

**GROUNDS MAINTENANCE AND ESTATE SERVICES**

**SPECIFICATION OF WORKMANSHIP AND MATERIALS**

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**GENERAL**

## **M3NHF SCHEDULE: ESTATE SERVICES – SPECIFICATION – GENERAL**

### **GENERAL**

#### **Applicability**

- 001 This initial general section applies to all subsequent sections of this Specification (**"this Specification"**).
- 002 This Specification is drafted as a series of instructions that the Service Provider must ensure are complied with in relation to the Works. Each instruction includes all tasks necessary to comply fully with the instruction and the Rates as set out in the Price Framework.
- 003 The Rates include for carrying out all tasks required by this Specification. No further payment is due to the Service Provider in respect of any such tasks beyond the payments provided for in the Contract.
- 004 Sections within this Specification may be relevant to any Rates. The Service Provider must comply with all requirements of this Specification applicable to the specific type of Works to be undertaken.
- 005 References to Paragraphs and Sections in this Specification are to the applicable Paragraph and Section of this Specification.

#### **Standards of workmanship and Materials**

- 006 Carry out and complete all Works:
- in accordance with Good Industry Practice;
  - in accordance with the Client's Policies;
  - in accordance with any specific requirements for those Works in this Specification; and
  - to the satisfaction of the Client's Representative (acting reasonably).
- 007 To the extent that the standard of any Works has not been specified in the Contract, agree the relevant standard for the Works with the Client's Representative before their execution. Where particular Works or working methods are to be "approved by" "agreed with" or are indicated to be "subject to the approval of" the Client's Representative, give the Client's Representative adequate notice when such approval or agreement is needed and retain evidence of all approvals given and items that have been agreed by the Client's Representative.
- 008 To the extent that it is necessary to Design any aspect of the Works, in preparing those Designs use the reasonable skill and care to be expected of an experienced service provider that is skilled in undertaking works similar to the Works.
- 009 Maintain all existing lines and levels at all times and carry through new work to the same lines and levels unless otherwise instructed by the Client's Representative.

#### **European and British Standards & Codes of Practice**

- 010 Ensure all Works undertaken and all Materials used in the Works comply with the latest versions of all applicable European and British Standards and Codes of Practice that are current at the time of their use.
- 011 References in this Specification of Workmanship and Materials to any European and British Standard or Code of Practice or any technical publication/guidance note are to be construed as references to the latest versions current at the time the Order is undertaken.
- 012 Where a specific European and British Standard or a Code of Practice is referred to, this sets out the minimum acceptable standard of Materials or Workmanship.

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### **Materials**

- 013 The Client wishes to standardise the use of Materials across its Properties. This is in order to simplify parts requirements and van stock loads, to improve its repairs processes and to reduce maintenance costs. Wherever possible, match all Materials used to materials currently used in the Properties, particularly in terms of their parts requirements and repair procedures. The Service Provider should refer to all sections of this Specification where the Client may have set out details of its current Materials to which the Service Provider is required to standardise.
- 014 Where this Specification indicates that Materials are to be “approved by the Client’s Representative”, provide samples of the proposed Materials to the Client’s Representative for approval. Any Materials that comply with the functionality and compatibility (including aesthetic compatibility) requirements of this Specification may be proposed. No further approval is required for any Materials that may be listed in this Specification as being the Client’s currently used Materials. The purpose of the Client’s Representative’s decision on the use and approval of such Materials is to ensure that they meet the Client’s requirements for functionality and compatibility. The decision of the Client’s Representative on this is final.
- 015 Where this Specification requires Materials to be matched to existing materials or finishes, this match is subject to the approval of the Client’s Representative.
- 016 Do not use any Prohibited Materials in carrying out the Works. Prohibited Materials are those Materials which are generally accepted or (having regard to Good Industry Practice) are reasonably suspected of:
- being harmful in themselves;
  - being harmful when used in a particular situation or in combination with other materials;
  - becoming harmful with the passage of time; or
  - being damaged by or causing damage to the structure in which they are to be affixed.
- 017 Materials are to be regarded as harmful if, in the context of their use in the Works (whether alone or in combination with other materials) they:
- are prejudicial to health and safety;
  - may pose a threat to the structural stability or the physical integrity of any Property; or
  - could materially reduce the normal life expectancy of any part of the Property.
- 018 The Service Provider shall:
- Use, fix and apply all Materials strictly in accordance with the manufacturer’s recommendations, directions or instructions.
  - Participate in joint initiatives with the Client and other service providers to establish supply chain agreements.
  - Where appropriate suggest (economically viable) amendments to this Specification where those amendments may lead to an improvement in environmental performance or sustainability.
  - Provide all information the Client’s Representative reasonably requests regarding the environmental impact of the supply and use of any Materials and goods the Service Provider selects for use in the Works.

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**CLIENT’S REQUIREMENT:**

**THE CLIENT REQUIRES THERE TO BE A MINIMUM OF TWO OPERATIVES ON SITE AT ALL TIMES WHILST ALL MOTORISED WORK EQUIPMENT IS IN OPERATION**

**This frequency specification should read in line with the Client’s minimum visit attendance to nominated sites and schemes of twenty five visits per annum, evenly spread out throughout any given year.**

**For the purpose of clarity a year will start on the 1<sup>st</sup> April and end on the 31<sup>st</sup> March**

## **M3NHF SCHEDULE: ESTATE SERVICES – SPECIFICATION – GROUNDS MAINTENANCE**

### **GROUNDS MAINTENANCE**

#### **SECTION 1 - GENERAL**

##### **1.1 Introduction**

- 1.1.1 The Service Provider must visit every site listed and carry out the Work detailed in this Specification and the Price Framework Document.
- 1.1.2 The Client seeks to maintain a high standard and quality of Grounds Maintenance Services to its communal open spaces adjacent to flatted accommodation, cluster sites and communal open spaces on all sites listed in the Price Framework Document. The Works described in this Specification are to be executed by the Service Provider in a manner that enhances the Client's reputation for the maintenance of its communal areas. The Service Provider must carry out the Work adopting the best horticultural practice; the creation and maintenance of visually pleasing horticultural features and the maintenance of rigorous standards of discipline, cleanliness and tidiness.
- 1.1.3 The provisions contained within this Specification must be complied with by the Service Provider in undertaking the tasks as stated herein and the Service Provider's tender is deemed to include for all such costs as may arise through compliance with this Specification, best value submissions and variations of specification will not be considered. Should any Optional Tasks be instructed to be carried out by the Client's Representative then the Service Provider's tendered Rates for such Optional Tasks must be deemed to allow for full compliance with this Specification.
- 1.1.4 The Service Provider should be aware that tenders may have been invited for alternative options for grass cutting, the alternatives being where cuttings are left (Cut and Drop) or collected (Cut and Collect).
- 1.1.5 Where tenders have been invited including the options as referred to in 1.1.4, the Client will, in conjunction with Customers determine which alternative will apply, however, the Service Provider must note that for the Cut and Drop alternative the first and last cut only will also require all cuttings to be collected and removed from site.
- 1.1.6 **The Client requires there to be two operatives present at all times whilst either chainsaw or chipping machine or other motorised work equipment are in operation or during tree climbing operations.**

##### **1.2 Scope and Quality of Work**

- 1.2.1 The Client's Grounds Maintenance element of the Contract comprises (but is not limited to) the following Works:-

#### **Core Tasks (deemed to be included the tendered Prices for Aster Lots 1 to 6 inclusive – Estate Tender Summary for Grass Maintenance and Hard Landscaping)**

- Communal Grass Cutting
- Strimming around obstacles
- Grass Edging
- Turf Maintenance
- Shrub/Herbaceous Bed Maintenance
- Rose Bed Maintenance
- Hedge Maintenance
- Tree Maintenance
- Hard Surface Weed Control
- Hard Surface Moss Control
- Leaf Clearance
- Litter Picking
- Hard Surface Sweeping
- Ditch and Drainage Channel Maintenance
- Snow Clearance and Gritting

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- Hard Surfacing Pressure Jetting
- Periodic Inspections of Playgrounds and Play Areas

These Tasks are more fully defined in the following sections of this Specification.

### Optional Tasks

- The planting of new and replacement shrubs, hedges and bulbs and the like.
- The Design, planting, establishment and maintenance of bedding schemes as may be requested by the Client.
- Grounds Maintenance Services as may be requested to Void Properties, Customer (including OAP) Properties (one visit or ad-hoc service as requested by the Client's Representative).
- Any other Work not deemed a Core Task or an Optional Task and required to be carried out on the specific Instructions of the Client's Representative.

1.2.2 **Core Tasks** are those tasks that are required to be carried out at each site in accordance with the Specification and in respect of which the Service Provider has tendered his annual sum.

1.2.3 **Optional Tasks** are those tasks that may be required to be carried out at any site on the specific Instruction of the Client's Representative and in respect of which payment will be made in accordance with the Rates or as may be agreed. The Rates as tendered by the Service Provider must apply to any Property irrespective of location, Scheme size and extent of Work so required.

1.2.4 The Service Provider will be responsible for carrying out all the functions detailed in the Contract Conditions together with all other services ancillary thereto which are consistent with the Service Provider being responsible for maintaining the Contract standards in respect of Grounds Maintenance Services. This Specification describes the tasks the Service Provider is required to perform together with the minimum standards to which the Service Provider must perform these tasks.

1.2.5 Any area measurements provided are believed to be correct, but the Client does not accept any liability for the individual measurements. If at any time during the Contract the Service Provider believes the total area is different from that set down in any Bill or Schedule of Quantities by an amount in excess of 10% with potentially many changes due to redevelopment, LEP implications, lease agreements/ amendments, or area potentially ungraded as a result of customer intervention i.e. from lawn area to patio or shrubbery he has the right to have the sites independently re-measured. If he so does and re-measurement produces an error in excess of 10% of the total area,, the new measurement must be substituted, irrespective of whether it is an increase or a decrease, the Annual Sum must be recalculated using the original unit rates and the Client must bear the cost of the survey. If, however, the re-measurement is within 10%, the original measurement must continue to operate and the Service Provider must pay for the survey.

### 1.3 Default in Performance

Details of the Default Notices and method of calculation of liquidated damages relating to omitted or unsatisfactory Work are contained in the Contract Conditions and the Appendices contained in the Preliminaries.

### 1.4 Access

1.4.1 Site constraints with regard to access exist at some establishments and this may prevent or restrict the size/type of vehicle/machine that can be used at some Properties. It is the responsibility of the Service Provider to ensure that he is aware of all potential access problems. No claim must be admitted on the basis that access is inadequate or other Property constraints exist. Certain Properties require access via locked gates for which the Service Provider will be issued with keys. The Service Provider will be held responsible for the cost of replacing locks or keys that are damaged or lost from his negligence. It is the Service Provider's responsibility to keep gates shut and/or locked as specified by the Client's Representative.



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- 1.4.2 Access to some of the Schemes maybe restrictive as to the size of vehicle/machine that can be used and to some areas, access is only via locked gates. Operations may also be restricted due to presence of fences, railings, walls, street furniture and other obstacles. It is the responsibility of the Service Provider to acquaint himself with the access and means of operation to each Property and any other problems affecting access relating to all Properties.
- 1.4.3 The Service Provider must avoid, where possible, vehicle encroachment onto grass and other areas, except where vehicle encroachment is absolutely necessary for effective performance of the Contract. In any event, the Service Provider must not encroach onto such areas during excessively wet ground conditions.
- 1.4.4 Any damage caused due to encroachment onto grass and other areas by the Service Provider's plant or vehicles must be made good at the Service Provider's expense and within the Response Period specified by the Client's Representative.
- 1.4.5 **The Service Provider's tender is deemed to include for any and all extra costs that maybe incurred in respect of carrying out Work that may be required to soft or hard slopes, raised borders, banks, restricted access and raised areas and the like.**

### **1.5 Site Protection and Customers Facilities**

The Service Provider must arrange that all possible means of existing pedestrian and vehicular access and rights of way are maintained for Customers, visitors and the public during the execution of the Works. The whole of the Works must be carried out so as to cause the minimum inconvenience to Customers and the public. The Service Provider must pay particular attention to his responsibility for guarding any Works against children, the elderly and persons who have a disability. All costs incurred must be the Service Provider's responsibility.

### **1.6 Facilities for Staff**

The Service Provider must provide proper shelter, sanitary arrangements, protective clothing and equipment and first aid equipment for all Staff employed on the Works. The Service Provider and all his Staff must comply with all the latest relevant legislation such as the Health and Safety at Work Act (1974), all applicable approved Codes of Practice (ACOPS), the Control of Substances Hazardous to Health Regulations (2002) as may be amended from time to time..

