type that is compatible with the herbicide with which it is mixed.
- xiv) All users including the Contractor are required to keep records of what pesticide was used, how much, where and when, the operator's name, area sprayed, location, application rates and dilution, time, weather and confirmation that warning signs were posted, pesticides were returned to stores, the sprayer was cleaned and protective clothing washed. Some pesticide suppliers have ready made record sheets for their customers' use. It is advisable to retain these records for at least three years. The Code of

Practice for Using Plant Protection Products 2005 also incorporates the "Code of Practice for the use of Approved Pesticides in Amenity Area" and the "Code of Practice on the Agricultural and Horticultural Use of Pesticides". The Contractor is to provide the CA with a signed copy of his record sheets at the same time as the application for payment which covers the herbicide application.

D.2 Selected Herbicides

i) Residual Herbicide

The residual herbicide shall be Propyzamide applied in the period November December.

ii) Granular Herbicide

Granular herbicide shall be Dichlobenil applied in February to established plantations and non-crop situations such as fence lines, and lenacil for shrub or herbaceous bed treatment. Such herbicide shall be applied by an approved distributor and using care to ensure that the chemical is applied evenly at the accurate dosage with no spread on to adjacent untreated areas. To avoid damage to plants and grass the chemical shall not be applied in windy conditions or whilst plant leaves are wet following rainfall. Trees and shrubs should be agitated lightly following application to ensure any granules are dislodged.

iii) Selective Herbicide

Areas of meadow or rough grass shall be walked through and selected weeds spot-treated with 2, 4-D + picloram during periods of active growth. The weeds to be treated include the following, the precise species to be treated as instructed by the Contract Administrator:

Docks, Nettles, Ragwort, Thistles, Willowherb

The Contractor shall apply mecoprop at the manufacturer's recommended rates to clover infestations in general amenity grass swards, as a total area spray.

The Contractor shall apply combined dicamba and MCPA and mecoprop to broadleaved weeds, during April to October as a total spray to amenity grass swards or fine turf areas, during periods of active growth.

In the event of only partial (spot) treatment with the two previous selective herbicides, the Contractor shall agree with the CA in advance of the operation, the percentage of the area to be treated.

iv) Wetting Agent (Adjuvants)

A wetting agent when required shall be added to all herbicide solutions in accordance with recommended conditions of use.

- v) **Contact Herbicide**
The contact herbicide shall be an approved 'Paraquat/Diquat' types or glufosinate-ammonium.
- vi) **Translocated Herbicide**
Translocated Herbicide shall be:

Glyphosate applied to both grass and broadleaved weeds, during periods of active growth.

In all cases every precaution shall be taken to avoid herbicide contact with desired species.
- vii) **Stump Treatment**
Stump treatment shall be achieved by scarring the bark or cambium over 50% of the surface of the stump with a chainsaw or billhook. Many willows have multi-stemmed stumps, and all stumps shall be treated to ensure total kill.

The stumps and, where required, the cut stems of bramble shall be treated with brushwood killer, using formulations containing triclopyr applied in dilution and sprayed to saturation over the whole stump or stem immediately after felling and immediately after exposure of the cambium. The Contractor shall ensure that plants to be retained are not affected by the treatment.
- viii) **Herbicide to Paved Areas**
When indicated on the Frequency Schedule the Contractor shall apply diuron + paraquat to paths and paved areas, fence lines and other unplanted areas to prevent growth of weeds.

D.3 Treatment of Japanese Knotweed

Where Japanese knotweed is identified on site one of the following control strategies will be undertaken. The type of control strategy to be undertaken will be determined by the CA and is dependant upon the current or future usage of the site, timescale of proposed development of the site, existence of water bodies and presence of livestock.

- i) **Clearance of Japanese knotweed**
Where specified, before or after spraying, cut Japanese knotweed within 100-150mm of ground level using strimmers, hand tools or mechanical mowers. Cut stems can then be retained in situ where they will be treated with subsequent herbicide control.

If specified, arisings of cut Japanese knotweed may alternatively be disposed of by one of the following methods. None of the following options for disposal of arisings contaminated with

Japanese knotweed will be undertaken without previous instruction and all works will be supervised by an ecologist.

ii) **On site burial**

On site burial should not be undertaken without prior approval from the CA. Material contaminated with Japanese knotweed to be disposed of by on-site burial must be deposited 3metres below ground level. Once safely deposited at a depth of 3m, a clay or geo-textile cap is to be used as an additional protective measure before backfilling.

iii) **Removal to landfill**

All contaminated material shall be loaded directly onto wagons for removal to a licensed landfill. Before leaving site, the wagons shall be sealed using tarpaulin covers. The contractor shall provide all tip weighbridge receipts for the attention of the Employer. At the end of each working day all machines used for excavation will be brushed clean to ensure that no soil leaves the site.

If required, a representative of the Employer will note the time of departure and registration of each wagon for checking against authentic tip weighbridge receipts in order to demonstrate that the material has been removed in accordance with the EPA (Duty of Care) Regulations 1991.

High costs are generally associated with off-site disposal. It is advisable to check with the relevant landfill operators as some may not be willing to accept Japanese knotweed contaminated material. As the material is classed as a controlled waste, all producers, carriers and disposers of waste must be in possession of relevant licences. Material must be appropriately covered during transit in order to minimise additional contamination.

iv) **Non-persistent herbicide containing Glyphosate only.**

This control strategy is to be used on areas within the vicinity of waterbodies, areas or vegetation to be killed as spot treatment within vegetation to be retained. The contractor must obtain a licence from the Environment Agency for works within close proximity to waterbodies.

Three glyphosate applications are to be undertaken at a minimum of six weekly intervals between May and September (i.e. in May, July and September) or as instructed by CA.

Application is to be undertaken as a foliar spray when shoots have fully open leaves and are in active growth. The spray must not be permitted to contact desirable plants. Where Japanese knotweed is within vegetation to be retained or where small amounts of re-growth are present, spot application of glyphosate using a suitable method is to be substituted. In some areas, specialised application

methods such as telescopic lances may be required to achieve good spray coverage. Where spraying of flowering Japanese knotweed is required spraying should be undertaken in late evening.

If Japanese knotweed vegetation is over approximately 1.5m tall, or obscured by tall dead stems making a thorough application impossible, vegetation is to be cut prior to herbicide application and left in situ. The Glyphosate is then to be applied after regrowth of shoots has established fully open leaves.

Once vegetation has died back fully, and no later than the first emergence of new shoots, standing vegetation is to be cut and retained in situ, to be treated again by subsequent herbicide application.

v) **Persistent herbicide containing picloram.**

The treatment will consist of two glyphosate applications and one picloram application per year.

This strategy should not be used on land intended for broadleaved planting within 2 years, close to watercourses and waterbodies, on areas of nature conservation value or within close proximity to public access.

Two glyphosate applications are to be undertaken at a minimum of six weekly intervals between May and August or as instructed by CA. Applications are to be undertaken as specified in D.3(iv) above.

Picloram applications will be undertaken in late September/early October or as instructed by CA, when it is to be applied as a foliar spray. Picloram treatment must not exceed one application per year and must not be applied around desirable trees or shrubs where roots may absorb the chemical. It should also not be applied on slopes where the chemical may leach onto areas of desirable vegetation.

If Japanese knotweed vegetation is over approximately 1.5m tall, or obscured by tall dead stems making a thorough application impossible, vegetation is to be cut prior to herbicide application and left in situ. The herbicide is then to be applied after regrowth of shoots has established fully open leaves.

D.4 Treatment of Ragwort

When instructed by the CA Ragwort (*Senecio jacobae*) shall be treated by means of herbicide application or hand pulling as appropriate. The method of control shall be approved by the CA.

Protective clothing must be worn by any person handling ragwort (e.g. gloves, long sleeves and a mask) for whichever method of control is used.

i) **Pulling/Digging**

Pulling/Digging shall be used when appropriate, i.e. when the plant is immature (seedling or rosette) and after rainfall when the ground is soft (spring). Operations will be carried out annually and must be undertaken before flowering has completed.

The operations shall remove as much of the root as possible as ragwort can re-generate like docks from root fragments left behind in the soil. Tools such as 'Rag Fork' or similar can be used or alternatively, a tractor-mounted mechanical puller may be used as appropriate to the site.

ii) **Herbicide application**

Where suitable due to the size of the area to be treated, the density of infestation, gradient and ground surface, ragwort shall be treated using glyphosate.

Applications shall either be spot-treatment (with a knapsack sprayer), hand held or tractor mounted weed-wipers, which may be used when the ragwort has reached a height above the surrounding non-target vegetation.

When hand spraying, a guard shall be fixed to the sprayer to avoid chemical drift. Spraying shall be undertaken during suitable weather conditions only (e.g. not on very calm warm days or during strong wind).

Herbicide applications will be undertaken in May prior to undertaking any grass cuts and a second application undertaken in August as required and agreed with the CA.

iii) **Cutting**

Control of ragwort by cutting will generally not be permitted as it encourages more vigorous re-growth. Where cutting is required in an emergency situation to prevent re-seeding, cutting operations must be approved by the CA.

D.5 Handweed

Handweeding shall be carried out as indicated on the Frequency Schedule and all weeds shall be removed including their roots. Care shall be taken not to damage the shrubs and all arisings shall be removed from site.

D.6 Handweed and spray

Where indicated in the schedule handweeding shall be carried out together with treatment by translocated herbicide. Care shall be taken not to damage the shrubs and all arisings shall be removed from site.

D.7 Bridle Routes

The surface of bridle routes which are dressed with woodchip or forest bark or sand shall be harrowed to a depth of 50 mm to aerate the material. This operation should be carried out using tractor-mounted machinery. The Contractor shall allow for removing all displaced surface material from adjoining paved areas, grass or planted areas and the spreading of the surface material on the bridle route so as to produce a level finish.

D.8 Bridle Route Surfacing

Woodchips shall be purchased from either of the following sources (unless agreed otherwise in writing by the CA);

“Hardwood Chips” from:

Woodgrow Horticulture Ltd

Oak Dale House

84 Burton Road

Findern

Derby, DE6 6BE

Tel: 01332 516392 or fax 01332 511481

or

“Equichip” softwood chips from:

Melcourt Industries Ltd

Eight Bells House

Tetbury

Gloucestershire

GL8 8JG

Tel: 01666 502711 or fax 01666 504398

E GRASS MAINTENANCE

E.1 Grass Cutting

The Contractor shall carry out all necessary preliminary inspections of the areas to be cut on each occasion and remove isolated items of obstruction which might damage plant or create a possible hazard to persons or property and carry out a litter picking operation prior to each cut (see Specification clause C.8).

All grassed areas shall be mowed with appropriate machines to produce a standard of finish in keeping with the particular use of the area.

All machinery shall be fitted with approved safety guards and the Contractor shall be liable for and shall hold the Employer fully indemnified against all claims for damages, costs or other demands in respect of any damage to either person or property caused by or due to "flying stones" or any other reason during grass cutting operations.

Cutters to all mowers shall be sharp, properly set and cut the sward cleanly and evenly. Mowers should have their height of cut so adjusted that at no time does "scalping" take place.

The Contractor shall make good any damage caused to existing grass swards on the site as a result of the Contractor's operations. The reinstatement of the grass shall be to the satisfaction of the CA and entirely at the Contractor's expense.

E.2 Cutting of Weekly Grass Areas

The weekly grass areas shall be cut on a seven day average basis to a height of 35mm and no raking of cuttings shall be necessary. If the Contractor delays contacting the CA and advising of the need for adjustment to the programme or delays in the completion of the cutting, the CA may instruct the Contractor to rake off the cuttings after completion of the cut, entirely at the Contractor's expense.

Grass against walls and fences, around trees, lamp columns and other street furniture and in corners inaccessible to the normal mowers shall be controlled by strimming to give a treated area 225 mm (9") wide around such obstructions, or alternatively controlled by chemical herbicides if approved by CA. This operation is to be allowed for in the grass cutting rates.

Grass clippings shall be spread out evenly to prevent damage to the grass beneath. Grass clippings should not be allowed to lie on paths, roads, drives and the like but should be scattered evenly on adjoining grass areas at the end of each day's work.

E.3 Cutting of General Amenity Grass

The 'short' grass shall be cut on a fortnightly average basis to a height of 35 mm and no raking of cuttings shall be necessary. If the Contractor delays contacting the CA and advising of the need for adjustment to the programme or delays in the completion of the cutting, the CA may instruct the Contractor to rake off the cuttings after completion of the cut, entirely at the Contractor's expense.

Grass against walls and fences, around trees, lamp columns and other street furniture and in corners inaccessible to the normal mowers shall be controlled by strimming to give a treated area 225 mm (9") wide around such obstructions, or alternatively controlled by chemical herbicides if approved by CA. This operation is to be allowed for in the grass cutting rates.

Grass clippings shall be spread out evenly to prevent damage to the grass beneath. Grass clippings should not be allowed to lie on paths, roads, drives and the like but should be scattered evenly on adjoining grass areas at the end of each day's work.

E.4 Bulbs in Grass

Where Crocus, Daffodils or Narcissus bulbs are planted in grass their leaves should not be mowed off until the leaves have died down, which is usually by the end of June. All the resulting material is to be raked off and removed off site as per the specification for Meadow Grass (E.7). Subsequent to this initial grass cut the areas are to be included in the appropriate adjacent grass regime for the remainder of the season.

E.5 Edging

Where this operation is indicated on the Frequency Schedule the margins of grass areas shall be trimmed with a half-moon edging iron, or mechanical equivalent, to clean straight lines or smooth curves.

Where this operation is required to the paved margins of grass areas, the soil shall not be drawn back as this operation is merely to redefine the hard edge. All arisings, including any soil and vegetation growing on the hard surface shall be removed off site.

E.6 Fertiliser to Existing Grass Swards

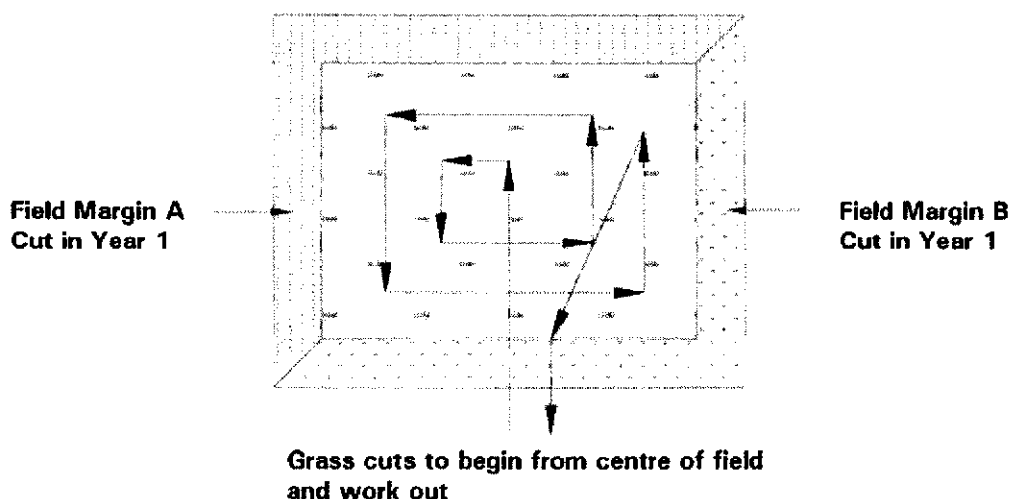
The fertilisers to existing grass swards will be as follows:

Slow-release - Miracle Professional 'Longlife Sportsfield' (11:6:9 NPK) applied in accordance with the manufacturer's instructions.

Any alternative fertiliser is to be approved by the CA prior to the application.

E.7 Grass Cutting: Four Weekly Cuts; Long Grass

Where possible (i.e. where the grass area is more than 3000m² and roughly rectangular) grass should be cut from the centre outwards (see diagram below) rather than cut from the perimeters into the centre which may trap wildlife in the centre of the area. Where shapes are more awkward mowing should work from one side of the area to the other as agreed with the Contract Administrator.



A field margin should be retained of at least 3m around the field boundary, which should be cut in September only. Field margins should not be cut at the same time (i.e. cut on rotation, one half per year (see above)).

i) Monthly Grass Cut Areas (Refer to diagram above)

The Contractor should note that site security mounds around the development sites are to be maintained on a four weekly basis. The sward shall be cut evenly to a height of 100mm high with the cuttings dispersed evenly. The Contractor shall allow for scavenging the areas at the same time, so as to leave the ground in a clean and litter-free condition. If the Contractor delays cutting operations so that a large quantity of cuttings arise, then the CA may instruct removal of cuttings at the Contractor's expense.

ii) Cutting of Long Grass (Refer to diagram above)

Where indicated on the Frequency Schedule, long grass areas shall be cut to 100 mm high using a rotary cutter, flail or forage harvester and the cuttings dispersed evenly or removed from site as specified in the Frequency Schedule. Large accumulations of cuttings are to be dispersed after cutting. The Contractor shall allow for scavenging the areas at the same time, so as to leave the ground in a clean and litter-free condition. If the Contractor delays cutting operations so that a large quantity of cuttings arise, then

the CA may instruct removal of cuttings at the Contractor's expense.

The Contractor shall allow in his rates for carrying out any follow up work necessary to complete cutting after the use of agricultural machinery, (including any areas too small, too steep or around obstacles). The contractor's attention is drawn particularly to grass flattened by wheels, and not cut by the machinery used.

There should be no cuts in April & August wherever possible. If cuts are required for health and safety reasons ensure no cutting is undertaken between 1st April and 31st May.

The Contractor shall allow in his rates for the cutting of small areas of newly established scrub and brambles within the long grass areas.

The number of cuts shall be as per the Frequency Schedule. This will usually be 1, 2, 3 or 4 cuts per annum.

Where ragwort is present within the grass sward, the contractor shall allow for disposal of arisings by alternative means ensuring that there is no possibility of the arisings becoming accessible to livestock. Dead or wilted ragwort is more palatable and will be eaten more readily by livestock.

The Contractor shall allow in his rates for any necessary works required in order to gain access to development land where this is protected by anti-traveller mounds or trenches, or fencing. At the end of each day these features shall be reinstated. The Contractor shall make his own assessment of the sites which require such works.

All grass cuts must be started and completed during the appropriate four week period as identified in the Detailed Frequency Schedule.

The Contractor must complete all the mowing of any one plot within a seven day period. Where sub-contractors are used the Contractor will be responsible for completing the mowing of any uncut areas within this seven day period.

E.8 Long Grass: Problem Areas

Most long grass areas are readily accessible but the Contractor's attention is drawn to a number of areas where mowing is not straightforward. These may be summarised as: fly tipping areas, uneven long grass, soil mounds and working areas associated with adjacent contractors. These areas are included within the overall measures and the Contractor shall allow for alternative treatments such as herbicide or strimming to such areas where other machinery is not able to achieve the specified cutting.

E.9 Uneven Long Grass

The Contractor is expected to strim rough headlands adjacent to fences and walls where shown as rough grass areas on the Contract Drawings. This strimming is to be carried out at the same time as general rough grass cutting. No separate schedule item is listed for such works to uneven ground and the rates for general long grass cutting must allow for this operation. Grass should be cut as close as possible to hedges.

E.10 Great Crested Newt Areas

Where Great Crested Newts have been identified, only one cut is to be undertaken per year. When indicated in the Frequency Schedule, the grass should be cut to a height of 150mm, using appropriate machinery.

E.11 Soil Mounds

In certain areas mounds of soil occupying rough grass areas are not shown on the Contract Drawings, these mounds shall be cut using hand held trimmers or other necessary equipment at the same frequency and flat ground.

E.12 Grass under Hedges

Long grass under spread of hedges need not be cut; directions may be given if required.

E.13 Strimming

Hand-held mechanical cutters may be used where meadow grass or rough grass areas are inaccessible to vehicles or wheeled mowers; or are too steep, too small, too uneven or obstructed to be cut using other machines. The grass shall be strimmed to an even height to conform to the surrounding grassland management regime and the Contractor shall disperse all arisings evenly across the sward.

In wetland areas, where conservation is of prime importance, the Contractor shall strim to an even height of 100 mm above ground or water level all vegetation and rake-off and remove arisings off site. This operation will normally take place during September and remove the full season's growth.

E.14 Rough grass with regenerating shrub vegetation

When instructed, rough grass with regenerating scrub (brambles, tree saplings etc) shall be cut using brush cutters and trimmers. Arisings shall be either collected and retained on site as habitat piles or removed from site as per the Frequency Schedule/Landscape Architects Instruction.

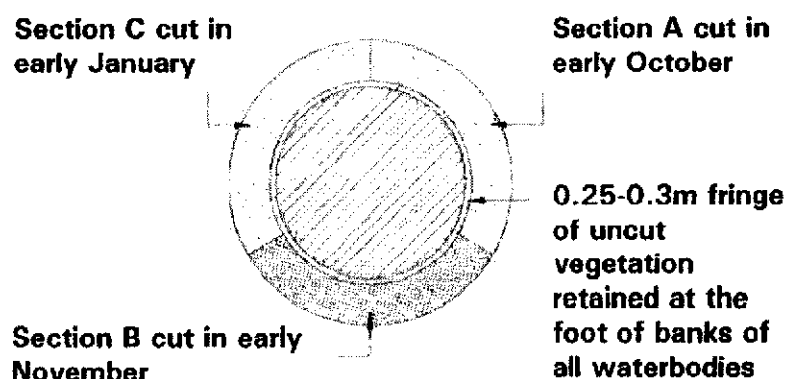
E.15 Cutting of Banks of Waterbodies and ditches

Formal Waterbodies should be cut over three six week periods and Informal Waterbodies are cut on a 3-year cycle, as indicated in the Schedule of Works.

i) Formal Waterbodies and ditches (Refer to diagram below)

When cutting the banks of formal waterbodies and ditches:

- * A 0.25-0.3m fringe of uncut vegetation is to be retained at the foot of all ponds, streams or ditches.
- * Bankside vegetation is to be cut only between October and February to a height of 150mm, using a reciprocating cutter-bar or rotary cutter or strimmer.
- * Bankside vegetation should not be cut all at once but programmed over three six week periods. i.e. Divided into either 3 or 6 sections and cut as indicated below.
- * All cuttings are to be removed.

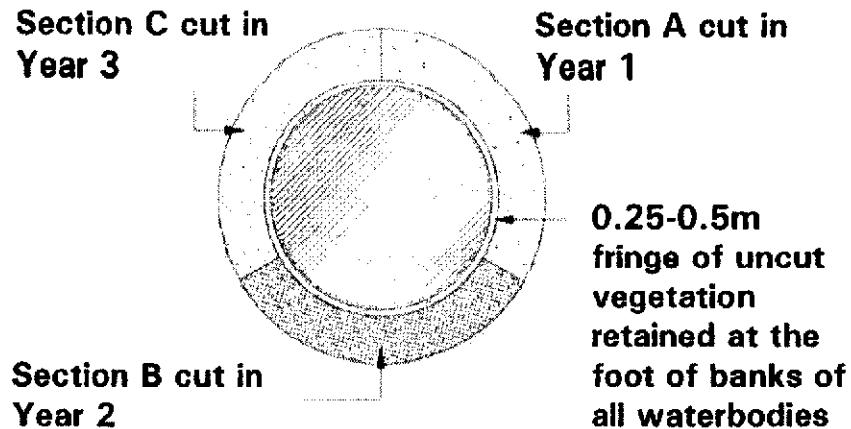


ii) Informal Waterbodies and ditches (Refer to diagram below)

When cutting the banks of informal waterbodies and ditches:

- * A 0.25-0.5m fringe of uncut vegetation to be retained at the foot of all ponds, streams or ditches.
- * Bankside vegetation is to be cut only between October and February to a height of 150mm, using a reciprocating cutter-bar or rotary cutter or strimmer.
- * Bankside vegetation should not be cut all at once but sections cut on an annual rotation, programmed over three years. i.e. Divided into either 3 or 6 sections and cut as indicated below.

- * All cuttings are to be removed.



E.16 Reinstatement of Worn Grass Areas

The Contractor shall provide and spread good quality top soil in accordance with Clause 1.2 as instructed by CA and where deep rutting is evident.

The Contractor shall lightly fork over damaged grass surfaces (less than 10 m²) or use a pedestrian operated rotavator (areas over 10 m²) and cultivate to a depth of 50 mm. The Contractor shall grade out to existing levels and remove all large stones, rake to obtain tilth suitable for seed sowing, apply grass seed evenly by hand at the rate of 50g per m² and lightly rake in. The surface shall be consolidated by use of a light roller.

The Contractor shall supply and sow good quality amenity grass seed mixtures, usually BSH A4, unless instructed otherwise by the CA.

E.17 Preparation for Seeding

The Contractor shall arrange levels to give gentle falls for drainage and to avoid ponding hollows: where finished levels are not given, the levels shall be such that the finished surface will be a smooth even fall, (or gently rolling curve if shown) between the finished levels on the boundaries of the areas, as directed on site.

E.18 Pre-seeding Fertiliser

Fertiliser for general grass areas shall, unless agreed otherwise by the CA, be pre-seeding fertiliser British Seed Houses No. 1, 6:9:6 (N:P:K), applied in accordance with the manufacturer's instructions.

E.19 Seed Mix

The Contractor shall supply seed mix A4 by British Seed Houses Ltd, Camp Road, Witham St Hughes, Lincoln LN6 9QJ or other comparable good quality amenity grass seed mixture which shall be approved by the CA. The Contractor is to supply the CA with the seed certificates which are attached to the seed bags for approval prior to sowing.

Seed is to be sown in accordance with the suppliers instructions unless otherwise directed, in two equal applications over the areas in transverse directions to ensure an even distribution of seed. Seed shall then to be raked or harrowed-in evenly over the areas. The Contractor shall allow for making up levels in any areas of settlement and re-seeding to reinstate the areas.

E.20 Seeding Period

All areas shall be seeded in the period Mid-April to the end of May, and mid-August to end of September. For Fescue-based seed mixtures, the autumn sowing shall be completed by mid-September. Specific approval of the CA shall be obtained before seeding outside this period.

E.21 Turfing

The Contractor shall supply turf, which complies with the recommendations of BS 3969 (1990), and shall submit samples (minimum size 1 m²) for the approval of the CA prior to laying.

E.22 Laying Turf

Turfing operations shall comply with BS 4428:1989 unless indicated by the CA. Turf shall be free from undesirable grasses and weeds. Areas to be turfed shall be prepared as for seeding, allowance being made for the thickness of the turf. Stacks of turf shall not exceed 1 m in height, stacked soil-to-soil, and shall not stand longer than 5 days. Access to turf-laying operations shall be over newly laid turf by means of adequate planked runs. Pre-turfing fertiliser shall, unless otherwise agreed by the CA, be British Seed Houses No.1 6:9:6 (N:P:K) applied in accordance with the manufacturer's instructions. Turf shall be laid to stretcher bond. Deviations from the specified levels shall be adjusted by making up levels with fine soil, or by lifting and raking out surplus soil. Turf shall not be firmed by use of beaters or heavy rollers. Subsequent to laying, turf shall be top-dressed with dry, sifted topsoil, brushed well into joints. Turf shall not be laid in very dry or frosty weather. Turf on slopes shall be secured with galvanised wire pins, U-shaped, 200 mm x 4 mm diameter. Edges to turf shall be laid with whole turves.

E.23 CRICKET SQUARES

i) Squaring Off

When agreed with the CA, at the commencement of the season, the cricket square shall be "squared off" and corner pegs placed in

position at the corners. The Contractor shall allow for this operation in the rates for mowing.

ii) **Mowing**

When indicated in the Frequency Schedule, the Contractor shall cut the grass with a 500 mm (20") to 900 mm (36") pedestrian operated cylinder mower, having no less than 8 cutting blades on the cylinder set to a cutting height of 25 mm. Cuttings shall be boxed off and removed off site. Passes shall be at 45 degrees to the side of the square.

iii) **Scarification**

When indicated in the Frequency Schedule, the square shall be scarified square with 2 passes of a Sisis Auto Rotorake or other approved pedestrian motorised machine, set to operate above soil profile, to remove thatch and dead matter. Arisings shall be boxed off and removed off site.

iv) **Re-Mowing**

Following the scarification the Contractor shall re-cut the grass with a 500 mm (20") to 900 mm (36") pedestrian operated cylinder mower, having no less than 8 cutting blades on the cylinder set to a cutting height of 25 mm. Cuttings must be boxed off and removed off site. Passes shall be at 45 degrees to sides of square.

v) **Rolling**

When indicated in the Frequency Schedule, the square shall be rolled with a hand or self-propelled mower in 2 directions at right angles ensuring overlapping of passes, in order to achieve a firm, true and safe surface.

vi) **Fertilising**

When indicated in the Frequency Schedule, the Contractor shall apply, using cyclone spreader, or other method, to be approved by the Contract Administrator a spring/summer fine turf fertiliser known as Miracle Professional 'Longlife Sportsfield' 11:6:9 (N:P:K) (unless otherwise agreed in writing by the CA) which shall be applied in accordance with the manufacturer's instructions.

E.29 CRICKET OUTFIELD

vii) **Mowing**

When indicated in the Frequency Schedule, during the period April to October, the Contractor shall mow at weekly intervals with a cylinder mower, at a cutting height of 25 mm.

F ORNAMENTAL SHRUB AND STRUCTURE PLANTING

F.1 General Maintenance

- a) a) The Frequency Schedule indicates the operations intended for ground maintenance within planted areas. The Contractor shall monitor the effectiveness of treatments, according to the nature of ground, and planting type, season and other criteria and make recommendations for any adjustments to works indicated in the Frequency Schedule.
- b) b) Care must be taken to avoid damage to, or disturbance of the roots of the planted material if and when hand pulling, hoeing or mechanical weed control measures are used. Hand weeding shall not take place in conditions of severe frost or drought.
- c) c) All weeds, dead plants and debris resulting from a hand weeding operation shall be gathered up, collected and removed from site as the work proceeds. Adjacent paths or other surfaces shall be swept clean as the work proceeds.
- d) d) Herbicide treatments shall be in accordance with the requirements of Clause D of this Specification.

F.2 Maintenance of Planting within Establishment Phase

When indicated in the Frequency Schedule, the Contractor shall apply during January or February an approved residual herbicide to all planting within establishment phase.

During the growing season the Contractor shall carry out a combined handweed and translocated herbicide application as indicated in the Frequency Schedule.

F.3 Strimming to Planted Areas

When instructed, the Contractor shall trim all unwanted vegetation within planted areas to an even height of 50 mm. The Contractor shall allow in his rates for strimming around plants which are spaced at a minimum of 1 metre centres. Any damage caused to plants as a result of the strimming shall be made good to the satisfaction of the CA entirely at the Contractor's expense. This includes any damage to the bark of trees and shrubs and to desirable retained herbaceous plants. Unless described otherwise in Schedule of Works all arisings shall be dispersed.

Any strimming to planting areas which is instructed by the CA as a result of a delay in herbicide application shall be carried out at the Contractor's own expense.

F.4 Pruning

- a) For the purposes of this Contract the operations of pruning are restricted to normal 'summer' pruning to meet the objectives defined below. Unless indicated in the Frequency Schedule, heavy 'winter' pruning such as coppicing, is not included as routine work, but may be instructed separately as site conditions and growth rates dictate.
- b) Routine annual pruning of the previous year's growth, of scheduled trees and shrubs shall be carried out, as indicated in the Frequency Schedule, in order to attain the following objectives:
 - i) To prevent obstruction of sight lines at traffic corners and junctions.
 - ii) To prevent encroachment on roads, paths, walkways and traffic signs/lights.
 - iii) To prevent obstruction of light to windows of buildings.
- c) The pruning of all plants shall be carried out in order to attain the following objectives:
 - i) To promote new growth.
 - ii) To increase the potential for future flowering/fruiting.
 - iii) To avoid undue damage to adjacent plants and maintain the balance of species.
- d) Pruning shall be carried out by skilled labour using reciprocating cutters, or other approved equipment. All cut faces of branches or stems shall be clean and undamaged.
- e) All arisings from pruning, dead plants and other debris shall be gathered up, collected and removed off site.

F.5 Unless indicated otherwise in the Frequency Schedule the following two Clauses refer to 'Additional works'.

- i) During winter certain shrub species as directed by the CA shall be cleanly cut hard back (coppiced) to a height of approximately 100-400 mm according to species to promote bottom growth and prevent them attaining excessive height. Cuts shall be undertaken in such a way so as to retain form and not undertaken to a uniform height.

- ii) Where pruning or coppicing works involve cutting back further than the current years growth, these works should be undertaken between late November to February. No heavy pruning or coppicing works should be undertaken between the end of February and end of September. Where works are required during this period due to hazard management or amenity reasons a visual assessment should be undertaken to confirm that there is no risk of disturbing breeding birds.
- iii) All prunings and debris shall be collected and removed off site or chipped and blown back onto shrub beds as mulch. The sites chosen for mulching must be agreed with the CA in advance of the chipping operations.
- iv) Additional works will be by quotation or valued on the basis of Dayworks plus any waste disposal charges levied on the Contractor at the registered tip.
- v) Certain species of winter flowering shrubs will require pruning during spring and this will be as directed by the Contract Administrator. Unless indicated otherwise in the Frequency Schedule, such pruning will be treated as Additional Works and will be based on quotations or valued on the basis of Dayworks plus any waste disposal charges levied on the Contractor at the registered tip.

F6 Ornamental Grasses

Ornamental grasses shall be hand cut during January as required in order to clear dead vegetation, and promote healthy re-growth. Care must be taken not to damage new growth. All arisings shall be collected and removed from site.

G HEDGE MAINTENANCE

G.1 Hedge Clipping

All hedges shall be cut on one or two occasions as indicated in the Frequency Schedule.

Where vegetation is to be cut back only to the extent of the current years growth, hedge cuts can be undertaken at any time of year after undertaking visual assessment to confirm that the cut will no cause no risk of disturbing breeding birds. Where vegetation is to be cut back further than the current years growth hedge cuts should only be undertaken once a year during the winter months (November and February).

Hedge cutting shall be carried out with appropriate power tools; all cut faces of branches or stems shall be clean and undamaged. Hedges shall be carefully cut with line and level being maintained to promote a dense hedge of rectangular cross section.

Broad leaved evergreen hedges shall be pruned by hand using secateurs so to avoid half cut leaves. All arisings shall be removed from site. Young trees growing through hedges shall be retained undamaged, and the Contractor shall identify further young self sown trees for retention as appropriate.

G.2 Hedges - Weed Control

Where indicated in the Frequency Schedule, the following operations shall be undertaken:

- i) **Translocated Herbicide** shall be applied as indicated either as spot treatment to specified broad leaved weeds e.g. nettles, docks, thistles, willowherb, bindweed or ragwort, or alternatively as a complete treatment.
- ii) **Handweeding** shall be carried out in the case of growths of bindweed (together with treatment by translocated herbicide), goosegrass, sycamores, elders and brambles (together with stump treatment with triclopyr).
- iii) **Young hedges within establishment phase** shall be treated with a residual herbicide during January or February. During the growing season weeds shall be treated using combined handweed and translocated herbicide applications.

G.3 Laying of Native Species Hedges

Where instructed hedges shall be laid as described in the Schedule of Works. Desirable trees are to be retained, and unless directed, not cut

out or pruned. Elders and brambles unless directed otherwise, and bushy growth of Ash, Sycamore or other vigorous trees are to be cut out, and stumps of elders and brambles are to be killed. Selected Hazels and Hollies shall be left unladen, or as agreed on site.

Former fencing, wire and netting shall be removed together with any litter, hardcore and debris which is exposed during the operation. All arisings shall be removed from site or disposed of otherwise as described in the Schedule of Works. Arisings may be chipped into nearby plantings as directed.

Hedge laying shall be carried out to highest standard and the Contractor shall consider engaging the services of a skilled specialist. A sample of recently completed work shall be offered for inspection prior to the CA authorising a particular specialist or operative to proceed with the works.

Hedges shall be laid with the pleachers directed uphill, unless the ground is level, and the pleachers shall be carefully laid and bound together using selected thorn pegs or softwood stakes provided for the purpose. The most appropriate stems shall be selected for laying and stems not required shall be cut out at coppice level to encourage re-growth. Unless otherwise indicated in the Schedule of Works, no particular finished height is required, the hedge being laid to make as tidy and workmanlike result as is practicable.

H TREE MAINTENANCE

H.1 Trees in Paving

When instructed tree grilles shall be lifted over the area of the tree pit, the levels made up with 'Croxden' horticultural grit, lightly compacted, and the grilles relaid to level. The interstices of the grids shall be filled with grit and lightly compacted.

H.2 Materials

Materials supplied by the Contractor shall be as specified below, and installed as per section I.19 & I.20.

a) **Tree Stakes**

Round softwood, peeled and pointed, and stakes shall not be treated with preservative. All stakes are to have a minimum diameter of 75 mm.

b) **Tree Ties**

Toms Tree Ties available from J Toms Ltd, Wheeler Street, Headcorn, Ashford, Kent TN27 9SH

Special Nylon Reinforced Rubber Belt B1 1" (25 mm)

L5 1 ½" (37.5 mm)

L4 2" (50 mm)

Toms Standard Pad (O1)

Toms Extra Large Pad (L1)

Toms Big Block (L3)

c) **Clout Nails**

Galvanised clout nails 40 mm extra large head.

H.3 Inspection of Specimen Trees

All planted specimen trees (ie those less than 4m) shall be inspected twice per year as indicated in the Frequency Schedule in the months of April and October and appropriate remedial action taken by the Contractor as required provided such work can be carried out at ground level without the use of a ladder. All arisings shall be removed off site.