### **1.7 Presentation of Depots**

The Service Provider must ensure that any depots, garages, workshops, work areas and the like, on land owned or maintained by the Client are maintained and presented in a clean and tidy condition so as not to cause any eye-sore or health and safety hazard to Customers and members of the general public.

### **1.8 Vandalism and Security**

- 1.8.1 It is the Service Provider's responsibility to ensure that all Properties and any other premises for which he is responsible for maintaining are kept in a safe and secure condition, including the setting of intruder alarms where applicable. The Service Provider must, on discovery of any defect or damage affecting safety or security, notify the Client's Representative immediately of his discovery and must take immediate steps to prevent public access to the Property and any other premises affected. This notification must also be confirmed in writing to the Client's Representative by the end of the next working day.

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### **1.9 Minor Vandalism**

- 1.9.1 The Service Provider must report immediately to the Client's Representative any vandalism or other damage caused to any grassed area, plants, horticultural feature at any of the Client owned or managed assets at any of the schemes or locations for which he is responsible and take all reasonable steps to remedy the situation as part of his normal Work. All damage should be reported in writing even if operations are not being delayed.
- 1.9.2 The Service Provider will be responsible at his own cost for reinstating areas caused by minor vandalism such as, but not limited to bed damage caused by cycling, Customers and members of the public walking through beds and similar such reinstatement Works. Any additional Materials required such as plants, shrubs and the like are to be provided on the written Instruction of the Client's Representative and in respect of which payment will be in accordance with the Rates or as may be agreed.
- 1.9.3 The Service Provider is excluded from his responsibilities for reinstatement at his own expense where, in the opinion of the Client's Representative, areas subject to such minor vandalism are of a repeat nature and as a result of inadequacies in feature design and layout and in such cases these must be considered as Exceptional Vandalism and the terms of clauses 1.8.5 to 1.8.8 will apply.

### **1.10 Exceptional Vandalism**

- 1.10.1 In the case of extensive damage at any Property resulting from crowds, demonstrators, extensive vandalism, vagrants, etc. (hereafter referred to as "Exceptional Vandalism") the Service Provider must immediately inform the Client's Representative or the Service Provider may be instructed by the Client's Representative to make a special visit at no additional cost to the Client to the Property to inspect the damaged areas.
- 1.10.2 The Service Provider is required to provide the Client's Representative, within 24 hours in writing, and at no additional cost to the Client with a detailed estimate of the Work required to repair the damage. If in the Client's Representative's opinion, the damage is considered as Exceptional Vandalism, he may authorise any remedial Work to be completed as soon as possible with all agreed costs for repairing the damage being paid to the Service Provider in accordance with the provisions in the Contract.
- 1.10.3 The Client's Representative may at its option have the Exceptional Vandalism remedial work undertaken by another service provider should the Client's Representative consider such action to be beneficial to the Contract.
- 1.10.4 For the avoidance of doubt the Client's Representative must exercise all matters referred to in Paragraphs 1.9.1 to 1.10.4 at his absolute discretion.

### **1.11 British Standards and European Equivalent**

- 1.11.1 It is the responsibility of the Service Provider to familiarise himself with the latest editions of the British Standards and European Equivalent referred to in this Specification.
- 1.11.2 Except where hereinafter specified to the contrary, all Materials to be used under the Contract are to comply with the latest British Standard Specification or equivalent national standard of another Member State of the European Community or international standard, recognised in another Member State of the European Community. In either of the latter two alternatives, the Service Provider is required to furnish the Client's Representative with supporting documentation to prove that the Materials offer guarantees of safety, standards of reliability and fitness for purpose equivalent to or in excess of the relevant British Standard Specification.

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1.11.3 In the event of the Client's Representative (whose decision must be final) not being satisfied that the Materials proposed meet the required standard, the Service Provider must comply with the latest British Standard Specification and no claim for additional costs incurred with such compliance will be entertained.

1.11.4 Except where hereinafter specified to the contrary all workmanship is to comply with the latest British Standards Code of Practice.

### **1.12 Materials from Approved Firms**

The Service Provider must submit to the Client's Representative for approval of the list products and the firms from which he will obtain his horticultural Materials, such approval not to be unreasonably withheld. Unless instructed otherwise by the Client's Representative, all bedding plants and hanging baskets must be obtained from an approved local charitable organization. This approval must be obtained prior to the start of this Contract and renewed annually. In the event of the Service Provider failing to comply with the requirements of this Specification he will be required to repair damaged or replace faulty or sub-standard Materials at his own expense.

### **1.13 Tools and Machinery/Vehicles**

1.13.1 All Service Provider's tools and machinery, plant and vehicles used in undertaking the Works must be of a suitable type and construction, safe in use, properly maintained and must conform with all relevant legislation and British Standards. Any tool or piece of plant or machinery or vehicle which does not comply with this Specification may be condemned by the Client's Representative, and if so condemned must be removed forthwith by the Service Provider from the performance of the service.

1.13.2 The Service Provider must only use machinery that has the prior approval of the Client's Representative and detailed in the Service Provider's Plan, such approval not to be unreasonably withheld. Additional applications for machinery not initially listed in the Service Provider's Plan is dealt with when required, by the Client's Representative, throughout the period of the Contract and the Plan is updated accordingly.

1.13.3 The Service Provider must at all times during the period of the Contract, ensure that all machinery is properly guarded and maintained, in line with the manufacturer's recommendations, so as to present no danger to the operator or any person in the vicinity of operations.

### **1.14 Chemicals and Fertilizers**

1.14.1 The Service Provider must complete the form supplied by the Client's Representative listing the fertilizers, pesticides and any other form of chemical application that he intends to use. The final list of chemicals for use during the Contract is subject to the approval of the Client's Representative and only chemicals on this list are to be used.

1.14.2 Unless specified otherwise within this Specification, all fertilizers, pesticides and any form of chemical application, must be applied at the manufacturer's recommended rates and to the manufacturer's recommendations.

1.14.3 The Service Provider must also have due regard, implicit in current legislation (as amended or superseded from time to time), for the environment, facility users, wildlife, operatives, animals and the facility itself, in respect of the safe use of pesticides and all other chemicals under the latest:

- a) The Agriculture (Poisonous Substances) Regulations
- b) The Control of Pesticides Regulations (1986) (COPR) as amended 1997
- c) The Control of Substances Hazardous to Health Regulations (2002) (COSHH)
- d) The Food and Environmental Protection Act (1985) (FEPA)
- e) The Environmental Protection Act (1990) (EPA)
- f) The Health and Safety at Work etc. Act (1974)
- g) The Water Act (2014)

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h) The Control of Pollution Act (1974)

- 1.14.4 All Materials to be used and all methods of mixing and application must be in accordance with legislation arising from the Environmental Protection Act (EPA) and all recommendations made by the manufacturer.
- 1.14.5 The Service Provider must seek advice from the appropriate authorities regarding the inclusion of indicators with each application of a chemical. Where permissible an indicator must be added and the Service Provider must allow for this in his Rates, for all such applications.
- 1.14.6 In relation to the Contract, the term pesticides covers all herbicides, insecticides, wormicides, algacides, fumigants, preservatives and similar products.
- 1.14.7 Only chemicals approved under the Control of Pesticide Regulations may be used by the Service Provider and all pesticides including their use on the Contract must have the approval of the Client's Representative prior to application. Pesticides must be used only for those purposes as stated on the label.
- 1.14.8 All Staff applying pesticides must either have certificates of competence or be under the direct and close control of Staff possessing such certificates as laid out in the latest Control of Pesticides Regulations and the Food and Environment Protection Act 1985. **IN RELATION TO THIS CONTRACT ONLY THOSE PERSONNEL WITH CERTIFICATES WILL BE ALLOWED TO MIX AND APPLY PESTICIDES.** The Service Provider, at the start of the Contract must make available to the Client's Representative for inspection the original certificates of competence.
- 1.14.9 All pesticides are to be mixed, stored and applied in strict accordance with the latest manufacturer's instructions and the Control of Pesticides Regulations and the Food and Environment Protection Act. The Service Provider must provide and make available for inspection containers for measuring quantities of herbicides. Spray equipment must be fitted with an approved effective guard to prevent drift onto neighbouring plants, a pressure regulating device and an approved spray nozzle of the poli-jet type as recommended by the manufacturer. Equipment must be free of leaks, and must be cleaned thoroughly before and after use. Whenever possible on this Contract the Service Provider must use Controlled Droplet Applicators (CDA's) for the application of pesticides.
- 1.14.10 The application of herbicides by Knapsack sprayer should be carried out in accordance with the recommendations of Field Book 8 – The use of Herbicides in the Forest published by the Forestry Commission ISBN 0-11-710270-9, available from the Secretary, Forestry Safety Council, Forestry Commission, 231 Corstorphine Road, Edinburgh, EH12 7AT.
- 1.14.11 When at a Property and in transit the Service Provider must ensure that all chemicals are stored properly in accordance with the above legislation in a lockable container which will contain liquid and gaseous leakage's. Chemicals must not be stored in vehicles used as mess facilities.
- 1.14.12 The Client's Representative is to be given 24 hours notice [or such other period as the Client's Representative may reasonably determine] of the Service Provider's intention to commence any pesticide application that may be permitted by the Client's Representative and any application will only take place in suitable weather conditions. No pesticides will be applied in periods of drought, wet or windy conditions or conditions encouraging spray drift or vaporisation, or periods of frost or on waterlogged ground.
- 1.14.13 The Client's Representative will suspend site operations should the Service Provider fail to comply with any of the safety regulations, procedures or restrictions of this Specification and the Client's Representative may also issue a Warning Notice.
- 1.14.14 The Service Provider has full responsibility for any damage caused by the misapplication of pesticides and any such damage will be fully reinstated or replaced to the complete satisfaction of the Client's Representative and at the Service Provider's expense.

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- 1.14.15 The Service Provider must, prior to applying a pesticide to any Property, erect signs to warn the public of pesticide operations as required by the Control of Pesticides Regulations and the Food and Environment Protection Act. The Client's Representative will approve the signs and their general positions prior to spraying.
- 1.14.16 The Service Provider must not apply pesticides without submitting a programme of pesticide application one month in advance to the Client's Representative for his approval. The programme must specify the Properties to be sprayed, name and application rates of chemical, recommended times of application both from horticultural and health and safety points of view and method of application. The Client's Representative approval in writing must be given before any pesticide is used.
- 1.14.17 The Client's Representative must approve all chemicals used and discussions between the Client's Representative and Service Provider on pesticide programmes, particularly those for hard surfaces, may result in the need to obtain National Rivers Authority (NRA) clearance prior to any use.
- 1.14.18 Protective Clothing and Equipment - Unless otherwise directed by legislation or the Client's Representative the Service Provider must provide the following minimum safety equipment for use by his Staff at all times when mixing or applying pesticides:-
- Goggles/Eye shield – except when applying granular herbicides.
  - Approved coveralls – for mixing as laid down by the Control of Pesticides Regulations 1986 as amended 1997.
  - Respirator Mask – with correct filter and regularly changed as per manufacturer's recommendations, except with granular herbicides.
  - Rubber boots, Rubber Gloves.

The Client's Representative will immediately suspend all pesticide application operations if the Service Provider's Staff are not wearing the appropriate protective clothing and/or if an item of the above equipment has not been brought to site and the Service Provider may be given a Warning Notice.

- 1.14.19 Application of Granular Herbicides - The Service Provider must when using (if approved by the Client's Representative and if appropriate to the area to be treated), 'Cyclone' chest-mounted spreaders for applying granular herbicides e.g. 'fydulan' and take great care to ensure the chemical is applied evenly at the recommended rate and no 'spin' onto adjacent areas occur. When planting belts about grass, a 'shaker' must be used on the edge of the planting belt, rather than a 'Cyclone' Spreader to reduce the chance of 'drift'.

To avoid damage to plants and adjacent grass, the chemical must not be applied in windy or frosty conditions or following rainfall or other conditions rendering the trees and shrubs moist. Any moisture on trees and shrubs will lead to herbicide granules lodging/sticking and detrimental effects. Trees and shrubs should be 'brushed against' following application to ensure any granules are dislodged.

- 1.14.20 The Service Provider must be required to carry out remedial work to those areas to which 'Fydulan' or 'Casoron' or any other equivalent has been misapplied at his own cost, using methods to be approved by the Client's Representative. Casoron and Fydulan or any other equivalent are not allowable in tree bases.

#### **1.15 Emergencies**

- 1.15.1 The Service Provider must provide a contact by phone for emergencies outside working hours.
- 1.13.2 The Service Provider may be required, as a result of storms, vandalism or other unforeseen circumstances, to provide Staff capable of assisting in such situations. Staff considered essential for a 'call out' situation are:
- a) Tree climbers
  - b) Industry qualified chain saw operators
  - c) Industry qualified general construction operatives
  - d) Industry qualified landscape operatives

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- e) Supervisory staff
- f) T Industry qualified tractor/plant operators
- g) Van drivers

1.15.3 Staff used in such situations must be experienced in accordance with **Section 12 - Staff Training and Experience**.

1.15.4 The Service Provider must ensure he has sufficient resources to fill this obligation at all times.

### **1.16 Defects/Death of Plants**

1.16.1 The Service Provider will be required to replace at his own expense, any damaged, diseased or displaced plant caused by poor plant material or unsatisfactory maintenance.

1.16.2 Should any tree be found to have been ring barked or damaged, up to 25% of its circumference, and if this damage can be directly attributed to being caused by grass cutting operations or some other machinery operated by the Service Provider, then the Client's Representative may require that the tree be replaced at the Service Provider's expense with an equivalent. This means that if a semi-mature tree has been found to be so damaged then it must be directly replaced with a semi-mature tree of a similar size and age, and of the same species.

### **1.17 Pests and Diseases**

The Service Provider must notify the Client's Representative immediately, of the presence of any pest or disease attacking or infesting plants. This is to enable the Client to notify any statutory authorities or bodies necessary if noxious weeds or notifiable pests or diseases are reported by the Service Provider. The Service Provider must treat such pests or diseases with chemicals or by pruning, within three working days of notification, as required by the Client's Representative. The application of such materials and/or the work required will be paid in accordance with Contract Rates.

### **1.18 General Maintenance Operations**

1.18.1 All Work undertaken regarding the maintenance of shrubs, trees, bedding etc., must be carried out in accordance with good horticultural practices which are acceptable to the Client's Representative. It must be a requirement of the Service Provider that he liaises closely with the Client's Representative to ensure that the Work undertaken is to an acceptable standard. Should Work not be of such a standard no payment will be made and, subject to any liquidated damages being applied, any Work required to restore damaged areas must be carried out at the Service Provider's expense.

1.18.2 The Service Provider is required to maintain the specified sites in a healthy, clean, weed, pest and litter free condition and they should be left in such a condition after all maintenance visits.

1.18.3 The Service Provider must be required to correct any Work that is deemed to have been unsatisfactorily carried out, subject to provisions within the default procedure.

1.18.4 All maintenance operations are to be undertaken only in suitable weather conditions relevant to the operation, i.e. they must not be done if damage to grass or plant material is likely due to unfavourable conditions. The Service Provider must be expected to know what are unsuitable conditions for any given situation and any damage caused by failure to comply with this must be put right at the Service Provider's expense and to the satisfaction of the Client's Representative.

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### **1.19 Removal of Litter, Rubbish etc (prior to commencing Core Tasks)**

- 1.19.1 The Service Provider must prior to commencing any operation on a grassed area and/or landscape feature collect all litter, debris, rubbish, hazardous waste and other deleterious matter from the grassed area and/or landscape feature. Litter, debris and rubbish must be collected and secured within bags and disposed of by the Service Provider, off site, in an approved manner.
- 1.19.2 The Service Provider must, irrespective of whether any Work is to be carried out to any landscape feature at the time of the visit, remove from the entire site rubbish and litter including leaves both as it accumulates from time to time and at the completion of every visit. This includes all cuttings, trimmings and pruning arising from Work operations (including edging and leaf clearance operations) and all other debris or litter.

### **1.20 Disposal of Waste**

- 1.20.1 The Service Provider must make arrangements to separate all waste matter into different types and arrange for its disposal as detailed below and pay all costs and fees in connection with such disposal. The Service Provider must comply with all legal requirements for transport and disposal of waste. No burning, burying or composting of waste is permitted at any site.
- 1.20.2 The Service Provider must take all reasonable precautions to prevent any arisings of whatsoever nature from the Contract being dumped on any area other than licensed tipping/disposal areas.
- 1.20.3 Depending on the wishes of Customers it may be necessary for the Service Provider to provide composting facilities at certain sites. If so required then the Service Provider must provide such facilities including any reasonably required infrastructure requirements at no additional cost.

### **1.21 Hazardous Waste**

- 1.21.1 Hazardous Waste comprises any item which is likely to create a health or safety hazard, including, but not limited to hypodermic syringes, broken glass and sharps generally. Dog faeces should be collected in appropriate bags and disposed of either in dog bins (if provided) or by other approved means.
- 1.21.2 Hypodermic syringes and other 'sharps' must be carefully placed in approved sharps containers and disposed of separately in a manner approved by the Client's Representative. The Service Provider's Health and Safety Policy Statement must include a specific Code of Practice for the collection and disposal of sharps.
- 1.21.3 Other hazardous waste must be disposed of in a manner least likely to cause harm to human health. Any particularly hazardous waste should be reported immediately to the Client's Representative and dealt with according to the Client's Representative's instructions.

### **1.22 General Waste**

- 1.22.1 All waste that is neither Green Waste or Hazardous Waste must be deemed General Waste and must be taken only to a recognised, licensed and approved tip and the Service Provider is deemed to have included in his tendered Rates for all fees and costs in connection herewith.

### **1.23 Green Waste**

- 1.23.1 Green Waste comprises all matter of a plant origin arising from the works such as grass cuttings, trimmings, pruning, leaves, flowers, seeds, pods and twigs.
- 1.23.2 All Green Waste must be disposed of by the Service Provider in accordance with the Service Provider's Green Waste Disposal Plan.

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1.23.3 Grass mowings/leaves, weeds, woody material and the like, must be collected separately and processed into a material suitable for reuse as a compost.

1.23.4 The Service Provider must be responsible for ensuring that **all green waste** is recycled by either:

a) **Transferring to an approved recycling plant to convert green material to a compost**  
The material processed must be used as a compost, in accordance with the Specification on the Client's shrub and rose beds. The Client's Representative must agree annually the quantities that must be used as a compost, any surplus material must be disposed of/sold, by the Service Provider at his expense/profit.

or

b) **Operating a recycling plant to convert green material to a compost**  
The Service Provider must be responsible, either solely or in conjunction with another service provider, for operating a recycling plant, organising a suitable location and for the supply of any plant required, all in accordance with any planning regulations and any provisions of the Environmental Protection Act (EPA). The material processed must be used as a compost, in accordance with the Specification, on the Client's shrub and rose beds. The total quantity of compost required from this source for the Client's use must be agreed with the Client's Representative on an annual basis. The Service Provider can sell any surplus material to offset the expenses of the operation.

1.23.4 At the time of the award of the Contract the Client may not be promoting a public 'green waste' recycling scheme. However, the Service Provider may wish to extend any scheme to include the recycling of public 'green waste'. This may be the subject of a separate agreement made between the Service Provider and the Client.

1.23.5 The Service Provider is solely responsible for all costs and charges incurred or payable in respect of or associated with recycling.

1.23.6 The Service Provider is not permitted to temporarily store open waste at any site. The Client's Representative may allow for trailers/skips to be kept at some larger sites for the transfer of waste. The Service Provider must ensure that the area around the trailer/skip is kept neat and tidy and that they are emptied regularly.

1.23.7 The Client's Representative may remove this concession for trailers/skips at any time during the period of the Contract, the Service Provider must then make alternative arrangements at his own expense.

### **1.24 Plant Bed Maintenance**

1.24.1 When carrying out any Work on plant beds the utmost care must be taken not to disturb or damage the roots of new or established plants. Excessive treading of the bed surface must also be avoided, so as to prevent compaction of the soil.

1.24.2 Where bark mulch has been applied to a planted area, all horticultural operations must be carried out in such a way as to cause minimal disturbance to the mulch.

1.24.3 During planting (and maintenance, if required) the surrounding ornamental grass areas must be adequately protected from damage with a suitable material.

1.24.4 At the completion of any Work on a bed, it must be hoed to remove any footprints etc.



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1.25.5 The Service Provider must familiarise himself with the nature of individual plants and carry out all maintenance operations, including pruning and planting, according to the horticultural requirements of the plant species.

### **1.25 Environmental Considerations**

1.25.1 It is the responsibility of the Service Provider to familiarise himself with the Client's commitment to the Environment. The Service Provider is expected to make every effort to help maintain the Client's continued policy of sustainable development.

1.25.2 During the undertaking of Grounds Maintenance Services the Service Provider must ensure that every attention is given to minimise the harmful effect on flora and fauna.

1.25.3 Where the Service Provider considers such nature conservation impractical, he must request a site inspection with the Client's Representative, prior to any Works being carried out.

### **1.26 Legal Responsibilities**

1.26.1 It is the responsibility of the Service Provider to familiarise himself with current legislation with regards to the safety of the public and their use of facilities that are operated by the Service Provider, and also their safety when the Service Provider is carrying out Work in areas open to the public.

### **1.27 Forms**

1.27.1 The Client's Representative and the Service Provider will jointly agree the content and format of all forms to be used by the Service Provider to record and supply information to the Client's Representative, throughout the Contract Period and the Service Provider must provide such agreed forms for use throughout the Contract Period.

### **1.28 Prevention of Pollution**

1.28.1 The Service Provider must take all reasonable precautions to prevent the pollution of the atmosphere, waterways, urban areas etc., by the discharge or deposit of liquids, solids or gases and will be held responsible for any damage caused by such discharge or deposit. The cost of rendering harmless or removing the discharge or deposit will be borne by the Service Provider.

1.28.2 The Service Provider must particularly note the requirement to seek NRA approval of any pesticide that could be applied to an area, e.g. drainage channels or hard surface areas and potentially lead to run-off to a watercourse.

### **1.29 Trees and Shrubs – Protection and Damage Reinstatement**

1.29.1 The Service Provider must replace any trees or shrubs damaged through his negligence or removed without prior approval with trees and shrubs of similar maturity and character, to the full satisfaction of the Client's Representative and at the expense of the Service Provider.

### **1.30 Existing Grass Swards – Reinstatement of Damage**

1.30.1 The Service Provider must make good any damage caused to existing grass swards at any site as a result of the Service Provider's operations. The reinstatement of the grass must be to the satisfaction of the Client's Representative and entirely at the Service Provider's expense. This includes any damage caused by cutting with inappropriate/incorrectly set machinery or at an inappropriate time and any damage caused by herbicides.

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### **1.31 Existing Features**

1.31.1 The Service Provider must protect existing buildings, fences, gates, walls and other features. Any damage caused to existing features by the Service Provider's negligence must be fully reinstated to the Client's Representative's approved satisfaction at the Service Provider's expense, and if such Work is undertaken by the Service Provider then within the Response Period defined by the Client's Representative. Without prejudice to the terms of the Contract, the Client's Representative may instruct another service provider to remedy such damage at the Service Provider's expense should the Service Provider fail to reinstate within the Response Period or if such reinstatement is at the Client's Representative's option required to be carried out by another service provider.

### **1.32 Inclement Weather**

1.32.1 The Service Provider must perform the Works in accordance with this Specification regardless of the weather or climatic conditions. In exceptionally adverse weather conditions the Service Provider may seek the Client's Representative's approval to suspend all or any part of the Services for the period during which the adverse weather conditions continue. The Client's Representative acting reasonably and without undue delay, may give such approval. For the avoidance of doubt, if such approval is given, the Service Provider will not be considered to be in default for failure to comply with appropriate quality and Specification standards if there is a diminution of the required standards during this period.

1.32.2 The Client's Representative must specify, when giving approval, a reasonable period [the Restoration Period] after the cessation of the adverse weather conditions, in which the Service Provider must restore all affected Properties to the required standards and the Service Provider must comply with this Restoration Period and must do so at its own expense.

### **1.33 Defective Plant Materials and Defects Liability Period**

1.33.1 All replacement shrubs, transplants, whips and hedging plants must be guaranteed for a period against death, deformation, dieback or disease other than that caused by malicious damage. The defects period must cover the growing season following planting, plus a show of leaf at the beginning of the second season. It is the Service Provider's responsibility to notify the Client's Representative in writing if a bed requires watering.

1.33.2 All replacement grass seeding or turfing works must be guaranteed for a period against death, dieback or unsatisfactory germination or development. The defects period must cover a period of 3 months from seeding or turfing. It is the Service Provider's responsibility to notify the Client's Representative in writing if a newly created grassed area requires watering.

1.33.3 The Service Provider must replace any defective plant or grass/turf material with Material of the same size, specification and species as that originally planted to the full satisfaction of the Client's Representative. Any such replacements, including planting, will be entirely at the Service Provider's expense.

### **1.34 Standards**

1.34.1 In the sections which follow, the Service Provider should note that standards are minimum standards. The Service Provider must ensure he carries out each part of the Work in such a manner and as frequently as required to achieve the Contract standard.

1.34.2 Powered leaf clearing and leaf blowing equipment may be used subject to their being used in accordance with the provisions of the Contract. Powered leaf blowers must normally only be used where leaf fall is excessive and must not be used to blow or collect small numbers of leaves where other methods can be used.