- i) The Contractor shall check base of tree for "rocking" or "socketing" and straighten tree, re-stake, fill voids with top soil and firm up, as required. The cost of the replacement of stakes will be valued separately, as reported by the Contractor and confirmed by the CA.
- ii) The Contractor shall check all tree ties and adjust to allow for growth, refix or replace as necessary ensuring that the top tie is positioned not more than 50 mm below the top of each tree stake.

The cost of the new replacement ties will be valued separately, as reported by the Contractor and confirmed by the CA.

- iii) The Contractor shall check the trees for signs of damage to the stem, crown or branches. The Contractor shall cut back broken branches, and prune to shape if necessary.
- iv) The Contractor shall check the trees and remove redundant tapes, tags, ties, labels and other encumbrances. The Contractor shall remove dead trees and redundant tree stakes to their tips, together with other fixings, hessian wrappings and wire tree guards, refilling the post holes with lightly compacted topsoil and seeding.

H.4 Replace Stakes and Ties

When instructed any broken or damaged tree stakes are to be replaced and ties re-fixed at a slightly lower position; allowing for growth since planting. Cost of replacement stakes and ties will be valued separately. Arisings shall be removed off site.

H.5 Mature Trees

Mature trees shall be defined as those having a height greater than 4 m or those requiring use of a ladder for access into the canopy of branches.

The maintenance of large mature trees is excluded from this Contract and the Contractor shall not be required to carry out any work or inspections of these items. However, he shall report any obvious signs of damage to the CA, should it come to his attention during the course of his normal duties or during site inspections.

H.6

i) Regular Pruning of Specimen Trees

Where instructed all regular pruning shall be carried out by means of secateurs, approved mechanical hedge cutters and handsaws only. Pruning shall be carried out to the highest horticultural standard. Dead foliage and branches shall be removed by cutting back to an outward pointing bud, or as directed by the CA. Growth shall be reduced to encourage flower, fruit and so as to remove any growth encroaching onto paths, roads, signs, sightlines and lights, cutting back to outward pointing bud.

Allowance shall be made for thinning, trimming and shaping according to species, variety, season, stage of growth, and required visual effect. All prunings/thinnings are to be removed off site. The Contractor shall notify the CA of the incident of any disease/fungus present.

ii) Extraneous Growth

The Contractor shall remove side growths and suckers from base of standard trees by pruning back the level of the trees to the stem or root.

iii) **Crown Pruning of Standard Trees up to 4 m high**

When instructed the Contractor shall remove dead branches and reduce selected side branches by one-third, in each case cutting back to live wood so as to preserve a well-balanced head. Cuts greater than 100 mm diameter shall be treated with approved preservative immediately after cutting. Feathered trees shall not be crown-pruned.

iv) **Training Pleached Trees**

The contractor shall provide the CA with a minimum of 24hours notice prior to undertaking works and works shall be supervised by CA on site. Pruning shall be carried out to the highest horticultural standard. New vertical branch growth shall be removed by cutting back to the horizontal branch, or as directed by the CA. New horizontal growth shall be attached to Pleaching Wires using adjustable plastic fasteners and ensuring no restrictions are caused to the following years growth.

The contractor shall allow for old ties which are causing restriction of branch growth, to be removed and disposed off site. Works should be undertaken using a mini cherry picker or mobile elevated work platform.

v) **Trimming Box Trained Trees**

The contractor shall provide the CA with a minimum of 24hours notice prior to undertaking works and works shall be supervised and directed by CA on site. Works should be undertaken using a mini cherry picker or mobile elevated work platform. Work undertaken from ladder access is not acceptable.

H.7 Tree Removal and Stump-Grubbing

When instructed selected trees with main stem diameter not exceeding 250 mm shall be cut down and stumps dug up, pulled out or otherwise removed together with any roots remaining within 500 mm radius of the main stem. The Contractor shall allow in his rates for back-filling with the specified topsoil to marry into the surrounding ground levels, including allowance for settlement.

H.8 Thinning and Coppicing of Woodland

Trees for thinning may be marked by the CA in advance of operations identifying those which require felling and stump treatment and those which require coppicing. Trees for thinning shall be cut to level stump

length of 150 mm for treatment with stump killer. Trees for coppicing shall be cut back to 50 mm above ground level.

Contractor's method of work shall ensure that the operatives distinguish between trees for coppicing and trees for killing and mark them appropriately so that the operative with stump killer is aware of the stumps to be killed. Where a number of stems are coppiced on one plant, cut faces are to slope away from the centre.

Care shall be taken to ensure that thinning operations do not cause damage to desirable plants, or rutting of the ground in wet conditions. All damage to plants which are to be retained shall be made good to the CA's satisfaction at the Contractor's expense.

H.9 Chipping of Prunings and Thinning

Arisings shall be reduced by chipping on site, and chippings spread on to adjacent planted areas. Chippings are to be spread or heaped as directed but must not be piled around plants or stumps. Chippings shall not be spread in ditches or become lodged in hedges or bushes or on private land or adjacent to farmland.

The Contractor shall ensure that an appropriately qualified operative with a Certificate of Competence as described in Clause D.1 is on site at all times to apply stump killer as required.

H.10 Valuation and Progress of Work

Unless otherwise directed all woodland thinning shall be carried out and valued as Dayworks in accordance with the conditions described in pages 5/1 and 5/2. Contractors are required to provide prices for various grades of labour and types of plant. The actual manning of gang (subject to conditions in 5/1) will be by agreement between the CA and the Contractor. The Contractor shall make a gang available to allow whole days and weeks to be worked within the period allocated for the work. The progress of the work shall not be interrupted without the agreement of the CA.

I PLANTING OF TREES, WHIPS, TRANSPLANTS AND SHRUBS

I.1 Generally

All planting work shall be carried out as additional work as directed by the CA and valued by quotation. Plants shall be located as shown on the planting plan.

I.2 Topsoil

Where directed the Contractor shall import topsoil to the site. The topsoil shall be a natural topsoil, good quality medium loam, free from debris over 50mm in any dimension, conforming to BS3882 (1994) "General purpose grade" and being free from all perennial weeds.

The topsoil shall be spread in 225mm layers to make up existing levels, as directed by the CA. The Contractor shall allow for levelling and raking to ensure that levels of imported topsoil marry in smoothly with adjacent existing areas.

I.3 Cultivation

Planting areas which are level or designated on the drawing to be cultivated shall be rotovated to a depth of at least 225mm in the original ground, or where the ground is compacted, ripped and then rotovated.

The Contractor shall pick off all stones, bricks, timber and all other debris arising which have any dimensions greater than 50mm and remove off site. The Contractor shall not cultivate across any drain where the stone is flush with the ground surface.

I.4 Soil Ripping

Where directed, areas shall be loosened with a tine ripper, as approved by the CA, to ensure adequate drainage through the sub-soil. The ripper shall have a chisel plate 75mm x 150mm angled at 25o to the horizontal so as to "heave" the soil. Ripping shall be at a depth of 450 mm and at 900mm centres or otherwise as directed. Ripping shall be carried out in dry weather after topsoiling.

I.5 Soil Improvement

Where directed composts, fertilisers or other additives shall be incorporated into the soil.

Spent mushroom compost or similar shall be spread to the specified thickness and incorporated, by rotovating, into the top 150mm.

Granular fertilisers, organic or inorganic, shall be raked into the top 25mm, tablet fertilisers shall be inserted into the ground, both at rates in accordance with the manufacturer's instructions.

1.6 Soil Improvers/Fertilisers

Spent Mushroom compost shall be free of all debris, string, wire, stones etc.

Fertilisers shall, unless agreed otherwise by the CA, be either Miracle Professional 'Enmag' 4:9:10 (N:P:K) or Scotts 'Sierrablen Flora Yellow' granular or tablet 15:9:9 (N:P:K) as per the manufacturers recommended rate.

Peat free tree and shrub planting compost shall be mixed with the backfill from planting pits in quantities:-

80 litres compost per 15 pits for whips, transplants and shrubs.

80 litres compost per 4 pits for feathered and standard trees.

80 litres compost per pit for selected, heavy and extra heavy standard trees.

Samples of specified soil improvers shall be approved prior to delivery of such material to site.

1.7 Herbicide Prior to Cultivation

Where directed active ingredient Glyphosate or active ingredients diquat and paraquat shall be sprayed onto all vegetation on shrub beds or other planting areas so as to give a "complete kill".

1.8 Herbicide After Cultivation

All planting areas shall be free of weeds prior to planting. The CA will provide the confirmation required by the Contractor that planting may proceed. Herbicide shall be sprayed onto the beds after cultivation as directed by the CA.

1.9 Plant Description

All plant material shall comply with the relevant sections of BS.3936 parts 1-4 "Specification for Nursery Stock" except where specifically amended therein, be good specimens of their type, free from all pests and disease, with good fibrous roots systems and materially undamaged. Grafted plant material shall not be acceptable unless specifically agreed to.

I.10 Species & Cultivars

All plant material shall be supplied as specified in the Contract Documents. Substitutions will only be allowed with the written approval of the CA.

I.11 Tree Sizes

Specifications for trees follow those in the "Standard Form of Tender for the Supply and Delivery of Plants" (1992 Edition) published by BALI, HTA, NFU, in association with ILAM which is obtainable from the Horticultural Trades Association, 19 High Street, Theale, Reading, Berkshire RG7 5AH (Telephone 0118 9303132).

I.12 Plant Handling

The Contractor shall ensure that during transportation and planting, all nursery stock is kept moist and not allowed to dry out.

Plant handling at the nursery, during transit up to delivery shall all be in accordance with "Handling and Establishing Landscape Plants", (November 1995) the booklet published by the Committee for Plant Supply and Establishment (CPSE). The Contractor shall comply with the clauses of parts I & II, to the extent applicable, and shall include these parts in his contract with his plant supplier.

On site the Contractor shall comply with Part III of the above booklet which refers to the receipt, unloading and temporary storage of plants.

Copies of this booklet are available from the Horticultural Trades Association, 19 High Street, Theale, Reading, Berks RG7 5AH (Telephone 0118 9303132).

I.13 Inspection of Plants

The CA is required to inspect all plant material prior to the time of planting, and the Contractor shall notify the CA when and where the materials may be inspected. Plants which are planted without CA's approval are entirely at the Contractor's risk.

I.14 Rejection of Plants

Any plant material, which in the opinion of the CA do not meet with the requirements of the Specification, or are unsuitable, or defective in any other way, will be rejected. The minimum specified sizes of the plant schedule will be strictly enforced. The Contractor shall replace all plants so rejected at his own cost.

I.15 Time of Planting

All plant material shall generally be planted between November and March in open and cool weather. Planting shall not take place in frosty, snowy or waterlogged conditions. Where approved, pot or container grown plants may be planted outside the described season, but adequate watering shall be supplied.

I.16 Planting Method

The nature of the material to be planted is variable and the Contractor shall allow for planting to be properly carried out in all cases as described in BS4428 : 1989.

The Contractor shall excavate the pit setting aside the topsoil for re-use. The Contractor shall mix the topsoil with the planting compost and back fill the pit, having placed the plant in the pit.

The plant shall be set upright and at the same depth as grown in the nursery, the roots shall be spread out and the topsoil, or compost/topsoil mixture, backfilled.

Roots shall not be bent, broken or forced into inadequate pits or notches. Torn or damaged roots shall be cleanly pruned prior to planting.

Plants shall be upright, firmed in and wind resistant, with no air pockets around the roots.

All pots and root wrappings shall be carefully removed and outer edges of rootballs loosened prior to planting. All pots and wrappings arising shall immediately be picked up and stored ready for removal off site.

Backfilling shall be done to ensure close contact between roots and soil, by shaking soil between roots, by forming in layers and by gentle firming-in. The soil shall be left level and tidy, any subsoil clots, bricks or stones over 50mm arising, collected and carted off site.

Plants shall be planted at the specified centres. On steep slopes this shall be the horizontal measure.

I.17 Tree Pit Sizes

Plants shall be planted in tree pits of the following sizes (mm) unless directed otherwise:-

Herbaceous	150 x 150 x 150
Shrubs, transplants and whips	300 x 300 x 300
Feathered and standard trees up to 3 metres high	900 x 900 x 450 (0.36 m ³)
Selected and heavy standards up to 4.25 metres high	1000 x 1000 x 600 (0.60 m ³)

Extra heavy standards up to 4.9 metres high	1200 x 1200 x 600 (0.86 m ³)
--	---

For tree pits the excavated subsoil or stone shall be carted off site to tip. The bottom 150mm of the pit shall be dug over and broken up. Backfill shall be imported topsoil or existing topsoil and planting compost as specified.

Hessian wrapping on root balls shall be folded away from the plant and laid on the base of the pit before back-filling.

I.18 Pruning of Planting

The Contractor shall prune back any minor damage to the nearest outward facing bud.

Where directed whips, transplants or shrubs shall be pruned back by one third to one half. Pruning will only be allowed after the plants have been planted.

Where directed the crowns of trees shall be reduced by cutting back all branches by one third of their length.

All pruning shall be in accordance with good horticultural practice ie cut with sharp secateurs just above a bud or leaf axil at an angle away from the bud or axil.

Secateurs or pruning knives shall be sharp and kept clean.

All prunings shall be removed off site.

I.19 Stakes for Trees

Stakes shall be peeled round pressure treated softwood, pointed, of minimum diameter 75mm. The stakes shall be driven into the base of the tree pit prior to placing the tree into the ground and backfilling such stakes shall generally have a clear height above the finished ground level as follows unless directed otherwise:-

Feathered and standard trees	750mm	(one tie)
Selected and heavy standards	900mm	(2 stakes, one tie each)
Extra heavy standards	1200mm	(2 stakes, one tie each)

The stakes shall be long enough to drive down onto the ground until they hold the tree firmly without rocking. Stakes shall be placed into the ground to prevent damage to branches or trunk. The Contractor shall saw-off any excess length of stake to ensure that the stake is below the

first side branch. Stakes shall be positioned on the windward side of the tree.

I.20 Tree Ties

Ties shall be approved nail-on-type with cushioned spacers such as Toms, or other equal and approved. Nails shall be flat headed galvanised and shall hold the ties securely onto the stake. Ties shall not be overtight on the tree stems.

Feathered and standard trees Type 01

Selected and heavy standards Type 04

Extra heavy standards Type L3

Ties available from: J Toms Ltd
 Wheeler Street
 Headcorn
 Ashford
 Kent
 TN27 9SH

I.21 Mulching

Mulching shall be applied when the shrub beds are weed free or the CA so directs. The beds shall be scavenged immediately prior to mulching.

Mulch shall be spread amongst the shrubs without causing damage to the shrubs or compaction of the soil. The specified depth of mulch shall be the settled or compacted depth and the Contractor shall spread sufficient mulch to allow for settlement. The Contractor shall include for working mulching under and around ground cover shrubs. Mulch shall not be mixed with the soil.

Where shrub beds are adjacent to hard areas the soil level shall taper down below the edge allowing the mulch to lie on the soil without spillage over the hard areas.

a) Spent Mushroom Compost shall not contain soil or mud for from storage grounds. All twine, timber, polythene, stones and other extraneous matter shall be picked out as it is spread and carted off site to the tip.

b) Ornamental Bark Mulch as available from Melcourt Industries, see clause D.8 for address.

I.22 Watering

If planting during dry weather conditions the Contractor shall allow for watering all newly planted material thoroughly, once immediately after planting.

I.23 Replacement of Plant Material

A Schedule of plant replacements may be drawn up by the CA. The Schedule will show which plants are to be replaced due to failure, malicious damage or theft. Replacement will be at Employer's expense.

Failures will be judged towards the end of the growing season and are to include those plants experiencing dieback and those, which appear to be in an unhealthy condition.

All plants, which have to be replaced, are to be lifted and removed off site.

J TIMBER

J.1 Graded Softwood

Strength graded to BS 4978 or BS EN 519 or other national equivalent and so marked.

Strength class to BS EN 338: C

J.2 Ungraded Softwood

Free from decay, insect attack (except pinholes borers) and with no knots wider than half the width of the section.

J.3 Selection and use of timber

Do not use timber members which are damaged, crushed or split beyond the limits permitted by their grading.

Ensure that notches and holes are not so positioned in relation to knots or other defects that the strength of members will be reduced.

Do not use scarf joints, finger joints or splice plates.

J.4 Processing treated timber

Carry out as much cutting and machining as possible before treatment.

Retreat all treated timber which is sawn along the length, thickened, planed or otherwise extensively processed.

Treat timber surfaces exposed by minor cutting and drilling with two flood coats of a solution recommended for the purpose by main treatment solution manufacturer.

K FENCING

K.1 Generally

Where the specification in this section differs from that on the drawing, the specification on the drawing shall be used as the basis for pricing the item.

- STRAINED WIRE FENCING:**

i) To BS 1722:Part 3,
- WOODEN POST AND RAIL FENCING:**

ii) To BS 1722:Part 7,
- WOOD PANEL FENCING:**

iii) To BS 1722:Part 11,
- CLOSE BOARDED FENCING:**

iv) To BS 1722:Part 5,
- CLEFT CHESTNUT PALE FENCING:**

v) To BS 1722:Part 4,
- WOODEN PALISADE FENCING:**

vi) To BS 1722:Part 6,
- FIELD GATES AND POSTS:**

vii) To BS 3470,
- BRIDLE GATES AND POSTS:**

viii) To BS 5709,
- KISSING GATES AND POSTS:**

ix) To BS 5709,
- TIMBER GATE(S)/GATE POSTS:**

x) Timber to BS EN 942, Class J40,

xi) Adhesive: Synthetic resin to BS EN 301, type 1,

K.2 INSTALLATION:

Set out and erect fencing:

- i) In straight lines or smoothly flowing curves as shown on drawings,
- ii) With tops of posts following profile of the ground,
- iii) With posts set rigid, plumb and to specified depth, or greater where necessary to ensure adequate support.
- iv) With correct fastenings and all components securely fixed.

SETTING POSTS IN CONCRETE:

- i) Mix: To BS 5328, Designated mix not less than GEN1 or Standard mix not less than ST2 (alternative mix for small quantities: 50 kg Portland cement, class 42.5, to 150 kg fine aggregate to 250 kg

20 mm nominal maximum size coarse aggregate, medium workability).

- ii) Do not use admixtures.
- iii) Excavate holes neatly and with vertical sides.
- iv) Position post/strut and fill hole with concrete to not less than the specified depth, well rammed as filling proceeds and consolidated.
- v) Holes not completely filled with concrete to be backfilled with excavated material, well rammed and consolidated.

K.3 EXPOSED CONCRETE FOUNDATIONS not subsequently covered by paving to be compacted until air bubbles cease to appear on the upper surface, then weathered to shed water and trowelled smooth.

K.4 SETTING POSTS IN EARTH:

Excavate holes neatly, with vertical sides and as small as practicable to allow refilling. Position posts/struts and replace excavated material, well rammed as filling proceeds.

K.5 DRIVING POSTS:

Prevent damage to heads of posts when driving.

K.6 TIMBER RAILS:

Each rail must span not less than two bays with joints in adjacent rails staggered. Nail each length of rail to each post with two 100 mm galvanized wire nails. Rails with split ends must be replaced.

K.7 SITE CUTTING OF TIMBER to be kept to a minimum with no cutting where to be used below or near ground level. Treat surfaces exposed by minor cutting and drilling with two flood coats of a solution recommended for the purpose by main treatment solution manufacturer.

K.8 DAMAGE TO GALVANIZED SURFACES:

Touch up minor damage, including on fastenings and fittings, using low melting point zinc alloy repair rods or powders made for this purpose or at least two coats of zinc-rich paint to BS 4652. Apply sufficient material to provide a zinc coating at least equal in thickness to the original layer.

APPENDICES

APPENDIX A

Contract No:		NL292		
Contract Name:		COTTAM OPEN SPACE		
Application for Payment No:		Period Number:	Period From:	
			Period To:	
Contractor:				
Item	Frequency Based Operations	Unit	Quantity	Cost
	<i>Sub total</i>			
Item	Instructed Works	Unit	Quantity	Cost
	<i>Sub total</i>			
Item	Dayworks	Unit	Quantity	Cost
	<i>Sub total</i>			
	TOTAL			
Signed for contractor		Signed for Employer		
Date:		Date:		



SITE INSPECTION REPORT COTTAM OPEN SPACE

CONTRACT NO: NL292		INSPECTION REPORT NO:		FORTNIGHTLY PERIOD FROM:		TO:	
SITE NAME & NO:		COMMENTS AND OBSERVATIONS*		COST ESTIMATE		CLIENT COMMENTS	
INSPECTOR SIGNATURE:		DATE:		CLIENT SIGNATURE:		DATE:	
CLIENT INSTRUCTIONS:							

* Please insert the words 'No Hazards Observed' in this column if there are no safety issues to report
The Contractor should inspect all the landscape elements on each site included in the following categories:

- CLEANSING** **SOFT LANDSCAPE FEATURES** (see Site Inventory) **HARD LANDSCAPE FEATURES** (see Site Inventory) **MISCELLANEOUS** **ENCROACHMENT AREAS** (please note any changes to boundaries)
- NB: PLEASE INCLUDE A PHOTOGRAPH SHOWING POTENTIAL HAZARD/BOUNDARY CHANGE WHERE POSSIBLE**

APPENDIX C

PESTICIDE USE RECORD												
CONTRACTOR										Other details eg sickness and details of exemption certificates		
Operator (name and address)	Date	Product and reason for use (disease/weed/pest) - specify substances used	Volume of product	Quantity of product	Intended rate of application	Location and area sprayed	Crop, variety, growth stage	Spraying Time			No of tanks	Weather, soil conditions - notes
									Start	Finish		
SIGNED BY CONTRACTOR												
DATE												

APPENDIX D

Dated

200-

HOMES AND COMMUNITIES AGENCY

(1)

(2)

(3)

**NOVATION OF LANDSCAPE
MANAGEMENT CONTRACT**
(First Employer to Second Employer
relating to
Preston CRAII Landscape)

THIS DEED is made
2009

BETWEEN:

1 **HOMES AND COMMUNITIES AGENCY** of Central Business Exchange 414-428
Midsummer Boulevard Central Milton Keynes MK9 2EA (the **"First Employer"**)

2 [] of []
[] (the **"Second Employer"**)
and

3 [] whose registered office is at []
[]
(the **"Contractor"**)

WHEREAS:

- (A) By an Agreement in writing as [Preston CRA II Landscape Management Contract [] dated 2003] the **"Landscape Management Contract"**) the Contractor agreed with the First Employer for the consideration therein mentioned to undertake the landscape management of the site to which that Landscape Management Contract applied (the **"Site"**)
- (B) The Site remains to be completed
- (C) The First Employer has agreed to transfer its interest in the Site to the Second Employer and the Second Employer wishes to procure the execution of the landscape management work; and
- (D) The parties have agreed to novate the Landscape Management Contract to the Second Employer on the terms set out below;

NOW THIS DEED WITNESSES and the parties agree as follows:

1 Novation of Landscape Management Contract

1.1 The Landscape Management Contract is hereby novated from the First Employer and the Contractor to the Second Employer and the Contractor

2 Release of First Employer

2.1 The First Employer shall no longer owe any duty or obligation to the Contractor under or in respect of the Landscape Management Contract whether by virtue of its terms or by virtue of any breach or otherwise

3 Release of Contractor

3.1 The Contractor shall no longer owe any duty or obligation to the First Employer under or in respect of the Landscape Management Contract whether by virtue of its terms or by virtue of any breach or otherwise

4 Binding Contractor to Second Employer

4.1 The Contractor binds itself to the Second Employer in the terms of the Landscape Management Contract as if the Second Employer were and always had been named in the Landscape Management Contract in place of the First Employer

5 Binding of Second Employer to Contractor

5.1 The Second Employer binds itself to the Contractor in the terms of the Landscape Management Contract as if the Second Employer were and always had been named in the Landscape Management Contract in place of the First Employer and as if all acts and omissions of the First Employer (including any wrongful acts or omissions) under and in respect of the Landscape Management Contract were the acts and omissions of the Second Employer

5.2 Clause 5.1 will be without prejudice to the rights of the Second Employer against the First Employer in respect of any act or omission on the First Employer's part prior to the Novation of the Landscape Management Contract: specifically the First Employer shall indemnify the Second Employer against all liabilities arising through such act or

omission of the First Employer under the Landscape Management Contract prior to such Novation.

6 Vesting of remedies in Second Employer

6.1 All rights of action and remedies vested in the First Employer against the Contractor under and in respect of the Landscape Management Contract shall hereupon vest in the Second Employer.

7 Vesting of remedies against Second Employer

7.1 All rights of action and remedies vested in the Contractor against the First Employer under and in respect of the Landscape Management Contract shall hereinafter lie against the Second Employer.

8 Affirmation of Landscape Management Contract

8.1 Subject to the terms of this Deed the Landscape Management Contract shall remain in full force and effect.

9 Governing law and interpretation

9.1 The law of this Deed is English law and the English courts shall have jurisdiction with regard to all matters arising therefrom

9.2 The definitions given in the Recitals hereto shall apply to this Deed

9.3 Clause headings in the Deed shall be of no effect

EXECUTED AND DELIVERED as a deed:

THE COMMON SEAL of

)

HOMES AND COMMUNITIES AGENCY
was hereunto affixed in the presence of:

)
)

Authorised Signatory

THE COMMON SEAL of
[])
was hereunto affixed in the presence of:

)
)

E A M L

**FREQUENCY SCHEDULES
AREA SCHEDULES**

NL 292 – COTTAM OPEN SPACE LANDSCAPE MANAGEMENT 2009-2011

AREA SCHEDULE	Hedges	Gravel Paths & Paved Areas	Stonewall ha	Fortnightly inspection & cleanse
	Lin m	m ²	ha	m ²
Long Grass/Meadow (twice yearly cut)				14,873
Play Area				1,529
General Amenity Grass (7 day cut)				10,463
General Amenity Grass (10 day cut)				102,511
Wildflower				2,689
Hedge (basal area)				3,491
Hedge – Hawthorn mx species	1,816			
Hornbeam Hedge – Yew 1(length)	156			
Herbaceous Planting				417
Structure Planting				43,754
Ornamental Planting				19,803
Strim				12,708
Pleached Hedge	46			
Pond/Stream				10,478
Bridle Path and Wood-chip Feature				3,042
Woodland				15,382
Tarmac/MOT Gravel Footpath (area)		23,107		23,107
Bridge/Boardwalk				937
Paviors		4,656		4,403
TOTAL	2,018	27,763	244	269,831

S1

Homes Counties Agency Landscape Management Frequency Schedule 2009/2010

CONTRACT NAME:		Cottam Open Space - Landscape Management 2009/2010												From:	To:		
CONTRACT NO:		HL 292												11-May-2009	28-Mar-2010		
Item	Operation	Quantity	Ref.	1	2	3	4	5	6	7	8	9	10	11	12	13	Notes
				Period Beginning and Period Number													
				11.05.09	25.05.09	22.06.09	20.07.09	17.08.09	14.09.09	12.10.09	09.11.09	07.12.09	04.01.10	01.02.10	01.03.10		
4/1A	General Fortnightly site inspection and submission of written report.	28,758 m ²	A	1	2	2	2	2	2	2	2	2	2	2	2	2	Total site area
4/1B	Cleaning Weekly cleanse of Dog Hygiene Bins	6 No.	B	2	4	4	4	4	4	4	4	4	4	4	4	4	
4/1C	Fortnightly cleanse to all areas	28,758 m ²	C	1	2	2	2	2	2	2	2	2	2	2	2	2	Total site area
General Amenity Grass (10 day)																	
4/1D	Cut to 38 mm, 10 days average using equipment suitable for dispersing cuttings evenly. To include spring bulbs once flowering has finished.	102,511 m ²	D	1	3	3	3	3	3	3	3	3	3	3	3	3	
4/1E	General Amenity Grass (weekly) Routine cut to 38 mm disperse cuttings using equipment suitable for dispersing cuttings evenly	10,463 m ²	E	2	4	4	4	4	4	4	4	4	4	4	4	4	
General Amenity Grass (weekly/10 day)																	
4/2A	Initial grass cut to 38 mm, collect and remove cuttings from site. To include removal of mole hills to adjacent planted areas	112,974 m ²	F														Weekly + 10 day cut excluding spring bulbs.
Long Grass/Meadow Grass (twice yearly)																	
4/2B	Cut to 50 mm height, dispersing cuttings	14,873 m ²	G				1										
Weed Control																	
Ornamental Planting																	
4/2C	Apply phosphate and hand-weed around plants	19,803 m ²	H														1

Homas Co. Counties Agency Landscape Management Frequency Sched. 2009/2010

CONTRACT NAME:		Cottam Open Space - Landscape Management 2009/2010													From:		11-May-2009	
CONTRACT NO:		NL 292													To:		28-Mar-2010	
Item	Operation	Quantity	Ref	1	2	3	4	5	6	7	8	9	10	11	12	13	Notes	
				Period Beginning and Period Number														
				11.05.09	25.05.09	22.06.09	20.07.09	17.08.09	14.09.09	12.10.09	09.11.09	07.12.09	04.01.10	01.02.10	01.03.10			
4/2D	Herbaceous Planting Apply glyphosate to weed and hand-weed around plants	417 m ²	A		1					1							1	
4/2E	Structure Planting/Hedge Bees																	
4/2F	Apply glyphosate and hand weed around plants.	14,873 m ²	B			1											1	
4/2G	Long Grass/Meadow Spot treat with selective herbicide	14,872 m ²	C							1								
4/3A	Hard Surfaces and Bridle Paths Apply glyphosate to gravel footpaths, sets, pavour areas and bridle paths.	12,017 m ²	D										1					
4/3B	Hedges, Formal, Hornbeam, Yew Remove one year's growth from top and	156 lin m	E														1	
4/3C	Hedges, Hawthorn and Mixed Sp Remove one year's growth from top and both sides.	1816 lin m	F														1	
4/3D	Hedges, Pleached Hornbeam Remove one year growth from top and both sides.	46 lin m	G														1	
4/3E	Wild Flower Mix Cut grass to 50 mm and remove cuttings	2,689 m ²	H														1	
4/3F	Strim Strim vegetation to 100 mm and disperse cuttings evenly.	13,709 m ²	I														1	
4/3G	Bridges and Boardwalks Cleanse to bridges and boardwalks.	937 m ²	J															1

CONTRACT NAME:		Cottam Open Space - Landscape Management 2009/2011													29.03.10		
CONTRACT NO:		NL 292													27.03.11		
Item	Operation	Quantity	Ref	29.03.10	26.04.10	24.05.10	21.06.10	19.07.10	16.08.10	13.09.10	11.10.10	08.11.10	06.12.10	03.01.11	31.02.11	28.03.11	Notes
		Period Beginnings and Period Number															
		1	2	3	4	5	6	7	8	9	10	11	12	13			
General																	
4/4A	Fortnightly site inspection and submission of written report.	289,756 m ²	A	2	2	2	2	2	2	2	2	2	2	2	2	2	Total site area
Cleansing																	
4/4B	Weekly cleanse of Dog Hygiene Bins	6 No.	B	4	4	4	4	4	4	4	4	4	4	4	4	4	
4/5C	Fortnightly cleanse to all areas	289,756 m ²	C	2	2	2	2	2	2	2	2	2	2	2	2	2	Total site area
General Amenity Grass (10 day)																	
4/4D	Cut to 38 mm, 10 days average using equipment suitable for dispersing cuttings evenly. To include spring bulb areas once flowering has finished.	102,511 m ²	D	3	3	3	3	3	3	3	3	3	3	3	3	3	
4/4E	General Amenity Grass (weekly) Rollins cut to 38 mm disperse cuttings using equipment suitable for dispersing cuttings evenly.	10,463 m ²	E	4	4	4	4	4	4	4	4	4	4	4	4	4	
General Amenity Grass (10 day / weekly)																	
5/5A	Initial grass cut to 38 mm, collect and remove cuttings from site. To include removal of mole hills onto adjacent planted areas.	112,974 m ²	F														Weekly + 10 day cut excluding spring bulbs.
Long Grass/Meadow Grass (twice yearly)																	
5/5B	Cut to 50 mm height, dispersing cutting	14,873 m ²	G														
Weed Control																	
Ornamental Planting																	
5/5C	Apply glyphosate and hand-weed around plants	19,803 m ²	H														

CONTRACT NAME:		Cottam Open Space - Landscape Management 2009/2011													26.03.10		
CONTRACT NO:		NL 282													27.03.11		
Item	Operation	Quantity	Ref	29.03.10	26.04.10	24.05.10	21.06.10	19.07.10	16.08.10	13.09.10	11.10.10	08.11.10	05.12.10	03.01.11	31.02.11	28.03.11	Notes
				1	2	3	4	5	6	7	8	9	10	11	12	13	
5/5D	Herbaceous Planting Apply glyphosate to weed and hand-weed around plants	417 m ²	A		1				1								
Structure Planting/Hedge Bases																	
5/5E	Apply glyphosate and hand weed around plants.	14,873 m ²	B		1				1								
5/5F	Long Grass/Meadow Spot treat with selective herbicide	14,872 m ²						1									
Hard Surfaces and Bridle Paths																	
4/6A	Apply glyphosate to gravel footpaths, sets, pavour areas and bridle paths.	12,017 m ²	C			1											
Hedges, Formal, Hornbeam, Yew																	
4/6B	Remove one year's growth from top and sides.	156 lin m	D							1							
Hedges, Hawthorn and Mixed Sp																	
4/6C	Remove one year's growth from top and both sides.	1816 lin m	E								1						
Hedges, Pleached Hornbeam																	
4/6D	Remove one year growth from top and both sides.	46 lin m	F									1					
Wild Flower Mix																	
4/6E	Cul grass to 50 mm and remove cuttings	2,680 m ²	G												1		
Strim																	
4/6F	Strim vegetation to 100 mm and disperse cuttings evenly.	13,709 m ²	H												1		
Bridges and Boardwalks																	
4/6G	Cleanse to bridges and boardwalks	937 m ²	I													1	

SECTION 4
SCHEDULE OF WORKS

No	Description	Quantity	Unit	Rate £	Amount £
Management 2009/2010 General Site Inspections Carry out fortnightly site inspections and submit written report.					
4/1A	Area : 269,756 m ²	23	No.	20-00	460 00
Cleansing Dog Hygiene Bins Remove contents, supply and replace polythene inserts at weekly intervals, clean and disinfect interior as necessary.					
4/1B	Total: 6 No.	46	No.	30-00	1380 00
Fortnightly cleanse Carry out fortnightly cleanse to all areas, including play areas.					
4/1C	Area: 269,756 m ²	23	No.	250-00	5750 00
Grassland General Amenity Grass Cut grass to 38 mm height on a 'ten day average basis' using equipment suitable for dispersing cuttings evenly across the sward. To include trimming or weed control against walls, fences and other obstacles. To include Daffodil areas once flowering has finished.					
4/1D	Area: 102,511 m ²	16	No.	412.50	6600 00
Cut grass to 38 mm height on a 'seven day average basis' using equipment suitable for dispersing cuttings evenly across the sward. To include trimming or weed control against walls, fences and other obstacles.					
4/1E	Area: 10,463 m ²	22	No.	80-00	1760 00
To Collection Page				£ 14950 00	

15950 00
AJP

No	Description	Quantity	Unit	Rate £	Amount £
	Grassland (continued)				
	Initial grass cut to seven and ten day costs, 38 mm height, using equipment suitable for collecting cuttings and removing from site.				
4/2A	Area: 112,974 m ² Meadow Grass (Twice Yearly Cut) Cut grass to 50 mm height. Dispersing cuttings evenly across sward.	1	No.	1000-00	1000 00
4/2B	Area: 14,873 m ² Weed Control Ornamental Planting Apply glyphosate to weeds and hand weed around plants to achieve total weed control.	2	No.	300-00	600 00
4/2C	Area: 19,803 m ² Herbaceous Planting Apply glyphosate to weed and hand weed around plants to achieve total weed control.	4	No.	500-00	2000 00
4/2D	Area: 417 m ² Structure Planting and Hedge Bases Apply glyphosate to seeds and hand weed around plants to achieve total weed control.	4	No.	50-00	200 00
4/2E	Area: 47,245 m ² Long Grass/Meadow Spot treat with selective herbicide.	4	No.	350-00	1400 00
4/2F	Area: 14,873 m ²	2	No.	300-00	600 00
To Collection Page				£	5800 00

Item No	Description	Quantity	Unit	Rate £	Amount £
	Hard Surfaces and Bridle Paths				
	Apply glyphosate to gravel footpaths, pavements and bridle paths.				
4/3A	Area: 12,017 m ²	2	No.	150.00	300.00
	Hedges, Formal, Hornbeam, Yew				
	Remove one year's growth from top and both sides by hand held reciprocating cutter.				
4/3B	Area: 156 Lin m	1	No.	150.00	150.00
	Hedges, Hawthorn and Mixed sp				
	Remove one year's growth from top and both sides.				
4/3C	Area: 1,816 Lin m	1	No.	300.00	300.00
	Hedges, Pleached				
4/3D	Length: 46 Lin m	1	No.	50.00	50.00
	Wild Flower Mix (Once Yearly Cut)				
	Cut grass to 50 mm and remove cuttings				
4/3E	Area 2,689 m ²	1	No.	100.00	100.00
	Strim				
	Strim vegetation to 100 mm and disperse cuttings evenly.				
4/3F	Area: 13,709 m ²	1	No.	300.00	300.00
	Cleanse to Bridges and Boardwalks				
	Remove algae from Bridges and boardwalks by hard-bristled brushes and power wash using water only.				
4/3G	Area: 937 m ²	1	No.	250.00	250.00
To Collection Page				£	1450.00