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- 1.34.3 Heaps of leaves must be cleared on the same day that they are collected and not left at the Property. Where leaves are bagged, these must be stacked neatly in a position to be agreed with the Client's Representative until removed.
- 1.34.4 Blossom fall, pods, seeds etc. are to be cleared in the same way as leaves. It should be noted that because of the disease, Anthracnose, of London Plane trees leaf fall is heavy from June throughout the summer in many Locations where mature Plane trees grow. Climate conditions may also induce leaf fall through the summer period and the Service Provider is reminded that leaf collection must be undertaken throughout the year in accordance with these provisions.
- 1.34.5 The Service Provider will be responsible for clearing any debris (less than 2m long/75mm diameter) or twigs that have fallen from trees onto any areas following gales and storms.
- 1.34.6 The Service Provider must ensure at all times that all roses, shrubs and hedges are kept so that they do not create a nuisance nor a danger to person or traffic at footpaths, verges, hard standings and roadways and in front of windows and by doorways and street signs and that they do not obstruct street lights, road signs etc., and must undertake all shoot and branch removal to maintain this situation. The cost of carrying this out will not be paid for separately, but must be included in the Service Provider's tender whether it is actually carried out along with other work or involves a separate visit by the Service Provider.

### **1.35 Advice**

- 1.35.1 The Service Provider may be required to provide general advice to the Client's Representative and also Customer/Customer forums on horticultural matters e.g. drawing their attention to plants which are diseased or require removal due to old age and suggesting appropriate replacement plants together with general advice and 'hints' on horticultural maintenance. The provision of such advice by the Service Provider must be included by the Service Provider in his tender.

### **1.36 Bio-diversity and EPS Licences**

Prior to carrying out any Works, The Service Provider is to undertake a bio-diversity check of the sites, and report any new sightings to the Client Representative for Instructions.

The Conservation of Habitats and Species Regulations 2017 makes any, deliberate or inadvertent, impact on **one of the listed protected species of animal or plant (or their habitats)** an offence under EU and UK law

The Service Provider is to obtain, at their own cost, from Natural England or DEFRA any of the four licences that may be required to deal with the findings arising from a biodiversity survey or the presence of wildlife and its habitat within or adjacent to the contract sites.

1.3

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**Client’s current manufacturers/suppliers/products**

1.36.1 Ensure all Materials are compatible with and standardised to the Client’s current products specified in the table below (listed by manufacturers, suppliers and/or brand names).

<b>Product</b>	<b>Brand name</b>	<b>Manufacturer’s details</b>

**[complete table as appropriate]**

## M3NHF SCHEDULE: ESTATE SERVICES – SPECIFICATION – GROUNDS MAINTENANCE

### SECTION 2 – COMMUNAL GRASS CUTTING

#### 2.1 General Conditions

- 2.1.1 Grass shall be cut and treated as many times as necessary to meet the performance standards set out in the clauses of this specification. You are advised that grassland has previously been maintained on a basis of a minimum of **Seventeen cuts per annum**.
- 2.1.2 The Service Provider shall ensure that all machines engaged in grass-cutting operations are sharp and properly set so as to produce a true and even cut. All equipment shall be suitable for the grass cutting operation to be carried out and is subject to approval of the Client's Representative. The Service Provider shall ensure that machines are properly guarded, maintained and that work is completed so as to present no danger to the operator or any person in the vicinity. All wheeled grass maintenance machinery is fitted with grassland tyres. **The timing of grass cutting operations shall not commence before 8.00 hours or continue after 17.30 hours. No working is allowed at weekends or Bank holidays without the consent of the Client's Representative**
- 2.1.3 Once a cut or treatment has started on a site it shall be completed in one operation.
- 2.1.4 Prior to cutting any area to any Property, the Service Provider must remove all stones over 20mm, as well as any litter, bottles and other debris, including heavy falls of leaves to an approved recycling centre and dog faeces. If the amount to be removed is considered excessive by the Service Provider, he must immediately inform the Client's Representative, who must consider each area to any Property on its individual merit and whether any extra payments in exceptional circumstances may be made, for example where fly-tipping has occurred.
- 2.1.5 The Service Provider shall on completion immediately clear any cuttings, earth or other debris that lands on surrounding hard surfaces as a result of cutting or treatments to grass areas and disposed to tip or recycling site whichever is appropriate.
- 2.1.6 Cutting and treatment regimes shall be appropriate to the type of grass area being treated. For the purpose of this specification grass areas are therefore defined as follows:

GRASS TYPE	DESCRIPTION
Type A Pedestrian	Ornamental areas are defined as lawn, fine grass areas around flower and shrub beds garden amenities and areas not suitable for larger machinery. All domestic gardens
Type B ride on Machine	Defined as generally flat grass areas that provide informal recreational use not exceeding a 20% slope
Type C Slopes greater than 30°	Areas defined as greater than 30% and should be cut by the most appropriate method agreed with the Client's Representative
Type D Slopes greater than 50°	Areas defined as greater than 50% requiring differing methods of maintenance from previous types to be agreed with the Client's Representative

- 2.1.7 A 1 metre diameter circle around each young tree (less than 5 meters in height) shall be kept clear of weeds by hand weeding or by a suitable chemical method.
- 2.1.8 In areas that contain naturalised bulbs or corms the grass will not be mown until a minimum period of six weeks has elapsed from the completion of flowering and stems are clearly dying back. The first cut on these areas shall be rotary mown and will reduce the height by 50%. The second cut will bring the planted areas in line with the surrounding grass area. In the case of crocus or similar, there shall be two reducing cuts in total. The cuttings arising will all be collected and disposed of. It is expected that staff are trained to recognize developing naturalized and formal bulb displays and maintain accordingly.

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- 2.1.9 The Service Provider is advised that certain companies (previously known as statutory undertakers) have powers to gain access under grass areas and are responsible for reinstatement. Cutting of these areas must recommence within five working days or other such times as agreed with the Client’s Representative. No extra payments are made for this work. If the Service Provider is unable to maintain any such area, following work by a statutory undertaker, they must report the details to the Client’s Representative within 24 hours.
- 2.1.10 All reasonable care shall be taken when mowing around isolated trees in grass areas. Where overhanging branches prevents the specified machinery being used grass shall be cut by other appropriate means. At no time will strimming be permitted around trees, all vegetation around tree bases is cut using suitable mechanical methods such as hand shears or sickles. Any trees that are damaged as a result of mowing are replaced at the Service Provider’s own expense in the following planting season.
- 2.1.11 The Service Provider shall exercise every care in carrying out works around flat and protruding obstacles in grass areas. Heavy or vibrating machinery shall not be driven over manhole and duct covers culverts or narrow ditches and grips unless they are strong enough to remain undamaged.
- 2.1.12 Damage occasioned by the Service Provider to service covers and structures shall be immediately reported to the Client’s Representative and repaired in accordance with clause 27.01 ‘General Conditions of Operation’.
- 2.1.13 The Service Provider shall ensure that the arising’s or residue from any activity involved in maintaining the grass areas does not enter any watercourse, drain or sewer. Any such occurrence shall be immediately reported to the Client’s Representative in accordance with clause 27.01 ‘General Conditions of Operation’

**2.2 Grass Cutting**

- 2.2.1 **ALL GRASS AREAS WILL BE BOX COLLECTED EVERY CUT**, the use of mulch mowers will NOT be authorised for use on any of area at any time. All areas of grass are maintained to the same high standard and to the satisfaction of the Client’s Representative.
- 2.2.2 Grass shall be cut to a consistent height over the specified area. There shall be no tufts or bents left standing above the general sward level.
- 2.2.3 All grass cutting machinery should be capable of collecting arising’s. Only pedestrian mowing is permitted within one metre of perimeters, buildings, trees, prepared or planted beds and other obstructions.
- 2.2.4 The Service Provider is required to carry out the following minimum cutting frequency:

Total	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
17	0	0	2	2	2	2	2	2	2	2	1	0

The height of the cut to all areas shall be such that after cutting the height of grass and any weeds within the area shall be 25 – 40 mm in length.

- 2.2.5 These stated frequencies are the minimum requirements. In addition to these minimum frequencies, the Service Provider will carry out additional grass cutting in order to ensure that the grass length does not exceed 65mm at any time during the contract period. This work is undertaken at no extra cost to the Client.
- 2.2.6 Banks and steep slopes within a defined cutting area that cannot be cut with the machines specified shall be cut by other means so that the appearance and cut height is similar to the surrounding area. All arising’s are removed after each and every cut.

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- 2.2.7 Inaccessible areas within a defined cutting area that cannot be cut with the machines specified shall be cut by other means so that the appearance and cut height is similar to the surrounding area.
- 2.2.8 Grass shall not be cut in adverse weather and ground conditions. Cutting shall only recommence when it is safe to do so without danger of damaging the sward, surface levels or contours of the ground. Confirmation from the Client's Representative is sought before ceasing or recommencing operations.
- 2.2.9 Where inclement weather conditions delay normal cutting programs the Service Provider is required to resume work as soon as practically possible and is required to restore works to the specified standard within 7 days.
- 2.2.10 Where weather conditions inhibit grass growth the Client's Representative may instruct the Service Provider to vary the minimum height of cut.
- 2.2.11 Surfaces after cutting shall be even and neat in their appearance and not have any of the common mowing faults associated with a poor finish, e.g. scalping, ridging, ribbing, rutting or other damage. Where these issues have occurred the Service Provider will resolve them to the satisfaction of and at no additional expense to the Client.
- 2.2.12 Soft vegetative growth, such as clover is deemed to be part of the contract where it falls within larger areas of grass. Flowering stalks of grass and weeds shall be kept mown down, if necessary using additional machinery at no extra expense to the Client.
- 2.2.13 The Service Provider may be required to cut grass on any new developments that the Client becomes responsible for and becomes Client's Property, and he must ensure that he has the ability to undertake this extra cutting if required. Rates as set out in the Price Framework Document must apply.

### **2.3 Edging and Trimming**

- 2.3.1 Where grass areas abut planted areas, hard surfaces, fences, walls, trees or other obstruction the grass shall be trimmed at each cut and arisings disposed off site to the specified facility.
- 2.3.2 Edges to planted beds and "weed free" areas around trees, hedges, buildings and the like, shall be re-cut to their full depth as often as required to maintain a straight [or curved] and defined line to the bed. Edges shall be cut to slope backward approximately 10% from the vertical. Only the minimum amount of turf shall be removed with each cut.

If the Service Provider causes damages to grass edges the said damage must be renovated within two weeks (weather conditions permitting) of the damage occurring. The reforming of edges must be at the Service Providers expense only if damage is caused by the Service Provider or as a result of minor vandalism.

Where the Service Provider is Instructed to reform edges to grassed areas the following procedure must apply.

- .1 The edge to be reformed must be cut back and trimmed in accordance with the relevant provisions laid down in the preceding clauses to straight lines and smooth curves as appropriate.
- .2 A 300mm wide strip of turf having a uniform minimum thickness 25mm must then be cut from the edges formed in a) above for the full length of the edge to be reformed.
- .3 This 300mm wide strip of turf must then be moved into the new position with the reformed edge becoming the new edge to the grassed area. Any levelling required must be carried out by packing the turf with fine soil sharp sand or peat.
- .4 The gap that results from this operation must be filled with fine top soil and seeded using the grass seed to match the existing grass sward.

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- 2.3.3 Edges to roads pavements and other hard surfaces shall be re-cut with a half-moon tool or alternative mechanical device as often as required to maintain a defined line closely parallel to the edge of the surface. Edges shall be cut vertically to a minimum depth of 50 mm.
- 2.3.4 Bed and weed free zone edges shall be trimmed with long handled shears, or other method, to maintain the cut line of the edge. Strimmers may not be used on edges to planted beds.
- 2.3.5 Grass that abuts buildings, walls, fences and the like shall be trimmed level with the general sward level at each cut.
- 2.3.6 Grass that abuts hard surfaces shall be trimmed with long handled shears, or other method, to maintain the cut line of the edge. Strimmers may not be used on edges to gravel paths.
- 2.3.7 Grass abutting hedges and other plant growth shall be trimmed level with the general sward level at each cut.
- 2.3.8 Grass abutting gully gratings manhole and inspection covers or other metal, concrete and all stone obstructions within the sward shall be trimmed as often as necessary to keep a clear line to the edge of the obstruction.
- 2.3.9 Edges of grass around lampposts, telegraph poles, litterbins and the like shall be trimmed to level of sward at each cut.
- 2.3.10 Growth regulators or contact herbicides are not to be used to edges of grass areas except with the express permission of the Client's Representative
- 2.3.11 All arisings from Work associated with the edging must be disposed of by the Service Provider at the end of each working day to the Service Provider's own off -site tip. On completion of each day's Work the whole area must be left in a clean and tidy condition to the entire satisfaction of the Client's Representative.

### **2.4 Leaf and Litter Clearance**

- 2.4.1 Leaves shall be cleared from grass surfaces immediately after the leaf fall as directed by the Client's Representative with arising to be disposed to tip. All leaves shall be cleared by the end of December of each year.
- 2.4.2 Leaves that fall on grass shall be removed at a maximum of 10 day intervals until the leaf fall has ended. Arising's disposed to tip.
- 2.4.3 The Service Provider shall maintain a general litter free appearance of grass areas. In addition to the litter collection noted in clause 1.05 of this specification blown litter shall be regularly collected and removed from perimeters, under hedges and around trees within any grass area and disposed to tip. All litter is collected in accordance with Environmental Protection Act 1990, Code of Practice on Litter and Refuse as published by the Department of Environment, Transport and Regions.

### **2.5 Miscellaneous**

- 2.5.1 Holes in grass surfaces, areas where site furniture such as skips, containers, portable offices and other damage to turf shall be filled with sifted topsoil or prepared and seeded as soon as possible after removal. No claim for additional payment is accepted for these works and the Service Provider is advised to make provision for minor repairs within their rates.
- 2.5.2 Grass areas shall only be used for the purpose of vehicle parking when expressly instructed by the Client's Representative

### **2.6 Strimming**

- 2.6.1 Strimming must be carried out around obstacles, etc., at the same time as grass cutting operations.



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2.6.2 Grass around obstacles and alongside walls, fences, buildings, kerbs, etc., must be cut using a strimmer, as specified in the Work programme, to the same height, frequency and standard as the surrounding areas.

2.6.3 Areas at sites which may have steep banks, limited access or limited size or shape for a larger machine, must be cut using a strimmer. Arisings will need to be removed and the Service Provider should allow for this in his Rates.

### **2.7 Hooking**

2.7.1 The Service Provider is required to hook areas that are too steep or too thickly vegetated to be cut by mower or strimmer.

2.7.2 Staff must wear appropriate protective clothing and must not endanger themselves or the public. They must be suitably roped or harnessed if the bank is steeper than 30 degrees to the vertical. On such banks, two Staff members must always work together in case of injury.

2.7.3 The finished area must be tidy and evenly cut to a maximum height of 100mm.

### **2.8 Clearance of Brambles, Gorse and other Vegetation**

2.8.1 Clearance of semi-natural areas is required where indicated and at the frequency stated in the Schedules of Rates and may be carried out by strimming, hooking, sawing or looping.

2.8.2 Growth must be cut to 100mm above ground for brambles and 300mm for gorse. All growth must be cut back from surrounding trees and other obstacles within the work area.

### **2.9 Chemical Applications**

2.9.1 Application of chemicals shall be undertaken in compliance to the Food and Environment Protection Act 1985, The Control of Pesticides Regulation 1986, Control of Substances Hazardous to Health Regulation 1988, The Control of Pollution Act 1974, The Health and Safety at Work Act 1974, relevant MAFF and National Association of Agricultural Service Providers (NAAC) Codes of Practice.

2.9.2 The Service Provider shall provide a list of pesticides to be applied under this contract for approval by the Client's Representative.

2.9.3 The Service Provider shall inform Client's Representative 2 working days prior to the application of chemicals. The Service Provider shall be responsible for determining the:

- Type of chemical is suitable for the purpose,
- Timing of operations is both horticultural correct and socially acceptable,
- Rates of application are correct,
- Method of application is appropriate to the prevailing circumstance

2.9.4 Chemicals shall only be applied to those areas and for the purposes identified in the other activity sections of this Specification.

### **2.10 Reduction in Grass Cuts**

2.10.1 No claims by the Service Provider for loss of earnings are allowed, should the cuts per annum be less than the numbers indicated in the Specification.

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### **SECTION 3 – SHRUBBERY AND HERBACIOUS BORDER MAINTENANCE**

#### **3.1 General Conditions**

- 3.1.1 The Service Provider will follow and keep to an approved programme of works. The Client's Representative must approve the programme before contract commencement.
- 3.1.2 The Service Provider shall complete all beds on one site before moving on to the next.
- 3.1.3 All works to the shrub bed shall be to the entire area.
- 3.1.4 Should the Service Provider fail to complete any bed or part of a bed on a site, payment is withheld for the whole of the site.
- 3.1.6 All hand tools and pruning equipment shall be clean, sharp and in good working order and be appropriate for the associated works.
- 3.1.7 At each site visit and prior to hoeing, weeding, forking, pruning or any other activity to the bed, the Service Provider shall remove items of rubbish and debris including paper, tins, bottles and other debris that may cause damage or injury.
- 3.1.8 The Service Provider shall take particular care when working in beds that contain naturalised bulbs to avoid damage to such bulbs.
- 3.1.9 The Service Provider shall leave a neat and even surface across the bed and soil edges are tilted back to leave a defined edge.
- 3.1.10 All arisings are removed from the site daily and taken to an approved recycling centre. No burying of the arising on site must occur.
- 3.1.11 Where shrubs or roses overhang footpaths, the Service Provider shall clip back to 150mm behind kerbing line to remove overhanging growth, whilst retaining a balanced shape to the shrub or rose.
- 3.1.12 Any growth which presents a hazard or danger to the public shall be removed without delay as part of the routine maintenance.
- 3.1.13 The Service Provider shall ensure that the correct method and timing of the pruning is completed according to the Sp and Cvs, as incorrect pruning to any shrub shall be subject to a Default Notice.
- 3.1.14 The Service Provider will note at each visit any pest and/or disease problem and notify the Client's Representative as soon as possible and in any event no later than 48 hours of observing the problem.
- 3.1.15 The Service Provider will report any acts of vandalism to Client's Representative as soon as possible and in any event no later than 24 hours of observing the damage.

#### **3.2 Shrub Bed Maintenance — Spring/Summer**

- 3.2.1 All Work specified in this section of the Specification is to be carried out in accordance with the latest BS 4428 Code of Practice for General Landscape Operations.
- 3.2.2 All pruning operations must be carried out using by-pass or parrot secateurs. Anvil types are not to be used.

##### **Pruning**

- 3.2.3 The purpose of pruning is to build a strong framework keeping shrubs healthy and vigorous, maintaining the shape and balance, ensuring the maximum amount of flowering and/or foliage wood is produced and that the shrubs are kept so that they do not create a nuisance or danger.

## **M3NHF SCHEDULE: ESTATE SERVICES – SPECIFICATION – GROUNDS MAINTENANCE**

3.2.4 In this Contract shrubs are placed into one of five groups with regards to their pruning requirements and this Work must be carried out as detailed on the Pruning Schedule.

3.2.5 The Service Provider must note that methods of pruning will differ from species and cultivars, and where there is doubt about the appropriate method the Service Provider must consult with the Client's Representative who will advise accordingly. Where shrubs have been incorrectly pruned, the Service Provider must be expected to make good and carry out remedial pruning, or replace the plant, as deemed necessary by the Client's Representative. Replacement/remedial work must be carried out at the Service Provider's expense, other than that resulting from acts of vandalism or theft.

### **3.2.6 Pruning Group A**

No pruning required other than light shaping and removal of dead, damaged or diseased wood. Shaping must be carried out in late spring, with the remaining pruning being carried out when required.

Shrubs in this Group are:

Aralia, Arbutus, Aucuba, Azalea, Berberis, Buxus, Camellia, Ceanothus, Choisya, Cistus, Cotinus, Cotoneaster, Cryptomeria, Cytisus, Daphne, Elaeagnus, Escallonia, Euonymus, Fatsia, Garrya, Gaultheria, Genista, Griselinia, Hamamelis, Hebe, Hibiscus, Hippophae, Hypericum, Ilex, Jasminum, Kalmia, Leptospermum, Ligustrum, Lonicera, Magnolia, Mahonia, Myrius, Olearia, Osmanthus, Pachysandra, Pernettya, Phlomis, Phormium, Pieris, Pittosporum, Potentilla, Prunus, Pyracantha, Rhododendron, Rhus, Rosa Rugosa, Rose Species, Ruscus, Sarcococca, Senecio, Skimmia, Spartium, Symphoricarpus, Syringa, Ulex, Viburnum, Vinca, Yucca.

### **3.2.7 Pruning Group B**

Remove all wood which has borne flowers, retaining the young wood to ripen and produce flowers the following year. Pruning is to be carried out immediately after flowering.

Shrubs in this Group are:

Amelanchier, Calluna, Caronilia, Deutzia, Diervilla, Erica, Forsythia, Kerria, Philadelphus, Piraea, Ribes Sanguineum, Rosmarinus, Spiraea (spring flowering).

### **3.2.8 Pruning Group C**

Completely remove one or two old stems and cut back younger flowering shoots to fresh growth of the main branches. Thin out crowded shoots and remove weak twigs. Pruning is to be carried out between November and March.

Shrubs in this Group are:

Buddleia (other species), Chaenomeles, Corylus, Kolkwitzia, Leycesteria, Perovskia, Spiraea (summer flowering), Stephanandra, Tamarix.

### **3.2.9 Pruning Group D**

In February or March cut back the previous seasons wood to within two or three buds of the old wood.

Shrubs in this Group are:

Artemisia, Buddleia, Buddleia Davidii, Ceratostigma, Cornus, Fuchsia, Lavandula, Ribes, Romneya, Rubus, Ruta, Salix, Salvia, Sambucus, Santolina.

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### **3.2.10 Pruning Group E**

Hydrangea hortensis, leave dead flower heads on through winter to protect new buds from frost.

Shrubs in this Group are:

Hydrangea.

- 3.2.11 The Service Provider must provide pruning tools which are fully suitable for the Work as detailed, all properly maintained and sharpened so that they produce a completely clean cut with no bruising, crushing or splitting to the pruned stems and no snagging or tearing back of the bark. Hedge cutters must not be used.
- 3.2.12 The detailed nature of the pruning required is likely to vary from one planted area to another due to the different species of plants. The Client's Representative will supply the Service Provider with detailed information on the pruning required for each area. On no account must any pruning Work be commenced until the Service Provider has received this information.
- 3.2.13 Prior to commencing Work on the site the Service Provider must establish that site conditions are such that there is no risk of any damage occurring to the soil structure or plants as a result of the pruning operation. The Client's Representative reserves the right to suspend the pruning operation if it is considered site conditions to be unsuitable or that the Work is not being carried out in an efficient and proper manner.

### **Maintenance - General**

- 3.2.14 At each visit the Service Provider must undertake the following Works:
- 3.2.15 Single specimen shrubs, situated in grass lawns etc., must be maintained in the same manner as all other shrubs. This means that any litter or debris should be removed from around the base to a suitable previously agreed tip and any weeds or self-sown plants, such as brambles etc., that are growing up through the shrub should also be similarly removed.
- 3.2.16 In periods of particularly dry weather the Service Provider must allow for the watering of shrub beds to ensure the survival of the plants, using a suitable method.
- 3.2.17 The Service Provider must ensure that any climbing or rambling shrubs receive the necessary physical support required to maintain a tidy appearance and condition. Established shrubs must be supported by whatever methods are currently used, unless specified otherwise by the Client's Representative. The method for supporting all new plantings of climbing or rambling shrubs must be specified by the Client's Representative at the time of planting.
- 3.2.18 The Service Provider must apply a mulch to 1/3 of the shrub beds within the Contract per year, during October, on a rotational basis. The Service Provider must submit a Work programme for this operation, to the Client's Representative, prior to the commencement of the Contract Period. The mulch must be applied to a depth of 100mm over the whole surface of the bed and must initially consist of the compost/mulch produced by the Service Provider's recycling operations. If there is insufficient mulch produced by the Service Provider to complete 1/3 of the beds in any one year then he must be expected to provide as much additional Material as is necessary to complete the Work.

## **M3NHF SCHEDULE: ESTATE SERVICES – SPECIFICATION – GROUNDS MAINTENANCE**

### **Maintenance - Generally, Unmulched Beds**

3.2.19 At each visit the Service Provider must undertake the following works:

- Rake through the shrub bed to clear to a suitable previously agreed tip all litter, leaves, debris etc.
- Hoe or cultivate all beds to remove all weeds and rogue plants, including rogue bulbs and remove to a suitable previously agreed tip. Where hoeing or cultivation is not appropriate, such as very full beds or where a lot of ground cover plants are present, hand weeding of the beds must be carried out.

### **Maintenance - Unmulched Beds, Winter**

3.2.20 All visible soil in unmulched beds must be forked through to a depth of between 50mm and 75mm. This operation must produce a fine level tilth without damaging the roots of the plants.