No	Description	Quantity	Unit	Rate £	Amount £
	Management 2010/2011				
	Site Inspections				
	Carry out fortnightly site inspections and submit written report.				
4/4A	Area : 269,756 m ²	26	No.	10.00	260.00
	Cleansing				
	Dog Hygiene Bins				
	Remove contents, supply and replace polythene inserts at weekly intervals, clean and disinfect interior as necessary.				
4/4B	Total: 6 No.	52	No.	2.00	1040.00
	Fortnightly cleanse				
	Carry out fortnightly cleanse to all areas, including play areas.				
4/4C	Area: 269,756 m ²	26	No.	200.00	5200.00
	Grassland				
	General Amenity Grass				
	Cut grass to 38 mm height on a 'ten day average basis' using equipment suitable for dispersing cuttings evenly across the sward. To include trimming or weed control against walls, fences and other obstacles. To include Daffodil areas once flowering has finished.				
4/4D	Area: 102,511 m ²	21	No.	400.00	8400.00
	Cut grass to 38 mm height on a 'seven day average basis' using equipment suitable for dispersing cuttings evenly across the sward. To include trimming or weed control against walls, fences and other obstacles.				
4/4E	Area: 10,463 m ²	24	No.	80.00	1920.00
To Collection Page				£	16820.00

Item No	Description	Quantity	Unit	Rate £	Amount £
	Grassland (continued)				
	Initial grass cut to seven and ten day costs, 38 mm height, using equipment suitable for collecting cuttings and removing from site.				
4/5A	Area: 112,974 m ²	1	No.	10000	100000
	Meadow Grass (Twice Yearly Cut)				
	Cut grass to 50 mm height. Dispersing cuttings evenly across sward.				
4/5B	Area: 14,873 m ²	2	No.	30000	60000
	Weed Control				
	Ornamental Planting				
	Apply glyphosate to weeds and hand weed around plants to achieve total weed control.				
4/5C	Area: 19,803 m ²	4	No.	40000	160000
	Herbaceous Planting				
	Apply glyphosate to weed and hand weed around plants to achieve total weed control.				
4/5D	Area: 417 m ²	4	No.	50000	200000
	Structure Planting and Hedge Bases				
	Apply glyphosate to seeds and hand weed around plants to achieve total weed control.				
4/5E	Area: 47,245 m ²	4	No.	35000	140000
	Long Grass/Meadow				
	Spot treat with selective herbicide.				
4/5F	Area: 14,873 m ²	2	No.	30000	60000
To Collection Page				£	540000

Item No	Description	Quantity	Unit	Rate £	Amount £
	Hard Surfaces and Bridle Paths				
	Apply glyphosate to gravel footpaths, pavements and bridle paths.				
4/6A	Area: 12,017 m ²	2	No.	150.00	300 00
	Hedges, Formal, Hornbeam, Yew				
	Remove one year's growth from top and both sides by hand held reciprocating cutter.				
4/6B	Area: 156 Lin m	1	No.	150.00	150 00
	Hedges, Hawthorn and Mixed sp				
	Remove one year's growth from top and both sides.				
4/6C	Area: 1,816 Lin m	1	No.	300.00	300 00
	Hedges, Pleached				
4/6D	Length: 46 Lin m	1	No.	50.00	50 00
	Wild Flower Mix (Once Yearly Cut)				
	Cut grass to 50 mm and remove cuttings				
4/6E	Area 2,689 m ²	1	No.	100.00	100 00
	Strim				
	Strim vegetation to 100 mm and disperse cuttings evenly.				
4/6F	Area: 13,709 m ²	1	No.	300.00	300 00
	Cleanse to Bridges and Boardwalks				
	Remove algae from Bridges and boardwalks by hard-bristled brushes and power wash using water only.				
4/6G	Area: 937 m ²	1	No.	250.00	250 00
To Collection Page				£	1450 00

SECTION 5
SCHEDULE OF ADDITIONAL WORKS

Item No.	Specification Reference	Description	Quantity	Unit	Rate £	Amount £
Additional Works 2009 – 2010						
Edging to General Amenity Grass						
A	E.3	Cut back grass and soil to a clean line to expose tops of concrete edgings to black top paths, remove arisings to tip.	500	lin m	0.1	50 00
Top Soil						
E	I.2	Supply and spread, average depth 150 mm.	100	m ²	1.00	100 00
F	I.2	Supply and spread, average depth 300 mm.	100	m ²	1.00	100 00
Cultivation						
A	E.17	(Seeded Areas) Average depth 150 mm, removing stones and other debris over 25 mm in any direction.	100	m ²	0.5	50 00
B	E.17	(Planted Areas) average depth 300 mm, removing stones and other debris over 50 mm in any direction.	100	m ²	0.5	50 00
Seeding						
C	E.18	Apply 15:15:15 (N:P:K) pre-seeding fertiliser at 300 kgs/ha.	100	m ²	0.5	50 00
D	E.19	Supply the British Seed Houses No. A4 seed mixture and sow at 120 kgs/ha.	100	m ²	0.5	50 00
Turfing						
E	E.21	Supply and lay turf, as specified	100	m ²	1.00	100 00
Single Item Fly-tipping						
F		Remove item of fly-tipping or bonfires above 0.1 cu. mt., but not exceeding 1.0 cu. mt. Per item.	10	No.	40.00	400 00
To Collection Page						950 00

Item No.	Specification Reference	Description	Quantity	Unit	Rate £	Amount £
Trees						
Supply and plant 12 – 14 standard trees and 2 No. stakes: -						
A	1.1 – 1.23	Fraxinus excelsior	5	No.	15.00	75.00
B	1.1 – 1.23	Prunus avium	5	No.	15.00	75.00
Plants						
Supply and plant the following trees and shrubs: -						
C	1.1 – 1.23	Acer campestre 600 – 900 mm	100	No.	1.00	100.00
D	1.1 – 1.23	Betula pubescens 600 – 900 mm	100	No.	1.00	100.00
E	1.1 – 1.23	Crataegus monogyna 600 900 mm	100	No.	1.00	100.00
F	1.1 – 1.23	Cornus sanguinea 600 – 900 mm	100	No.	1.00	100.00
G	1.1 – 1.23	Corylus avellana 600 – 900 mm	100	No.	1.00	100.00
H	1.1 – 1.23	Fraxinus excelsior 600 – 900 mm	100	No.	1.00	100.00
I	1.1 – 1.23	Ilex aquifolium (pot-grown) 450 – 600 mm	100	No.	2.00	200.00
J	1.1 – 1.23	Prunus avium 600 – 900 mm	100	No.	1.00	100.00
K	1.1 – 1.23	Prunus spinosa 450 – 600 mm	100	No.	1.00	100.00
L	1.1 – 1.23	Quereus robur 600 – 900 mm	100	No.	1.00	100.00
M	1.1 – 1.23	Fagus sylvatica 600 – 750 mm	100	No.	1.00	100.00
Top Dressing to Bridle Paths						
Supply and top-dress bridle paths with conifer wood-chips or hardwood chips to an average depth of 100 mm. Instructions will be issued for not less than 70 cu. m. per application.						
			70	m ³	10.00	700.00
						2050.00

To Collection Page

Item No.	Specification Reference	Description	Quantity	Unit	Rate £	Amount £
Additional Works 2010 – 2011						
Edging to General Amenity Grass						
A	E.3	Cut back grass and soil to a clean line to expose tops of concrete edgings to black top paths, remove arisings to tip.	500	lin m	0-1	50 00
Top Soil						
E	I.2	Supply and spread, average depth 150 mm.	100	m ²	1-00	100 00
F	I.2	Supply and spread, average depth 300 mm.	100	m ²	1-00	100 00
Cultivation						
A	E.17	(Seeded Areas) Average depth 150 mm, removing stones and other debris over 25 mm in any direction.	100	m ²	0.5	50 00
B	E.17	(Planted Areas) average depth 300 mm, removing stones and other debris over 50 mm in any direction.	100	m ²	0.5	50 00
Seeding						
C	E.18	Apply 15:15:15 (N:P:K) pre-seeding fertiliser at 300 kgs/ha.	100	m ²	0.5	50 00
D	E.19	Supply the British Seed Houses No. A4 seed mixture and sow at 120 kgs/ha.	100	m ²	0.5	50 00
Turfing						
E	E.21	Supply and lay turf, as specified	100	m ²	1-00	100 00
Single Item Fly-tipping						
F		Remove item of fly-tipping or bonfires above 0.1 cu. mt., but not exceeding 1.0 cu. mt. Per item.	10	No.	40-00	400 00
To Collection Page						950 00

Item No.	Specification Reference	Description	Quantity	Unit	Rate £	Amount £
		Trees				
		Supply and plant 12 – 14 standard trees and 2 No. stakes: -				
A	I.1 – I.23	Fraxinus excelsior	5	No.	15.00	75.00
B	I.1 – I.23	Prunus avium	5	No.	15.00	75.00
		Plants				
		Supply and plant the following trees and shrubs: -				
C	I.1 – I.23	Acer campestre 600 – 900 mm	100	No.	1.00	100.00
D	I.1 – I.23	Betula pubescens 600 – 900 mm	100	No.	1.00	100.00
E	I.1 – I.23	Crataegus monogyna 600 900 mm	100	No.	1.00	100.00
F	I.1 – I.23	Cornus sanguinea 600 – 900 mm	100	No.	1.00	100.00
G	I.1 – I.23	Corylus avellana 600 – 900 mm	100	No.	1.00	100.00
H	I.1 – I.23	Fraxinus excelsior 600 – 900 mm	100	No.	1.00	100.00
I	I.1 – I.23	Ilex aquifolium (pot-grown) 450 – 600 mm	100	No.	2.00	200.00
J	I.1 – I.23	Prunus avium 600 – 900 mm	100	No.	1.00	100.00
K	I.1 – I.23	Prunus spinosa 450 – 600 mm	100	No.	1.00	100.00
L	I.1 – I.23	Quereus robur 600 – 900 mm	100	No.	1.00	100.00
M	I.1 – I.23	Fagus sylvatica 600 – 750 mm	100	No.	1.00	100.00
		Top Dressing to Bridle Paths				
		Supply and top-dress bridle paths with conifer wood-chips or hardwood chips to an average depth of 100 mm. Instructions will be issued for not less than 70 cu. m. per application.	70	m ³	10.00	700.00
					To Collection Page	2050.00

		Description	Amount £	
		Collection Page		
		Page 5/1	950	00
		Page 5/2	2050	00
		Page 5/3	950	00
		Page 5/4	2050	00
Total of Section 5 (Carried to Final Summary)			£ 6000	00

SECTION 6
DAYWORKS AND CONTINGENCIES

Dayworks

- a Dayworks will be used as the basis for valuing instructions at the discretion of the CA and only where the item cannot be valued by measurement
- b All dayworks must be agreed with the CA prior to work commencing, and the starting date and time agreed 48 hours prior to commencing
- c All dayworks must be signed by the CA at the end of the week work was carried out on dayworks, or on the Monday of the following week.

Labour

- d The Contractor shall price rates per hour for the categories of labour stated. These rates shall include for all costs affecting labour including bonus payments, overheads and profits
- e Payment will be made for the actual hours worked on site (excluding travel time) based on a maximum 8-hour day or part of a day except in December and January when a maximum 7.5 hour day will be worked, and the Contractor must allow his operatives a lunch break of 30 minutes minimum.
- f Unless otherwise agreed with the CA the hours worked will be 0800 to 16.30 hours (0800 to 1600 hours in December and January).
- g The maximum workers on site on dayworks will be four. Only one foreman's rate of pay will be allowed.
- h Prior to any dayworks commencing, the Contractor will issue to the CA a list of names and grade of operatives (Foreman, Gardener, Labourer) who will be working on the particular job. Any change in personnel and numbers must be given to the CA on the morning of the change.

Materials

- j The Contractor is required to insert the percentage addition in the place provided, he requires for overheads and profit in addition to the cost price of materials used. The percentage is to be calculated and added in the total

Plant

- k The Contractor shall price rates per hour as indicated, inclusive of all necessary costs, overheads, fuel, transport and profits
- l Rates for plant shall include for the operator or driver

Item No.	Specification Reference	Description	Qty	Unit	Rate	Amount	
					£	£	P
Dayworks 2009-2010							
Labour							
A	6/1	Foreman	100	Hours	15.00	1500	00
B	6/1	Gardener	100	Hours	15.00	1500	00
C	6/1	Fully equipped pruning and thinning gang comprising two operatives, at least one chainsaw, tractor and wood chipper.	200	Hours	40.00	8000	00
Materials							
D	6/1	Provide the prime cost of £500 for materials in connection with dayworks.	-	-	-	500	00
E	6/1	Add 10% for overheads and profit.	-	-	-	50	00
Plant							
F	6/1	Van + trailer / pickup and	100	Hours	1.00	100	00
G	6/1	Chainsaw / hedge cutter / strimmer	100	Hours	3.00	300	00
Total of Page 6/2							
(Carried to Final Summary)							
						£11950.00	

Contract NL292

Section 6 (All Provisional)

Item No.	Specification Reference	Description	Qty	Unit	Rate	Amount	
					£	£	p
Dayworks 2010-2011							
Labour							
A	6 / 1	Foreman	100	Hours	15.00	1500	00
B	6 / 1	Gardener	100	Hours	15.00	1500	00
C	6 / 1	Fully equipped pruning and thinning gang comprising two operatives, at least one chainsaw, tractor and wood chipper.	200	Hours	40.00	8000	00
Materials							
D	6 / 1	Provide the prime cost of £500 for materials in connection with dayworks.	-	-		500	00
E	6 / 1	Add 10% for overheads and profit.	-	-		50	00
Plant							
F	6 / 1	Van + trailer / pickup and	100	Hours	1.00	100	00
G	6 / 1	Chainsaw / hedge cutter / strimmer	100	Hours	3.00	300	00
Total of Page 6/3						£ 11950	00
(Carried to Final Summary)							

Contract NL292

**PRESTON PLAY AREAS
MAINTENANCE CONTRACT**

2009 - 2011

CONTRACT NUMBER NL293

(Priced)

Prepared by:

TEP – The Environment Partnership
Genesis Centre
Birchwood Science Park
Warrington
WA3 7BH

For:

Homes and Communities Agency
Arpley House
110 Birchwood Boulevard
BIRCHWOOD
Warrington
WA3 7QH

Form of Tender
Final Summary
Contract Programme
Instructions to Tenderers
Contract Agreement
Preliminaries and General Conditions
Design Risk Assessment
Specification
Schedule of Works
Schedule of Additional Works
Dayworks

Section 1
Section 2
Section 3
Section 4
Section 5
Section 6

FEBRUARY 2009

File Ref: KG/IP/AT/431(NL293).001

Written
SW

Checked
PH

Approved
LD

DEFINITIONS AND ABBREVIATIONS USED IN THESE TENDER DOCUMENTS

DEFINITIONS

The parties referred to in the documents are as follows:

The 'Tenderer' shall mean persons submitting a tender before the tender is accepted.

The 'Contractor' shall be the successful tenderer appointed by the Employer

The whole of the works shall be carried out to their or their authorised representative's satisfaction.

'Works' shall mean any specified operation or operations under this Contract.

The 'Site' shall mean the area agreed by the Contractor and the Contract Administrator.

In this contract:

- (a) Words importing the masculine gender only shall include the feminine gender and vice versa.
- (b) Words importing the singular number only shall include the plural number and vice versa.
- (c) Words importing persons include corporations and vice versa.

ABBREVIATIONS

C.A.	- Contract Administrator	l.m.	- linear metre(s)
m	- metre(s)	ha	- hectare(s)
mm	- millimetre(s)	gm	- gramme(s)
m ²	- square metre(s)	No	- Number

Homes and Communities agency
FORM OF TENDER

Preston Play Areas Maintenance Contract
2009-2011-
NL293

Chief Executive
HCA

Sir

I/We BARTON GRANGE LANDSCAPES (Contractor's name)
having read the letter of invitation, the Preliminaries, Conditions of Contract, the Specification, Schedules of Works, delivered to us and having examined the drawings referred to therein, do hereby offer to execute and complete the whole of the works described for the FIXED PRICE TENDER sum carried from the Final Summary of:

£ 81,010.00

EIGHTY ONE THOUSAND AND TEN POUNDS (amount in words).

I/We confirm that we currently hold (or agree to effect) Public Liability/Third Party Insurance indemnifying us and the Employer against such liability with a limit of indemnity of not less than £5 million in any one accident, unlimited in any one year.

I/We understand that it may be necessary to negotiate a level of cost acceptable to the Employer.

This Tender remains open for acceptance for two calendar months from the tender return date.

I/We have not included in the above sum any amount in respect of VAT.

I/We agree and understand that no insertion or endorsement made to this Form of Tender or any other conditions made by the Tenderer in connection with this tender figure will be accepted by the Employer and any such insertion, endorsement or condition shall render the tender liable to rejection by the Employer.

Dated this 16TH day of MARCH 2009

SIGNED* I CARTMELL WITNESS [Signature]

PRINTNAME I CARTMELL ADDRESS Langley Barn Langley Lane, Greenough

POSITION IN COMPANY GROUNDS MAINTENANCE MANAGER

NAME & ADDRESS OF COMPANY BARTON GRANGE WITNESS

LANDSCAPES, CARDWELL FARM, GARSTANG ADDRESS

ROAD, BARTON, PRESTON, LANC'S PR3 5DR

*IN THE CASE OF PARTNERSHIPS OR SOLE PRACTITIONERS A PARTNER OR THE SOLE PROPRIETOR MUST SIGN HERE.

The Agency do not bind themselves to accept the lowest or any tender and no expense by a person submitting a tender will be paid for.

CONTRACT PROGRAMME

Preston Play Areas Maintenance Contract
2009 - 2011

NL293

PROGRAMME	
TASKS	DATE
Out to Tender	06/03/09
Tender Return	18/03/09
Pre-contract meeting	W/C 23/03/09
Start on site	30/03/09
Completion of Contract Period	27/03/11

The Tenderer must guarantee to complete the specified tasks by the above completion dates, except for reasons beyond their control.

Signed:

[Signature]

On behalf of

BARTON GRANGE LANDSCAPES

Date:

16/03/2009

To be completed and returned as part of the Tender.

INSTRUCTIONS TO TENDERERS

1. The person tendering must obtain for himself on his own responsibility and at his own expense all the information necessary to submit a tender and examine the drawings, Conditions of Contract, Specifications and Schedules of Works prior to submitting his tender.
2. Should there be any doubt or ambiguity as to the meaning of any of the above mentioned documents, such doubt shall be set out in writing by the person tendering prior to submitting the tender.
3. The Contractor will be required to sign the tender documents which shall form the basis of a legal contract.
4. No alteration may be made to any of the documents attached thereto without the written authorisation of the Contract Administrator. If any alterations are made or if these instructions are not fully complied with, the tender will be rejected.
5. The tenderer shall satisfy himself before submitting his tender that he has adequate labour to complete the works and that he is able to obtain supplies of all materials required in connection with the works.
6. The documents must be returned by 1pm on the Return Date in the envelope supplied. Only tenders submitted in the envelope supplied and received before this deadline will be accepted. Tenders submitted bearing any marks identifying the sender will not be opened.
7. Tenderers are to set out their tender in the documents provided and bring forward the total to the Final Summary and the Form of Tender. **THIS MUST BE COMPLETED IN FULL IN BLACK INK.** One copy of the completed and fully priced Final Summary and Form of Tender for this contract should be returned in the envelope provided to Chief Executive, HCA, St. George's House, Kingsway, Team Valley, Gateshead, NE11 0NA.
8. Prices quoted shall be exclusive of Value Added Tax where applicable. The tender should be on a fixed price basis AND REMAIN VALID FOR ACCEPTANCE FOR TWO MONTHS from the tender return date and shall be for the execution of the work in strict conformity with these documents.
9. The tender sum shall include profit, cash discount, cartage, labour, materials and all other expenses of any kind which are all to be borne by the Contractor.

10. The Agency is not bound to accept the lowest or any tender and will not be responsible for or pay for any expenses or losses which may be incurred by the Tenderer in the preparation of his tender.
11. Directions or notice to be given to the Contractor may be posted to the address given on the Form of Tender and such posting shall be deemed good service of such notice and the time mentioned in these documents for doing any act after direction or notice shall be reckoned from the time of posting.
12. Should any further drawings or instructions be issued to tenderers prior to the date for submission of tenders, these will be deemed to be part of the Contract Documents.
13. Information with regard to the existing or proposed position of pipes, cables, wires etc, whether Private or Public Utility or other Statutory Undertakers, is to be obtained by the Contractor from the various Private or Public or Statutory Authorities and the Employer can in no way be held responsible for any inaccurate information obtained.
14. Before any tender can be accepted, the priced document from the lowest tenderer will be checked by the Contract Administrator. The Tenderer will be notified of any errors in computation of his tender and afforded the opportunity to either stand by his tender or withdraw. Should the Tenderer elect to withdraw his offer, the next lowest tender will be examined accordingly.
15. Code of Procedure for Single Stage Selective Tendering 1994 Section 6 Alternative 1 published by the National Joint Consultative Committee for Building will apply.
16. Tenderers who are unable to submit a tender are requested to confirm this in writing as soon as possible, stating their reasons. They should also return all tender documents, so that another Tenderer may be given the opportunity of submitting a tender for this project.

The **Homes and Communities Agency** of Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington, WA3 (hereafter called 'the Agency') has procured the submission of the Form of Tender anticipating the completion of this agreement.

This Agreement is made the _____ day of _____ 20__

between _____

of _____

(herein after called 'the Employer')

of the one part AND _____

of (or whose registered office is at) _____

(hereinafter called 'the Contractor') of the other part.

Whereas

First

The Employer wishes to have landscape maintenance work carried out at:

_____ ('the Works')

Under the direction of the Contract Administrator referred to in Article 3;

Second

The Employer has had the following documents prepared which show and describe the work to be done;

the drawings numbered/listed in _____ (the 'Contract Drawings')

a specification (the 'Contract Specification')

Schedule of Works

Schedule of Additional Works

Schedule of Dayworks

Which for identification have been signed or initialled by or on behalf of each Party and those documents together with the Conditions (collectively the 'Contract Documents') are annexed to this Agreement.

Third

The Contractor has supplied the Employer with a copy of the priced Contract Specification, Schedule of Works, Schedule of Additional Works and Schedule of Dayworks;

Fourth

For the purposes of the Construction (Design and Management) regulations 2007 (the 'CDM Regulations') the status of the project that comprises or includes the Works is stated in the Contract Particulars;

Now it is hereby agreed as follows

Article 1 Contractor's Obligations

The Contractor shall carry out and complete the Works in accordance with the Contract Documents.

Article 2 Contract Sum

The Employer will pay the Contractor at the times and in the manner specified in the Conditions a VAT-exclusive sum calculated in accordance with the priced Specification, Schedules of Works, Schedule of Additional Works and Schedule of Dayworks or such other sum as shall become payable under this Contract.

Article 3 Contract Administrator

For the purposes of the Contract the Contract Administrator is

of _____

or, if he ceases to be the Contract Administrator, such other person as the Employer shall nominate for that purpose (such nomination to be made within 14 days of the cessation), provided that no replacement Contract Administrator appointed for this Contract shall be entitled to disregard or overrule any certificate, opinion, decision, approval or instruction given by any predecessor in that post, save to the extent that the predecessor if still in the post would then have had power under this Contract to do so.

Article 4 CDM Co-ordinator

If the CDM Regulations apply to the project and it is notifiable, the CDM Co-ordinator for the purposes of the CDM Regulations is the Contract Administrator

(or) _____

of _____

or, if he ceases to be the CDM Co-ordinator, such other person as the Employer shall appoint pursuant to regulation 14(1) of those regulations.

Article 5 Principal Contractor

If the CDM Regulations apply to the project and it is notifiable, the Principal Contractor for the purposes of CDM Regulations is the Contractor

(or) _____

of _____

Or, if he ceases to be the Principal Contractor, such other contractor as the Employer shall appoint pursuant to regulation 14(2) of those regulations.

Article 6 Adjudication

If any dispute or difference arises under this Contract either Party may refer it to adjudication in accordance with clause 7.2.

Article 7 Arbitration

Where Article 7 applies, then, subject to Article 6 and the exceptions set out below, any dispute or difference between the Parties of any kind whatsoever arising out of or in connection with this Contract, whether before, during the progress or after the completion or abandonment of the Works or after the termination of the Contractor's employment, shall be referred to arbitration in accordance with Schedule 1 and the JCT 2005 edition of the Construction Industry Model Arbitration Rules (CIMAR). The exceptions to this Article 7 are;

any disputes or differences arising under or in respect of the Construction Industry Scheme or VAT, to the extent that legislation provides another method of resolving such disputes or differences; and

any disputes or differences in connection with the enforcement of any decision of an Adjudicator.

Article 8 Legal Proceedings

Subject to Article 6 (where it applies) to Article 7, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

IN WITNESS WHEREOF the parties hereunto have caused their respective seals to be hereinto affixed the day and year first before written.

THE COMMON SEAL of the employer

was hereunto affixed in the presence of :-

THE COMMON SEAL OF

was hereunto affixed in the presence of :-

SECTION 1

PRELIMINARIES & GENERAL CONDITIONS

PRELIMINARIES

1.1 SCOPE OF CONTRACT

The proposed contract is to commence on 30/03/09 and be completed on 27/03/11 and will include the routine and general landscape management of the soft and hard landscape areas within the Contract boundary for the total contract period.

Homes and Communities Agency are actively seeking to disengage from its residual assets and as such it is possible the works contained within the contract will be transferred to a responsible organisation during the contract period. In this event the novation agreement contained in this document will apply.

1.2 LOCATIONS OF AND ACCESS TO THE WORKS

The Works will be required in various sites in the Preston district.

The Contractor will be responsible for agreeing methods of access to the sites with the C.A., and also for ensuring that his own vehicles and those of subcontractors, suppliers or others employed by him under this contract use only the agreed routes.

1.3 CONTRACT DRAWINGS

The Contract Drawings will be as follows:

Drawing Number/Revision.	Scale.
KG/IP/AT/431(NL293).001	NTS
KG/IP/AT/431(NL293).002	NTS
NL/STD/023	1:10
NL/STD/030	1:10
NL/STD/052	1:20
NL/STD/55A	1:20
NL/STD/083	As shown

1.4 PRELIMINARY INVESTIGATION & NATURE OF SITES

- a) The Tenderer is advised to visit and inspect the sites and shall satisfy himself of the full requirements of the Contract, prior to submission of his tender. He shall carry out any investigations that he may consider necessary to satisfy himself of the ground conditions, the availability of any mains services for temporary supply that may be required in carrying out the Works, the extent, character and accessibility of the site and all other conditions affecting the Works.

- b) No claim on the grounds of lack of knowledge of any of the above mentioned items will be entertained.
- c) The Employer may have work currently being undertaken on a number of the Contract sites. The successful contractor will be advised of **these** at the commencement of the Contract.
- d) The Contractor shall liaise with the statutory service providers as necessary for the location of services which may require to be verified for the safe execution of the Works.

1.5 **GIVING OR SERVICE OF NOTICES OR OTHER DOCUMENTS**

Any notice or other document shall be given or served by any effective means to the address given on the Form of Tender unless otherwise agreed in writing with the Employer.

1.6 **RECKONING PERIODS OF DAYS**

Where under this Contract an act is required to be done within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include a day which is a Public Holiday that day shall be excluded. A 'Public Holiday' shall mean Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday.

1.7 **LANDFILL TAX**

The prices used or set out by the Contractor in the Contract Documents are based upon the incidence and rate of landfill tax (as referred to in the Finance Act 2005 Part 4) on waste deposited on a licensed landfill site and for which at the date of tender the landfill site operator is accountable to HM Customs and Excise.

If in respect of waste arising out of the carrying out and completion of the Works which the Contractor after the date of tender deposits on a licensed landfill site the price charged by the operator of that site to the Contractor for such deposit is increased or decreased by reason only of a change in the incidence or rate of landfill tax effective after the date of tender from what would have been charged before that effective date the net amount of that increase or decrease shall as the case may be, paid to or allowed by the Contractor.

No payment pursuant to the above clauses shall be made if the Contractor could reasonably be expected to have disposed of the waste other than to a licensed landfill site.

1.8 **DECLARATION OF INTEREST**

The Contractor agrees that neither he (or in the case of a Company, any Director of that Company or in the case of a Partnership, any Partner thereof) nor any Employee of the Contractor is related to any Member or Employee of the Employer and that no Member or Employee of the Employer has any interest whether financial, managerial or otherwise in the Contractor other than any such relationship communicated in writing to the Agency prior to the date of Tender.

1.9 TUPE

Contractors are advised that the terms of the European Acquired Rights Directive 77/187 and the Transfer of Undertakings (Protection of Employment) Regulations 1981 (as amended) and the Transfer of Undertakings (Protection of Employment) Regulations 2006, (hereafter collectively referred to as "TUPE") may possibly apply to a part of the existing workforce employed by incumbent contractors in relation to the Work to be performed by the successful Contractor(s) under the Contract.

Whether or not TUPE applies to this Contract is a matter of law, which can only be determined after the tenders have been received. If TUPE applies then the existing workforce employed by the relevant incumbent contractor in relation to the Work to be performed that may be subject to automatic transfer of employees to the successful Contractor(s) on their existing conditions of employment, including rates of pay.

Contractors are to note that, if successful, and if TUPE applies, they will have an obligation, subject to relevant legislation, to fulfil the requirements of TUPE, which include but are not limited to the following:

- a) The need to consult either an elected employee or representative of an independent recognised trade union about the transfer and any measures proposed in relation to the transfer;
- b) The need to maintain existing conditions of employment, including rates of pay.
- c) The need to provide a broadly comparable pension scheme.
- d) Potential liability in respect of claims for redundancy, unfair dismissal, dismissal relating to the transfer, failure to consult as required, and all other claims related to employees of the incumbent contractor involved in work relating to this Contract.

Contractors are advised in any event to seek independent professional advice on the effects of TUPE on their tender. English Partnerships cannot accept responsibility for Contractors failure to do so or any consequent loss through Contractors failure to seek independent advice.

Contractors are requested to submit their tender on the basis that the TUPE will not apply, but if it is subsequently determined that TUPE is to apply the Contractor shall be under the obligation to comply with the legal obligations of TUPE and as set out above, and the Contractor will indemnify English Partnerships in respect of any TUPE claims arising during the contract term, subject to precise wording to be agreed.

GENERAL CONDITIONS

2.1 CONDITIONS OF CONTRACT

The Contractor shall observe and comply with the Conditions of Contract and any terms, conditions and stipulations set out in the Specification and Schedules.

The Contractor's attention is specifically drawn to the requirements relating to indemnification of the Employer against all claims for damage to persons and/or property including claims arising out of misconduct of his employees (see Clause 2.25) and to the need to provide his Waste Carrier Registration Number (Clause 2.18).

The Contractor will be required to sign and return the Contract Agreement (see the example of the agreement located at the front of this document) within 14 days of issue by the Employer's legal consultant.

The Contract shall be signed as a Deed.

2.2 SITE MEETINGS

The Contractor shall on a week by week basis advise the C.A. of his forthcoming work schedule stating operations to be undertaken and location of the specified operations. This will enable the C.A. to monitor progress of the Work and, if necessary, make contact with the Contractor's foreman.

2.3 CONTRACTOR'S PROGRAMME

The Frequency Schedule provided at the end of the Specification indicates the provisional programme of Works which the Contractor shall carry out under this Contract.

The Contractor shall notify the CA in advance of all adjustments to the programme, which may be necessary whether for seasonal or ground conditions, or because of his own operational reasons.

It is accepted that for a variety of reasons the Contractor may make last minute changes to the programme and all adjustments must be notified to the CA no later than the agreed date and time for the commencement of the Works.

The non-routine maintenance operations may be proposed by the Contractor or the CA. If agreed by the CA they shall confirm in writing by issuing an Instruction or Order within 5 working days. Payments for completed site works will only be authorised by the CA upon receipt of an application for payment indicating that the required site works have been completed to his satisfaction. An example of an application for

payment can be seen in Appendix A. The application shall include daywork sheets receipts etc, as necessary, cross referenced to the Instruction or Order number.

The Contractor shall only proceed with works which have been so agreed in writing by the CA; no payment can be authorised for works carried out on the basis of a verbal request which has not been supported by an Instruction or Order.

2.4 **STANDARD OF WORK & CONTRACT MONITORING**

All operations shall be undertaken with due diligence in a workmanlike manner in accordance with current British Standards and Codes of Practice and the principles of good horticultural practice and the finished works will be in keeping with this requirement and to the satisfaction of the C.A.

The C.A. will issue contract monitoring reports to the Contractor at intervals not exceeding three months. The Contractor will have the opportunity to comment in writing on the content of these reports. It is expected that an agreed default procedure will be put in place at the commencement of the Contract.

2.5 **COMPETENT PERSON**

The Contractor shall provide full and adequate supervision during the progress of the Works and shall keep on the sites a competent named foreman or leading hand approved by the C.A. (which approval may be withdrawn at any time) who will be available to receive and act upon (on behalf of the Contractor) all instructions, directions or orders issued by the C.A. at all times during working hours. The approved foreman or leading hand shall attend the C.A.'s office when so required.

2.6 **OPERATIVES**

The Contractor shall provide all skilled and unskilled labour necessary for due completion of the Works. The operatives shall at all times be employees of the Contractor (or sub-contracted to him from another Contractor) and therefore not employees of the Employer. The Contractor shall make all the appropriate deductions from these operatives' wages in respect of P.A.Y.E., N.I. and other contributions.

2.7 **RESPONSIBILITY FOR PERSONNEL**

The Contractor shall ensure that his employees and agents whilst engaged on the Works shall be of good behaviour and comply with all relevant statutory provisions and requirements. Insofar as may be necessary to comply with this provision the Employer may give such instructions as considered necessary to any of the Contractor's operatives. In all other respects the Employer shall have no direct

jurisdiction or control over such operatives.

2.8 **EXCLUSION FROM THE WORKS**

The C.A. may (but not unreasonably or vexatiously) issue instructions requiring the exclusion from the Works of any person(s) employed thereon.

2.9 **ACCESS TO SITE**

- a) The Contractor shall, at his own expense, provide sleeper access over pavements if necessary for the completion of the Works and on completion of the Works make good all surfaces damaged or disturbed to the entire satisfaction of the Local Authority and the C.A. The Contractor shall ensure that all entrances to sites, cycleways, footpaths and highways are kept free of all materials dropped or deposited from his or his agent's vehicles transporting materials to and from the sites.
- b) Padlocked gates give access to a number of the sites within the contract. The Contractor will be given a key as appropriate. The Contractor shall close and padlock the gates immediately after each use. At no time should gates be either left open or unlocked. If travellers gain access to any site, after a gate has been left open by the Contractor during the course of the Works, then the Contractor shall be liable for any costs incurred in cleansing the site once the travellers have vacated it.
- c) The Contractor shall not enter adjoining property at any time without firstly obtaining authority from the owner of the adjoining property and the C.A.
- d) The C.A. and any person or persons authorised by him shall be at liberty to enter the sites of the Works at all reasonable times. The Contractor is to give every facility to the C.A. or his representative for the inspection of the work in progress on the sites.

2.10 **LATE EVENING AND WEEKEND WORKING**

If the Contractor wishes to work after 7.00p.m. Monday to Friday and on Saturdays after midday, Sundays or Bank Holidays, prior notice must be given and permission must be obtained from the C.A. Where sub-contractors are used on the works, the Contractor must ensure that they are aware of and conform to this requirement.

2.11 **PLANT AND TOOLS**

- a) The Contractor shall provide at his own expense all tools, implements, plant vehicles, transport, fuel and other appliances

required for the proper completion of the Works in a good and workmanlike manner to the true intent and meaning of this Specification.

- b) All plant, tools, implements and vehicles shall comply with the relevant statutory requirements in force during the period in which they are in use.

2.12 ADVERTISING

Advertising in any form on or about the works is prohibited except for the Contractors vehicle which may be signwritten.

2.13 HEALTH AND SAFETY AND WELFARE

- a) The Contractor's attention is drawn to the Management of Health and Safety at Work Regulations 1999 and particularly to Regulation 3 which relates to risk assessment. The Contractor's attention is also drawn to the Construction Design and Management Regulation 2007. HCA have defined the following landscape activities as 'construction' work:
 - Excavation work;
 - Planting of large trees;
 - Erection of fences;
 - Construction of bunds; and
 - Hard landscaping works.
- b) As this work will not normally be notifiable no CDM co-ordinator will be appointed but in accordance with the new regulations a Design Risk Assessment has been provided within this document in Section 2 to enable the Contractor to produce suitable and sufficient risk assessments specific to this contract and present the assessments to the C.A. within fourteen days of the award of the contract. The risk assessments will include:-
 - i) Details of staff having day to day responsibility for Health and Safety on site, giving name, position, qualifications and experience.
 - ii) General Risk Assessments and those for Control Of Substances Hazardous to Health (COSHH), Personal Protective Equipment (PPE), Noise and Manual Handling.
 - iii) First Aid precautions and provisions for meeting first aid requirements and details of Emergency Procedures, taking into account the variety of site factors that may influence these procedures.
 - iv) Identification of any site specific risks and outline of appropriate responses.

- c) On all sites the following information must be recorded: the location of the work, access points, emergency numbers, persons present on site, the operations to be carried out with reference to the relevant generic risk assessment and an "On Site" pre-commencement risk assessment identifying the risks. These site records shall be retained by the contractor and made available to the CA on request.
- d) Where the nature of the task and the specific nature of the site are not covered by the generic risk assessment a task / site-specific risk assessment must be prepared and submitted to the CA along with a method statement for approval.
- e) Following completion of the risk assessments described above, if requested by the C.A. the Contractor shall provide a method statement in respect of hazards related to each sit or operation for any specific matters not covered by the above risk assessments.
- f) The Contractor shall allow for compliance with all the relevant legislation contained in the current HASAW Act plus any other relevant statutory requirements in force.
- g) The Contractor's attention is drawn to the Construction (Health, Safety and Welfare) Regulations and the Health and Safety (Employment of Young Persons) Regulations 1997.
- h) The Contractor shall maintain Registers where required by law and shall carry out regular statutory inspections of equipment and plant with signed entries in the appropriate register.
- j) The Contractor shall publish his own Safety Policy, a copy of which shall be lodged with the Employer at Arpley House, prior to the commencement date of the contract. The Contractor shall ensure that his own employees as well as any sub-contractors are aware of their duties and responsibilities under his Safety Policy. All new employees and sub-contractors are to be given safety induction prior to them carrying out any part of the Works on the site.
- k) The Contractor shall nominate a member of his staff to be responsible for Safety, Health and Welfare and such nominated person shall liaise with the C.A., on all relevant occasions throughout the duration of the contract.
- m) Adequate protective measures shall be taken to protect employees, members of the public and all other persons.
- n) The Contractor shall notify the C.A. and Jacobs, the Employer's

Health and Safety Consultant, immediately by the fastest possible means of all site accidents, dangerous occurrences and matters involving the general public and diseases notifiable to either the Health and Safety Executive or the Local Authority which occur during the Contract period. The C.A. and Jacobs shall be provided with copies of written reports of such occurrences.

- p) If the Contractor receives a site visit from an officer of the Health and Safety Executive or any other enforcing body during the course of the Works, the C.A. and Jacobs shall be notified of full details of the visit, including details of any stoppages of work for safety reasons.
- q) Site plant shall only be used by operatives having the relevant Certificate of Competence issued by Construction Industry Training Board (CITB) or other recognised training body. The Contractor shall provide copies of the relevant certificates to the C.A.
- r) The Contractor shall ensure that there are two operatives on site at all times whilst either a chainsaw, a chipping machine or other motorised work equipment is in operation or during tree climbing operations. The Contractor shall ensure that the following minimum safety equipment is used by the operators of the following machinery:

Chainsaws

Safety boots with protective guarding at front vamp and foot.
Chainsaw mitts or gloves with chain resistant material guarding the back of the left hand
Safety helmets to BS5240 incorporating eye and ear protection.
"Ballistic" or equivalent trousers and jackets (i.e. reinforced to withstand chainsaw cuts)

Chipping machine

Safety boots
Safety helmets to BS5240
Eye protection
Ear defenders
Long-sleeved non-slag outer clothing including long trousers

Drivall

Safety boots
Safety helmet to BS5240

Hedge trimmer

Safety boots with protective guarding at front vamp and foot
Chainsaw mitts or gloves with chain resistant material guarding the back of the left hand
Safety helmets to BS5240 incorporating eye and ear protection.

"Ballistic" or equivalent trousers and jackets (i.e. reinforced to withstand chainsaw cuts)

Strimmer or clearing saw

Safety boots with protective guarding at front vamp and foot

Chainsaw mitts or gloves with chain resistant material guarding the back of the left hand

Safety helmets to BS5240 incorporating eye and ear protection.

"Ballistic" or equivalent trousers and jackets (i.e. reinforced to withstand chainsaw cuts)

Stump grinding machine

Safety boots

Eye protection

Ear defenders

Long trousers

- s) The Contractor shall at all times provide First Aid Equipment for operatives in accordance the Health and Safety (First Aid) Regulations 1981.
- t) Chainsaws may only be used by operatives over the age of 18, having adequate training, expertise and holding a Certificate of Competence awarded by an appropriate and recognised training body. The Contractor shall provide copies of the relevant certificates to the C.A.
- u) Operatives engaged on arboriculture/tree surgery shall have adequate training, expertise and hold a certificate of competence in this kind of work issued by a recognised testing body. The Contractor shall provide copies of the relevant certificates to the C.A.
- v) The standards of training of operatives, use and maintenance of equipment, and methods of working in respect of pesticide applications, chainsaws, tree felling, thinning, coppicing, shrub clearance and tree surgery shall be at least equal to that described in the latest advisory and guidance literature published by the Health and Safety Executive, and by the Arboriculture and Forestry Advisory Group (AFAG).
- w) Where herbicides are being applied, the Contractor shall provide the following minimum safety equipment for use by his operatives:

Coverall

Goggles/eye shield

Respirator mask fitted with a pre-filter pad for organic vapours, dust and fumes (except for application of granular herbicides)

Rubber boots

Rubber gloves

First Aid Kit

A supply of clean fresh water in an appropriately marked container (minimum 22 litres).

- x) The application of herbicides by Knapsack sprayer (or Controlled Droplet Applicator) should be carried out in accordance with the provisions laid down in the HSE and AFAG's leaflet (No. 202, April 2003) "Application of Herbicides by Hand-Held Applicators", available for download at www.hse.gov.uk. The Contractor must also comply in full with the "Code of Practice for the Safe Use of Pesticides on Farms and Holdings" HSE and Defra, 1998.
- y) The C.A. will suspend site operations should the Contractor fail to comply with any of the above safety regulations or procedures.
- z) In the event of any of the Contractor's operatives breaching the Control of Pesticides Regulations 1986 (amended 1997), or the Code of Practice for Safe Use of Plant Protection Products 2006, or carrying out works in such a manner as to fail to comply fully with the Health and Safety at Work Act, 1974 (including safe working under the Road Traffic Acts), or the Control of Substances Hazardous to Health Regulations 2002, the following procedure will apply:
 - i) For the first infringement: The C.A. shall issue a verbal warning and note the incident.
 - ii) For the second infringement: The C.A. shall issue a written warning to the Contractor's representative; this shall be followed by a formal and final written warning contained in a letter from the C.A. detailing the incidents.
 - iii) Any subsequent infringement will result in the Contractor being removed from the site.
 - iv) In the event of an incident of infringement being judged by the C.A. to be sufficiently serious, the procedure indicated in section iii) above may be invoked without recourse to stages i) or ii).

2.14 OTHER LEGISLATION

The Contractor's attention is drawn to the following Acts and Regulations since they are pertinent to the work in hand. That is not to say that these are any more or less important than any other legislation. The Contractor should abide by all relevant legislation.

2.15 WILDLIFE

The Contractor is made aware that bats may roost in trees and birds may nest. Bats and their roosts are protected from damage or destruction or from the "carrying out of acts which would result in their deterioration" by the Conservation (Natural Habitats & c.) Regulations 1994, and their amending legislation. All wild birds at the nest are protected by the Wildlife & Countryside Act, 1981, as amended by the Countryside and Rights of Way Act 2000. Should the Contractor find a bat or roost or occupied bird nest in any tree on which he is instructed to work, he shall cease work immediately, making the works safe, and seek instruction from the Contract Administrator as to how to continue the work.

Should the Contractor have reasonable cause to suspect that a bat roost may be present in a tree on which he is instructed to work, he shall refrain from working and seek instruction from the Contract Administrator.

The Contractor is made aware that water voles may inhabit stream and ditchside habitats. A water voles place of shelter is legally protected through its inclusion of Schedule 5 of the Wildlife and Countryside Act 1981. It is an offence to intentionally damage, destroy, or obstruct access to any structure or place which water voles use for shelter and protection, or to disturb water voles within their habitat. Should the contractor find water voles in an area they have been instructed to work, he shall cease work immediately, making the works safe, and seek instruction from the C.A. as to how to continue work.

2.16 CONTROL OF POLLUTION ACT 1974: NOISE

The Contractor's attention is drawn to this Act (Amended 1990), and in particular Part III of the Act in connection with the Control of Noise. The use of portable radios and tape/cassette players etc. will not be permitted within the area of the works.

The Contractor should satisfy himself as to the requirements of the Local Authority, and the provisions of any Code of Practice with regard to the implementation of this Act, and should allow in his prices for any effect that compliance with these requirements and provisions may have on the execution of this Contract. The Contractor should note that generally the surrounding properties are occupied and he is to cause the absolute minimum of nuisance and inconvenience to the occupiers.

2.17 C.O.S.H.H. REGULATIONS

The Contractor shall comply with the Control of Substances Hazardous to Health Regulations 2002 insofar as they apply to substances used on or about the works to which the contract relates. On request, he shall supply evidence of such compliance by providing a list of all substances

used together with copies of the assessments.

2.18 **THE CONTROLLED WASTE (REGISTRATION OF CARRIERS AND SEIZURE OF VEHICLES) REGULATIONS**

Under the above amendment to the Control of Pollution Act it is an offence to transport controlled waste in the course of business or for profit if the carrier is not registered.

The Contractor should satisfy himself as to the requirements of these Regulations and should allow in his prices for any effect compliance may have on the execution of this Contract. The Employer reserves the right to ask for and inspect evidence of registration at any time during the period of this Contract. The Contractor will produce such evidence on demand.

2.19 **SAFETY OF THE GENERAL PUBLIC**

- a) The Contractor is to take all reasonable precautions to protect the safety of all persons and property. Approved warning and hazard signs must be erected at all points where Works of a hazardous nature are being carried out and unattended machines and plant must not be left on site.
- b) Warning signs and cones are to be erected by the Contractor for all works in close proximity to footpaths and roadways after consultation with and obtaining the approval of the Local Police and Highway Authorities. The Contractor shall keep open all rights of way, footpaths and roadways on or about the works to the satisfaction of the C.A.

2.20 **WORK ON OR ALONGSIDE THE PUBLIC HIGHWAY**

The Contractor shall not cause any unnecessary interference with traffic along the Public Highway. The Contractor shall ascertain all statutory requirements and comply with the requirements of the appropriate Police Authority and Highway Authority as to any requirements, regulations, directions and instructions concerned with the movement of traffic, security and like matters about the works. The C.A. shall provide the Contractor with a list of contacts for the Local Highway Authorities. The C.A. shall be informed of the outcome of any such discussions.

2.21 **FINES AND CHARGES**

The Contractor will be responsible for paying all fines and charges incurred as a result of any breach of the above requirements and shall indemnify the Employer against any such fines and charges.

2.22 **FIRE PRECAUTIONS**

The Contractor shall take all reasonable precautions to minimise fire risks. The burning of arisings, litter and prunings is prohibited within the Contract area.

2.23

DAMAGE TO PROPERTY, INCLUDING HIGHWAYS, ROADS, KERBS, CHANNELS, FOOTPATHS, PAVEMENTS, PUBLIC UTILITY SERVICES, ANY EXISTING LANDSCAPE FEATURES AND SURFACES

- a) Before commencing any work on any site, the Contractor shall confirm details of any service drain or other apparatus within the site with the appropriate company or agency (The Company). The Contractor shall make his own enquiries to the Company concerned and satisfy himself that the details received from the Company indicate that there is no conflict with the works. If the details received show that the works or the movement of plant or equipment on site may endanger any apparatus, the Contractor shall give the Company representative at least 7 days written notice of the date on which it is intended to commence such works in order that the presence of sub surface apparatus can be indicated by markers placed by the Contractor under the supervision of the Company representative.
- b) The Contractor shall carry out all works in connection with this contract in accordance with the requirements of both the Company's and the Health and Safety Executive's safe working procedures and standards.
- c) The Contractor is to indemnify the Employer against any damage to the highways, roads, kerbs, channels, footpaths, pavements, services and any existing landscape planting or surfaces arising out of or in connection with his acts in the execution of this Contract or his negligence. He shall make good any such damage at his own expense to the satisfaction of the appropriate Authority and the C.A.
- d) The Contractor shall keep the roadways, pavements and footpaths clear of soil, mud, grass cuttings and other obstructions to the satisfaction of the Employer, the Highway Authority for that road or roads, and local residents and businesses.
- e) The Employer reserves the right, in all cases, to make alternative arrangements for the rectification of such damage, using his own or any other Agency and to deduct the cost from monies owing to the Contractor.
- f) All tools, plant and equipment, including vehicles shall be used in such a manner as will not cause damage to fences, walls, gates, paths, paved areas, manholes, drains, gullies, turf, trees, hedges, shrubs and plants or to gas, electricity, telephone, television or

water services, or to property of any kind. Should any damage result from non-compliance with this clause, the Contractor shall, at his own expense, make good or pay for making good any damage and carry out all necessary negotiations with the appropriate authorities or owners of such property.

- g) All vehicles shall comply with speed limits prescribed for carriage roads, but elsewhere vehicles must proceed at walking pace and give precedence to pedestrians.

2.24 **REMOVAL OF RUBBISH AND PRUNINGS**

It should be noted that rubbish may include noxious and human waste, vermin, abandoned vehicles, scrap, oil, asbestos and old batteries.

The Contractor shall remove all rubbish, prunings and superfluous materials from the site of the Works to the entire satisfaction of the C.A. and shall make his own arrangements for the collection and tipping of rubbish and prunings arising from the contract. All rubbish is to be carted to an approved tip; any expenses incurred will be the responsibility of the Contractor. **NO UNAUTHORISED TIPPING SHALL BE CARRIED OUT BY THE CONTRACTOR WITHIN THE CONTRACT AREA OR IN ANY OTHER PLACE.**

The site of the Works is to be left clean and tidy and clear of arisings at the end of each working day.

2.25 **CONTRACTOR'S LIABILITY AND INSURANCE**

The Contractor shall indemnify the Employer against all claims in respect of injury (including fatal injury) or damage arising out of, or in connection with the execution of this Contract, to any person or property unless such injuries or damage shall be caused by any act or neglect on the part of the Employer.

Third Party Insurance: without prejudice to or limitation of his obligations to the Employer under the last foregoing paragraph the Contractor shall keep in force throughout the currency of the contract an effective insurance policy covering him against third party claims for injury (including fatal injury) or damage to persons or property in the sum of at least £5,000,000 for any one accident and unlimited in any one year and shall procure the endorsement on the policy of the Employer's interest therein in respect of and during the currency of the contract. Any such policy and the receipts for current premiums shall on demand be produced to the Employer for inspection.

2.26 **NOVATION, ASSIGNMENT AND SUBLETTING**

The Contractor consents to an assignment or novation of this Contract by the Employer:

In the event of a novation within fourteen days of the receipt of the written request of the Employer the Contractor will enter into a novation deed in respect of this Contract in the form attached as Appendix D with such third party as the Employer in its discretion shall nominate.

The Contractor shall not without the written consent of the Employer:

- a) Assign this contract or any part of it, or
- b) Sub contract the Works or any part thereof.

2.27 PAYMENT TO CONTRACTORS

The Contractor shall prepare valuations and invoices for payment at intervals of not less than four weeks calculated from the date of the commencement of the Contract in respect of the value of the Works properly executed, any amounts either ascertained by the Contractor or agreed by the parties less any sums previously certified for payment.

The CA shall prepare a certificate certifying progress payments to the Contractor in respect of the Works which in the opinion of the CA have been properly executed, less a retention of 2.5% and less any sums previously certified from agreed valuations as described above. Payments to the Contractor in respect of the amounts so certified will be payable within 21 days of the date of the certificate.

At the completion of all Works and obligations by the Contractor under this Contract, the CA will issue a completion certificate. At this stage, the Contractor shall prepare a final account for agreement by the CA following which the final payment certificate will be issued to release the outstanding payment due to the Contractor, if any, or as the case may be to the Employer.

Payment may also be made on an order by order basis with individual invoices raised by the Contractor in respect of each completed order, as agreed by the C.A. Payments will be made within 28 days of the date of a correct invoice.

If the Employer proposes to withhold part or the whole of any payment, the Employer shall give the requisite notices in accordance with the requirements of the Construction, Housing and Regeneration Act 1996.

2.28 TAX CERTIFICATE

It is expected that maintenance work under this Contract will require the Contractor to be in possession of a Sub-Contractor's Tax Certificate (Form CIS6), and the Contractor shall be required to produce the same for inspection by a Employer Officer on request. In the event of failure to produce a valid certificate, the Contractor may be liable to have tax deducted from all payments relating to such works in accordance with the conditions of the Inland Revenue Construction Industry Scheme.

2.29 **VAT CHARGEABLE UPON GOODS AND SERVICES**

Tenders from parties who are registered VAT payers should have excluded from the tender figure those items of VAT which will be borne by the Employer. The correct amount of VAT due should be shown on the monthly invoice as part of the payment to the Contractor.

2.30 **FLUCTUATIONS**

The tendered price shall not be subject to any fluctuations in respect of changes in the rates of wages or prices of materials, plant and other resources employed in carrying out the Works, or other variations whatsoever during the currency of the Contract.

2.31 **VARIATIONS AND CONTRACT ADMINISTRATOR'S INSTRUCTIONS**

The Employer may from time to time issue formal Instructions to the Contractor.

Instructions from the C.A. shall be carried out forthwith by the Contractor. Where such instructions are issued by handwritten Site Directions, these are to be the operative instructions, and will be confirmed by formal Instructions in each case.

If within 7 days after receipt of a written notice from the C.A. requiring compliance with an instruction the Contractor does not comply therewith then the Employer may employ and pay other persons to carry out the work and all costs incurred thereby may be deducted by him from any monies due or to become due to the Contractor under this Contract or shall be recoverable from the Contractor by the Employer as a debt.

The C.A. may increase or decrease or change the Works or the order or period in which the Works are required to be carried out under the Contract. Adjustments to valuations will be calculated as described in Clause 2.39.

2.32 **DETERMINATION BY THE EMPLOYER**

The Employer may, but not unreasonably or vexatiously, by notice by registered post or recorded delivery to the Contractor forthwith determine the employment of the Contractor under this contract if the Contractor shall make default in any one or more of the following respects that it to say:

2.32.1 If the Contractor without reasonable cause fails to commence the Works within 14 days from the issue date of any Official Order

2.32.2 If without reasonable cause the Contractor wholly suspends the carrying out of the Works or

- 2.32.3 If the Contractor fails to proceed with the Works with reasonable diligence in accordance with the specified Work Programme or
- 2.32.4 If the Contractor refuses or persistently neglects to comply with an instruction from the C.A. requiring him to remove or replace improper materials or rectify defective work or
- 2.32.5 If the Contractor becomes bankrupt or makes any composition or arrangement with his creditors, has a proposal in respect of his company for a voluntary arrangement for a composition of debts or scheme or arrangement approved in accordance with the Insolvency Act 2000 in respect of his company to the court for the appointment of an administrator or has a winding up order made or (except for the purposes of reconstruction) a resolution for voluntary winding up passed or a receiver or manager of his business or undertaking is duly appointed or has an administrative receiver as defined in the Insolvency Act 1986 appointed or possession is taken by or on behalf of any creditor of any property the subject of a charge.
- 2.32.6 In the event of the Employer determining the employment of the Contractor as aforesaid the Contractor shall immediately give up possession of the site of the Works and the Employer shall not be bound to make any further payment to the Contractor until after completion of the Works.

Provided always that the right of determination shall be without prejudice to any other rights or remedies which the Employer may possess.

2.33 **DETERMINATION BY THE CONTRACTOR**

The Contractor may but not unreasonably or vexatiously by notice of registered post or recorded delivery to the Employer forthwith determine the employment of the Contractor under the Contract if the Employer shall make default in any one or more of the following respects, that is:

- 2.33.1 If the Employer fails to make any payment due under the provisions of Clause 2.26 within 28 days of such payment being due, or
- 2.33.2 If the Employer or any person for whom he is responsible interferes with or obstructs the carrying out of the Works, or
- 2.33.3 If the Employer fails to make the sites available for the Contractor within 14 days from the commencement date of the Contract, or

2.33.4 If the Employer becomes bankrupt or makes a composition or arrangement with his creditor.

Provided always that the right of determination shall be without prejudice to any other rights or remedies which the Contractor may possess.

2.34 ARBITRATION

If any dispute of difference concerning this Contract shall arise between the Employer or the C.A. on his behalf and the Contractor either during the progress or after the abandonment of the works or after the determination of the employment of the Contractor it shall be referred to arbitration in the following manner:

- a) When either the Employer or the Contractor require a dispute to be referred to arbitration, the Employer or the Contractor shall give written notice to the other to that effect and such dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties as the Arbitrator, or upon failure so to agree within 14 days after the date of the aforesaid written notice, of a person to be appointed as the Arbitrator on the request of either the Employer or the Contractor by the President or a Vice President for the time being of the Landscape Institute.
- b) The Arbitrator shall, without prejudice to the generality of his powers, have power to rectify the Agreement so that it accurately reflects the true agreement made by the Employer and the Contractor, to direct such measurements and/or valuations as may in his opinion be desirable in order to determine the rights of the parties and to ascertain and award any sum which ought to have been the subject of or included in any certificate and to open up, review and revise any certificate, opinion, decision, requirement of notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision, requirement or notice had been given.
- c) The award of such Arbitrator shall be final and binding on the parties.
- d) If before making his final award the Arbitrator dies or otherwise ceases to act as the Arbitrator, the Employer and the Contractor shall forthwith appoint a further Arbitrator, or, upon failure so to appoint within 14 days of any such death or cessation, then either the Employer or the Contractor may request the President or Vice-President for the time being of the Landscape Institute to appoint such further Arbitrator. Provided that no such Arbitrator shall be entitled to disregard any direction of the previous Arbitrator or to vary or revise any award of the previous

Arbitrator except to the extent that the previous Arbitrator had power so to do under the JCT Arbitration Rules and/or with the agreement of the parties and/or by the operation of law.

- e) The arbitration shall be conducted in accordance with 'JCT Arbitration Rules' current at the date of this agreement. Provided that if any amendments to the Rules so current have been issued by the Joint Contracts Tribunal after the aforesaid date the Employer and the Contractor may, by a joint notice in writing to the Arbitrator, state that they wish the arbitration to be conducted in accordance with the JCT Arbitration Rules as so amended.

2.35 **RECTIFICATION OF WORK**

During the period of one calendar month following the end of the Contract period and at any time during the Contract period the Contractor may be required to rectify any unsatisfactory work and to complete any outstanding works required under the terms of the Contract to the entire satisfaction of the C.A. Such rectification shall be at the Contractor's expense.

2.36 **MATERIALS**

- a) The Contractor shall provide at his own expense all materials, chemicals, matters and things of every description that may be required for properly executing this Contract whether specifically described or not.
- b) The Contractor shall, if required, furnish the C.A. with satisfactory evidence that materials are of the specification and quality specified and shall provide samples for approval and for testing by the C.A. who shall have power to reject any materials which do not correspond with approved samples.

2.37 **WATER SUPPLY**

Should water be necessary for any work the Contractor is to make his own arrangements for such supply of water and pay all fees in conjunction therewith.

2.38 **SCHEDULE OF ADDITIONAL WORKS & DAYWORKS**

The C.A. may instruct the Contractor to undertake the provisional works contained in the Schedule of Additional Works and Dayworks sections of this document.

Such additional work may at the sole discretion of the C.A., be offered in the first instances to the Contractor and valued according to the rates quoted in the Schedule of Additional Works or Dayworks.

The C.A. does not guarantee that any such additional work will be offered to the Contractor and reserves the right to offer this additional work to any other contractor.

2.39 **PROVISION FOR OMISSION OF WORKS & OTHER VARIATIONS**

The Employer is gradually disposing of its Estate and, accordingly, reserves the right to remove all or part of the areas of landscape from the maintenance schedule at any time during the period of the Contract as necessary, subject to one month's notice being given to the Contractor prior to such action.

The resultant cost saving to the Employer in respect of maintenance works no longer required shall be calculated from the Schedule of Works and agreed with the Contractor.

Any work omitted in addition to the work referred to above, or addition ordered or other change made to the Works or the order or period in which they are to be carried out in accordance with an C.A. instruction shall be valued by the C.A. on a fair and reasonable basis, using where relevant rates quoted in the Schedule of Works. Alternatively the price may be agreed between the C.A. and the Contractor carrying out any such instruction.

2.40 **PERSONS IN THE SERVICE OF THE EMPLOYER**

Persons in the service of the Employer are not allowed, under any consideration, either directly or indirectly, to do any work for, execute any Agency for, or receive gratuities or other payments from the Contractor.

2.41 **CITIZENS CHARTER - EMPLOYER'S POLICIES & SERVICE STANDARDS**

The Employer has published a statement of its Policies and Service Standards which is available to members of the public and Contractors on request.

The Contractor shall provide ID Cards to all operatives who may be active on the Employer's sites. The Employer will provide unfixed Inconvenience Notice Boards to the Contractor for use on site. These will give details of both the Employer's and the Contractor's address and telephone number, and are to be placed in safe, supervised locations on site whenever significant works are to take place in prominent, busy or constrained locations, where the works will last longer than only a few minutes. The Contractor shall use his discretion to assess whether the signs should be set up, on the basis of duration of the works, proximity of properties, affect on roads or footpaths and the scale or significance of the type of works being undertaken.

PRELIMINARIES AND GENERAL CONDITIONS

Collection

Any costs arising from the Preliminaries and General Conditions not included in the rates under Section 4 Schedule of Works shall be included here. Specify which items are being priced.

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Page 1/6 Production of Risk Assessments in Clause 2.13a

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Preliminaries and General Conditions
Carried to Final Summary

£ _____

SECTION 2
DESIGN RISK ASSESSMENT

**PRESTON PLAY AREAS MAINTENANCE CONTRACT
NL293**

DESIGN RISK ASSESSMENT

for

**Homes and Communities Agency
Arpley House
110 Birchwood Boulevard
Birchwood
Warrington
Cheshire
WA3 7QH**

Document Reference:

26TH February 2009

Written: SW	Checked: PH	Approved: LD
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Prepared by:

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Genesis Centre
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2.0 POTENTIAL RISKS IN CARRYING OUT THE WORKS

There are direct and indirect risks associated with carrying out the works.

Direct Risks

2.1 Direct risks are primarily those associated with the Contractor's workforce, although there is also potential risk to third party users of the site. There is therefore a potential direct risk to:

- the contractor's workforce engaged on the sites
- other contractors who may be working elsewhere within the site and using a shared access to the site
- the public and nearby residents

2.2 Potential direct risks for the Contractors workforce include:

- i. Injury by lifting, carrying and potentially dropping materials.
- ii. Injury through the use of equipment for installing the fencing.
- iii. Injury through the use of plant equipment such as JCB and dumper used during implementation works, including that caused by the noise of the equipment.
- iv. Injury from electricity cables
- v. Injury through incorrect use of herbicides
- vi. Injury from carrying out grass cutting on steep slopes or on banks of waterbodies
- vii. Injury/drowning from slips, trips or falls into water when working near to waterbodies, watercourses and ditches.
- viii. Infection of Leptospirosis (Weil's Disease) from rats' urine in waterbodies.
- ix. Injury from falling slates from buildings
- x. Injury from asbestos on site
- xi. Injury from discarded needles or other dangerous debris on site

2.3 There is potential for the contractors workforce, other contractors and the general public to also incur:

- i. Conflict between people accessing the site and the movement of the machinery for the works undertaken by the Contractor.
- ii.

Indirect Risks

2.4 Indirect risks affect third party users of the roads, residential properties and areas of land adjacent to the site whilst works are in progress.

2.5 Potential indirect risks include:

- i. Conflict between road users/pedestrians and plant and machinery gaining access to the site
- ii. Road accidents and skidding of vehicles resulting from material/mud being transferred onto adjacent roads by Contractor's plant and vehicles
- iii. Increased noise levels suffered by nearby residents

- 3.12 In order to reduce the amount of potential vandalism and theft from the site, the works shall be kept clean, tidy and secure outside working hours. No materials or tools shall be left unsecured.

Public Utilities

- 3.13 The contractor is required to traverse and operate in the vicinity of public utilities. The Contractor shall take appropriate exploratory, protection and detection measures and maintain them at all times during the works.
- 3.14 All services runs are to be marked on site in conjunction with the appropriate undertakers.

Herbicides

- 3.15 Direct risks to the Contractor's workforce will be minimised by the use of Personal Protective Equipment and only competent and certified personnel should undertake application of herbicides. The Contractor shall ensure that information signs inform the public when spraying is being undertaken during implementation and maintenance.

Traffic Hazards

- 3.16 The risks to road users will be minimised by the establishment and maintenance throughout the works of a traffic management system, including signage, to be fully compliant with all current Highway Authority and police regulations regarding traffic. Signage will be used to warn road users of the point of access for contractors vehicles. A banksman will be stationed at the roadside at all times when plant and machinery is gaining access to the site

Trespassers and Malicious Damage/Theft

- 3.17 The Contractor will be responsible for ensuring the main access gates and security bollards are locked and in position at the end of the working day. The works shall be kept clean, tidy and secure outside working hours. No materials or tools shall be left unsecured.
- 3.18 The erection and maintenance of clear warning signs displayed on protective fencing at the main site entrance and also at the accesses points onto the site will warn potential trespassers.



Genesis Centre
Birchwood
Science Park
Warrington
WA3 7BH

Risk Assessment for Design

Project Title Preston Play Areas Maintenance Contract	Document Reference KGIPAT431(NL293).015
Designer TEP	

Project Description Play area maintenance

Assessment by Name Signature Date	Reviewed by Name Signature Date
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Client Name: HCA Address: Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington, WA3 7QH Contact Name: Charlie Brown Tel: 01925 644507 Fax: NA	CDM Coordinator Name: Jacobs Address: Fairbairn House Ashton Lane Sale, Manchester, England M33 6WP Contact Name: Mike Hodgkinson Tel: 0161 962 1214 Fax: NA
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Risk Assessment for Design

Services – New and existing									
Hazards and Associated Risks	People at risk*		Worst Case Outcome*				Probability *		
	Contractor	Public	Fatal	Major injury	Minor injury	Health risk	High	Medium	Low
Electricity buried/overhead									
Gas									
Water									
Telephone buried/overhead									
Fibre optics									
Pipelines/Fuel tanks									
Foul drainage									
Storm damage									
Steam									
Ionising/non-ionising radiation									
Maintenance/access									
Special construction techniques									

Construction Materials									
Hazards and Associated Risks	People at risk*		Worst Case Outcome*				Probability *		
	Contractor	Public	Fatal	Major injury	Minor injury	Health risk	High	Medium	Low
Flammable materials									
Harmful materials									
Irritant materials									
Fumes/dust									
Cement									



Risk Assessment for Design

New and Existing Structures									
Hazards and Associated Risks	People at risk*		Worst Case Outcome*				Probability *		
	Contractor	Public	Fatal	Major injury	Minor injury	Health risk	High	Medium	Low
Asbestos/Hazardous materials									
Legionella									
Vermin									
Dangerous structures									
Confined spaces									
Temporary stability									
Fragile materials/glazing									
Work at height									
Scaffolding									
Lifting operations									
Deep excavations									
Special construction techniques									
Construction loads/erection									
Manual handling									
Hot work									
Maintenance									

EXAMPLE

SECTION 3
SPECIFICATION

A GENERAL

A.1 Notes on Drawing

The Contractor's attention is drawn to the specification notes included on detailed drawings which are to be read in conjunction with this Specification and included for in prices for the Works.

A.2 Materials and Workmanship

The Contractor shall provide at his own expense all materials, chemicals, matters and things of every description that may be required for properly executing this Contract whether specifically described or not.

The Contractor shall, if required, furnish the CA. with satisfactory evidence that materials are of the specification and quality specified and shall provide samples for approval and for testing by the CA. who shall have power to reject any materials which do not correspond with approved samples.

All materials shall be new unless otherwise specified.

Quality of workmanship shall conform with standards laid down in the current British Codes of Standard Practices and British Standards unless stated otherwise and to good constructional techniques.

All goods and materials shall be used in strict accordance with the instructions issued by the Manufacturers. All goods and materials shall conform with standards laid down in the current British Standard Codes of Practice and British Standards unless stated otherwise.

The Contractor shall not use any materials required for the permanent installation into the Works, as any temporary works.

Materials shall be ordered by the Contractor from the Contract Drawings and Specification and not directly from the Schedule of Works. The Contractor shall bring to the CA's attention any discrepancies between the documents prior to ordering.

The Contractor shall submit any certificates relating to the goods supplied for the Works as required by the CA.

A.3 Samples

The Contractor shall provide samples of proposed materials and workmanship as may be herein described in the Contract Documents and make all necessary allowances within the programme for time needed for submission and approval of such.

Approved samples shall be the standard for future deliveries and materials. Deliveries and materials, which in the opinion of the CA do not conform to the agreed standard shall be replaced at the Contractor's expense.

A.4 Protection

The Contractor shall protect the Works thoroughly and efficiently from inclement weather as far as practicable.

All work damaged or soiled by weather, traffic or other causes due to inadequate protection or mis-use shall be made good by the Contractor at his expense.

All materials and goods delivered to the site shall be protected from soiling or damage by the Contractor and conform to the requirements for storage laid down by the Manufacturers.

A.5 Water

Only water from the main or other sources approved by the CA shall be used. The Contractor shall supply sufficient water for all purposes, including watering during the maintenance period, and shall make his own arrangements for supply.

A.6 Machinery

The Contractor shall use machinery which is suitable for the site some areas of which may be low lying and subject to waterlogging. He shall minimise damage to the soil and formation and use tracked vehicles and machines wherever appropriate.

A.7 Method of Measurement

Where an operation takes place repetitively, the number of times each operation is required is shown as the Quantity. The measurement involved in each operation is shown in the Description.

For maintenance required to amounts other than the measured total the unit rate will be calculated as the price per total operation divided by the measurement of the total operation. Any adjustments to quantities subject to Clause 2.39 of the General Conditions will be calculated on a pro-rata basis without any compensation for reduction in scope of the Contract.

No adjustment will be made to the rates quoted for items which may be performed in disadvantageous circumstances, as these must be regarded as being offset by other items which may be performed in advantageous circumstances.

B SITE INSPECTIONS AND REPORTS

B.1 Site Inspections - General

It should be noted by the Contractor that a high standard of site management is required, and close cooperation between the Contractor's site staff and the CA is essential to the operation of the Contract. The Contractor shall take a pro-active role in managing the site and this will take the form of a programme of inspections and preparation of reports by the Contractor. Reports shall be provided to the Employer to arrive no later than seven calendar days following the date of inspection. An example of a site inspection report is shown in Appendix B. The report shall also explain current works which may be underway and give deadlines for completion. Site management shall be determined from the contractor's expertise and in order to achieve the Landscape Management Objectives in B.9 below.

Site inspections shall be carried out by the Contractor's Foreman or Contract Manager who shall be approved by the CA and who shall produce a written report in a format agreed by the CA.

The Contractor shall produce a report that includes every site within the Contract area as evidence that he has inspected the sites in the detailed manner specified below. The sites are as indicated and number on the Area Schedule.

Superficial inspection from a distance is not acceptable and the contract area requires coverage by walking. The inspection shall be carried out independently of any routine maintenance works which may be in progress. The Contractor shall price the Site Inspection items allowing sufficient time for a Foreman or Contract Manager to inspect all the sites in detail.

B.2 Site Inspection - Initial

The Contractor shall carry out an initial inspection which shall include an Inventory of Hard Landscape Elements such as fencing and gates and return the Inventory to the CA within seven calendar days of the Initial Inspection.

The Contractor shall use the Inventory to check all the Hard Landscape Elements as part of every subsequent inspection.

B.3 Site Inspection – Fortnightly

Fortnightly inspections shall take place 26 times per year, and are to include inspections of all areas of general amenity grass, site boundaries, frontages, footpaths and roads.

B.4 Site Inspection – Four Weekly

Four weekly inspections are to take place 13 times per year and shall include inspections of all site boundaries, frontages, roads and footpaths. Inspections are to be carried out by the Contractor's foreman, or the contractor's contract manager who shall be approved by the CA and who shall produce a written report in a format agreed by CA.

Every second four weekly inspection is required to cover the complete area of the site excluding tenanted land.

The inspection shall be carried out independently of any routine maintenance works which may be in progress. The report shall also explain current works which may be underway and give deadlines for completion.

B.5 Site Inspection Bi-monthly (eight weekly)

Bi-monthly (eight weekly) cleansing shall take place 6 times per year and will cover the complete area of the site excluding tenanted land.

B.6 Site Reports

Reports shall indicate the following as a minimum:

- i) All matters relating to the operation of the Contract as described in the various sections of the Specification and recommendations for necessary works not already included within the Frequency Schedule.
- ii) Incidences of vandalism, flytipping, storm damage, disease or other site disturbance, indicating details of quantities, areas extent of works and costs which are necessary to rectify the problem.
- iii) Identification of any unsafe features which may pose a risk to Health and Safety of the public or the Contractor. The Contractor shall immediately undertake any protective or prevention measures as are appropriate and recommend permanent rectifying proposals.
- iv) Trespass, disturbance, damage, encroachment areas, interference by other contractors or third parties, together with details of damage and schedule of reinstatement works. Verification of site security, locks on gates, anti-gypsy mounds etc.
- v) Advance notice of recommended adjustments to Frequency Schedule, whether changes to timing, nature of works, or quantities of operations in Contractor's programme. The Contractor shall take account of the seasonal and weather conditions affecting the site in order to make recommendations on adjustments to Frequency Schedule.

- vi) Recommendations in order to achieve good horticultural, arboricultural and silvicultural practice.
- vii) Where areas are overrun and damaged by adjacent builders need. The Contractor will be expected to remove stray bricks and hardcore to enable grass to be cut as per the Frequency Schedule.