### **Maintenance - Mulched Beds**

3.2.21 At each visit the Service Provider must undertake the following Works:

- 3.2.22 The mulch layer must be inspected and any bare or thin patches must be topped up to a level of between 50mm and 75mm.
- 3.2.23 The mulch must be kept clean and any weeds, rogue plants, litter, debris, etc., must be removed to a suitable previously agreed tip.

## **3.3 Rose Bed Maintenance (including individual roses and beds)**

### **General**

- 3.3.1 All pruning operations must be carried out using by-pass or parrot secateurs. Anvil types are not to be used.
- 3.3.2 The Service Provider must inspect Rose beds once per year during the month of August and must notify the Client's Representative within three working days, of the presence of any dead plants. Such dead plants must be removed from the site to a suitable previously agreed tip in November and must be replaced with new stock as approved by the Client's Representative at the specified Rates.

## **15.2 Maintenance - General**

3.3.3 At each visit the Service Provider must undertake the following Works:

- 3.3.4 All visible soil in unmulched rose beds must be hoed to remove weeds and to maintain a fine tilth across their surface. Where hoeing or cultivation is not appropriate, such as very full beds where the roses create a lot of ground cover, hand-weeding of the beds must be carried out.
- 3.3.5 Any roses that have been subject to windrock must be corrected during the maintenance visits by re-firming the soil around the stem by treading.
- 3.3.6 The Service Provider must ensure that any climbing or rambling roses receive the necessary physical support required to maintain a tidy appearance and condition. Established roses must be supported by whatever methods are currently used, unless specified otherwise by the Client's Representative. The method for supporting all new plantings of climbing or rambling roses will be specified by the Client's Representative at the time of planting.

## **M3NHF SCHEDULE: ESTATE SERVICES – SPECIFICATION – GROUNDS MAINTENANCE**

### **Hand Weeding**

- 3.3.7 The Service Provider must control weed growth by hand weeding. Chemical weed eradication will only be considered in exceptional circumstances and when written permission has been received from the Client's Representative.
- 3.3.8 The Service Provider must completely kill or move all dicotyledonous weeds, before they have developed any adult leaves. The Service Provider must remove individual or patches of perennial weeds and annual monocotyledonous weeds, before any one weed reaches 30mm in height, and/or before any one weed reaches a spread of 60mm.

### **Maintenance - Spring**

- 3.3.9 The Service Provider must make provision for the application of a granular fertilizer. The fertilizer must be evenly spread across the whole area of the beds to be treated.
- 3.3.10 Prune all plants to remove dead, diseased and damaged material. Further pruning must only be carried out at this time on Hybrid Tea, Floribunda and Shrub/Species roses as follows: All remaining growth must be pruned to leave 5-7 buds per stem on single flowered (Hybrid Tea) roses, 7 buds per stem on multi flowered (Floribunda) roses and Shrub/Species roses must have all old wood removed to ground level.

### **Maintenance - Summer**

- 3.3.11 All damaged stakes, supporting frames and dead roses must be removed and replaced.
- 3.3.12 The Service Provider must irrigate beds evenly during dry periods, to ensure plants do not wilt. Care should be taken to avoid scorching of the plants and water damage to the soil structure and the plants themselves. A low pressure hose or similar should therefore be used. During hot weather this must be carried out in the early morning or evening, not during the day.
- 3.3.13 The Service Provider must remove all dead flowers and any suckers that develop. Suckers must be removed as close as possible to the base and must be cleanly cut. All rubbish and debris must then be disposed of.
- 3.3.14 During September any roses that are classed as ramblers must be pruned by drastically thinning the plant. This must be done by cutting out from the base about 2/3 of the long stems that were produced in the previous season.

### **Maintenance - Winter**

- 3.3.15 The roses must be pruned back to remove 1/3 of the previous season's growth. This does not apply to shrub, species, or climbing roses. Climbing roses must be thinned, cutting back any dead, diseased or damaged material and then removing the previous seasons flowering wood to within 2 buds of the established wood.
- 3.3.16 On unmulched beds rake through to clear all litter, leaves, debris etc. and remove to a suitable previously agreed tip.
- 3.3.17 All visible soil in unmulched rose beds must be forked through to a depth of between 50mm and 75mm. This operation must produce a fine level tilth without damaging the roots of the plants.
- 3.3.18 Prior to mulching, the Service Provider must ensure that soil contains a sufficiently high level of moisture, and if it does not the Service Provider must drench the beds with clean water to root depth.

## **M3NHF SCHEDULE: ESTATE SERVICES – SPECIFICATION – GROUNDS MAINTENANCE**

3.3.19 The Service Provider must apply a mulch of well rotted manure or similar material,. Half the number of beds are to be treated each year and the beds are to be treated in alternate years. The mulch must be applied at a depth of 100mm over the whole surface of the bed and must then be lightly worked into the surface of the soil.

### **Pruning**

3.3.20 The Service Provider must prune roses in accordance with good horticultural practice to provide an open balanced and attractive appearance.

3.3.21 Pruning must consist of:

- a) The removal of dead, diseased and dangerous branches or growth.
- b) The removal of all sucker growth and / or reversion.
- c) The removal of all branches or leaves which may obstruct: light to windows, footpaths, grass areas, other shrubs and plants and sight lines for vehicles.

3.3.22 Pruning for the health of the bush, and safety and/or comfort of Customers must be undertaken at any time of year as the need arises, or as directed by the Client's Representative. The Service Provider must include for all such operations within his tender.

3.3.23 Pruning to maximise the display of established roses must be effected not earlier than 15 March each year, and not later than 15 April each year. Pruning for effect must conform to recognised good horticultural practice for the type of rose being pruned, i.e

#### **.01 Hybrid Tea Bushes**

Moderate pruning - where stems are cut back to about half their length. Weaker than average stems must be reduced by more than this amount.

#### **.02 Floribunda Bushes**

One third of all shoots must be pruned to healthy wood approximately 150mm from ground level. Young shoots arising from close to the base of the bush must be topped back by one third of their first season of growth. The remaining shoots must be moderately pruned as for Hybrid Tea bushes.

#### **.03 Ramblers**

Pruning depends on variety, but generally lateral branches must be cut back to 75mm from main stems, together with some renewal pruning according to variety.

#### **.04 Climbers**

Remove withered shoot tips and exhausted wood together with cutting back of laterals to 75mm from main stems on those varieties recommended for this treatment.

#### **.05 Standards and Miniatures**

Specialised treatment in accordance with good horticultural practice.

## **M3NHF SCHEDULE: ESTATE SERVICES – SPECIFICATION – GROUNDS MAINTENANCE**

3.3.24 Pruning to establish the form of recently planted bushes must be effected not earlier than 31 March each year, and not later than 30 April each year. Formative pruning must conform to recognised good horticultural practise for the type of rose being pruned, i.e.

**.01 Hybrid Tea Bushes**

Prune hard to leave 3 to 4 healthy buds on stems 100 to 150mm tall.

**.02 Floribunda Bushes**

Prune hard to leave healthy buds on stems 150mm tall.

**.03 Ramblers**

Prune to leave healthy stems 300mm long.

**.04 Climbers**

Top back dead tips to stems.

**.05 Standards and Miniatures**

Specialised treatment in accordance with good horticultural practice.

### **Shrub Roses**

3.3.25 Shrub roses which flower on the previous year's growth must be pruned for shape as soon as flowering is over. To preserve flowers shrub roses must not be pruned between 15 March and 15 April of each year.

3.3.26 In addition to the pruning of established roses to maximise their display effect, the Service Provider must undertake formative pruning of all established roses as necessary, in order to maintain the shape and/or control the size of the shrub so that it is appropriate to its location.

### **Topping**

3.3.27 All roses must be topped not earlier than 30 September and not later than 30 October each year.

### **Dead Heading**

3.3.28 All appropriate roses must be dead headed to prevent the accumulation of dead flowers on the bush. Dead heading must be performed within 4 days of flower death. The Service Provider must not perform this operation on roses which are also grown for their display of berries.

### **Fertiliser Application**

3.3.29 The Service Provider must fertilise all locations and must ensure that all times nutrient levels are sufficiently high to support the optimum level of growth of all roses within that location.

3.3.30 At all times the correct balance of nutrients and the ph of the growing medium must be maintained to the entire satisfaction of the Client's Representative. If at any time nutrient deficiency, toxicity or incorrect ph of the growing medium results in chlorosis or discoloration of any kind, or the die back or death of any plant material, then the Service Provider must inform the Client's Representative immediately. It is the Service Provider's responsibility to correct any such chemical imbalance and the Service Provider must include for all such Works within his price. No extra payment will be considered for such Works.



## **M3NHF SCHEDULE: ESTATE SERVICES – SPECIFICATION – GROUNDS MAINTENANCE**

### **Treatment of Pests and Diseases**

- 3.3.31 Roses must be kept free of pests and diseases at all times. Treatment of pests and diseases means the measure to be taken by the Service Provider to prevent, control or eradicate and pest and / or disease that may attach the rose planted location.
- 3.3.32 Any application of chemicals for the treatment of pests and/or diseases must be in accordance with the regulations scheduled under this Specification.
- 3.3.33 The Service Provider must ensure that a suitable approved chemical is used for the treatment of any pest and/or disease and that the chemical will have no adverse effect upon roses. Full compliance with all appropriate legislation will be required.

### **Cultivation**

- 3.3.34 The Service Provider must ensure that exposed soil areas between roses are cultivated to a fine tilth at all times. Areas that have received a mulch dressing must have the mulch dressing maintained to a depth of 75mm.

### **Incorporation of Organic Matter (Optional)**

- 3.3.35 The Service Provider must apply and spread over the entire location a 50mm thick layer of an approved organic Material and incorporate it into the existing soil by cultivation. Organic matter must be incorporated annually in November but not during the periods of frost.
- 3.3.36 Incorporation of organic matter means the addition of an approved organic material to the surface of the shrub-bed and its subsequent incorporation into the soil to improve the quality of the soil.
- 3.3.37 Any organic matter used by the Service Provider must be of a type approved by the Client's Representative. Examples of suitable Materials would include: spent mushroom compost; well rotted leaf mould and well rotted farmyard manure provided that the latter contains no injurious weeds, weed seeds, pests or diseases.

### **Training**

- 3.3.38 Ramblers and climbers must be tied in to supports using a non-rotproof tying material, and in accordance with good horticultural practise. Tying in must be undertaken so that no growth remains untied for more than 450mm of its length.

### **Disposal of Arisings**

- 3.3.39 The Service Provider must dispose of all arisings resulting from Rose Bed Maintenance to a suitable previously agreed tip.

## **3.4 Heather Bed Maintenance**

### **Spring/Summer**

- 3.4.1 All beds shall be cleared of weeds every month between March 1st and October 31st equaling to some 8 visits.
- 3.4.2 Weeds shall be removed either by hand, hoe, fork or sprayed, care should be taken not to disturb the roots and avoid excessive treading of the bed surface. Any such treading that does occur shall be hoed out.
- 3.4.3 All arising's, litter and other debris shall be removed from the site.

## **M3NHF SCHEDULE: ESTATE SERVICES – SPECIFICATION – GROUNDS MAINTENANCE**

### **Litter Picking**

- 3.4.4 All beds are litter picked at each maintenance visit.

### **Autumn/Winter**

- 3.4.5 Forking — Beds shall be lightly cultivated to a depth of no more than 30 mm to 50 mm avoid damage to existing plants and any bulbs or corms that may be planted in the beds.

### **Grass Edges and Edging**

- 3.4.6 All edges and edging shall be completed according to Grass Cutting Specification

### **Light Clip**

- 3.4.7 Service Provider shall lightly clip the heathers in accordance with the individual species or cultivars' requirements.
- 3.4.8 Clipping shall normally be carried out all the year round immediately after flowering of individual species and consist of the removal of flowered shoots by the use of hand secateurs or hand shears only. Do not clip back into old wood.
- 3.4.9 Clipping shall be executed in accordance with good horticultural practices and shall be carried out to maintain a ground covering.
- 3.4.10 The Service Provider should seek guidance from the Client's Representative if they are unsure of pruning or any heathers, as incorrectly clipped heather will result in a default notice.

## **3.5 Herbaceous Bed/Border**

### **Maintenance - Spring**

- 3.5.1 The Service Provider must cut back all plants to the previous years growth, or to just above ground level to the crown of the plant as appropriate. All arisings must be disposed of.
- 3.5.2 The centre of three to four year old plants may become woody and cease to produce vigorous growth. Such plants should be dug up and the vigorous shoots removed and replanted, discarding the old sections.
- 3.5.3 After cutting down vegetation and planting, the Service Provider must lightly fork over the beds to a depth of 30mm to 50mm, to create a level soil profile, using a border fork.
- 3.5.4 The Service Provider must then evenly apply over the surface of each bed a granular general fertilizer at a rate of 50 grammes per square metre, taking care not to leave fertilizer on the plants. Application should be made by hand or hand held applicator.
- 3.5.5 Immediately after application of the fertilizer, the Service Provider must mulch each bed to a depth of 75mm by evenly applying well rotted compost or other approved organic material.