B.7 Play Area Inspections

Unless otherwise stated the Contractor should note that there will be a separate play area contract which will carry out routine inspections and annual inspections in accordance with RoSPA guidelines. This Contract will be responsible for the routine maintenance of the play areas. Inspections shall be undertaken by an appropriately qualified or experienced person, approved by the CA.

Separate reports are required for any play areas as indicated on the Frequency Schedules according to the report sheet format in this Specification. Play area inspections should be alternated with the general fortnightly site inspections.

The Contractor shall also include within this item for providing a play area report on routine basis and carrying out of any remedial works to make safe any dangerous items eg removal of item or fencing off the area. The Contractor shall advise the CA immediately if emergency repairs or temporary fencing have been undertaken.

B.8 Trouble Shooting on Site

The CA may instruct the Contractor to make ad hoc site visits at short notice to report on specific problems, for instance in response to complaints from the public. The Contractor shall respond to such instructions as quickly as possible within twenty four hours, depending on the nature of the problem.

These visits will be valued as dayworks.

B.9 Landscape Management Objectives

The Contractor shall assist the Employer in the cost effective development and management of safe, diverse and interesting landscape. All problems and damage which is evident on site shall be identified and described in detail in order that the Employer can give instructions for rectification at the earliest stage, as required above.

B.10 Weed Control and Vegetation Management

Ornamental shrubs and structure planting shall be maintained in clean ground, free from any weeds, including self sown willow, elder, sycamore.

All woodland planted areas and meadow and rough grass should be free of docks, thistle, willowherb, ragwort. Invasive growth of nettles, brambles, bracken in woodlands is not intended to be eradicated, but managed and controlled as appropriate for wildlife value. Annual and other low growing grasses and broadleaved plants should be encouraged. Semi-natural woodland herbs such as dogs mercury, bluebells, celandines, foxgloves and ferns must on no account be killed, and their spread should be encouraged. Any loss of these species arising from a lack of care by the Contractor shall be made good at his own expense.

Giant Hogweed (*Heracleum* spp) and Japanese knotweed (*Fallopia japonica*) are to be eliminated from all contract areas. The CA should be notified immediately should either of these plants be found on a site. Eradication methodologies for each of the plants must be approved by the CA before any works begin on site (Clause D.3).

Other smothering weeds such as bindweed and goosegrass in hedges should also be kept under control as well as brambles and elder.

B.11 Land Awaiting Development

Future development sites should be managed to keep the land open and prevent development of woody species by mowing according to frequencies indicated in the Frequency Schedule. As far as possible, the intention is to prevent development of habitats for protected species of plants and animals whilst keeping within the requirements of the Wildlife & Countryside Act 1981. The intention is to cut the grass as infrequently as possible, but at such frequencies and timing so as to minimise the production of cuttings and the risk of accidental or malicious fires.

Existing Established hedges and trees are to be retained in undamaged condition.

B.12 Sub-contracting for Site Inspections and Reports

The Contractor shall allow for adequate expertise and time to carry out the site inspections and reports, and shall be prepared to sub-contract these items as necessary.

If in the opinion of the CA this operation is not being undertaken in accordance with the Specification, the Contractor may be instructed by the CA to sub-contract this section of the work to an approved landscape consultant.

B.13 Summary of Contract Administration to be carried out by Contractor

	Timing	Contractor's responsibility
Conditions Clause 2.3:- Programme	Within 2 weeks of tender acceptance	Prepare Labour Return showing dates and staff for all activities described in Frequency Schedule.
Conditions Clause 2.27 Payment	End of every 4 weeks. To be submitted to CA within 7 calendar days.	Prepare valuation including day work sheets and invoice for work signed off as completed on the agreement and is sure of the valuation of the CA.
Specification Clause B1-B5 Site Inspection	As per frequency schedule	Carry out site inspection on foot to ensure compliance of site with Landscape Management objectives
Specification Clause B6 Site Report	As per frequency schedule To be submitted to CA within 7 calendar days of the date of inspection.	Please report detailing:- - proposed work additional to Frequency Schedule - adjustments to work in Frequency Schedule - other matters as described in B5.
Conditions Clause 2.27 Payment	Completion of contract	Prepare final valuation and invoice

D CLEANSING

C.1 All Soft Areas

Cleansing shall consist of the routine collection and removal to Contractor's tip of all litter and debris as described below. Litter shall include paper, wrapping material, glass, metal and plastic, with no lower size limit. Other debris shall consist of bricks (greater than ¼ brick size), stones (greater than 100 mm in any dimension), concrete, bottles, cans, tipped material, garden refuse (not including leaf litter), grass cuttings, all prunings, dead trees, small or broken furniture, household effects, dead animals, and any other materials whatsoever their composition and by whomsoever deposited, that the CA considers detrimental to the appearance of the site. Ponds, streams and ditches are included for cleansing at the same frequency as adjacent areas.

Dog faeces shall be cleared from grass areas by the Contractor. Litter and debris lodged in hedges, fences and trees shall be removed as part of the cleansing operation.

C.2 Hard Surfaced Areas

The Contractor shall routinely remove all items specified in Clause C.1 above and shall also remove by brush and shovel, dog faeces, soil and gravel washings, leaves, twigs and branches, from all blacktop and gravel paths and hard surfaces.

The Contractor shall routinely sweep all unadopted roads using appropriate methods as agreed with CA. All arisings to be removed from site.

C.3 Boardwalks

The Contractor shall routinely wash and sweep the boardwalks and bridges in the Contract. During the winter period November to March these works shall be carried out fortnightly, during the summer period April to October these works shall be carried out monthly. All arising to be removed from site.

C.4 Fly Tipping - All Areas

Fly tipped material is defined as any material or object of such weight or proportion that it cannot be removed by one cleansing operative, for instance, whole furniture, household appliances or tipping of bulk materials. Small amounts of builders' DIY refuse or glass of less than 0.1 cubic metre (approximating to 460 x 460 x 460mm) shall be included as normal cleansing.

Any fly tipped material deposited on site following approved completion of the initial cleansing shall be reported to the CA, prior to any action being taken.

Fly tipped material shall be removed from site by the Contractor if instructions are issued by the CA. The collection of fly tipped material will be carried out as part of the routine cleansing, the disposal of the material will be paid for separately, by volume. If skips are requested for removal of fly tipping they shall not remain in the vicinity of the site for more than twenty four hours. All fly tipped material is to be placed in the skips as soon as possible after its arrival on site. Any further skips required as a result of premature filling of the skip by other parties shall be provided at the Contractor's expense.

C.5 Play Areas

All play areas included in the Contract should be fully swept and all debris removed at each cleansing visit.

C.6 Ponds, Streams, Ditches

Ponds, streams and ditches shall be cleansed at the frequency indicated for adjacent areas. Where such a feature is marked as a boundary between two different frequencies, the feature shall be cleansed on the basis of the greater frequency.

All floating debris and any visible submerged debris, shall be cleansed at each visit.

C.7 Disposal of Material Arising

All material shall be removed off site, as it is collected. No bags or piles of loose collected material shall remain on site overnight. The Contractor shall dispose of all material arising at a registered tip in accordance with Clause 2.18, and shall allow for all transport costs.

C.8 Scavenging to Grass Areas

Scavenging and cleansing to grass is included on the total area, but during the grass cutting season (April to October) scavenging of grass areas is also to be carried out by the Contractor immediately prior to mowing. Grass cutting is carried out on an average 14 day cycle with meadow areas cut twice each year.

The Contractor's cleansing routine may be on a less or more frequent basis, all grass areas must be cleansed as specified.

C.9 Activities of Other Contractors

The Contractor shall report instances of other contractors not removing their own rubbish or arisings. The Contractor shall also advise the CA of occurrences of tipping associated with private gardens.

C.10 Wood Chippings

Where semi-mature planting areas have recently been thinned and the chipped prunings spread into the plantings, all chippings which find their way onto footpaths shall be swept up and returned to the planting areas by the Contractor and not removed from the site.

C.11 Schedule of Cleansing

Different frequencies are prescribed for the various areas of site which broadly reflect the rate of litter generated, or the nature of the location.

C.12 Frequency of Cleansing

The general frequencies are as stated in the Frequency Schedule.

Daily Cleansing shall take place on each working day Monday to Friday excluding Bank Holidays (250 times per year).

Weekly Cleansing shall take place 52 times per year.

Fortnightly Cleansing shall take place 26 times per year.

Four Weekly Cleansing shall take place 13 times per year.

Bi-monthly (eight weekly) Cleansing shall take place 7 times per year.

Edges of paths, site boundaries, or edges of grass and planting are used where appropriate to define the limit of the various frequencies. All reachable debris within at least one metre of the edge of a path or a grass area shall be removed on the basis of the higher frequency.

C.13 Narcotics, Solvents etc

Narcotic substances, solvents and associated equipment found in landscaped or play areas must not be touched or removed by the Contractor. The Contractor must immediately report his findings to the Police and also inform the CA of this action.

C.14 Protective Clothing

The nature of certain materials dumped in landscaped or play areas can be offensive and potentially injurious to health and welfare. The Contractor and any sub-contractor must provide suitable protective clothing for use by his site operatives.

Waterproof clothing must be provided for site staff for use during inclement weather.

D WEED CONTROL

D.1 All operations involving the use of herbicides shall be subject to the following conditions:

- i)** All herbicides and chemicals shall be approved by the CA and shall comply with the Control of Pesticides Regulations 1986 amendment 1997 (SI 1997/188) and its enabling legislation, the Food and Environment Protection Act 1985 (Part III) and any other relevant statutory requirements in force.
- ii)** The Contractor shall be responsible for the safe and proper storage and application of any herbicide he shall use and shall comply with all relevant legislation, Statutory Instruments and Codes of Practice. Herbicide and dye will not be left unattended unless placed in a secure, fixed, appropriately labelled, purpose built container or vault.
- iii)** In accordance with the Control of Pesticides Regulations 1986 all operators working with herbicides shall hold Certificates of Competence appropriate to the type of operation in progress or shall work under the direct and personal supervision of a holder of such a Certificate at all times. Not more than two non-certificated operatives shall work under the responsibility of a Certificate holder.

The Contractor is required to provide the CA with photocopies of the Certificates of Competence for any operator who will be applying herbicides and chemicals within the site contained in the Contract.

All persons employed on the handling and use of herbicides shall use the technical and engineering controls and wear the personal protective equipment identified in the assessment carried out under the COSHH Regulations 2002. The requirements of the Code of Practice for using Plant Protection Products 2005 as published by the Health and Safety Commission for HMSO shall also be followed.

- iv)** The Contractor shall supply approved signs stating "Herbicide Application in Progress". Sufficient signs will be erected by the Contractor before work commences to ensure that, as far as is reasonably practicable, members of the public are made aware that herbicide application is being, or is about to be, undertaken. All such signs shall remain in position throughout the operation and shall be removed immediately it has been completed.
- v)** The Contractor shall determine appropriate concentration of active ingredients and rates of application, in accordance with manufacturer's recommendations in order to achieve the intended result.

- vi) Any areas of weed surviving due to being missed during spraying, or inclement weather shall be re-treated by the Contractor at his own expense.
- vii) All bottles, tins, bags, wrappers or other form of container which have contained chemicals, shall when empty, be disposed of in a safe and proper manner.
- viii) Using a knapsack sprayer, the foliage and stems of the plant shall be sprayed to wetness (the point just before run-off) using an appropriate nozzle to give an even coverage of foliage and stems. All spray equipment shall be efficient, well maintained and free from leaks. Correct type and size of spray nozzles must be used appropriate to the chemical employed and the application. In situations where the targeting of the herbicide needs to be specific and not harm surrounding desirable vegetation species, a weed-wiper or weed-glove can be used to target individual plants.
- ix) Great care must be taken to ensure that no damage takes place to shrubs, trees, bulbs or other planted material or grass surfaces, whether owned by the Employer, residents, or other parties. To this end, maximum precautions shall be taken to obtain accurate placement of herbicides, avoiding drift, by use of spray shields, correct pressure and spray nozzles.
- x) Any plants or grass areas damaged during spraying operations shall be made good as directed by the CA to his entire satisfaction at the Contractor's expense.
- xi) Spraying must not take place during windy or otherwise unsuitable weather conditions. Particular care will be taken to avoid damaging species with green or otherwise sensitive bark.
- xii) The application of granular herbicide shall be made by means of an approved spreader.
- xiii) The use of marker dye may occasionally be required by the Employer. The CA will indicate his requirements where this applied. Where marker dye is used it shall be of a type that is compatible with the herbicide with which it is mixed.
- xiv) All users including the Contractor are required to keep records of what pesticide was used, how much, where and when, the operator's name, area sprayed, location, application rates and dilution, time, weather and confirmation that warning signs were posted, pesticides were returned to stores, the sprayer was cleaned and protective clothing washed. Some pesticide suppliers have ready made record sheets for their customers' use. It is advisable to retain these records for at least three years. The Code of

Practice for Using Plant Protection Products 2005 also incorporates the "Code of Practice for the use of Approved Pesticides in Amenity Area" and the "Code of Practice on the Agricultural and Horticultural Use of Pesticides". The Contractor is to provide the CA with a signed copy of his record sheets at the same time as the application for payment which covers the herbicide application.

D.2 Selected Herbicides

i) Residual Herbicide

The residual herbicide shall be Propyzamide applied in the period November December.

ii) Granular Herbicide

Granular herbicide shall be Dichlobenil applied in February to established plantations and non-crop situations such as fence lines, and lenacil for shrub or herbaceous bed treatment. Such herbicide shall be applied by an approved distributor and using care to ensure that the chemical is applied evenly at the accurate dosage with no spread on to adjacent untreated areas. To avoid damage to plants and grass the chemical shall not be applied in windy conditions or whilst plant leaves are wet following rainfall. Trees and shrubs should be agitated lightly following application to ensure any granules are dislodged.

iii) Selective Herbicide

Areas of meadow or rough grass shall be walked through and selected weeds spot-treated with 2, 4-D + picloram during periods of active growth. The weeds to be treated include the following, the precise species to be treated as instructed by the Contract Administrator:

Docks, Nettles, Ragwort, Thistles, Willowherb

The Contractor shall apply mecoprop at the manufacturer's recommended rates to clover infestations in general amenity grass swards, as a total area spray.

The Contractor shall apply combined dicamba and MCPA and mecoprop to broadleaved weeds, during April to October as a total spray to amenity grass swards or fine turf areas, during periods of active growth.

In the event of only partial (spot) treatment with the two previous selective herbicides, the Contractor shall agree with the CA in advance of the operation, the percentage of the area to be treated.

iv) Wetting Agent (Adjuvants)

A wetting agent when required shall be added to all herbicide solutions in accordance with recommended conditions of use.

v) **Contact Herbicide**

The contact herbicide shall be an approved 'Paraquat/Diquat' types or glufosinate-ammonium.

vi) **Translocated Herbicide**

Translocated Herbicide shall be:

Glyphosate applied to both grass and broadleaved weeds, during periods of active growth.

In all cases every precaution shall be taken to avoid herbicide contact with desired species.

vii) **Stump Treatment**

Stump treatment shall be achieved by scarring the bark or cambium over 50% of the surface of the stump with a chainsaw or billhook. Many willows have multi-stemmed stumps, and all stumps shall be treated to ensure total kill.

The stumps and, where required, the cut stems of bramble shall be treated with brushwood killer, using formulations containing triclopyr applied in dilution and sprayed to saturation over the whole stump or stem immediately after felling and immediately after exposure of the cambium. The Contractor shall ensure that plants to be retained are not affected by the treatment.

viii) **Herbicide to Paved Areas**

When indicated on the Frequency Schedule the Contractor shall apply diuron + paraquat to paths and paved areas, fence lines and other unplanted areas to prevent growth of weeds.

D.3 Treatment of Japanese Knotweed

Where Japanese knotweed is identified on site one of the following control strategies will be undertaken. The type of control strategy to be undertaken will be determined by the CA and is dependant upon the current or future usage of the site, timescale of proposed development of the site, existence of water bodies and presence of livestock.

i) **Clearance of Japanese knotweed**

Where specified, before or after spraying, cut Japanese knotweed within 100-150mm of ground level using strimmers, hand tools or mechanical mowers. Cut stems can then be retained in situ where they will be treated with subsequent herbicide control.

If specified, arisings of cut Japanese knotweed may alternatively be disposed of by one of the following methods. None of the following options for disposal of arisings contaminated with

Japanese knotweed will be undertaken without previous instruction and all works will be supervised by an ecologist.

ii) **On site burial**

On site burial should not be undertaken without prior approval from the CA. Material contaminated with Japanese knotweed to be disposed of by on-site burial must be deposited 3metres below ground level. Once safely deposited at a depth of 3m, a clay or geo-textile cap is to be used as an additional protective measure before backfilling.

iii) **Removal to landfill**

All contaminated material shall be loaded directly onto wagons for removal to a licensed landfill. Before leaving site, the wagons shall be sealed using tarpaulin covers. The contractor shall provide all tip weighbridge receipts for the attention of the Employer. At the end of each working day all machines used for excavation will be brushed clean to ensure that no soil leaves the site.

If required, a representative of the Employer will note the time of departure and registration of each wagon for checking against authentic tip weighbridge receipts in order to demonstrate that the material has been removed in accordance with the EPA (Duty of Care) Regulations 1991.

High costs are generally associated with off-site disposal. It is advisable to check with the relevant landfill operators as some may not be willing to accept Japanese knotweed contaminated material. As the material is classed as a controlled waste, all producers, carriers and disposers of waste must be in possession of relevant licences. Material must be appropriately covered during transit in order to minimise additional contamination.

iv) **Non-persistent herbicide containing Glyphosate only.**

This control strategy is to be used on areas within the vicinity of waterbodies, areas or vegetation to be killed as spot treatment within vegetation to be retained. The contractor must obtain a licence from the Environment Agency for works within close proximity to waterbodies.

Three glyphosate applications are to be undertaken at a minimum of six weekly intervals between May and September (i.e. in May, July and September) or as instructed by CA.

Application is to be undertaken as a foliar spray when shoots have fully open leaves and are in active growth. The spray must not be permitted to contact desirable plants. Where Japanese knotweed is within vegetation to be retained or where small amounts of re-growth are present, spot application of glyphosate using a suitable method is to be substituted. In some areas, specialised application

methods such as telescopic lances may be required to achieve good spray coverage. Where spraying of flowering Japanese knotweed is required spraying should be undertaken in late evening.

If Japanese knotweed vegetation is over approximately 1.5m tall, or obscured by tall dead stems making a thorough application impossible, vegetation is to be cut prior to herbicide application and left in situ. The Glyphosate is then to be applied after regrowth of shoots has established fully open leaves.

Once vegetation has died back fully, and no later than the first emergence of new shoots, standing vegetation is to be cut and retained in situ, to be treated again by subsequent herbicide application.

v) **Persistent herbicide containing picloram.**

The treatment will consist of two glyphosate applications and one picloram application per year.

This strategy should not be used on land intended for broadleaved planting within 2 years, close to watercourses and waterbodies, on areas of nature conservation value or within close proximity to public access.

Two glyphosate applications are to be undertaken at a minimum of six weekly intervals between May and August or as instructed by CA. Applications are to be undertaken as specified in D.3(iv) above.

Picloram applications will be undertaken in late September/early October or as instructed by CA, when it is to be applied as a foliar spray. Picloram treatment must not exceed one application per year and must not be applied around desirable trees or shrubs where roots may absorb the chemical. It should also not be applied on slopes where the chemical may leach onto areas of desirable vegetation.

If Japanese knotweed vegetation is over approximately 1.5m tall, or obscured by tall dead stems making a thorough application impossible, vegetation is to be cut prior to herbicide application and left in situ. The herbicide is then to be applied after regrowth of shoots has established fully open leaves.

D.4 Treatment of Ragwort

When instructed by the CA Ragwort (*Senecio jacobae*) shall be treated by means of herbicide application or hand pulling as appropriate. The method of control shall be approved by the CA.

Protective clothing must be worn by any person handling ragwort (e.g. gloves, long sleeves and a mask) for whichever method of control is used.

i) **Pulling/Digging**

Pulling/Digging shall be used when appropriate, i.e. when the plant is immature (seedling or rosette) and after rainfall when the ground is soft (spring). Operations will be carried out annually and must be undertaken before flowering has completed.

The operations shall remove as much of the root as possible as ragwort can re-generate like docks from root fragments left behind in the soil. Tools such as 'Rag Fork' or similar can be used or alternatively, a tractor-mounted mechanical puller may be used as appropriate to the site.

ii) **Herbicide application**

Where suitable due to the size of the area to be treated, the density of infestation, gradient and ground surface, ragwort shall be treated using glyphosate.

Applications shall either be spot-treatment (with a knapsack sprayer), hand held or tractor mounted weed-wipers, which may be used when the ragwort has reached a height above the surrounding non-target vegetation.

When hand spraying, a guard shall be fixed to the sprayer to avoid chemical drift. Spraying shall be undertaken during suitable weather conditions only (e.g. not on very calm warm days or during strong wind).

Herbicide applications will be undertaken in May prior to undertaking any grass cuts and a second application undertaken in August as required and agreed with the CA.

iii) **Cutting**

Control of ragwort by cutting will generally not be permitted as it encourages more vigorous re-growth. Where cutting is required in an emergency situation to prevent re-seeding, cutting operations must be approved by the CA.

D.5 Handweed

Handweeding shall be carried out as indicated on the Frequency Schedule and all weeds shall be removed including their roots. Care shall be taken not to damage the shrubs and all arisings shall be removed from site.

D.6 Handweed and spray

Where indicated in the schedule handweeding shall be carried out together with treatment by translocated herbicide. Care shall be taken not to damage the shrubs and all arisings shall be removed from site.

D.7 Bridle Routes

The surface of bridle routes which are dressed with woodchip or forest bark or sand shall be harrowed to a depth of 50 mm to aerate the material. This operation should be carried out using tractor-mounted machinery. The Contractor shall allow for removing all displaced surface material from adjoining paved areas, grass or planted areas and the spreading of the surface material on the bridle route so as to produce a level finish.

D.8 Bridle Route Surfacing

Woodchips shall be purchased from either of the following sources (unless agreed otherwise in writing by the CA);

“Hardwood Chips” from:

Woodgrow Horticulture Ltd

Oak Dale House

84 Burton Road

Findern

Derby, DE6 6BE

Tel: 01332 516392 or fax 01332 511481

or

“Equichip” softwood chips from:

Melcourt Industries Ltd

Eight Bells House

Tetbury

Gloucestershire

GL8 8JG

Tel: 01666 502711 or fax 01666 504398

E GRASS MAINTENANCE

E.1 Grass Cutting

The Contractor shall carry out all necessary preliminary inspections of the areas to be cut on each occasion and remove isolated items of obstruction which might damage plant or create a possible hazard to persons or property and carry out a litter picking operation prior to each cut (see Specification clause C.8).

All grassed areas shall be mowed with appropriate machines to produce a standard of finish in keeping with the particular use of the area.

All machinery shall be fitted with approved safety guards and the Contractor shall be liable for and shall hold the Employer fully indemnified against all claims for damages, costs or other demands in respect of any damage to either person or property caused by or due to "flying stones" or any other reason during grass cutting operations.

Cutters to all mowers shall be sharp, properly set and cut the sward cleanly and evenly. Mowers should have their height of cut so adjusted that at no time does "scalping" take place.

The Contractor shall make good any damage caused to existing grass swards on the site as a result of the Contractor's operations. The reinstatement of the grass shall be to the satisfaction of the CA and entirely at the Contractor's expense.

E.2 Cutting of Weekly Grass Areas

The weekly grass areas shall be cut on a seven day average basis to a height of 35mm and no raking of cuttings shall be necessary. If the Contractor delays contacting the CA and advising of the need for adjustment to the programme or delays in the completion of the cutting, the CA may instruct the Contractor to rake off the cuttings after completion of the cut, entirely at the Contractor's expense.

Grass against walls and fences, around trees, lamp columns and other street furniture and in corners inaccessible to the normal mowers shall be controlled by strimming to give a treated area 225 mm (9") wide around such obstructions, or alternatively controlled by chemical herbicides if approved by CA. This operation is to be allowed for in the grass cutting rates.

Grass clippings shall be spread out evenly to prevent damage to the grass beneath. Grass clippings should not be allowed to lie on paths, roads, drives and the like but should be scattered evenly on adjoining grass areas at the end of each day's work.

E.3 Cutting of General Amenity Grass

The 'short' grass shall be cut on a fortnightly average basis to a height of 35 mm and no raking of cuttings shall be necessary. If the Contractor delays contacting the CA and advising of the need for adjustment to the programme or delays in the completion of the cutting, the CA may instruct the Contractor to rake off the cuttings after completion of the cut, entirely at the Contractor's expense.

Grass against walls and fences, around trees, lamp columns and other street furniture and in corners inaccessible to the normal mowers shall be controlled by strimming to give a treated area 225 mm (9") wide around such obstructions, or alternatively controlled by chemical herbicides if approved by CA. This operation is to be allowed for in the grass cutting rates.

Grass clippings shall be spread out evenly to prevent damage to the grass beneath. Grass clippings should not be allowed to lie on paths, roads, drives and the like but should be scattered evenly on adjoining grass areas at the end of each day's work.

E.4 Bulbs in Grass

Where Crocus, Daffodils or Narcissus bulbs are planted in grass their leaves should not be mowed off until the leaves have died down, which is usually by the end of June. All the resulting material is to be raked off and removed off site as per the specification for Meadow Grass (E.7). Subsequent to this initial grass cut the areas are to be included in the appropriate adjacent grass regime for the remainder of the season.

E.5 Edging

Where this operation is indicated on the Frequency Schedule the margins of grass areas shall be trimmed with a half-moon edging iron, or mechanical equivalent, to clean straight lines or smooth curves.

Where this operation is required to the paved margins of grass areas, the soil shall not be drawn back as this operation is merely to redefine the hard edge. All arisings, including any soil and vegetation growing on the hard surface shall be removed off site.

E.6 Fertiliser to Existing Grass Swards

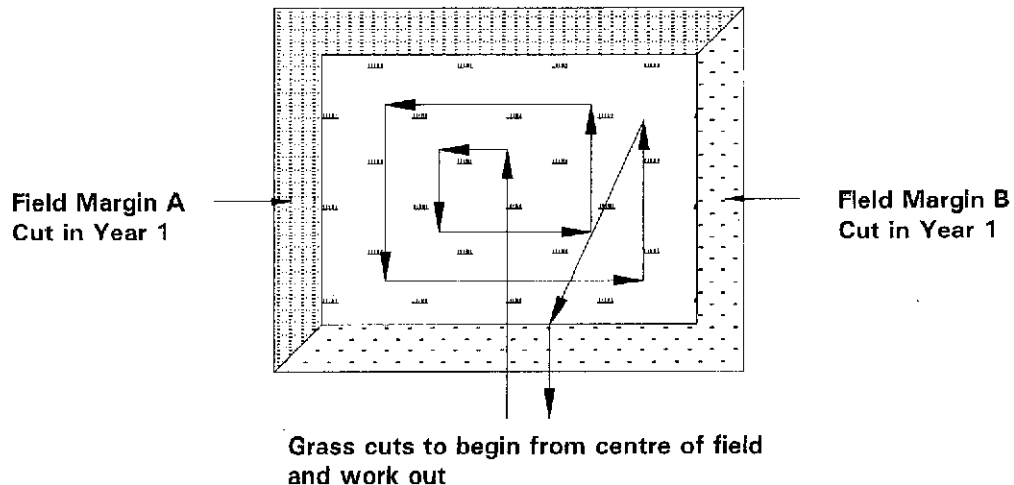
The fertilisers to existing grass swards will be as follows:

Slow-release - Miracle Professional 'Longlife Sportsfield' (11:6:9 NPK) applied in accordance with the manufacturer's instructions.

Any alternative fertiliser is to be approved by the CA prior to the application.

E.7 Grass Cutting: Four Weekly Cuts; Long Grass

Where possible (i.e. where the grass area is more than 3000m² and roughly rectangular) grass should be cut from the centre outwards (see diagram below) rather than cut from the perimeters into the centre which may trap wildlife in the centre of the area. Where shapes are more awkward mowing should work from one side of the area to the other as agreed with the Contract Administrator.



A field margin should be retained of at least 3m around the field boundary, which should be cut in September only. Field margins should not be cut at the same time (i.e. cut on rotation, one half per year (see above)).

i) **Monthly Grass Cut Areas** (Refer to diagram above)

The Contractor should note that site security mounds around the development sites are to be maintained on a four weekly basis. The sward shall be cut evenly to a height of 100mm high with the cuttings dispersed evenly. The Contractor shall allow for scavenging the areas at the same time, so as to leave the ground in a clean and litter-free condition. If the Contractor delays cutting operations so that a large quantity of cuttings arise, then the CA may instruct removal of cuttings at the Contractor's expense.

ii) **Cutting of Long Grass** (Refer to diagram above)

Where indicated on the Frequency Schedule, long grass areas shall be cut to 100 mm high using a rotary cutter, flail or forage harvester and the cuttings dispersed evenly or removed from site as specified in the Frequency Schedule. Large accumulations of cuttings are to be dispersed after cutting. The Contractor shall allow for scavenging the areas at the same time, so as to leave the ground in a clean and litter-free condition. If the Contractor delays cutting operations so that a large quantity of cuttings arise, then

the CA may instruct removal of cuttings at the Contractor's expense.

The Contractor shall allow in his rates for carrying out any follow up work necessary to complete cutting after the use of agricultural machinery, (including any areas too small, too steep or around obstacles). The contractor's attention is drawn particularly to grass flattened by wheels, and not cut by the machinery used.

There should be no cuts in April & August wherever possible. If cuts are required for health and safety reasons ensure no cutting is undertaken between 1st April and 31st May.

The Contractor shall allow in his rates for the cutting of small areas of newly established scrub and brambles within the long grass areas.

The number of cuts shall be as per the Frequency Schedule. This will usually be 1, 2, 3 or 4 cuts per annum.

Where ragwort is present within the grass sward, the contractor shall allow for disposal of arisings by alternative means ensuring that there is no possibility of the arisings becoming accessible to livestock. Dead or wilted ragwort is more palatable and will be eaten more readily by livestock.

The Contractor shall allow in his rates for any necessary works required in order to gain access to development land where this is protected by anti-traveller mounds or trenches, or fencing. At the end of each day these features shall be reinstated. The Contractor shall make his own assessment of the sites which require such works.

All grass cuts must be started and completed during the appropriate four week period as identified in the Detailed Frequency Schedule.

The Contractor must complete all the mowing of any one plot within a seven day period. Where sub-contractors are used the Contractor will be responsible for completing the mowing of any uncut areas within this seven day period.

E.8 Long Grass: Problem Areas

Most long grass areas are readily accessible but the Contractor's attention is drawn to a number of areas where mowing is not straightforward. These may be summarised as: fly tipping areas, uneven long grass, soil mounds and working areas associated with adjacent contractors. These areas are included within the overall measures and the Contractor shall allow for alternative treatments such as herbicide or strimming to such areas where other machinery is not able to achieve the specified cutting.

E.9 Uneven Long Grass

The Contractor is expected to trim rough headlands adjacent to fences and walls where shown as rough grass areas on the Contract Drawings. This trimming is to be carried out at the same time as general rough grass cutting. No separate schedule item is listed for such works to uneven ground and the rates for general long grass cutting must allow for this operation. Grass should be cut as close as possible to hedges.

E.10 Great Crested Newt Areas

Where Great Crested Newts have been identified, only one cut is to be undertaken per year. When indicated in the Frequency Schedule, the grass should be cut to a height of 150mm, using appropriate machinery.

E.11 Soil Mounds

In certain areas mounds of soil occupying rough grass areas are not shown on the Contract Drawings, these mounds shall be cut using hand held trimmers or other necessary equipment at the same frequency and flat ground.

E.12 Grass under Hedges

Long grass under spread of hedges need not be cut; directions may be given if required.

E.13 Strimming

Hand-held mechanical cutters may be used where meadow grass or rough grass areas are inaccessible to vehicles or wheeled mowers; or are too steep, too small, too uneven or obstructed to be cut using other machines. The grass shall be trimmed to an even height to conform to the surrounding grassland management regime and the Contractor shall disperse all arisings evenly across the sward.

In wetland areas, where conservation is of prime importance, the Contractor shall trim to an even height of 100 mm above ground or water level all vegetation and rake-off and remove arisings off site. This operation will normally take place during September and remove the full season's growth.

E.14 Rough grass with regenerating shrub vegetation

When instructed, rough grass with regenerating scrub (brambles, tree saplings etc) shall be cut using brush cutters and trimmers. Arisings shall be either collected and retained on site as habitat piles or removed from site as per the Frequency Schedule/Landscape Architects Instruction.

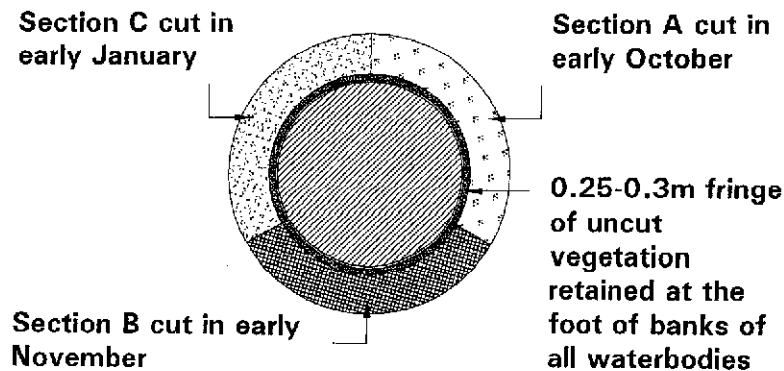
E.15 Cutting of Banks of Waterbodies and ditches

Formal Waterbodies should be cut over three six week periods and Informal Waterbodies are cut on a 3-year cycle, as indicated in the Schedule of Works.

i) **Formal Waterbodies and ditches** (Refer to diagram below)

When cutting the banks of formal waterbodies and ditches:

- * A 0.25-0.3m fringe of uncut vegetation is to be retained at the foot of all ponds, streams or ditches.
- * Bankside vegetation is to be cut only between October and February to a height of 150mm, using a reciprocating cutter-bar or rotary cutter or strimmer.
- * Bankside vegetation should not be cut all at once but programmed over three six week periods. i.e. Divided into either 3 or 6 sections and cut as indicated below.
- * All cuttings are to be removed.

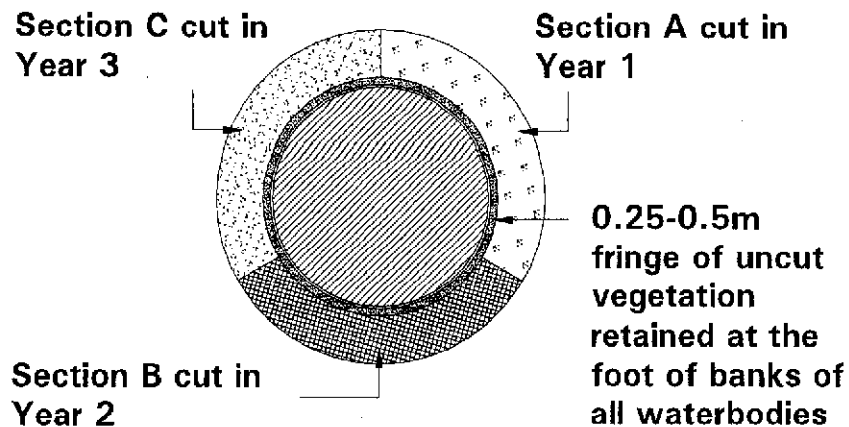


ii) **Informal Waterbodies and ditches** (Refer to diagram below)

When cutting the banks of informal waterbodies and ditches:

- * A 0.25-0.5m fringe of uncut vegetation to be retained at the foot of all ponds, streams or ditches.
- * Bankside vegetation is to be cut only between October and February to a height of 150mm, using a reciprocating cutter-bar or rotary cutter or strimmer.
- * Bankside vegetation should not be cut all at once but sections cut on an annual rotation, programmed over three years. i.e. Divided into either 3 or 6 sections and cut as indicated below.

- * All cuttings are to be removed.



E.16 Reinstatement of Worn Grass Areas

The Contractor shall provide and spread good quality top soil in accordance with Clause 1.2 as instructed by CA and where deep rutting is evident.

The Contractor shall lightly fork over damaged grass surfaces (less than 10 m²) or use a pedestrian operated rotavator (areas over 10 m²) and cultivate to a depth of 50 mm. The Contractor shall grade out to existing levels and remove all large stones, rake to obtain tilth suitable for seed sowing, apply grass seed evenly by hand at the rate of 50g per m² and lightly rake in. The surface shall be consolidated by use of a light roller.

The Contractor shall supply and sow good quality amenity grass seed mixtures, usually BSH A4, unless instructed otherwise by the CA.

E.17 Preparation for Seeding

The Contractor shall arrange levels to give gentle falls for drainage and to avoid ponding hollows; where finished levels are not given, the levels shall be such that the finished surface will be a smooth even fall, (or gently rolling curve if shown) between the finished levels on the boundaries of the areas, as directed on site.

E.18 Pre-seeding Fertiliser

Fertiliser for general grass areas shall, unless agreed otherwise by the CA, be pre-seeding fertiliser British Seed Houses No. 1, 6:9:6 (N:P:K), applied in accordance with the manufacturer's instructions.

E.19 Seed Mix

The Contractor shall supply seed mix A4 by British Seed Houses Ltd, Camp Road, Witham St Hughes, Lincoln LN6 9QJ or other comparable good quality amenity grass seed mixture which shall be approved by the CA. The Contractor is to supply the CA with the seed certificates which are attached to the seed bags for approval prior to sowing.

Seed is to be sown in accordance with the suppliers instructions unless otherwise directed, in two equal applications over the areas in transverse directions to ensure an even distribution of seed. Seed shall then to be raked or harrowed-in evenly over the areas. The Contractor shall allow for making up levels in any areas of settlement and re-seeding to reinstate the areas.

E.20 Seeding Period

All areas shall be seeded in the period Mid-April to the end of May, and mid-August to end of September. For Fescue-based seed mixtures, the autumn sowing shall be completed by mid-September. Specific approval of the CA shall be obtained before seeding outside this period.

E.21 Turfing

The Contractor shall supply turf, which complies with the recommendations of BS 3969 (1990), and shall submit samples (minimum size 1 m²) for the approval of the CA prior to laying.

E.22 Laying Turf

Turfing operations shall comply with BS 4428:1989 unless indicated by the CA. Turf shall be free from undesirable grasses and weeds. Areas to be turfed shall be prepared as for seeding, allowance being made for the thickness of the turf. Stacks of turf shall not exceed 1 m in height, stacked soil-to-soil, and shall not stand longer than 5 days. Access to turf-laying operations shall be over newly laid turf by means of adequate planked runs. Pre-turfing fertiliser shall, unless otherwise agreed by the CA, be British Seed Houses No.1 6:9:6 (N:P:K) applied in accordance with the manufacturer's instructions. Turf shall be laid to stretcher bond. Deviations from the specified levels shall be adjusted by making up levels with fine soil, or by lifting and raking out surplus soil. Turf shall not be firmed by use of beaters or heavy rollers. Subsequent to laying, turf shall be top-dressed with dry, sifted topsoil, brushed well into joints. Turf shall not be laid in very dry or frosty weather. Turf on slopes shall be secured with galvanised wire pins, U-shaped, 200 mm x 4 mm diameter. Edges to turf shall be laid with whole turves.

E.23 CRICKET SQUARES

i) Squaring Off

When agreed with the CA, at the commencement of the season, the cricket square shall be "squared off" and corner pegs placed in

position at the corners. The Contractor shall allow for this operation in the rates for mowing.

ii) **Mowing**

When indicated in the Frequency Schedule, the Contractor shall cut the grass with a 500 mm (20") to 900 mm (36") pedestrian operated cylinder mower, having no less than 8 cutting blades on the cylinder set to a cutting height of 25 mm. Cuttings shall be boxed off and removed off site. Passes shall be at 45 degrees to the side of the square.

iii) **Scarification**

When indicated in the Frequency Schedule, the square shall be scarified square with 2 passes of a Sisis Auto Rotorake or other approved pedestrian motorised machine, set to operate above soil profile, to remove thatch and dead matter. Arisings shall be boxed off and removed off site.

iv) **Re-Mowing**

Following the scarification the Contractor shall re-cut the grass with a 500 mm (20") to 900 mm (36") pedestrian operated cylinder mower, having no less than 8 cutting blades on the cylinder set to a cutting height of 25 mm. Cuttings must be boxed off and removed off site. Passes shall be at 45 degrees to sides of square.

v) **Rolling**

When indicated in the Frequency Schedule, the square shall be rolled with a hand or self-propelled mower in 2 directions at right angles ensuring overlapping of passes, in order to achieve a firm, true and safe surface.

vi) **Fertilising**

When indicated in the Frequency Schedule, the Contractor shall apply, using cyclone spreader, or other method, to be approved by the Contract Administrator a spring/summer fine turf fertiliser known as Miracle Professional 'Longlife Sportsfield' 11:6:9 (N:P:K) (unless otherwise agreed in writing by the CA) which shall be applied in accordance with the manufacturer's instructions.

E.29 CRICKET OUTFIELD

vii) **Mowing**

When indicated in the Frequency Schedule, during the period April to October, the Contractor shall mow at weekly intervals with a cylinder mower, at a cutting height of 25 mm.

F ORNAMENTAL SHRUB AND STRUCTURE PLANTING

F.1 General Maintenance

- a) a) The Frequency Schedule indicates the operations intended for ground maintenance within planted areas. The Contractor shall monitor the effectiveness of treatments, according to the nature of ground, and planting type, season and other criteria and make recommendations for any adjustments to works indicated in the Frequency Schedule.
- b) b) Care must be taken to avoid damage to, or disturbance of the roots of the planted material if and when hand pulling, hoeing or mechanical weed control measures are used. Hand weeding shall not take place in conditions of severe frost or drought.
- c) c) All weeds, dead plants and debris resulting from a hand weeding operation shall be gathered up, collected and removed from site as the work proceeds. Adjacent paths or other surfaces shall be swept clean as the work proceeds.
- d) d) Herbicide treatments shall be in accordance with the requirements of Clause D of this Specification.

F.2 Maintenance of Planting within Establishment Phase

When indicated in the Frequency Schedule, the Contractor shall apply during January or February an approved residual herbicide to all planting within establishment phase.

During the growing season the Contractor shall carry out a combined handweed and translocated herbicide application as indicated in the Frequency Schedule.

F.3 Strimming to Planted Areas

When instructed, the Contractor shall trim all unwanted vegetation within planted areas to an even height of 50 mm. The Contractor shall allow in his rates for strimming around plants which are spaced at a minimum of 1 metre centres. Any damage caused to plants as a result of the strimming shall be made good to the satisfaction of the CA entirely at the Contractor's expense. This includes any damage to the bark of trees and shrubs and to desirable retained herbaceous plants. Unless described otherwise in Schedule of Works all arisings shall be dispersed.

Any strimming to planting areas which is instructed by the CA as a result of a delay in herbicide application shall be carried out at the Contractor's own expense.

F.4 Pruning

- a) For the purposes of this Contract the operations of pruning are restricted to normal 'summer' pruning to meet the objectives defined below. Unless indicated in the Frequency Schedule, heavy 'winter' pruning such as coppicing, is not included as routine work, but may be instructed separately as site conditions and growth rates dictate.
- b) Routine annual pruning of the previous year's growth, of scheduled trees and shrubs shall be carried out, as indicated in the Frequency Schedule, in order to attain the following objectives:
 - i) To prevent obstruction of sight lines at traffic corners and junctions.
 - ii) To prevent encroachment on roads, paths, walkways and traffic signs/lights.
 - iii) To prevent obstruction of light to windows of buildings.
- c) The pruning of all plants shall be carried out in order to attain the following objectives:
 - i) To promote new growth.
 - ii) To increase the potential for future flowering/fruiting.
 - iii) To avoid undue damage to adjacent plants and maintain the balance of species.
- d) Pruning shall be carried out by skilled labour using reciprocating cutters, or other approved equipment. All cut faces of branches or stems shall be clean and undamaged.
- e) All arisings from pruning, dead plants and other debris shall be gathered up, collected and removed off site.

F.5 Unless indicated otherwise in the Frequency Schedule the following two Clauses refer to 'Additional works'.

- i) During winter certain shrub species as directed by the CA shall be cleanly cut hard back (coppiced) to a height of approximately 100-400 mm according to species to promote bottom growth and prevent them attaining excessive height. Cuts shall be undertaken in such a way so as to retain form and not undertaken to a uniform height.

- ii) Where pruning or coppicing works involve cutting back further than the current years growth, these works should be undertaken between late November to February. No heavy pruning or coppicing works should be undertaken between the end of February and end of September. Where works are required during this period due to hazard management or amenity reasons a visual assessment should be undertaken to confirm that there is no risk of disturbing breeding birds.
- iii) All prunings and debris shall be collected and removed off site or chipped and blown back onto shrub beds as mulch. The sites chosen for mulching must be agreed with the CA in advance of the chipping operations.
- iv) Additional works will be by quotation or valued on the basis of Dayworks plus any waste disposal charges levied on the Contractor at the registered tip.
- v) Certain species of winter flowering shrubs will require pruning during spring and this will be as directed by the Contract Administrator. Unless indicated otherwise in the Frequency Schedule, such pruning will be treated as Additional Works and will be based on quotations or valued on the basis of Dayworks plus any waste disposal charges levied on the Contractor at the registered tip.

F6 Ornamental Grasses

Ornamental grasses shall be hand cut during January as required in order to clear dead vegetation, and promote healthy re-growth. Care must be taken not to damage new growth. All arisings shall be collected and removed from site.

G HEDGE MAINTENANCE

G.1 Hedge Clipping

All hedges shall be cut on one or two occasions as indicated in the Frequency Schedule.

Where vegetation is to be cut back only to the extent of the current years growth, hedge cuts can be undertaken at any time of year after undertaking visual assessment to confirm that the cut will no cause no risk of disturbing breeding birds. Where vegetation is to be cut back further than the current years growth hedge cuts should only be undertaken once a year during the winter months (November and February).

Hedge cutting shall be carried out with appropriate power tools; all cut faces of branches or stems shall be clean and undamaged. Hedges shall be carefully cut with line and level being maintained to promote a dense hedge of rectangular cross section.

Broad leaved evergreen hedges shall be pruned by hand using secateurs so to avoid half cut leaves. All arisings shall be removed from site. Young trees growing through hedges shall be retained undamaged, and the Contractor shall identify further young self sown trees for retention as appropriate.

G.2 Hedges - Weed Control

Where indicated in the Frequency Schedule, the following operations shall be undertaken:

- i) **Translocated Herbicide** shall be applied as indicated either as spot treatment to specified broad leaved weeds e.g. nettles, docks, thistles, willowherb, bindweed or ragwort, or alternatively as a complete treatment.
- ii) **Handweeding** shall be carried out in the case of growths of bindweed (together with treatment by translocated herbicide), goosegrass, sycamores, elders and brambles (together with stump treatment with triclopyr).
- iii) **Young hedges within establishment phase** shall be treated with a residual herbicide during January or February. During the growing season weeds shall be treated using combined handweed and translocated herbicide applications.

G.3 Laying of Native Species Hedges

Where instructed hedges shall be laid as described in the Schedule of Works. Desirable trees are to be retained, and unless directed, not cut

out or pruned. Elders and brambles unless directed otherwise, and bushy growth of Ash, Sycamore or other vigorous trees are to be cut out, and stumps of elders and brambles are to be killed. Selected Hazels and Hollies shall be left unladen, or as agreed on site.

Former fencing, wire and netting shall be removed together with any litter, hardcore and debris which is exposed during the operation. All arisings shall be removed from site or disposed of otherwise as described in the Schedule of Works. Arisings may be chipped into nearby plantings as directed.

Hedge laying shall be carried out to highest standard and the Contractor shall consider engaging the services of a skilled specialist. A sample of recently completed work shall be offered for inspection prior to the CA authorising a particular specialist or operative to proceed with the works.

Hedges shall be laid with the pleachers directed uphill, unless the ground is level, and the pleachers shall be carefully laid and bound together using selected thorn pegs or softwood stakes provided for the purpose. The most appropriate stems shall be selected for laying and stems not required shall be cut out at coppice level to encourage re-growth. Unless otherwise indicated in the Schedule of Works, no particular finished height is required, the hedge being laid to make as tidy and workmanlike result as is practicable.

H TREE MAINTENANCE

H.1 Trees in Paving

When instructed tree grilles shall be lifted over the area of the tree pit, the levels made up with 'Croxden' horticultural grit, lightly compacted, and the grilles relaid to level. The interstices of the grids shall be filled with grit and lightly compacted.

H.2 Materials

Materials supplied by the Contractor shall be as specified below, and installed as per section I.19 & I.20.

a) **Tree Stakes**

Round softwood, peeled and pointed, and stakes shall not be treated with preservative. All stakes are to have a minimum diameter of 75 mm.

b) **Tree Ties**

Toms Tree Ties available from J Toms Ltd, Wheeler Street, Headcorn, Ashford, Kent TN27 9SH

Special Nylon Reinforced Rubber Belt B1 1" (25 mm)

L5 1 ½" (37.5 mm)

L4 2" (50 mm)

Toms Standard Pad (O1)

Toms Extra Large Pad (L1)

Toms Big Block (L3)

c) **Clout Nails**

Galvanised clout nails 40 mm extra large head.

H.3 Inspection of Specimen Trees

All planted specimen trees (ie those less than 4m) shall be inspected twice per year as indicated in the Frequency Schedule in the months of April and October and appropriate remedial action taken by the Contractor as required provided such work can be carried out at ground level without the use of a ladder. All arisings shall be removed off site.

- i) The Contractor shall check base of tree for "rocking" or "socketing" and straighten tree, re-stake, fill voids with top soil and firm up, as required. The cost of the replacement of stakes will be valued separately, as reported by the Contractor and confirmed by the CA.
- ii) The Contractor shall check all tree ties and adjust to allow for growth, refix or replace as necessary ensuring that the top tie is positioned not more than 50 mm below the top of each tree stake.

The cost of the new replacement ties will be valued separately, as reported by the Contractor and confirmed by the CA.

- iii) The Contractor shall check the trees for signs of damage to the stem, crown or branches. The Contractor shall cut back broken branches, and prune to shape if necessary.
- iv) The Contractor shall check the trees and remove redundant tapes, tags, ties, labels and other encumbrances. The Contractor shall remove dead trees and redundant tree stakes to their tips, together with other fixings, hessian wrappings and wire tree guards, refilling the post holes with lightly compacted topsoil and seeding.

H.4 Replace Stakes and Ties

When instructed any broken or damaged tree stakes are to be replaced and ties re-fixed at a slightly lower position; allowing for growth since planting. Cost of replacement stakes and ties will be valued separately. Arisings shall be removed off site.

H.5 Mature Trees

Mature trees shall be defined as those having a height greater than 4 m or those requiring use of a ladder for access into the canopy of branches.

The maintenance of large mature trees is excluded from this Contract and the Contractor shall not be required to carry out any work or inspections of these items. However, he shall report any obvious signs of damage to the CA, should it come to his attention during the course of his normal duties or during site inspections.

H.6

i) Regular Pruning of Specimen Trees

Where instructed all regular pruning shall be carried out by means of secateurs, approved mechanical hedge cutters and handsaws only. Pruning shall be carried out to the highest horticultural standard. Dead foliage and branches shall be removed by cutting back to an outward pointing bud, or as directed by the CA. Growth shall be reduced to encourage flower, fruit and so as to remove any growth encroaching onto paths, roads, signs, sightlines and lights, cutting back to outward pointing bud.

Allowance shall be made for thinning, trimming and shaping according to species, variety, season, stage of growth, and required visual effect. All prunings/thinnings are to be removed off site. The Contractor shall notify the CA of the incident of any disease/fungus present.

ii) Extraneous Growth

The Contractor shall remove side growths and suckers from base of standard trees by pruning back the level of the trees to the stem or root.

iii) **Crown Pruning of Standard Trees up to 4 m high**

When instructed the Contractor shall remove dead branches and reduce selected side branches by one-third, in each case cutting back to live wood so as to preserve a well-balanced head. Cuts greater than 100 mm diameter shall be treated with approved preservative immediately after cutting. Feathered trees shall not be crown-pruned.

iv) **Training Pleached Trees**

The contractor shall provide the CA with a minimum of 24hours notice prior to undertaking works and works shall be supervised by CA on site. Pruning shall be carried out to the highest horticultural standard. New vertical branch growth shall be removed by cutting back to the horizontal branch, or as directed by the CA. New horizontal growth shall be attached to Pleaching Wires using adjustable plastic fasteners and ensuring no restrictions are caused to the following years growth.

The contractor shall allow for old ties which are causing restriction of branch growth, to be removed and disposed off site. Works should be undertaken using a mini cherry picker or mobile elevated work platform.

v) **Trimming Box Trained Trees**

The contractor shall provide the CA with a minimum of 24hours notice prior to undertaking works and works shall be supervised and directed by CA on site. Works should be undertaken using a mini cherry picker or mobile elevated work platform. Work undertaken from ladder access is not acceptable.

H.7 Tree Removal and Stump-Grubbing

When instructed selected trees with main stem diameter not exceeding 250 mm shall be cut down and stumps dug up, pulled out or otherwise removed together with any roots remaining within 500 mm radius of the main stem. The Contractor shall allow in his rates for back-filling with the specified topsoil to marry into the surrounding ground levels, including allowance for settlement.

H.8 Thinning and Coppicing of Woodland

Trees for thinning may be marked by the CA in advance of operations identifying those which require felling and stump treatment and those which require coppicing. Trees for thinning shall be cut to level stump

length of 150 mm for treatment with stump killer. Trees for coppicing shall be cut back to 50 mm above ground level.

Contractor's method of work shall ensure that the operatives distinguish between trees for coppicing and trees for killing and mark them appropriately so that the operative with stump killer is aware of the stumps to be killed. Where a number of stems are coppiced on one plant, cut faces are to slope away from the centre.

Care shall be taken to ensure that thinning operations do not cause damage to desirable plants, or rutting of the ground in wet conditions. All damage to plants which are to be retained shall be made good to the CA's satisfaction at the Contractor's expense.

H.9 Chipping of Prunings and Thinning

Arisings shall be reduced by chipping on site, and chippings spread on to adjacent planted areas. Chippings are to be spread or heaped as directed but must not be piled around plants or stumps. Chippings shall not be spread in ditches or become lodged in hedges or bushes or on private land or adjacent to farmland.

The Contractor shall ensure that an appropriately qualified operative with a Certificate of Competence as described in Clause D.1 is on site at all times to apply stump killer as required.

H.10 Valuation and Progress of Work

Unless otherwise directed all woodland thinning shall be carried out and valued as Dayworks in accordance with the conditions described in pages 5/1 and 5/2. Contractors are required to provide prices for various grades of labour and types of plant. The actual manning of gang (subject to conditions in 5/1) will be by agreement between the CA and the Contractor. The Contractor shall make a gang available to allow whole days and weeks to be worked within the period allocated for the work. The progress of the work shall not be interrupted without the agreement of the CA.

I PLANTING OF TREES, WHIPS, TRANSPLANTS AND SHRUBS

I.1 Generally

All planting work shall be carried out as additional work as directed by the CA and valued by quotation. Plants shall be located as shown on the planting plan.

I.2 Topsoil

Where directed the Contractor shall import topsoil to the site. The topsoil shall be a natural topsoil, good quality medium loam, free from debris over 50mm in any dimension, conforming to BS3882 (1994) "General purpose grade" and being free from all perennial weeds.

The topsoil shall be spread in 225mm layers to make up existing levels, as directed by the CA. The Contractor shall allow for levelling and raking to ensure that levels of imported topsoil marry in smoothly with adjacent existing areas.

I.3 Cultivation

Planting areas which are level or designated on the drawing to be cultivated shall be rotovated to a depth of at least 225mm in the original ground, or where the ground is compacted, ripped and then rotovated.

The Contractor shall pick off all stones, bricks, timber and all other debris arising which have any dimensions greater than 50mm and remove off site. The Contractor shall not cultivate across any drain where the stone is flush with the ground surface.

I.4 Soil Ripping

Where directed, areas shall be loosened with a tine ripper, as approved by the CA, to ensure adequate drainage through the sub-soil. The ripper shall have a chisel plate 75mm x 150mm angled at 25° to the horizontal so as to "heave" the soil. Ripping shall be at a depth of 450 mm and at 900mm centres or otherwise as directed. Ripping shall be carried out in dry weather after topsoiling.

I.5 Soil Improvement

Where directed composts, fertilisers or other additives shall be incorporated into the soil.

Spent mushroom compost or similar shall be spread to the specified thickness and incorporated, by rotovating, into the top 150mm.

Granular fertilisers, organic or inorganic, shall be raked into the top 25mm, tablet fertilisers shall be inserted into the ground, both at rates in accordance with the manufacturer's instructions.

1.6 Soil Improvers/Fertilisers

Spent Mushroom compost shall be free of all debris, string, wire, stones etc.

Fertilisers shall, unless agreed otherwise by the CA, be either Miracle Professional 'Enmag' 4:9:10 (N:P:K) or Scotts 'Sierrablen Flora Yellow' granular or tablet 15:9:9 (N:P:K) as per the manufacturers recommended rate.

Peat free tree and shrub planting compost shall be mixed with the backfill from planting pits in quantities:-

80 litres compost per 15 pits for whips, transplants and shrubs.

80 litres compost per 4 pits for feathered and standard trees.

80 litres compost per pit for selected, heavy and extra heavy standard trees.

Samples of specified soil improvers shall be approved prior to delivery of such material to site.

1.7 Herbicide Prior to Cultivation

Where directed active ingredient Glyphosate or active ingredients diquat and paraquat shall be sprayed onto all vegetation on shrub beds or other planting areas so as to give a "complete kill".

1.8 Herbicide After Cultivation

All planting areas shall be free of weeds prior to planting. The CA will provide the confirmation required by the Contractor that planting may proceed. Herbicide shall be sprayed onto the beds after cultivation as directed by the CA.

1.9 Plant Description

All plant material shall comply with the relevant sections of BS.3936 parts 1-4 "Specification for Nursery Stock" except where specifically amended therein, be good specimens of their type, free from all pests and disease, with good fibrous roots systems and materially undamaged. Grafted plant material shall not be acceptable unless specifically agreed to.

I.10 Species & Cultivars

All plant material shall be supplied as specified in the Contract Documents. Substitutions will only be allowed with the written approval of the CA.

I.11 Tree Sizes

Specifications for trees follow those in the "Standard Form of Tender for the Supply and Delivery of Plants" (1992 Edition) published by BALL, HTA, NFU, in association with ILAM which is obtainable from the Horticultural Trades Association, 19 High Street, Theale, Reading, Berkshire RG7 5AH (Telephone 0118 9303132).

I.12 Plant Handling

The Contractor shall ensure that during transportation and planting, all nursery stock is kept moist and not allowed to dry out.

Plant handling at the nursery, during transit up to delivery shall all be in accordance with "Handling and Establishing Landscape Plants", (November 1995) the booklet published by the Committee for Plant Supply and Establishment (CPSE). The Contractor shall comply with the clauses of parts I & II, to the extent applicable, and shall include these parts in his contract with his plant supplier.

On site the Contractor shall comply with Part III of the above booklet which refers to the receipt, unloading and temporary storage of plants.

Copies of this booklet are available from the Horticultural Trades Association, 19 High Street, Theale, Reading, Berks RG7 5AH (Telephone 0118 9303132).

I.13 Inspection of Plants

The CA is required to inspect all plant material prior to the time of planting, and the Contractor shall notify the CA when and where the materials may be inspected. Plants which are planted without CA's approval are entirely at the Contractor's risk.

I.14 Rejection of Plants

Any plant material, which in the opinion of the CA do not meet with the requirements of the Specification, or are unsuitable, or defective in any other way, will be rejected. The minimum specified sizes of the plant schedule will be strictly enforced. The Contractor shall replace all plants so rejected at his own cost.

I.15 Time of Planting

All plant material shall generally be planted between November and March in open and cool weather. Planting shall not take place in frosty, snowy or waterlogged conditions. Where approved, pot or container grown plants may be planted outside the described season, but adequate watering shall be supplied.

I.16 Planting Method

The nature of the material to be planted is variable and the Contractor shall allow for planting to be properly carried out in all cases as described in BS4428 : 1989.

The Contractor shall excavate the pit setting aside the topsoil for re-use. The Contractor shall mix the topsoil with the planting compost and back fill the pit, having placed the plant in the pit.

The plant shall be set upright and at the same depth as grown in the nursery, the roots shall be spread out and the topsoil, or compost/topsoil mixture, backfilled.

Roots shall not be bent, broken or forced into inadequate pits or notches. Torn or damaged roots shall be cleanly pruned prior to planting.

Plants shall be upright, firmed in and wind resistant, with no air pockets around the roots.

All pots and root wrappings shall be carefully removed and outer edges of rootballs loosened prior to planting. All pots and wrappings arising shall immediately be picked up and stored ready for removal off site.

Backfilling shall be done to ensure close contact between roots and soil, by shaking soil between roots, by forming in layers and by gentle firming-in. The soil shall be left level and tidy, any subsoil clots, bricks or stones over 50mm arising, collected and carted off site.

Plants shall be planted at the specified centres. On steep slopes this shall be the horizontal measure.

I.17 Tree Pit Sizes

Plants shall be planted in tree pits of the following sizes (mm) unless directed otherwise:-

Herbaceous	150 x 150 x 150
Shrubs, transplants and whips	300 x 300 x 300
Feathered and standard trees up to 3 metres high	900 x 900 x 450 (0.36 m ³)
Selected and heavy standards up to 4.25 metres high	1000 x 1000 x 600 (0.60 m ³)

Extra heavy standards up to 4.9 metres high	1200 x 1200 x 600 (0.86 m ³)
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For tree pits the excavated subsoil or stone shall be carted off site to tip. The bottom 150mm of the pit shall be dug over and broken up. Backfill shall be imported topsoil or existing topsoil and planting compost as specified.

Hessian wrapping on root balls shall be folded away from the plant and laid on the base of the pit before back-filling.

I.18 Pruning of Planting

The Contractor shall prune back any minor damage to the nearest outward facing bud.

Where directed whips, transplants or shrubs shall be pruned back by one third to one half. Pruning will only be allowed after the plants have been planted.

Where directed the crowns of trees shall be reduced by cutting back all branches by one third of their length.

All pruning shall be in accordance with good horticultural practice ie cut with sharp secateurs just above a bud or leaf axil at an angle away from the bud or axil.

Secateurs or pruning knives shall be sharp and kept clean.

All prunings shall be removed off site.

I.19 Stakes for Trees

Stakes shall be peeled round pressure treated softwood, pointed, of minimum diameter 75mm. The stakes shall be driven into the base of the tree pit prior to placing the tree into the ground and backfilling such stakes shall generally have a clear height above the finished ground level as follows unless directed otherwise:-

Feathered and standard trees	750mm	(one tie)
Selected and heavy standards	900mm	(2 stakes, one tie each)
Extra heavy standards	1200mm	(2 stakes, one tie each)

The stakes shall be long enough to drive down onto the ground until they hold the tree firmly without rocking. Stakes shall be placed into the ground to prevent damage to branches or trunk. The Contractor shall saw-off any excess length of stake to ensure that the stake is below the

first side branch. Stakes shall be positioned on the windward side of the tree.

1.20 Tree Ties

Ties shall be approved nail-on-type with cushioned spacers such as Toms, or other equal and approved. Nails shall be flat headed galvanised and shall hold the ties securely onto the stake. Ties shall not be overtight on the tree stems.

Feathered and standard trees	Type 01
Selected and heavy standards	Type 04
Extra heavy standards	Type L3
Ties available from:	J Toms Ltd Wheeler Street Headcorn Ashford Kent TN27 9SH

1.21 Mulching

Mulching shall be applied when the shrub beds are weed free or the CA so directs. The beds shall be scavenged immediately prior to mulching.

Mulch shall be spread amongst the shrubs without causing damage to the shrubs or compaction of the soil. The specified depth of mulch shall be the settled or compacted depth and the Contractor shall spread sufficient mulch to allow for settlement. The Contractor shall include for working mulching under and around ground cover shrubs. Mulch shall not be mixed with the soil.

Where shrub beds are adjacent to hard areas the soil level shall taper down below the edge allowing the mulch to lie on the soil without spillage over the hard areas.

- a) Spent Mushroom Compost shall not contain soil or mud for from storage grounds. All twine, timber, polythene, stones and other extraneous matter shall be picked out as it is spread and carted off site to the tip.
- b) Ornamental Bark Mulch as available from Melcourt Industries, see clause D.8 for address.

1.22 Watering

If planting during dry weather conditions the Contractor shall allow for watering all newly planted material thoroughly, once immediately after planting.

I.23 Replacement of Plant Material

A Schedule of plant replacements may be drawn up by the CA. The Schedule will show which plants are to be replaced due to failure, malicious damage or theft. Replacement will be at Employer's expense.

Failures will be judged towards the end of the growing season and are to include those plants experiencing dieback and those, which appear to be in an unhealthy condition.

All plants, which have to be replaced, are to be lifted and removed off site.

J TIMBER

J.1 Graded Softwood

Strength graded to BS 4978 or BS EN 519 or other national equivalent and so marked.

Strength class to BS EN 338: C

J.2 Ungraded Softwood

Free from decay, insect attack (except pinholes borers) and with no knots wider than half the width of the section.

J.3 Selection and use of timber

Do not use timber members which are damaged, crushed or split beyond the limits permitted by their grading.

Ensure that notches and holes are not so positioned in relation to knots or other defects that the strength of members will be reduced.

Do not use scarf joints, finger joints or splice plates.

J.4 Processing treated timber

Carry out as much cutting and machining as possible before treatment.

Retreat all treated timber which is sawn along the length, thickened, planed or otherwise extensively processed.

Treat timber surfaces exposed by minor cutting and drilling with two flood coats of a solution recommended for the purpose by main treatment solution manufacturer.

K FENCING

K.1 Generally

Where the specification in this section differs from that on the drawing, the specification on the drawing shall be used as the basis for pricing the item.

- STRAINED WIRE FENCING:

i) To BS 1722:Part 3,
- WOODEN POST AND RAIL FENCING:

ii) To BS 1722:Part 7,
- WOOD PANEL FENCING:

iii) To BS 1722:Part 11,
- CLOSE BOARDED FENCING:

iv) To BS 1722:Part 5,
- CLEFT CHESTNUT PALE FENCING:

v) To BS 1722:Part 4,
- WOODEN PALISADE FENCING:

vi) To BS 1722:Part 6,
- FIELD GATES AND POSTS:

vii) To BS 3470,
- BRIDLE GATES AND POSTS:

viii) To BS 5709,
- KISSING GATES AND POSTS:

ix) To BS 5709,
- TIMBER GATE(S)/GATE POSTS:

x) Timber to BS EN 942, Class J40,

xi) Adhesive: Synthetic resin to BS EN 301, type 1,

K.2 INSTALLATION:

Set out and erect fencing:

- i) In straight lines or smoothly flowing curves as shown on drawings,
- ii) With tops of posts following profile of the ground,
- iii) With posts set rigid, plumb and to specified depth, or greater where necessary to ensure adequate support.
- iv) With correct fastenings and all components securely fixed.

SETTING POSTS IN CONCRETE:

- i) Mix: To BS 5328, Designated mix not less than GEN1 or Standard mix not less than ST2 (alternative mix for small quantities: 50 kg Portland cement, class 42.5, to 150 kg fine aggregate to 250 kg

20 mm nominal maximum size coarse aggregate, medium workability).

- ii) Do not use admixtures.
- iii) Excavate holes neatly and with vertical sides.
- iv) Position post/strut and fill hole with concrete to not less than the specified depth, well rammed as filling proceeds and consolidated.
- v) Holes not completely filled with concrete to be backfilled with excavated material, well rammed and consolidated.

K.3 EXPOSED CONCRETE FOUNDATIONS not subsequently covered by paving to be compacted until air bubbles cease to appear on the upper surface, then weathered to shed water and trowelled smooth.

K.4 SETTING POSTS IN EARTH:

Excavate holes neatly, with vertical sides and as small as practicable to allow refilling. Position posts/struts and replace excavated material, well rammed as filling proceeds.

K.5 DRIVING POSTS:

Prevent damage to heads of posts when driving.

K.6 TIMBER RAILS:

Each rail must span not less than two bays with joints in adjacent rails staggered. Nail each length of rail to each post with two 100 mm galvanized wire nails. Rails with split ends must be replaced.

K.7 SITE CUTTING OF TIMBER to be kept to a minimum with no cutting where to be used below or near ground level. Treat surfaces exposed by minor cutting and drilling with two flood coats of a solution recommended for the purpose by main treatment solution manufacturer.

K.8 DAMAGE TO GALVANIZED SURFACES:

Touch up minor damage, including on fastenings and fittings, using low melting point zinc alloy repair rods or powders made for this purpose or at least two coats of zinc-rich paint to BS 4652. Apply sufficient material to provide a zinc coating at least equal in thickness to the original layer.

APPENDICES

APPENDIX A

Contract No:				
Contract Name:				
Application for Payment No:		Period Number:	Period From:	
			Period To:	
Contractor:				
Item	Frequency Based Operations	Unit	Quantity	Cost
	<i>Sub total</i>			
Item	Instructed Works	Unit	Quantity	Cost
	<i>Sub total</i>			
Item	Dayworks	Unit	Quantity	Cost
	<i>Sub total</i>			
	TOTAL			
Signed for contractor		Signed for Employer		
Date:		Date:		



SITE INSPECTION REPORT

CONTRACT NO:		INSPECTION REPORT NO:	FORTNIGHTLY PERIOD FROM:	TO:
SITE NAME & NO:	COMMENTS AND OBSERVATIONS*		COST ESTIMATE	CLIENT COMMENTS
INSPECTOR SIGNATURE:		DATE:	CLIENT SIGNATURE:	DATE:
CLIENT INSTRUCTIONS:				

* Please insert the words 'No Hazards Observed' in this column if there are no safety issues to report
 The Contractor should inspect all the landscape elements on each site included in the following categories:

- CLEANSING** **SOFT LANDSCAPE FEATURES** (see Site Inventory) **HARD LANDSCAPE FEATURES** (see Site Inventory) **MISCELLANEOUS** **ENCROACHMENT AREAS** (please note any changes to boundaries)

NB: PLEASE INCLUDE A PHOTOGRAPH SHOWING POTENTIAL HAZARD/BOUNDARY CHANGE WHERE POSSIBLE

APPENDIX C

PESTICIDE USE RECORD												
CONTRACTOR												
Operator (name and address)	Date	Product and reason for use (disease/weed/pest) - specify substances used	Volume of product	Quantity of product	Intended rate of application	Location and area sprayed	Crop, variety, growth stage	Spraying Time		No of tanks	Weather, soil conditions - notes	Other details eg sickness and details of exemption certificates
								Start	Finish			
SIGNED BY CONTRACTOR										DATE		

APPENDIX D

Dated

200-

COMMISSION FOR THE NEW TOWNS

(1)

(2)

(3)

**NOVATION OF LANDSCAPE
MANAGEMENT CONTRACT**

**(First Employer to Second Employer
relating to
Preston Play Areas Maintenance Contract**

THIS DEED is made

BETWEEN:

1 **COMMISSION FOR THE NEW TOWNS** of Central Business Exchange 414-428
Midsummer Boulevard Central Milton Keynes MK9 2EA (the **"First Employer"**)

2 [] of []
[] (the **"Second Employer"**)

and

3 [] whose registered office is at []
[]
(the **"Contractor"**)

WHEREAS:

- (A) By an Agreement in writing as [Preston Play Areas Maintenance Contract] dated 2003] the **"Landscape Management Contract"**) the Contractor agreed with the First Employer for the consideration therein mentioned to undertake the landscape management of the site to which that Landscape Management Contract applied (the **"Site"**)
- (B) The Site remains to be completed
- (C) The First Employer has agreed to transfer its interest in the Site to the Second Employer and the Second Employer wishes to procure the execution of the landscape management work; and
- (D) The parties have agreed to novate the Landscape Management Contract to the Second Employer on the terms set out below;

NOW THIS DEED WITNESSES and the parties agree as follows:

1 Novation of Landscape Management Contract

- 1.1 The Landscape Management Contract is hereby novated from the First Employer and the Contractor to the Second Employer and the Contractor

2 Release of First Employer

- 2.1 The First Employer shall no longer owe any duty or obligation to the Contractor under or in respect of the Landscape Management Contract whether by virtue of its terms or by virtue of any breach or otherwise

3 Release of Contractor

- 3.1 The Contractor shall no longer owe any duty or obligation to the First Employer under or in respect of the Landscape Management Contract whether by virtue of its terms or by virtue of any breach or otherwise

4 Binding Contractor to Second Employer

- 4.1 The Contractor binds itself to the Second Employer in the terms of the Landscape Management Contract as if the Second Employer were and always had been named in the Landscape Management Contract in place of the First Employer

5 Binding of Second Employer to Contractor

- 5.1 The Second Employer binds itself to the Contractor in the terms of the Landscape Management Contract as if the Second Employer were and always had been named in the Landscape Management Contract in place of the First Employer and as if all acts and omissions of the First Employer (including any wrongful acts or omissions) under and in respect of the Landscape Management Contract were the acts and omissions of the Second Employer

- 5.2 Clause 5.1 will be without prejudice to the rights of the Second Employer against the First Employer in respect of any act or omission on the First Employer's part prior to the Novation of the Landscape Management Contract: specifically the First Employer shall indemnify the Second Employer against all liabilities arising through such act or omission of the First Employer under the Landscape Management Contract prior to such Novation.

6 Vesting of remedies in Second Employer

- 6.1 All rights of action and remedies vested in the First Employer against the Contractor under and in respect of the Landscape Management Contract shall hereupon vest in the Second Employer.

7 Vesting of remedies against Second Employer

- 7.1 All rights of action and remedies vested in the Contractor against the First Employer under and in respect of the Landscape Management Contract shall hereinafter lie against the Second Employer.

8 Affirmation of Landscape Management Contract

- 8.1 Subject to the terms of this Deed the Landscape Management Contract shall remain in full force and effect.