### **Maintenance - Summer**

- 3.5.6 The Service Provider must inspect all plants and thin out by removing all weak and spindly growth, depending on the species.
- 3.5.7 The Service Provider must supply, maintain and replace all plant staking material. Plants must be staked as necessary each year and must be supported by using one of the following types of staking material. The exact type of staking material must be selected according to the growth habitat of the plant.

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- a) **Twigging** - shoots of twiggy growth of Birch, Beech, Alder or similar. Suitable for plants of a bushy habit.
- b) **Bamboo** - suitable for taller plants such as Delphiniums, Verbascum and Eremurus. The flower spike must be well supported.
- c) **Chestnut** - a stouter stake for heavier plants such as Dahlias or Hollyhocks.
- d) **Wire Hoops and Grids** - suitable for most herbaceous perennials.
- e) **Netting** - using 100mm x 100mm Polythene Netting stretched across the border and fixed to suitable stakes at a height suited to the range and height of the plants and in such a manner that the net must be concealed before the flower buds appear.

3.5.8 The Service Provider must ensure that stakes are well concealed by the plant vegetation, that plants are firmly and adequate staked and tied and able to withstand a range of seasonal weather conditions. At each maintenance visit the Service Provider must check and adjust all ties, refirm all stakes and restake plants as necessary.

3.5.9 As blooms fade and die the Service Provider must remove dead blooms before seed set, with the exception of plants grown for their ornamental seed heads. The Service Provider must also remove damaged stems and plants as necessary and remove arisings from site.

3.5.10 The Service Provider must hoe the beds using a Dutch Hoe, removing all weeds, litter and other debris. All arisings are to be removed and disposed of.

3.5.11 The Service Provider must irrigate beds evenly during dry periods, to ensure plants do not wilt. Care should be taken to avoid scorching of the plants and water damage to the soil structure and the plants themselves. A low pressure hose or similar should therefore be used. During hot weather this must be carried out in the early morning or evening, not during the day.

### **Maintenance - Winter**

3.5.12 As the flowering season ends for each species of plant the Service Provider must remove stakes and supports.

3.5.13 In order to present a tidy appearance the Service Provider must remove straggly, damaged vegetation, taking care to leave sufficient vegetation to afford protection to the crowns of the plants from the worst of the winter weather.

3.5.14 The Service Provider must carefully lift and remove all herbaceous plants from one third of the area of the particular bed as instructed. A dressing of 75mm depth of good quality, well rotted manure or approved compost must be spread, and the area then double dug to ensure that the manure is well incorporated into the soil. A level soil profile must be maintained by treading, firming and raking prior to replanting of the herbaceous plants. This operation must be carried out over a three year cycle to ensure that the oldest plants are removed and replaced each year.

3.5.15 The Service Provider must carefully divide and split clumps of mature plants already lifted, where appropriate for the species. Examples include Aster, Erigeron, Bocconia, Campanula, Helianthus, Hemerocallis, Iris, Phlox, etc. These must then be replanted. The Client's Representative must supply the planting plan, and in the event that additional plants are required to complete the replanting, these must be supplied and planted at agreed rates.

3.5.16 After planting, the whole bed must be lightly forked to a depth of 30mm maintaining a level soil profile.

## **M3NHF SCHEDULE: ESTATE SERVICES – SPECIFICATION – GROUNDS MAINTENANCE**

### **3.6 Bulb Maintenance**

- 3.6.1 Foliage of bulbs and corms in grass areas shall be cut back with the mowing in accord with Section 2 Communal Grass Cutting. Arisings disposed to an approved recycling centre.
- 3.6.2 Foliage of bulbs and corms in beds shall be cut back as soon as the plant has died back after flowering.

## **M3NHF SCHEDULE: ESTATE SERVICES – SPECIFICATION – GROUNDS MAINTENANCE**

### **SECTION 4 - MAINTENANCE OF HEDGES**

#### **4.1 General**

- 4.1.1 All hedges are to be maintained to the shape required by the Client's Representative. This is one of the preferred shape profiles as defined by the Client's Representative. Hedges not designated as field hedges are maintained using profiles and lines to ensure the high quality finish required is delivered.
- 4.1.2 Hedge clipping refers to top, sides and ends as appropriate and average height. The Service Provider will at all times provide a stable hedge, should any hedges become vandalised or damaged by third parties. The Service Provider must contact the Client's Representative as soon as possible. Any growth, which represents a hazard or danger to the public, should be removed without delay.
- 4.1.3 There may be situations whereby hedges need to be maintained to a certain height for Customer privacy purposes and the Service Provider must consult with Customers and the Client's Representative where necessary and must comply with requirements on the approval of the Client's Representative.
- 4.1.4 The Service Provider must ensure that the current year's growth does not protrude more than 80mm outside the desired contour of the hedge at any time.
- 4.1.5 Hedges must be cut back to the desired contour and shape by shortening current year's growth to give an even finish. All visible sides of the hedges must be cut. The Service Provider must at all times provide a stable hedge. Hedges must remain impenetrable where applicable.
- 4.1.6 Special care must be taken to ensure no damage is caused to any service cables over or in the vicinity of the hedge and the Service Provider must be liable for any damage he causes thereto. The Service Provider is also responsible for ensuring their Staff's safety and so the appropriate precautions must be taken when working near overhead cables.
- 4.1.7 Obstructions caused to sight lines by hedges, even when maintained to this Specification, may require further treatment. Prune using hand saws and other tools to required dimensions. Subsequently maintain to new dimension.

#### **4.2 Cutting Equipment**

- 4.2.1 The Service Provider shall use sharp secateurs, hand shears or power hedge trimmers only as appropriate according to the type and location of the hedge, which shall be kept clean and sharp. Correct equipment and attachments must be used.
- 4.2.2 All cuts are clean and any ragged edges are removed using a sharp knife.
- 4.2.3 The Service Provider should note that poorly cut hedges including ragged cuts shall be subject to Default Notice.

#### **4.3 Method of Cutting**

- 4.3.1 In the case of any doubt as to cutting method and/or timing, the Service Provider will consult the Client's Representative for instruction prior to commencement of pruning.
- 4.3.2 Cutting shall be carried out in order to promote healthy growth, maintaining shape of hedge and encouraging desirable flowering growth and natural characteristics of species.
- 4.3.3 New and establishing hedges shall be trained and/or allowed to grow to the height, breadth and configuration specified by the Client's Representative. Thereafter, the specified maintenance regime is followed.
- 4.3.4 All clippings/arising, including any lodging in the top and side of the hedge are to be removed from site within the same working day.

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- 4.3.5 The hedge base line is to be raked to leave a tidy appearance, avoiding excessive disturbance of any mulch. Remove by hand/hoe any weeds from hedge base.
- 4.3.6 Should the Service Provider believe they have been asked to do anything, which, in their opinion is detrimental to the hedge or an obstruction to pedestrians or vehicles, they must notify the Client's Representative before commencement of work.
- 4.3.7 Wherever possible the Service Provider will avoid the bird-nesting season, generally May and June, and act in general in accordance with the Wildlife and Countryside Act 1981.
- 4.3.8 Informal hedges e.g. Berberis Stenophylla and large leaved species e.g. Prunus Laurocerasus must be pruned with secateurs to ensure the informal appearance is retained. Under no circumstances must shears be used.

### **4.4 Frequency**

- 4.4.1 The pruning/cutting is specified for each hedge as Medium

#### **Medium Frequency (M/F) — three cuts March, July and October**

### **4.5 Litter Picking**

- 4.5.1 During hedge maintenance, all litter lodged in or under the base of the hedge is removed.

### **4.6 Large or Field Type Hedging**

- 4.6.1 Hedges, in some instances can be maintained by tractor mounted cutting equipment (e.g. flail arm). All machinery is approved by the Client's Representative before use. When cutting highway hedges of any type, particular account of the following must be taken:
- a) The Service Provider must comply with all Road Traffic Regulations and any other current legislation.
  - b) The Service Provider's operators must wear fluorescent jackets which conform to the latest BS EN 471 for High Visibility Warning Clothing, at all times.
  - c) Unless otherwise stated, Work must only be carried out during daylight hours as stipulated in the Contract Conditions.
  - d) The Service Provider must liaise with the Police and the Highway Authority to ensure that all aspects of the Work are legally acceptable.
  - e) In certain situations traffic lights or other beacons may need to be provided.

- 4.6.2 When working on the highway all arisings must be removed as the Work proceeds.

### **4.7 Hedge bases**

- 4.7.1 The Service Provider is required to leave the base of the hedge clean, tidy, litter and weed free on every occasion that the hedge is cut.
- 4.7.2 In Autumn the soil at the base of the hedge is to be forked lightly to a depth of 75mm.
- 4.7.3 The Service Provider's Prices for hedge cutting quoted covers this aspect of work, as no extra costs are paid to the Service Provider for any excess clearing work required to hedge bases, regardless of any extra works necessary.

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- 4.7.4 Where hedge bases or other associated items in hedge maintenance meet grass, the Service Provider must leave this edge neat, vertical and tidy. The Service Provider's Price for hedge cutting covers this aspect of work.
- 4.7.5 Weed control must generally be undertaken in accordance with the provisions of Section 3 – Shubbery and Herbaceous Border Maintenance
- 4.8 **New Hedges**
- 4.8.1 Additional care is taken with the maintenance of new planting. The Client's Representative will advise the Service Provider accordingly.
- 4.9 **Maintenance and Repairs**
- 4.9.1 Damaged, dead and missing plants that create gaps in the hedge line shall be replaced with new plants.
- 4.10 **Planting**
- 4.10.1 Plants shall be located in line of hedge in strict compliance with the schedules and plans for each hedge.
- 4.10.2 Planting holes shall be dug to a size and depth able to accommodate the root spread and to set the plant at its nursery planting depth. Plants shall be firmed in by heeling.
- 4.10.3 New hedge plants shall be adequately supported and protected against animal attack.
- 4.10.4 Plants shall be thoroughly watered in to root depth. Debris, plant boxes and containers shall be collected and removed from site or disposed to tip immediately planting is completed.
- 4.11 **Growth Retardants**
- 4.11.1 No growth retardant must be applied at any time during the Contract Period, without the written permission of the Client's Representative.
- 4.11.2 It must not be normal practise for the growth retardants to be used within this Contract.
- 4.12 **Safety**
- 4.12.1 The Service Provider must ensure that machinery is fully guarded and properly maintained so as to present no danger to any person or persons in the vicinity of Work.

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### SECTION 5 - TREE MAINTENANCE

#### 5.1 Maintenance of Trees - General

- 5.1.1 The Works must be carried out in accordance with this Specification. The Client's Representative is at liberty to require the Service Provider to carry out additional Works under the Contract Conditions at Contract Rates and/or where the Client's Representative does not consider the former to be applicable by negotiation or by quotation/tender. The Service Provider or his approved subcontractor are to have accreditation from the Arboricultural Association.
- 5.1.2 The Service Provider must undertake annually undertake such routine tree maintenance that can be undertaken as a matter of routine i.e. work up to normal hand height ( $\pm 2m$ ) and must comprise such items as removal of epicormic and basal growth, pruning, re-staking/tying etc. Works required above normal head height ( $\pm 2m$ ) shall be undertaken when Instructed by the Client's Representative as Responsive Tasks.
- 5.1.3 Tree Works such as Crown Lifting, Crown Reduction, Pollarding, Felling and the like must, if required to be carried out, be the subject of an Instruction from the Client's Representative and, where applicable, the following clauses must apply in the event of the issue of such Instructions.
- 5.1.4 **Identification**
- a) The Service Provider must exercise great care to ensure that only the denoted trees are maintained. Should there be any doubt whatsoever, the Service Provider must seek clarification from the Client's Representative before proceeding.
  - b) The Service Provider must work methodically and systematically through each area, making appropriate arrangements for the movement of parked vehicles and other obstructions in advance of the commencement of Work.
  - c) Adequate precautions must be taken to ensure the safety of Customers and the general public using the public highway and open spaces.
- 5.1.5 Any member of the public making enquiries to the Service Provider regarding any aspect of the Work being undertaken must be politely referred to the Client's Representative.
- 5.1.6 Unless otherwise stated all Works to be carried out must be to a minimum of the latest edition of BS 3998 and the latest Forest Industry Safety Guides (FISA).
- 5.1.7 The Service Provider must provide traffic safety control in accordance with the relevant Clauses of the latest Section 8 in the Traffic Signs Manual (HMSO - DOT).
- 5.1.8 It shall be the responsibility of the Service Provider to ensure that the proposed works do not contravene the wildlife legislation including but not limited to the ***Wildlife and Countryside Act 1981, Countryside and Rights of Way Act 2000*** and ***The Conservation (Natural Habitats &c.) Regulations 1994***, including any subsequent statutory amendments or modifications. Copies of relevant permissions acquired by the Service Provider prior to the commencement of the Works must be provided to the Client's Representative prior to carrying out such Works.
- 5.1.9 It shall also be the responsibility of the Service Provider to ascertain from the relevant Planning Department of the Local Authority that the proposed Works do not conflict with existing legislative controls, such as Tree Preservation Orders, Conservation Area or Listed Building regulations or covenants or conditions upon any Planning Permission and to obtain the relevant consent under such provisions if required. Regard must be had, firstly, to any special controls which may exist consequent upon the impact, location and/or proximity of an historic garden or any association with a listed building and, secondly, to any regulations, controls or restrictions that may exist with regard to a particular genus or species, or to the environment generally.