9 Governing law and interpretation

- 9.1 The law of this Deed is English law and the English courts shall have jurisdiction with regard to all matters arising therefrom
- 9.2 The definitions given in the Recitals hereto shall apply to this Deed
- 9.3 Clause headings in the Deed shall be of no effect

EXECUTED AND DELIVERED as a deed:

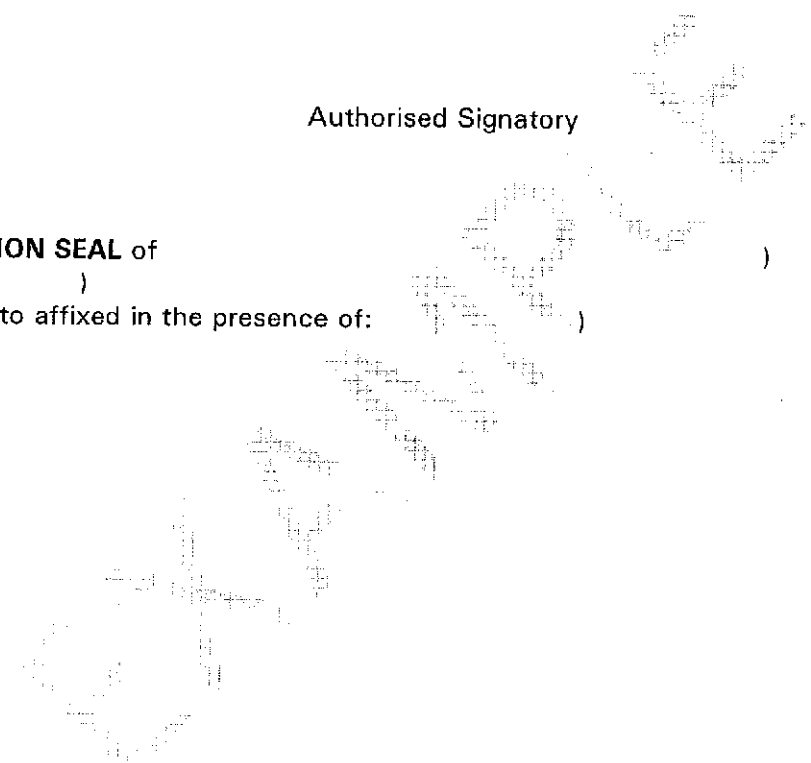
THE COMMON SEAL of
COMMISSION FOR THE NEW TOWNS
was hereunto affixed in the presence of:

)
)
)

Authorised Signatory

THE COMMON SEAL of
[])
was hereunto affixed in the presence of:

)
)
)



Register of Play Inspectors International Ltd (RPII)

Contractor should include for the cost of training their relevant staff within the tender figures. TEP are arranging courses in April for both Routine and Operational Inspections. (The prices shown below are 2003 prices). The winning contractor is expected to attend unless already qualified

Routine Inspectors Examination:

This examination certifies the competence of staff carrying out the daily/weekly inspections of play areas. The examination follows a half-day training course currently provided by a training body. Courses and examinations can be arranged for groups of 6 or more either through NPFA. Tel: 020 7833 5378 or RoSPA Tel: 01480 411384, who will provide details.

The cost for the examination is £35.00* + VAT per candidate which includes three-year membership of the Register. *Please note this does not include the cost of the training course.*

Operational Inspector Examinations:

The Examination is designed to certify the competence of inspectors carrying out monthly or quarterly operational inspections.

Examinations are held regionally on a quarterly basis. There are 4 parts to the examination: written, practical, observational and a written report. The practical inspection, paperwork and report are to the format used by the employing authority

Cost per candidate £150 + VAT including three year membership of the Register. Contact Margaret Wardle at RPII Tel: 02476 414 999 Ext 208 Email: Margaret@sportslife.org.uk

Annual Inspector Examination

The Examination is designed to certify the competence of inspectors carrying out Annual and Post Installation Inspections.

Examinations are held as required and can be arranged locally. There are two parts to the examination: written and practical and full details of the Criteria for Membership Guidance Notes, and Syllabus can be obtained from Margaret Wardle at the RPII on Tel: 02476 414 999 Ext 208 Email Margaret@sportslife.org.uk

Cost per candidate: Examination Fee £240 Annual membership fee £100 + VAT

SECTION 4.0 - SCHEDULE OF MAINTENANCE WORKS

Item	Spec Clause	Description	Qty	Unit	Rate	Total £	p
PR1 – The Gables Play Area, Preston			2009 to 2010				
	Q35	<u>MAINTENANCE</u>					
a		<u>Cleansing (includes 5m outside play area)</u> Inspect and cleanse the site twice weekly ensuring all areas are free of rubbish as per specification. Graffiti removal should be included within this rate. (Also includes for removing dog mess)	104	Nr	8.00	832.00	
b		<u>Herbicide</u> Apply glyphosate as a CDA operation to all pavements and gutters as per specification whilst weeds are no higher than 50mm. Wet pour surfacing to be kept moss free, by brushing and herbicide treatment.	4	Nr	10.00	40.00	
	Q35	<u>Play Area Maintenance</u>					
d		<u>Routine Play Inspection (Twice weekly)</u> Inspect play areas as per spec, notify the SO immediately if any damage or vandalism has occurred, check that dogs are not getting onto/fouling the Play Area and ensure all gates are operating correctly. (52 wks x 2)	104	Nr	10.00	1,040.00	
e		<u>Routine Play Inspection Report (weekly)</u> Provide a written report using forms found in Appendix B and provide between 2 and 6 photographs for each site	52	Nr	10.00	520.00	
f		<u>Operational Inspection</u> Detailed inspection to check the operation and stability of the equipment and any wear. This should be done every 2 months or as indicated by the manufacturer's instructions Check self-closing gates. Include for providing SO with a written report (12 months/2)	6	Nr	20.00	120.00	
g		<u>Annual ROSPA Inspections</u> Instruct, request and accommodate annual ROSPA inspections of the play area (including initial inspection – to be completed with 4 weeks of contract commencement. Such inspections shall include a written statement from the Inspector confirming the safety of the play equipment.	1	Nr	65.00	65.00	
To collection						£2,617.00	p

SECTION 4.0 - SCHEDULE OF MAINTENANCE WORKS

Item	Spec Clause	Description	Qty	Unit	Rate	Total £	p
PR2 – The Evergreens Play Area, Preston			2009 to 2010				
	Q35	<u>MAINTENANCE</u>					
a		<u>Cleansing (includes 5m outside play area)</u> Inspect and cleanse the site twice weekly ensuring all areas are free of rubbish as per specification. Graffiti removal should be included within this rate. (Also includes for removing dog mess)	104	Nr	8.00	832.00	
b		<u>Herbicide</u> Apply glyphosate as a CDA operation to all pavements and gutters as per specification whilst weeds are no higher than 50mm. Wet pour surfacing to be kept moss free, by brushing and herbicide treatment.	4	Nr	10.00	40.00	
	Q35	<u>Play Area Maintenance</u>					
d		<u>Routine Play Inspection (Twice weekly)</u> Inspect play areas as per spec, notify the SO immediately if any damage or vandalism has occurred, check that dogs are not getting onto/fouling the Play Area and ensure all gates are operating correctly. (52 wks x 2)	104	Nr	10.00	1,040.00	
e		<u>Routine Play Inspection Report (weekly)</u> Provide a written report using forms found in Appendix B and provide between 2 and 6 photographs for each site	52	Nr	10.00	520.00	
f		<u>Operational Inspection</u> Detailed inspection to check the operation and stability of the equipment and any wear. This should be done every 2 months or as indicated by the manufacturer's instructions. Check self-closing gates. Include for providing SO with a written report (12 months/2)	6	Nr	20.00	120.00	
g		<u>Annual ROSPA Inspections</u> Instruct, request and accommodate annual ROSPA inspections of the play area (including initial inspection – to be completed with 4 weeks of contract commencement. Such inspections shall include a written statement from the Inspector confirming the safety of the play equipment.	1	Nr	65.00	65.00	
To collection						£2,617.00p	

SECTION 4.0 - SCHEDULE OF MAINTENANCE WORKS

Item	Spec Clause	Description	Qty	Unit	Rate	Total £	p
PR3 -- Roseberry Avenue Play Area, Preston			2009 to 2010				
	Q35	MAINTENANCE					
a		<u>Cleansing (includes 5m outside play area)</u> Inspect and cleanse the site twice weekly ensuring all areas are free of rubbish as per specification. Graffiti removal should be included within this rate. (Also includes for removing dog mess)	104	Nr	8.00	832.00	
b		<u>Herbicide</u> Apply glyphosate as a CDA operation to all pavements and gutters as per specification whilst weeds are no higher than 50mm. Wet pour surfacing to be kept moss free, by brushing and herbicide treatment.	4	Nr	10.00	40.00	
	Q35	Play Area Maintenance					
d		<u>Routine Play Inspection (Twice weekly)</u> Inspect play areas as per spec, notify the SO immediately if any damage or vandalism has occurred, check that dogs are not getting onto/fouling the Play Area and ensure all gates are operating correctly. (52 wks x 2)	104	Nr	10.00	1,040.00	
e		<u>Routine Play Inspection Report (weekly)</u> Provide a written report using forms found in Appendix B and provide between 2 and 6 photographs for each site	52	Nr	10.00	520.00	
f		<u>Operational Inspection</u> Detailed inspection to check the operation and stability of the equipment and any wear. This should be done every 2 months or as indicated by the manufacturer's instructions. Check self-closing gates. Include for providing SO with a written report (12 months/2)	6	Nr	20.00	120.00	
g		<u>Annual ROSPA Inspections</u> Instruct, request and accommodate annual ROSPA inspections of the play area (including initial inspection - to be completed with 4 weeks of contract commencement. Such inspections shall include a written statement from the Inspector confirming the safety of the play equipment.	1	Nr	65.00	65.00	
To collection						£2,617.00	p

SECTION 4.0 - SCHEDULE OF MAINTENANCE WORKS

Item	Spec Clause	Description	Qty	Unit	Rate	Total £	p
PR4 – Village Green Play Area, Preston			2009 to 2010				
	Q35	MAINTENANCE					
a		<u>Cleansing (includes 5m outside play area)</u> Inspect and cleanse the site twice weekly ensuring all areas are free of rubbish as per specification. Graffiti removal should be included within this rate. (Also includes for removing dog mess)	104	Nr	8.00	832.00	
b		<u>Herbicide</u> Apply glyphosate as a CDA operation to all pavements and gutters as per specification whilst weeds are no higher than 50mm. Wet pour surfacing to be kept moss free, by brushing and herbicide treatment.	4	Nr	10.00	40.00	
	Q35	Play Area Maintenance					
d		<u>Routine Play Inspection (Twice weekly)</u> Inspect play areas as per spec, notify the SO immediately if any damage or vandalism has occurred, check that dogs are not getting onto/fouling the Play Area and ensure all gates are operating correctly. (52 wks x 2)	104	Nr	10.00	1,040.00	
e		<u>Routine Play Inspection Report (weekly)</u> Provide a written report using forms found in Appendix B and provide between 2 and 6 photographs for each site	52	Nr	10.00	520.00	
f		<u>Operational Inspection</u> Detailed inspection to check the operation and stability of the equipment and any wear. This should be done every 2 months or as indicated by the manufacturer's instructions. Check self-closing gates. Include for providing SO with a written report (12 months/2)	6	Nr	20.00	120.00	
g		<u>Annual ROSPA Inspections</u> Instruct, request and accommodate annual ROSPA inspections of the play area (including initial inspection – to be completed with 4 weeks of contract commencement. Such inspections shall include a written statement from the Inspector confirming the safety of the play equipment.	2	Nr	65.00	130.00	
To collection						£2,682.00p	

SECTION 4.0 - SCHEDULE OF MAINTENANCE WORKS

Item	Spec Clause	Description	Qty	Unit	Rate	Total £	p
PR5 - Cottam Local Centre, Preston			2009 to 2010				
	Q35	MAINTENANCE					
a		<u>Cleansing (includes 5m outside play area)</u> Inspect and cleanse the site twice weekly ensuring all areas are free of rubbish as per specification. Graffiti removal should be included within this rate. (Also includes for removing dog mess)	104	Nr	8.00	832.00	
b		<u>Herbicide</u> Apply glyphosate as a CDA operation to all pavements and gutters as per specification whilst weeds are no higher than 50mm. Wet pour surfacing to be kept moss free, by brushing and herbicide treatment.	4	Nr	10.00	40.00	
	Q35	Play Area Maintenance					
d		<u>Routine Play Inspection (Twice weekly)</u> Inspect play areas as per spec, notify the SO immediately if any damage or vandalism has occurred, check that dogs are not getting onto/fouling the Play Area and ensure all gates are operating correctly. (52 wks x 2)	104	Nr	10.00	1,040.00	
e		<u>Routine Play Inspection Report (weekly)</u> Provide a written report using forms found in Appendix B and provide between 2 and 6 photographs for each site	52	Nr	10.00	520.00	
f		<u>Operational Inspection</u> Detailed inspection to check the operation and stability of the equipment and any wear. This should be done every 2 months or as indicated by the manufacturer's instructions. Check self-closing gates. Include for providing SO with a written report (12 months/2)	6	Nr	20.00	120.00	
g		<u>Annual ROSPA Inspections</u> Instruct, request and accommodate annual ROSPA inspections of the play area (including initial inspection - to be completed with 4 weeks of contract commencement. Such inspections shall include a written statement from the Inspector confirming the safety of the play equipment.	1	Nr	65.00	65.00	
To collection						£2,617.00p	

SECTION 4.0 - SCHEDULE OF MAINTENANCE WORKS

Item	Spec Clause	Description	Qty	Unit	Rate	Total £	p
PR6 – Dunnock Lane Play Area, Preston			2009 to 2010				
	Q35	MAINTENANCE					
a		<u>Cleansing (includes 5m outside play area)</u> Inspect and cleanse the site twice weekly ensuring all areas are free of rubbish as per specification. Graffiti removal should be included within this rate. (Also includes for removing dog mess)	104	Nr	8.00	832.00	
b		<u>Herbicide</u> Apply glyphosate as a CDA operation to all pavements and gutters as per specification whilst weeds are no higher than 50mm. Wet pour surfacing to be kept moss free, by brushing and herbicide treatment.	4	Nr	10.00	40.00	
	Q35	Play Area Maintenance					
d		<u>Routine Play Inspection (Twice weekly)</u> Inspect play areas as per spec, notify the SO immediately if any damage or vandalism has occurred, check that dogs are not getting onto/fouling the Play Area and ensure all gates are operating correctly. (52 wks x 2)	104	Nr	10.00	1,040.00	
e		<u>Routine Play Inspection Report (weekly)</u> Provide a written report using forms found in Appendix B and provide between 2 and 6 photographs for each site	52	Nr	10.00	520.00	
f		<u>Operational Inspection</u> Detailed inspection to check the operation and stability of the equipment and any wear. This should be done every 2 months or as indicated by the manufacturer's instructions Check self-closing gates. Include for providing SO with a written report (12 months/2)	6	Nr	20.00	120.00	
g		<u>Annual ROSPA Inspections</u> Instruct, request and accommodate annual ROSPA inspections of the play area (including initial inspection – to be completed with 4 weeks of contract commencement. Such inspections shall include a written statement from the Inspector confirming the safety of the play equipment.	1	Nr	65.00	65.00	
To collection						£2,617.00 p	

SECTION 4.0 - SCHEDULE OF MAINTENANCE WORKS

Item	Spec Clause	Description	Qty	Unit	Rate	Total £	p
PR7 – Williams Lane Play Area, Preston							
			2009 to 2010				
	Q35	<u>MAINTENANCE</u>					
a		<u>Cleansing (includes 5m outside play area)</u> Inspect and cleanse the site twice weekly ensuring all areas are free of rubbish as per specification. Graffiti removal should be included within this rate. (Also includes for removing dog mess)	104	Nr	8.00	832.00	
b		<u>Herbicide</u> Apply glyphosate as a CDA operation to all pavements and gutters as per specification whilst weeds are no higher than 50mm. Wet pour surfacing to be kept moss free, by brushing and herbicide treatment.	4	Nr	10.00	40.00	
	Q35	<u>Play Area Maintenance</u>					
d		<u>Routine Play Inspection (Twice weekly)</u> Inspect play areas as per spec, notify the SO immediately if any damage or vandalism has occurred, check that dogs are not getting onto/fouling the Play Area and ensure all gates are operating correctly. (52 wks x 2)	104	Nr	10.00	1,040.00	
e		<u>Routine Play Inspection Report (weekly)</u> Provide a written report using forms found in Appendix B and provide between 2 and 6 photographs for each site	52	Nr	10.00	520.00	
f		<u>Operational Inspection</u> Detailed inspection to check the operation and stability of the equipment and any wear. This should be done every 2 months or as indicated by the manufacturer's instructions Check self-closing gates. Include for providing SO with a written report (12 months/2)	6	Nr	20.00	120.00	
g		<u>Annual ROSPA Inspections</u> Instruct, request and accommodate annual ROSPA inspections of the play area (including initial inspection – to be completed with 4 weeks of contract commencement. Such inspections shall include a written statement from the inspector confirming the safety of the play equipment.	1	Nr	65.00	65.00	
To collection						£2,617.00	p

SECTION 4.0 - SCHEDULE OF MAINTENANCE WORKS

Item	Spec Clause	Description	Qty	Unit	Rate	Total £	p
PR8 – Savick Brook Valley Play Area, Preston 2009 to 2010							
	Q35	<u>MAINTENANCE</u>					
a		<u>Cleansing (includes 5m outside play area)</u> Inspect and cleanse the site twice weekly ensuring all areas are free of rubbish as per specification. Graffiti removal should be included within this rate. (Also includes for removing dog mess)	104	Nr	8.00	832.00	
b		<u>Herbicide</u> Apply glyphosate as a CDA operation to all pavements and gutters as per specification whilst weeds are no higher than 50mm. Wet pour surfacing to be kept moss free, by brushing and herbicide treatment.	4	Nr	10.00	40.00	
	Q35	<u>Play Area Maintenance</u>					
d		<u>Routine Play Inspection (Twice weekly)</u> Inspect play areas as per spec, notify the SO immediately if any damage or vandalism has occurred, check that dogs are not getting onto/fouling the Play Area and ensure all gates are operating correctly. (52 wks x 2)	104	Nr	10.00	1,040.00	
e		<u>Routine Play Inspection Report (weekly)</u> Provide a written report using forms found in Appendix B and provide between 2 and 6 photographs for each site	104	Nr	10.00	1,040.00	
f		<u>Operational Inspection</u> Detailed inspection to check the operation and stability of the equipment and any wear. This should be done every 2 months or as indicated by the manufacturer's instructions Check self-closing gates. Include for providing SO with a written report (12 months/2)	6	Nr	20.00	120.00	
g		<u>Annual ROSPA Inspections</u> Instruct, request and accommodate annual ROSPA inspections of the play area (including initial inspection – to be completed with 4 weeks of contract commencement. Such inspections shall include a written statement from the Inspector confirming the safety of the play equipment.	1	Nr	65.00	65.00	
To collection						£3,137.00	p

SECTION 4.0 - SCHEDULE OF MAINTENANCE WORKS

Item	Spec Clause	Description	Qty	Unit	Rate	Total £	p
		PR9 – Longsands Site 20 Open Space Play Area, Preston			2009 to	2010	
	Q35	<u>MAINTENANCE</u>					
a		<u>Cleansing (includes 5m outside play area)</u> Inspect and cleanse the site twice weekly ensuring all areas are free of rubbish as per specification. Graffiti removal should be included within this rate. (Also includes for removing dog mess)	104	Nr	8.00	832.00	
b		<u>Herbicide</u> Apply glyphosate as a CDA operation to all pavements and gutters as per specification whilst weeds are no higher than 50mm. Wet pour surfacing to be kept moss free, by brushing and herbicide treatment.	4	Nr	10.00	40.00	
	Q35	<u>Play Area Maintenance</u>					
a		<u>Routine Play Inspection (Twice weekly)</u> Inspect play areas as per spec, notify the SO immediately if any damage or vandalism has occurred, check that dogs are not getting onto/fouling the Play Area and ensure all gates are operating correctly. (52 wks x 2)	104	Nr	10.00	1,040.00	
b		<u>Routine Play Inspection Report (weekly)</u> Provide a written report using forms found in Appendix B and provide between 2 and 6 photographs for each site	52	Nr	10.00	520.00	
c		<u>Operational Inspection</u> Detailed inspection to check the operation and stability of the equipment and any wear. This should be done every 2 months or as indicated by the manufacturer's instructions Check self-closing gates. Include for providing SO with a written report (12 months/2)	6	Nr	20.00	120.00	
d		<u>Annual ROSPA Inspections</u> Instruct, request and accommodate annual ROSPA inspections of the play area (including initial inspection – to be completed with 4 weeks of contract commencement. Such inspections shall include a written statement from the Inspector confirming the safety of the play equipment.	1	Nr	65.00	65.00	
To collection						£2,617.00 p	

SECTION 4.0 - SCHEDULE OF MAINTENANCE WORKS

Item	Spec Clause	Description	Qty	Unit	Rate	Total £	p
PR1 – The Gables Play Area, Preston			2010 to 2011				
	Q35	MAINTENANCE					
a		<u>Cleansing (includes 5m outside play area)</u> Inspect and cleanse the site twice weekly ensuring all areas are free of rubbish as per specification. Graffiti removal should be included within this rate. (Also includes for removing dog mess)	104	Nr	8.00	832.00	
b		<u>Herbicide</u> Apply glyphosate as a CDA operation to all pavements and gutters as per specification whilst weeds are no higher than 50mm. Wet pour surfacing to be kept moss free, by brushing and herbicide treatment.	4	Nr	10.00	40.00	
	Q35	Play Area Maintenance					
d		<u>Routine Play Inspection (Twice weekly)</u> Inspect play areas as per spec, notify the SO immediately if any damage or vandalism has occurred, check that dogs are not getting onto/fouling the Play Area and ensure all gates are operating correctly. (52 wks x 2)	104	Nr	10.00	1,040.00	
e		<u>Routine Play Inspection Report (weekly)</u> Provide a written report using forms found in Appendix B and provide between 2 and 6 photographs for each site	52	Nr	10.00	520.00	
f		<u>Operational Inspection</u> Detailed inspection to check the operation and stability of the equipment and any wear. This should be done every 2 months or as indicated by the manufacturer's instructions. Check self-closing gates. Include for providing SO with a written report (12 months/2)	6	Nr	20.00	120.00	
g		<u>Annual ROSPA Inspections</u> Instruct, request and accommodate annual ROSPA inspections of the play area (including initial inspection – to be completed with 4 weeks of contract commencement. Such inspections shall include a written statement from the Inspector confirming the safety of the play equipment.	1	Nr	65.00	65.00	
To collection						£2,617.00p	

SECTION 4.0 - SCHEDULE OF MAINTENANCE WORKS

Item	Spec Clause	Description	Qty	Unit	Rate	Total £	p
PR2 – The Evergreens Play Area, Preston							
			2010 to 2011				
	Q35	<u>MAINTENANCE</u>					
a		<u>Cleansing (includes 5m outside play area)</u> Inspect and cleanse the site twice weekly ensuring all areas are free of rubbish as per specification. Graffiti removal should be included within this rate. (Also includes for removing dog mess)	104	Nr	8.00	832.00	
b		<u>Herbicide</u> Apply glyphosate as a CDA operation to all pavements and gutters as per specification whilst weeds are no higher than 50mm. Wet pour surfacing to be kept moss free, by brushing and herbicide treatment.	4	Nr	10.00	40.00	
	Q35	<u>Play Area Maintenance</u>					
d		<u>Routine Play Inspection (Twice weekly)</u> Inspect play areas as per spec, notify the SO immediately if any damage or vandalism has occurred, check that dogs are not getting onto/fouling the Play Area and ensure all gates are operating correctly. (52 wks x 2)	104	Nr	10.00	1,040.00	
e		<u>Routine Play Inspection Report (weekly)</u> Provide a written report using forms found in Appendix B and provide between 2 and 6 photographs for each site	52	Nr	10.00	520.00	
f		<u>Operational Inspection</u> Detailed inspection to check the operation and stability of the equipment and any wear. This should be done every 2 months or as indicated by the manufacturer's instructions Check self-closing gates. Include for providing SO with a written report (12 months/2)	6	Nr	20.00	120.00	
g		<u>Annual ROSPA Inspections</u> Instruct, request and accommodate annual ROSPA inspections of the play area (including initial inspection – to be completed with 4 weeks of contract commencement. Such inspections shall include a written statement from the Inspector confirming the safety of the play equipment.	1	Nr	65.00	65.00	
To collection						£2,617.00p	

SECTION 4.0 - SCHEDULE OF MAINTENANCE WORKS

Item	Spec Clause	Description	Qty	Unit	Rate	Total £	p
PR3 – Roseberry Avenue Play Area, Preston			2010 to 2011				
	Q35	<u>MAINTENANCE</u>					
a		<u>Cleansing (includes 5m outside play area)</u> Inspect and cleanse the site twice weekly ensuring all areas are free of rubbish as per specification. Graffiti removal should be included within this rate. (Also includes for removing dog mess)	104	Nr	8.00	832.00	
b		<u>Herbicide</u> Apply glyphosate as a CDA operation to all pavements and gutters as per specification whilst weeds are no higher than 50mm. Wet pour surfacing to be kept moss free, by brushing and herbicide treatment.	4	Nr	10.00	40.00	
	Q35	<u>Play Area Maintenance</u>					
d		<u>Routine Play Inspection (Twice weekly)</u> Inspect play areas as per spec, notify the SO immediately if any damage or vandalism has occurred, check that dogs are not getting onto/fouling the Play Area and ensure all gates are operating correctly. (52 wks x 2)	104	Nr	10.00	1,040.00	
e		<u>Routine Play Inspection Report (weekly)</u> Provide a written report using forms found in Appendix B and provide between 2 and 6 photographs for each site	52	Nr	10.00	520.00	
f		<u>Operational Inspection</u> Detailed inspection to check the operation and stability of the equipment and any wear. This should be done every 2 months or as indicated by the manufacturer's instructions Check self-closing gates. Include for providing SO with a written report (12 months/2)	6	Nr	20.00	120.00	
g		<u>Annual ROSPA Inspections</u> Instruct, request and accommodate annual ROSPA inspections of the play area (including initial inspection – to be completed with 4 weeks of contract commencement. Such inspections shall include a written statement from the Inspector confirming the safety of the play equipment.	1	Nr	65.00	65.00	
To collection						£2,617.00	p

SECTION 4.0 - SCHEDULE OF MAINTENANCE WORKS

Item	Spec Clause	Description	Qty	Unit	Rate	Total £	p
PR4 - Village Green Play Area, Preston			2010 to 2011				
	Q35	MAINTENANCE					
a		<u>Cleansing (includes 5m outside play area)</u> Inspect and cleanse the site twice weekly ensuring all areas are free of rubbish as per specification. Graffiti removal should be included within this rate. (Also includes for removing dog mess)	104	Nr	8.00	832.00	
b		<u>Herbicide</u> Apply glyphosate as a CDA operation to all pavements and gutters as per specification whilst weeds are no higher than 50mm. Wet pour surfacing to be kept moss free, by brushing and herbicide treatment.	4	Nr	10.00	40.00	
	Q35	Play Area Maintenance					
d		<u>Routine Play Inspection (Twice weekly)</u> Inspect play areas as per spec, notify the SO immediately if any damage or vandalism has occurred, check that dogs are not getting onto/fouling the Play Area and ensure all gates are operating correctly. (52 wks x 2)	104	Nr	10.00	1,040.00	
e		<u>Routine Play Inspection Report (weekly)</u> Provide a written report using forms found in Appendix B and provide between 2 and 6 photographs for each site	52	Nr	10.00	520.00	
f		<u>Operational Inspection</u> Detailed inspection to check the operation and stability of the equipment and any wear. This should be done every 2 months or as indicated by the manufacturer's instructions. Check self-closing gates. Include for providing SO with a written report (12 months/2)	6	Nr	20.00	120.00	
g		<u>Annual ROSPA Inspections</u> Instruct, request and accommodate annual ROSPA inspections of the play area (including initial inspection - to be completed with 4 weeks of contract commencement. Such inspections shall include a written statement from the Inspector confirming the safety of the play equipment.	2	Nr	65.00	130.00	
To collection						£2,682.00p	

SECTION 4.0 - SCHEDULE OF MAINTENANCE WORKS

Item	Spec Clause	Description	Qty	Unit	Rate	Total £	p
PR5 - Cottam Local Centre, Preston			2010 to 2011				
	Q35	MAINTENANCE					
a		<u>Cleansing (includes 5m outside play area)</u> Inspect and cleanse the site twice weekly ensuring all areas are free of rubbish as per specification. Graffiti removal should be included within this rate. (Also includes for removing dog mess)	104	Nr	8.00	832.00	
b		<u>Herbicide</u> Apply glyphosate as a CDA operation to all pavements and gutters as per specification whilst weeds are no higher than 50mm. Wet pour surfacing to be kept moss free, by brushing and herbicide treatment.	4	Nr	10.00	40.00	
	Q35	Play Area Maintenance					
d		<u>Routine Play Inspection (Twice weekly)</u> Inspect play areas as per spec, notify the SO immediately if any damage or vandalism has occurred, check that dogs are not getting onto/fouling the Play Area and ensure all gates are operating correctly. (52 wks x 2)	104	Nr	10.00	1,040.00	
e		<u>Routine Play Inspection Report (weekly)</u> Provide a written report using forms found in Appendix B and provide between 2 and 6 photographs for each site	52	Nr	10.00	520.00	
f		<u>Operational Inspection</u> Detailed inspection to check the operation and stability of the equipment and any wear. This should be done every 2 months or as indicated by the manufacturer's instructions Check self-closing gates. Include for providing SO with a written report (12 months/2)	6	Nr	20.00	120.00	
g		<u>Annual ROSPA Inspections</u> Instruct, request and accommodate annual ROSPA inspections of the play area (including initial inspection – to be completed with 4 weeks of contract commencement. Such inspections shall include a written statement from the Inspector confirming the safety of the play equipment.	1	Nr	65.00	65.00	
To collection						£2,617.00p	

SECTION 4.0 - SCHEDULE OF MAINTENANCE WORKS

Item	Spec Clause	Description	Qty	Unit	Rate	Total £	p
PR6 - Dunnock Lane Play Area, Preston							
2010 to 2011							
	Q35	<u>MAINTENANCE</u>					
a		<u>Cleansing (includes 5m outside play area)</u> Inspect and cleanse the site twice weekly ensuring all areas are free of rubbish as per specification. Graffiti removal should be included within this rate. (Also includes for removing dog mess)	104	Nr	8.00	832.00	
b		<u>Herbicide</u> Apply glyphosate as a CDA operation to all pavements and gutters as per specification whilst weeds are no higher than 50mm. Wet pour surfacing to be kept moss free, by brushing and herbicide treatment.	4	Nr	10.00	40.00	
	Q35	<u>Play Area Maintenance</u>					
d		<u>Routine Play Inspection</u> (Twice weekly) Inspect play areas as per spec, notify the SO immediately if any damage or vandalism has occurred, check that dogs are not getting onto/fouling the Play Area and ensure all gates are operating correctly. (52 wks x 2)	104	Nr	10.00	1,040.00	
e		<u>Routine Play Inspection Report</u> (weekly) Provide a written report using forms found in Appendix B and provide between 2 and 6 photographs for each site	52	Nr	10.00	520.00	
f		<u>Operational Inspection</u> Detailed inspection to check the operation and stability of the equipment and any wear. This should be done every 2 months or as indicated by the manufacturer's instructions. Check self-closing gates. Include for providing SO with a written report (12 months/2)	6	Nr	20.00	120.00	
g		<u>Annual ROSPA Inspections</u> Instruct, request and accommodate annual ROSPA inspections of the play area (including initial inspection - to be completed with 4 weeks of contract commencement. Such inspections shall include a written statement from the Inspector confirming the safety of the play equipment.	1	Nr	65.00	65.00	
To collection						£2,617.00	p

SECTION 4.0 - SCHEDULE OF MAINTENANCE WORKS

Item	Spec Clause	Description	Qty	Unit	Rate	Total £	p
PR7 – Williams Lane Play Area, Preston			2010 to 2011				
	Q35	MAINTENANCE					
a		<u>Cleansing (includes 5m outside play area)</u> Inspect and cleanse the site twice weekly ensuring all areas are free of rubbish as per specification. Graffiti removal should be included within this rate. (Also includes for removing dog mess)	104	Nr	8.00	832.00	
b		<u>Herbicide</u> Apply glyphosate as a CDA operation to all pavements and gutters as per specification whilst weeds are no higher than 50mm. Wet pour surfacing to be kept moss free, by brushing and herbicide treatment.	4	Nr	10.00	40.00	
	Q35	Play Area Maintenance					
d		<u>Routine Play Inspection (Twice weekly)</u> Inspect play areas as per spec, notify the SO immediately if any damage or vandalism has occurred, check that dogs are not getting onto/fouling the Play Area and ensure all gates are operating correctly. (52 wks x 2)	104	Nr	10.00	1,040.00	
e		<u>Routine Play Inspection Report (weekly)</u> Provide a written report using forms found in Appendix B and provide between 2 and 6 photographs for each site	52	Nr	10.00	520.00	
f		<u>Operational Inspection</u> Detailed inspection to check the operation and stability of the equipment and any wear. This should be done every 2 months or as indicated by the manufacturer's instructions Check self-closing gates. Include for providing SO with a written report (12 months/2)	6	Nr	20.00	120.00	
g		<u>Annual ROSPA Inspections</u> Instruct, request and accommodate annual ROSPA inspections of the play area (including initial inspection – to be completed with 4 weeks of contract commencement. Such inspections shall include a written statement from the Inspector confirming the safety of the play equipment.	1	Nr	65.00	65.00	
To collection						£2,617.00p	

SECTION 4.0 - SCHEDULE OF MAINTENANCE WORKS

Item	Spec Clause	Description	Qty	Unit	Rate	Total £	p
PR8 – Savick Brook Valley Play Area, Preston 2010 to 2011							
	Q35	MAINTENANCE					
a		<u>Cleansing (includes 5m outside play area)</u> Inspect and cleanse the site twice weekly ensuring all areas are free of rubbish as per specification. Graffiti removal should be included within this rate. (Also includes for removing dog mess)	104	Nr	8.00	832.00	
b		<u>Herbicide</u> Apply glyphosate as a CDA operation to all pavements and gutters as per specification whilst weeds are no higher than 50mm. Wet pour surfacing to be kept moss free, by brushing and herbicide treatment.	4	Nr	10.00	40.00	
	Q35	Play Area Maintenance					
d		<u>Routine Play Inspection (Twice weekly)</u> Inspect play areas as per spec, notify the SO immediately if any damage or vandalism has occurred, check that dogs are not getting onto/fouling the Play Area and ensure all gates are operating correctly. (52 wks x 2)	104	Nr	10.00	1,040.00	
e		<u>Routine Play Inspection Report (weekly)</u> Provide a written report using forms found in Appendix B and provide between 2 and 6 photographs for each site	104	Nr	10.00	1,040.00	
f		<u>Operational Inspection</u> Detailed inspection to check the operation and stability of the equipment and any wear. This should be done every 2 months or as indicated by the manufacturer's instructions Check self-closing gates. Include for providing SO with a written report (12 months/2)	6	Nr	20.00	120.00	
g		<u>Annual ROSPA Inspections</u> Instruct, request and accommodate annual ROSPA inspections of the play area (including initial inspection – to be completed with 4 weeks of contract commencement. Such inspections shall include a written statement from the Inspector confirming the safety of the play equipment.	1	Nr	65.00	65.00	
To collection						£3,137.00p	

SECTION 4.0 - SCHEDULE OF MAINTENANCE WORKS

Item	Spec Clause	Description	Qty	Unit	Rate	Total £	p
PR9 – Longsands Site 20 Open Space Play Area, Preston					2010 to	2011	
	Q35	<u>MAINTENANCE</u>					
a		<u>Cleansing (includes 5m outside play area)</u> Inspect and cleanse the site twice weekly ensuring all areas are free of rubbish as per specification. Graffiti removal should be included within this rate. (Also includes for removing dog mess)	104	Nr	8.00	832.00	
b		<u>Herbicide</u> Apply glyphosate as a CDA operation to all pavements and gutters as per specification whilst weeds are no higher than 50mm. Wet pour surfacing to be kept moss free, by brushing and herbicide treatment.	4	Nr	10.00	40.00	
	Q35	<u>Play Area Maintenance</u>					
a		<u>Routine Play Inspection (Twice weekly)</u> Inspect play areas as per spec, notify the SO immediately if any damage or vandalism has occurred, check that dogs are not getting onto/fouling the Play Area and ensure all gates are operating correctly. (52 wks x 2)	104	Nr	10.00	1,040.00	
b		<u>Routine Play Inspection Report (weekly)</u> Provide a written report using forms found in Appendix B and provide between 2 and 6 photographs for each site	52	Nr	10.00	520.00	
c		<u>Operational Inspection</u> Detailed inspection to check the operation and stability of the equipment and any wear. This should be done every 2 months or as indicated by the manufacturer's instructions Check self-closing gates. Include for providing SO with a written report (12 months/2)	6	Nr	20.00	120.00	
d		<u>Annual ROSPA Inspections</u> Instruct, request and accommodate annual ROSPA inspections of the play area (including initial inspection – to be completed with 4 weeks of contract commencement. Such inspections shall include a written statement from the Inspector confirming the safety of the play equipment.	1	Nr	65.00	65.00	
To collection						£2,617.00p	

SECTION 4.0 - SCHEDULE OF MAINTENANCE WORKS

COLLECTION PAGE

Page	Page sub-total
4/1	£ 2,617 p 00
4/2	£ 2,617 p 00
4/3	£ 2,617 p 00
4/4	£ 2,682 p 00
4/5	£ 2,617 p 00
4/6	£ 2,617 p 00
4/7	£ 2,617 p 00
4/8	£ 3,137 p 00
4/9	£ 2,617 p 00*
4/10	£ 2,617 p 00
4/11	£ 2,617 p 00
4/12	£ 2,617 p 00
4/13	£ 2,682 p 00
4/14	£ 2,617 p 00
4/15	£ 2,617 p 00
4/16	£ 2,617 p 00

SECTION 4.0 - SCHEDULE OF MAINTENANCE WORKS

4/17 _____ £ 3,137 p00

4/18 _____ £ 2,617 p00

Schedule of Maintenance £ 48,276 p00
carried forward to Final Summary _____

SECTION 5

SCHEDULE OF ADDITIONAL WORKS

SECTION 5
Schedule of Additional Items

Unless otherwise stated, the items listed in this schedule include for supply, installation, fixing, repairing, removal of arisings and all labour, overheads and profit

SECTION 5.0 - SCHEDULE OF ADDITIONAL WORKS

Item	Spec Clause	Description	Qty	Unit	Rate	Total £	p
EMERGENCY REPAIRS							
a		General security Items Supply and maintain 1.8m Herras Security Fencing around play area or play equipment for a duration of no more than 4 weeks allow for removal at end of works. This must be done within 24 hours of an instruction by the SO	140	m	1.50	210.00	
b	Q26	Safety Surfacing repairs Repair hole in wearing course (size not exceeding 0.5m sq.) of wet pour wet pour assuming EPDM layer is max 20mm thick. The contractor is required to complete the repair within 48 hours of an instruction by the SO. Repair kits for the standard 12 colours can be obtained from DCM (01204) 363777	30	No.	100.00	3,000.00	
STANDARD REPAIRS							
c	Q26	Safety Surfacing repairs Repair hole in wearing course (size exceeding 0.5m sq.) of wet pour wet pour assuming EPDM layer is max 20mm thick	20	m2	60.00	1,200.00	
d		Repair hole in base course of wet pour wet pour assuming SBR layer is max 100mm thick	20	m2	40.00	800.00	
e		Supply and install full wet pour construction based on drawing NL/STD/055A (Does not include excavation)	200	m2	50.00	10,000.00	
Hard surfacing repairs (Does not include excavation)							
f		Tarmac Paving as per drawing NL/STD/023	50	m2	20.00	1,000.00	
g		Supply and install PCC pin kerb edgings as per drawing NL/STD/023;	50	m	15.00	750.00	
j		Flexible Pavers Pedestrian (Concrete) as per Drawing NL/STD/030; areas 25m2 to 50m2	75	m2	20.00	1,500.00	
h		Tegula paving as per Drawing NL/STD/052;	75	m2	20.00	1,500.00	
i		Tegula kerb edging as per Drawing NL/STD/052	50	m	20.00	1,000.00	
j		Paint fencing panel indicated in drawing NL/STD/083 - painted with matt black 'Hammerite' to manufacturers specification.	50	No.	10.00	500.00	
To collection						£21,460.00	

SECTION 5.0 - SCHEDULE OF ADDITIONAL WORKS

COLLECTION PAGE

Page

Page sub-total

5/1

£21,460 p00

Schedule of Maintenance £21,460 p00
carried forward to Final Summary

SECTION 6

DAYWORKS AND CONTINGENCIES

SECTION 6.0
PROVISIONAL SUMS AND CONTINGENCIES

SECTION 6.0 – PROVISIONAL SUMS AND CONTINGENCIES

Item	Spec Clause	Description	Qty	Unit	Rate	Total £ p
a		<p>CONTINGENCIES Provide the following sums to be expended in whole or in part by the Landscape Architect.</p> <p>Contingencies in the sum of £10,000.00 for repairs during the course of the contract</p>			£10,000.00	Do not include as already included in Final Summary
To Collection						N/A

SECTION 6.0 – PROVISIONAL SUMS AND CONTINGENCIES

Item	Spec Clause	Description	Qty	Unit	Rate	Total	
						£	p
a		GENERALLY Dayworks will be used as the basis for valuing instructions at the discretion of the CA and only where the item cannot be valued by measurement					
b		All dayworks must be agreed with the CA prior to work commencing, and the starting date and time agreed 48 hours prior to commencing					
c		All dayworks must be signed by the CA at the end of the week when work was carried out on dayworks, or on the Monday of the following week.					
d		LABOUR The Contractor shall price rates per hour for the categories of labour stated. These rates shall include for all costs affecting labour including bonus payments, overheads and profits					
e		Payment will be made for the actual hours worked on site (excluding travel time) based on a maximum 8-hour day or part of a day except in December and January when a maximum 7.5 hour day will be worked, and the Contractor must allow his operatives a lunch break of 30 minutes minimum.					
f		Unless otherwise agreed with the CA the hours worked will be 0800 to 16.30 hours (0800 to 1600 hours in December and January).					
g		The maximum workers on site on dayworks will be four. Only one foreman's rate of pay will be allowed.					

SECTION 6.0 – PROVISIONAL SUMS AND CONTINGENCIES

h	<p>Prior to any dayworks commencing, the Contractor will issue to the CA a list of names and grade of operatives (Foreman, Gardener, Labourer) who will be working on the particular job. Any change in personnel and numbers must be given to the CA on the morning of the change.</p>				
J	<p>MATERIAL The Contractor is required to insert the percentage addition in the place provided, he requires for overheads and profit in addition to the cost price of materials used. The percentage is to be calculated and added in the total</p>				
K	<p>PLANT The Contractor shall price rates per hour as indicated, inclusive of all necessary costs, overheads, fuel, transport and profits</p>				
M	<p>Rates for plant shall include for the operator or driver</p>				
To Collection					

SECTION 6.0 – PROVISIONAL SUMS AND CONTINGENCIES

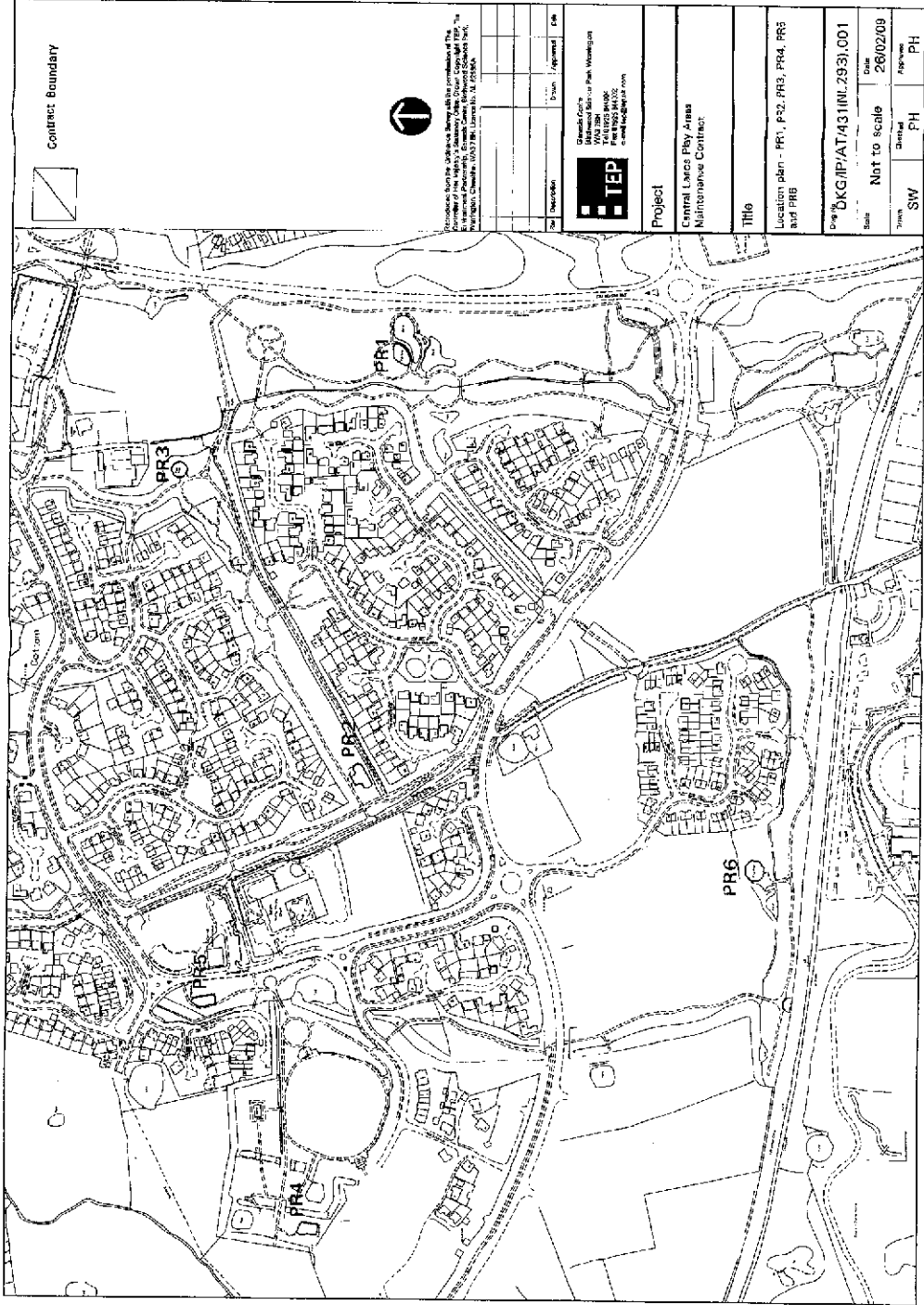
Item	Spec Clause	Description	Qty	Unit	Rate	Total
						£ p
a		<p>LABOUR ON DAYWORKS In the event of the Supervising Officer directing overtime to be worked on a daywork basis, the Employer shall reimburse the Contractor the net value of the difference between the wages payable for such overtime working and wages that would have accrued during the same period at ordinary rates (including the percentage addition given below). The Contractor is required to give his all-in rate for dayworks below. This all-in figure is deemed to include the percentage additions referred to hereinbefore. (Daywork Labour Rates all inclusive)</p>				
b		Foreman	8	Hours	22.00/hour	176.00
c		Labourer	8	Hours	12.00/hour	96.00
d		<p>Welder (Rate for welding on site include for labour and machinery)</p> <p>Plant The Contractor is required to provide all-in rates for the following plant (where applicable to include driver, delivery to site, fuel, insurances etc)</p>	8	Hours	22.00/hour	176.00
e		JCB with back hoe	8	Hours	22.00/hour	176.00
f		<p>Materials Include the provisional sum of £500.00 for materials expended on approved day works</p> <p>Add 30% for profit & overheads</p>	-	-	-	£500.00
						150.00
To Collection						1,274.00

SECTION 6.0 – PROVISIONAL SUMS AND CONTINGENCIES

COLLECTION PAGE

Page	Page sub-total
	£ p
6/1	N/A
6/2	NIL
6/3	NIL
6/4	1,274.00
6/5	

Provisional Sums and Contingencies £1,274 p00
carried forward to Final Summary



Contract Boundary



Approved by the Board of Directors of the City of Minneapolis, Minnesota, on 11/11/09. The City Engineer has approved this plan on 11/11/09. The City Engineer's Office is located at 221 Hennepin Avenue, Minneapolis, MN 55402. The City Engineer's Office is responsible for the review and approval of all plans submitted to the City of Minneapolis.

No.	Description	Drawn	Revised	Date

TEP
 The Engineering & Planning Group
 10000 Hennepin Avenue, Suite 100
 Minneapolis, MN 55412
 Phone: 612-835-4400
 Fax: 612-835-4401
 Email: tep@tepgroup.com

Project

Central Lakes Play Area
 Maintenance Contract

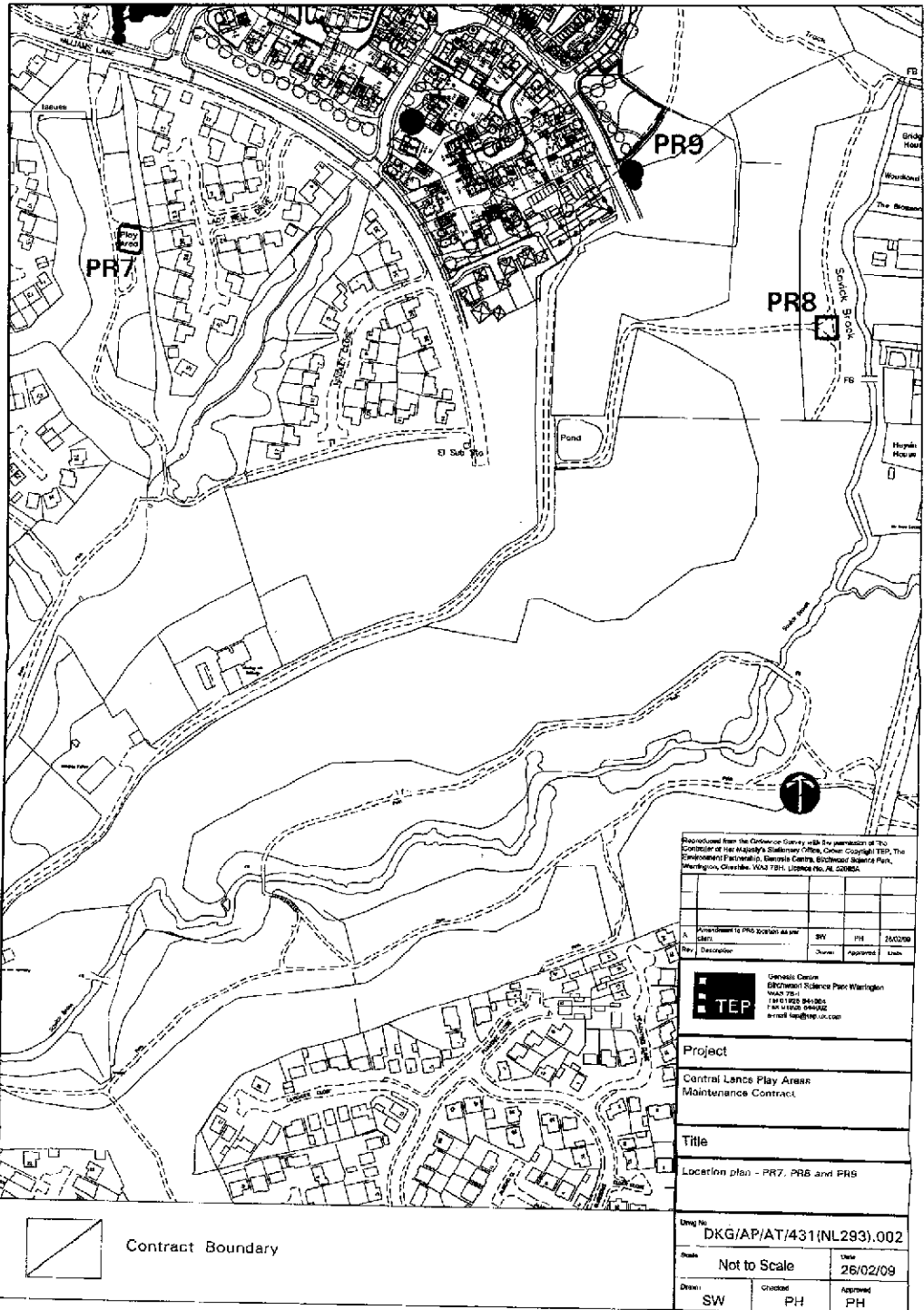
Title

Location plan - PR1, PR2, PR3, PR4, PR5
 and PR6

Drawn: JKG/JP/AT/431/ML/29331.001

Scale: Not to scale Date: 26/02/09

Drawn: SW Checked: PH Approved: PH



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Rev	Description	Rev	PH	SW	Date
A	Amendment to PR3 location as per plan	SW	PH		26/02/09

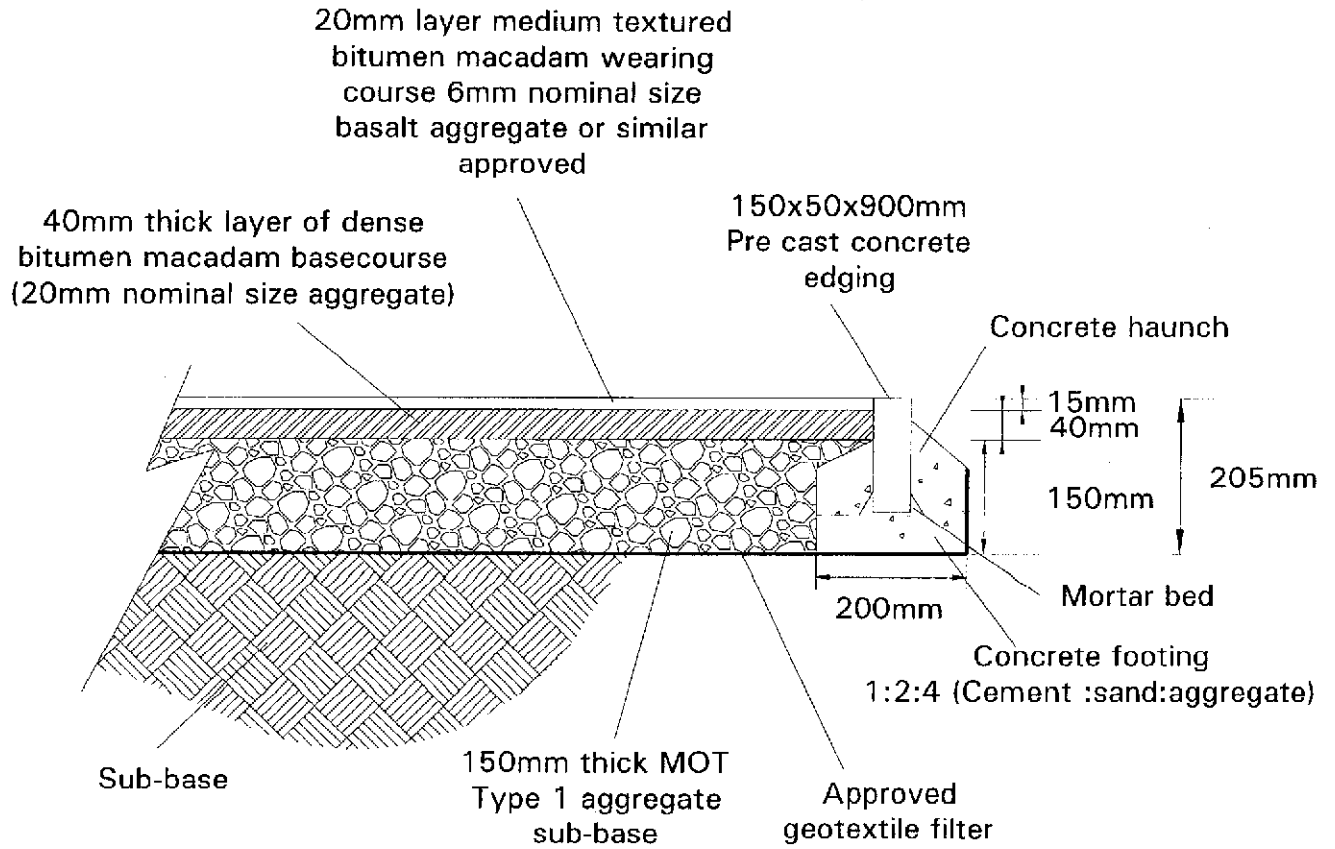
TEP
 Genesis Centre
 Boreland Science Park Warlington
 Dorset DT11 9JN
 Tel: 01328 841000
 Fax: 01328 841002
 Email: tep@tep.co.uk

Project
 Central Lants Play Areas
 Maintenance Contract

Title
 Location plan - PR7, PR8 and PR9

Using No. **DKG/AP/AT/431(NL293).002**
 Date: **Not to Scale** Date: **26/02/09**
 Drawn: **SW** Checked: **PH** Approved: **PH**

Section through paving
Scale 1:10



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Revision	Description	Amended by	Date

1. Materials and workmanship: To highways Agency Manual of contract documents to highway works, Volume 1: Specification for highway works including all Amendments current at 1st June 1999.
2. Materials and workmanship: To BS 4987
3. Levels of finished surface to be within +/-6mm of required levels
4. Regularity - where appropriate in relation to the geometry of the surface, the variation in gap under a 3m straightedge placed anywhere on the surface to be not more than +/- 2mm



Genesis Centre
Birchwood Science Park Warrington
WA3 7BH
Tel 01925 844004
Fax 01925 844002
e-mail tep@tep.uk.com

Project

STANDARD LANDSCAPE
DETAILS FOR HCA

Title

Bitumen macadam paving

Drwg No NL.STD.023

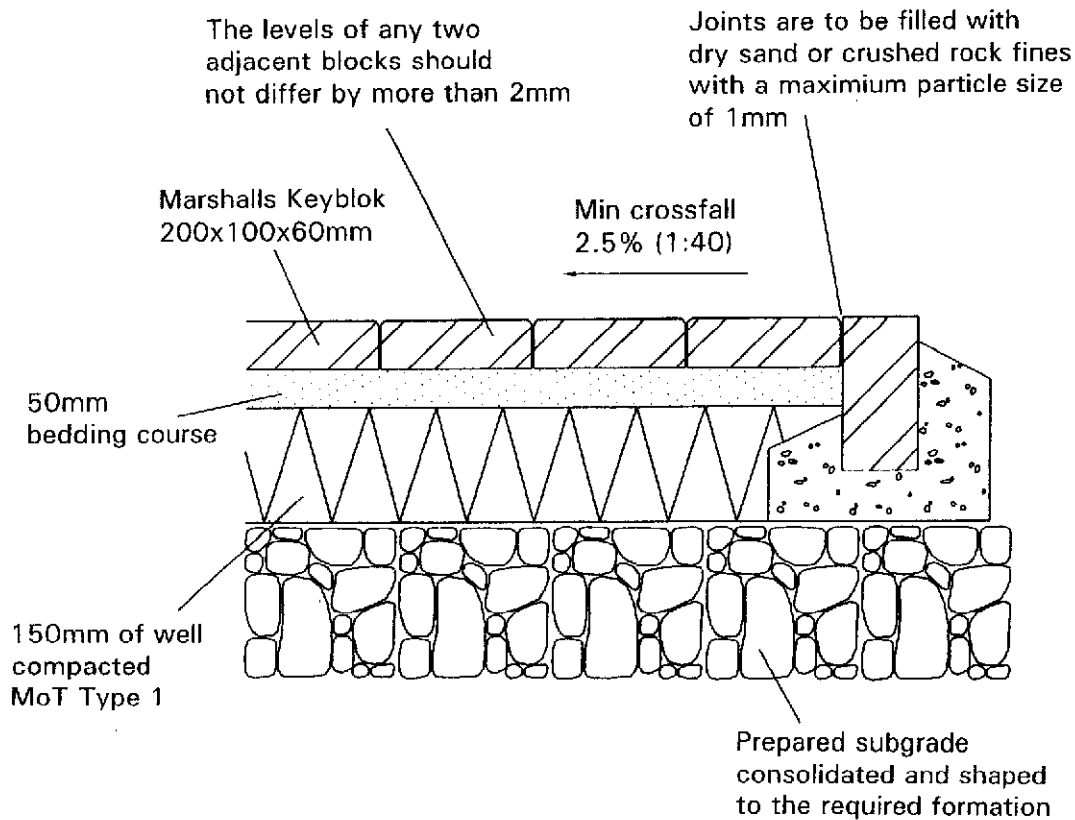
Scale 1:10

Drawn by GDA	Checked by RJL	Date 20/2/01
-----------------	-------------------	-----------------

Section through paving
Scale 1:10

Ref: 'Code of Practice for laying precast concrete block pavements (Cement and Concrete Association)

Ref: 'Code of Practice for laying flexible pavements in clay and calcium silicate pavers' (BDA)



NOTES

1. The bedding course should be of uniform thickness to ensure even compaction after the blocks are laid and construction completed.
2. The bedding course should be naturally occurring sand or crushed rock fines. It should be such that 90% passes through a 5mm sieve and may be washed or unwashed.
3. The bedding course material should be spread loose in a uniform layer and screed to the required thickness (65-70mm) to give a nominal 50mm layer after completion of the paving.
5. Full blocks are to be laid first, followed by closure blocks as the work proceeds.
6. Any cuttings should be by means of a bench mounted carborundum wheel or similar and approved.
7. No blocks less than one-third their full size will be accepted.
8. Compact the paving by means of a rubber-plated vibrating plate compactor with two or three passes over the entire paved area.
9. Brush fine sand or crushed rock fines into the joints and vibrate as previous, repeating as necessary to fill the joints.
10. Marshall 'Keyblock' to be supplied from Marshalls, Southowram, Halifax. HX3 9SY
Tel: 01422 306000

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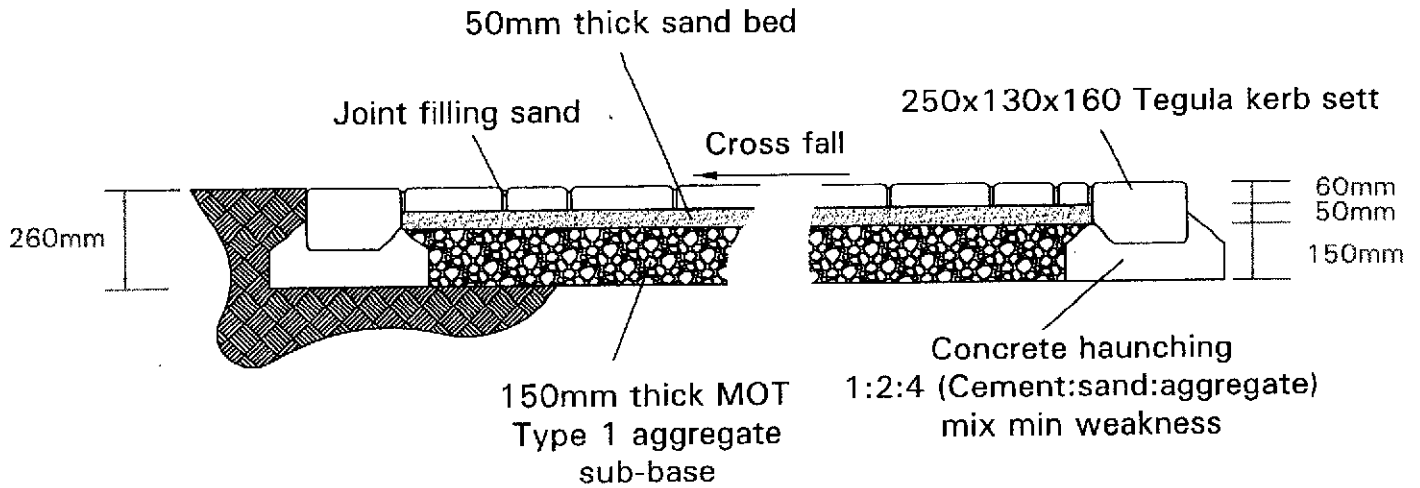
Revision	Description	Amended by	Date



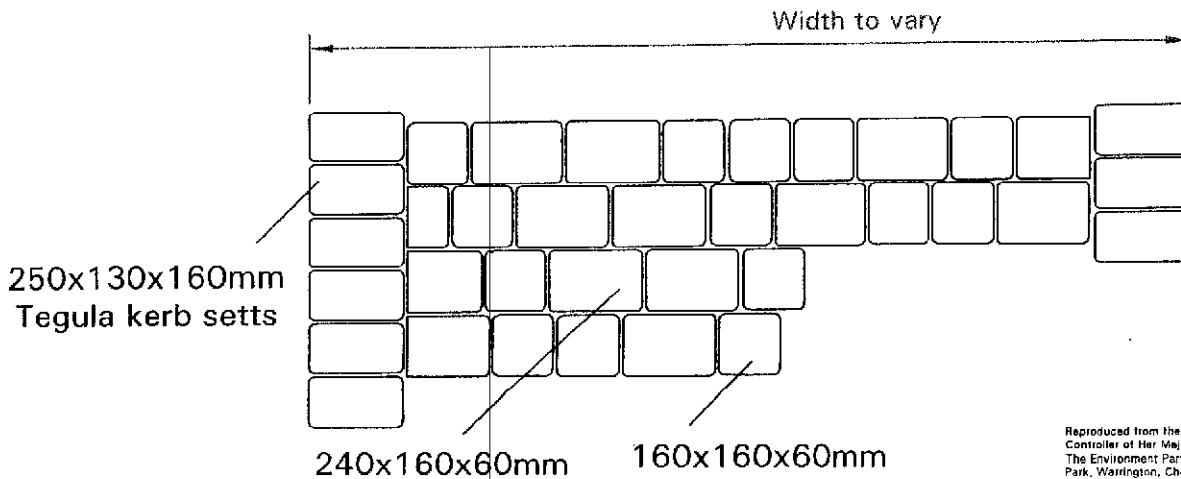
Genesis Centre
Birchwood Science Park Warrington
WA3 7BH
Tel 01925 844004
Fax 01925 844002
e-mail tep@tep.uk.com

Project		
STANDARD LANDSCAPE DETAILS FOR HCA		
Title		
Flexible block paving		
Dwg No NL.STD.030		
Scale 1:10		
Drawn by GDA	Checked by RJL	Date 20/2/01

Section through paving
Scale 1:20



Plan
Scale 1:20



NOTE:

Tegula setts to be laid in a random pattern.
Tegula kerb setts to be Red / Charcoal multi. All other units to be Harvest Buff.

Tegula paving to supplied from:
Marshalls
Southowram, Halifax HX3 9SY
Tel 01422 306000

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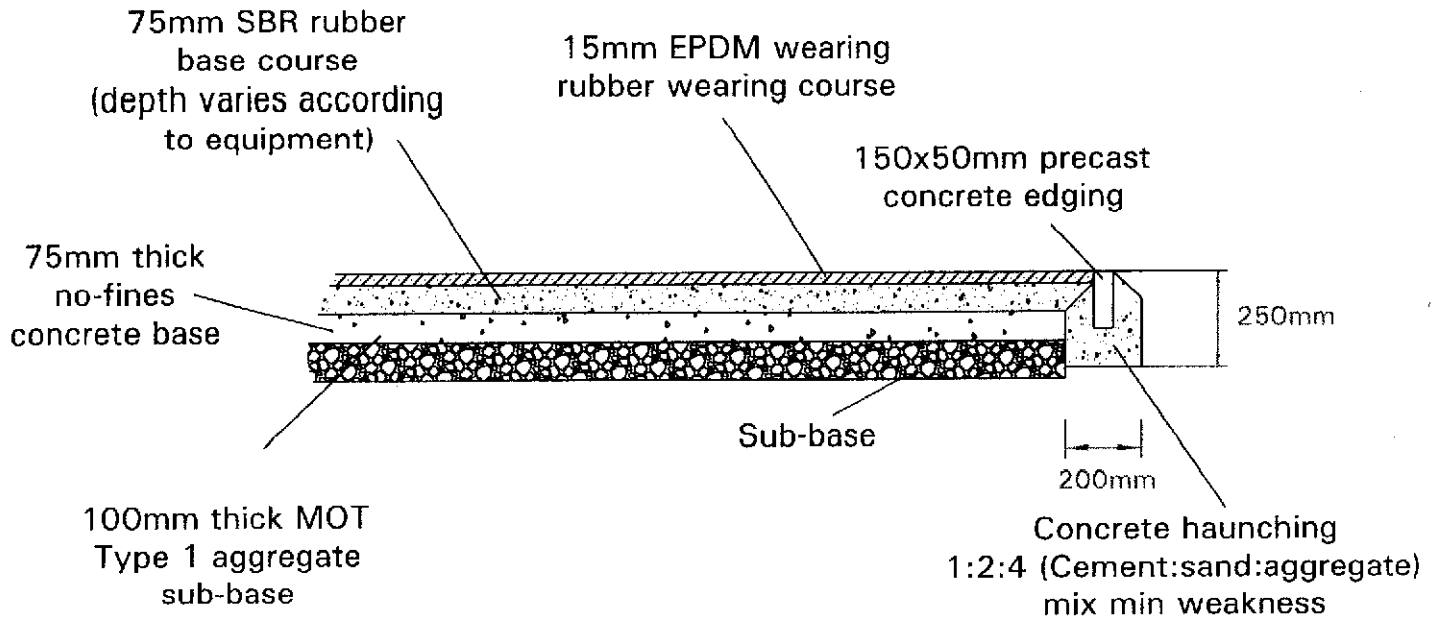
Revision	Description	Amended by	Date



Genesis Centre
Birchwood Science Park Warrington
WA3 7BH
Tel 01925 844004
Fax 01925 844002
e-mail tep@tep.uk.com

Project		
STANDARD LAHCA		
Title		
Tegula paving		
Drwg No NL.STD.052		
Scale 1:20		
Drawn by GDA	Checked by RJL	Date 20/2/01

Section through wet pour
Scale 1:20



Wet pour

All surfacing to be installed to British Standards BS 7188:1989 & BS EN 1177:1998

The contractor must supply samples of the colours to be used on site before the wet pour is laid.

Depth of the SBR rubber layer will vary according to the critical fall height of the play equipment

Concrete

No-fines concrete base should consist of 4 parts washed gravel/clean crushed rock:1 part cement. Fine aggregate is omitted leaving a cellular structure through which water can drain. After spreading, screeding and hand trowelling, the concrete should be compacted. After compaction, the concrete should be protected from rain damage or rapid drying. The concrete base should be installed at least 14 days before the wet pour is laid.

Expansion joints need to be provided at 5m intervals. The joints are to be filled with an approved proprietry mastic expansion sealant

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Revision	Description	Amended by	Date
A	Change in depth of EPDM	LZ	05/03/07



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Project

STANDARD LANDSCAPE
DETAILS FOR HCA

Title

Wet pour surfacing

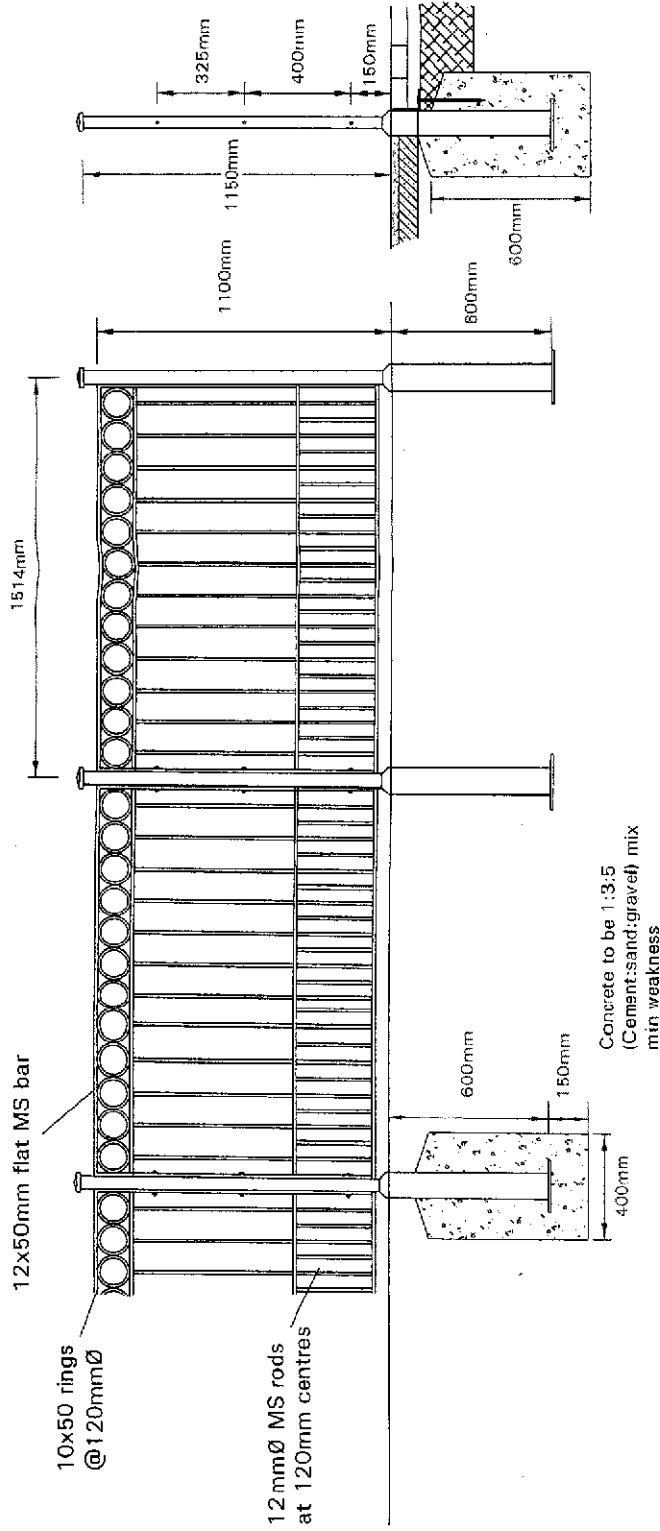
Drwg No NL.STD.055A

Scale 1:20

Drawn by	Checked by	Date
GDA	RJL	RJL

Elevation
Scale 1:20

Standard Post
Scale 1:20



Specification

The railings to be 12mm round galvanised MS welded to top and bottom of 15x40mm

The lower section of posts to be 100mm mild steel square with a 200sq. 15mm thick plate welded on to the base

Fence panels to be fixed to posts using M10 bolts. All bolts must be fixed using vandal resistant shear nuts

Finish: Black RAL 9005

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Revision	Description	Amended by	Date



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Project

STANDARD LANDSCAPE
DETAILS FOR HCA

Title

Example Railings

Drawn No NL.STD.083

Scale As shown

Drawn by CZ
Checked by GDA
Date 05/03/07

Lower post detail
Scale 1:5