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5.1.10 The Contractor shall comply with and give all notices required by any statutory requirements whether those statutory requirements affect the execution of the works or otherwise, and shall pay all fees and charges in respect of the Works legally recoverable from him. If the Service Provider finds any divergence between any statutory requirements and any instruction of the Client's Representative, the Service Provider shall give the Client's Representative a notice specifying the divergence.

### **5.1.11 Co-Ordination**

- a) The Service Provider must organise his Work programme in an efficient and safe manner to minimise any disruption to the public. With regards to this, the Service Provider must arrange for all wood, including any lengths of trunks, to be removed immediately it becomes available.
- b) The Service Provider must not allow the Work to progress in such a way that it over-extends available resources and in so doing reduces safety, effective supervision or site clearance operations and/or increases disruption or inconvenience to Customers and the general public.
- c) Where tree stumps, materials, tools or equipment (including plant) are left on site they must be left safe and secure.

5.1.12 The Service Provider must satisfy himself about the general circumstances at each Property in relation to the Works to be undertaken.

5.1.13 Notwithstanding any information which the Client's Representative may make available to the Service Provider, either verbally or by the production of record plans purporting to show the position of existing public or private utilities (i.e. gas, electricity, water, telephone or cable television), it is the responsibility of the Service Provider to satisfy himself by his own independent actions as to any omissions from or the accuracy or otherwise of the information provided insofar as it affects the Property where the Service Provider is or may be working.

5.1.14 The Service Provider must at all times during the Contract period employ sufficient Staff of sufficient abilities and skills (including the methods and techniques required by the hazards likely to be encountered and methods of preventing accidents) for the proper performance of the Services. The Service Provider shall comply with the requirements of **Section 12 – Staff Training and Experience**.

### **5.1.15 Disposal of Material**

The Service Provider is to make all necessary arrangements for removing off site and disposing of all timber, cord-wood and other debris generated as part of the Contract. Each Property is to be left in a clean and tidy condition.

The Service Provider must reflect in his tendered Rates the value of the timber from the trees to be felled and the value of any bark or wood chip produced.

### **5.1.16 Climbing Inspections**

'Climbing Inspections' may be required by the Client's Representative. When so Instructed the Service Provider must arrange for a climbing inspection of the tree (or trees) to be carried out by a competent tree surgeon to ensure that the tree or trees are reasonably safe, stable, healthy and free from any major defects. The Service Provider's attention is drawn to Section General, clause 1.1.6 requesting two operatives, both qualified for climbing, to be in attendance for such inspections.

On completion of the inspection, the Service Provider must submit a detailed report (including any photographs) of his observations, indicating suitable treatments, if the tree is found to be unsafe for any reason.

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In the event that the Service Provider considers that the Work Instructed by the Client's Representative is insufficient to render the tree or trees reasonably safe, the Service Provider should contact the Client's Representative to agree any variation in the Work and its cost.

Climbing Inspections, when so Instructed by the Client's Representative, will be reimbursed to the Service Provider at the Contract Rates.

**YOUNG TREES** - Defined as those that have a stem circumference at 1m from the ground of less than 10cm or a maximum height of less than 5m, or less than 5 years age.

### **5.2.1 Attention to Stakes/Ties**

The Service Provider must check all stakes and ties for security and to ensure that the tree is not being 'strangled' by the tie.

Any tie that is damaged or tight must be replaced. Any stake that is damaged, loose or rotten must be replaced with the existing stake being completely removed, leaving no portion within the ground. Stakes must also be removed completely from any established trees no longer requiring support. All Work on stakes and ties must be undertaken in accordance with the Specification for Tree Planting. Any dead tree must be removed. This Work must be carried out regularly throughout the year as a part of TREES - Maintain.

The Service Provider must prevent the stake from causing physical damage to the tree by ensuring that all ties are correctly positioned, and no greater than 50m from the top of the stake at any time.

If the stake is removed this may cause the tree to become unstable, effectively making the tree 'stakebound'. In this case, upon an Instruction from the Client's Representative, the Service Provider must reduce the length of the stake to 600mm above ground level and attach a new tie at the reduced height. This will support the tree roots whilst enabling the stem and crown to move freely, thus increasing the stem girth. After an appropriate length of time, and at the Instruction of the Client's Representative, this small stake must then be removed by the Service Provider. The Service Provider must allow in his tender for all the above Works.

### **5.2.2 Formative Pruning**

Pruning means the careful, selective removal of various unwanted sections of the tree.

Feathering means the cutting back of side shoots to the main stem.

The Service Provider must carry out corrective and formative pruning to remove competing leaders and undesirable branch structures in order to produce trees of the desired form. This Work must influence the eventual shape and form of the trees in maturity. On completion of this Work the trees must exhibit a balanced and even character in keeping with the species and varieties concerned. This Work must be carried out in the Spring in order to promote rapid healing of the pruning wounds and to avoid 'bleeding' of susceptible species such as Maples, Birch and Hornbeam.

Pruning must be carried out using appropriate, correctly set and sharp tools that provide a clean cut. All cuts must be made sloping away from an outwardly facing healthy bud. Any ragged edges of bark or wood must be trimmed off using a sharp knife.

The Service Provider must ensure that the crown of the tree is open, balanced and true to form for that variety at all times.

All young trees must be feathered when required except when a specific variety or cultivator requires the side shoots to remain in order to keep the tree true to type.

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### **5.2.3 Removal of Suckers and Epicormic Growth**

The Service Provider must remove all suckers and/or epicormic shoots from roots, main stem, as necessary. All cuts must be made level with the source stem or root. On completion of this Work the trees must exhibit a clean and tidy appearance.

### **5.2.4 Weed Control/Mulch and Fertilizer**

Trees situated in grass areas must normally have maintained tree wells and the Service Provider must remove weeds/vegetation by hand weeding or hoeing. In less formal locations the Service Provider must remove any weeds/vegetation which may be growing in the soil of any planting pits and this may be accomplished by hand weeding or by application of an approved chemical (see sub-section 13.11.2) by prior consent of the Client's Representative or a combination of those treatments depending on the nature and severity of the weed/vegetation growth. Immediately following weed control a general fertilizer must be lightly forked in. In formal locations Bark Mulch/wood chip must be applied around the base of the trees to a depth of 50mm using suitably composted coarsely shredded conifer bark. This Work must be carried out in the Spring.

On those areas where chemical weed eradication is permitted, the Service Provider must, in general, use a contact herbicide for the control of weed growth. If the Service Provider proposes to use a translocated herbicide, he must inform the Client's Representative and receive written authority before proceeding. The Service Provider must not use a translocated herbicide, if he has not received written authorisation, for its use on that location.

### **5.2.5 Treatment of Pest and Disease**

If the Service Provider discovers an infestation of pest or disease he must inform the Client's Representative within 1 working day and, upon Instruction from the Client's Representative, the Service Provider must apply the appropriate control method.

Any application of chemicals for the treatment of pests and / or diseases, must be in accordance with the regulations scheduled in this Specification.

### **5.2.6 Irrigation**

All young trees must be irrigated if necessary so that the leaves are fully turgid at all times.

### **5.2.7 Disposal of Waste**

All waste from Works to young trees must be disposed of off site to a recognised and approved place of disposal.

### **5.2.8 Avoidance of Damage to Tree Bases**

Care must be taken at all times to avoid causing damage to tree bases through the use of mowing machines, strimmers, etc. To assist this, the bases of all trees are to be kept free of vegetation by a margin of 250mm around the tree base using either handweeding or chemical control.

The use of chemicals for the eradication of weeds must be in accordance with the latest:

- a) The Agriculture (Poisonous Substances) Regulations
- b) The Control of Pesticides Regulations (1986) (COPR) as amended 1997
- c) The Control of Substances Hazardous to Health Regulations (2002) (COSHH)
- d) The Environmental Protection Act (1990) (EPA)
- e) The Health and Safety at Work etc. Act (1974)
- f) The Water Act (2014)

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If, in the opinion of the Client's Representative, any Staff are working in contravention of the above regulations, the Staff member must cease working immediately upon the Instruction of the Client's Representative.

Work must not resume until such time as the Client's Representative is satisfied that full compliance with the above regulations has been put into effect the Service Provider.

The Service Provider must not use any residual weed killer for the control of weed growth unless written permission has been received from the Client's Representative. Such permission will only be given where the Client's Representative can be certain that:

- a) The planting is long established, and
- b) No recent, new or additional planting has taken place or is proposed for the area, and
- c) There is no danger of a build-up of residual herbicides.

In general, therefore, the use of residual herbicides will not be allowed.

### **SEMI MATURE AND MATURE TREES**

**Mature** - Defined as those that have exceeded 5m in height or 16cm in stem circumference at 5m. height or more than 25 years old. Normally the Service Provider will not be required to carry out any Works on such trees, other than those shown below and which would be the subject of an Instruction from the Client's Representative.

**Semi-Mature** – Defined as those that are between 5 and 25 years old.

#### **5.3 General**

Work specified in this section must be carried out in accordance with the latest BS 4428 Code of Practice for General Landscape Operations and BS 3998 Recommendations for Tree Works.

The Service Provider must ensure that Work to trees is carried out by competent personnel who are registered chain saw users. During works that require an element of climbing, a ratio of one climber per groundsman (who must also be qualified for climbing) must not be exceeded. At no time must this Work be carried out by an operative alone. Unless previously agreed with the Client's Representative, the use of climbing irons must not be permitted when climbing trees.

Work to trees must not be undertaken before 08.30 hours or after 17.00 hours Monday to Friday, or before 09.00 hours or after 13.00 hours on Saturdays. Work must not be undertaken on Sundays or Public Holidays or outside specified hours unless being carried out on an emergency basis under Instruction from the Client's Representative.

Work to trees affecting highways including felling, main branch pruning and the like must be carried out on Sunday between 09.00 hrs and 13.00 hrs unless otherwise Instructed by the Client's Representative.

Unless otherwise stated, for the purpose of categorising tree sizes, the measurement must be taken in millimetres diameter at breast height (1.5m).

### **Suspected Decay and Possible Danger**

Whilst the Service Provider is carrying out any Works to trees, any substantial pockets of decay or suspected unsoundness observed in any tree must be notified to the Client's Representative together with recommendations for any corrective action.

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### Safety

Where chainsaws and similar equipment are being used, the Service Provider must provide the following minimum safety equipment for the use by the operator(s).

- Safety boots (with protective guarding at front vamp and foot)
- Leg Protection (chain arresting material on front and rear of leg)
- Chainsaw mitts or gloves (chainsaw resistant material guarding the back of the left hand)
- Safety helmet
- Eye Protection (visor or goggles)
- Ear defenders
- Non-Snag outer clothing

Chainsaws must be used and maintained in accordance with the latest Forestry Industry Safety Accord safety guide leaflet FISA 302 Basic chainsaw felling and manual takedown. Training in the use of chainsaws must comply with the standards laid down by the Health and Safety Inspectorate.

Tree felling, thinning, coppicing and scrub clearance Works are to be carried out in accordance with the latest 'Farm and estate forestry operations Agricultural Safety Leaflet (No AS 15 (rev))' available from the Health and Safety Executive.

### Emergency Work

Within two hours of receipt of Instruction from the Client's Representative, the Service Provider must clear any fallen tree or branch.

#### 5.4 Tree Pruning and Surgery

##### 5.4.1 Superficial Bark Wounds

The Service Provider must carry out repairs to superficial bark wounds and other minor defects on trees included in this Contract and must allow for such Work in the prices quoted. The Service Provider is not expected to allow for work involving repairs to any major defects and if any such defects become apparent before or during the course of the Works, they should be reported to the Client's Representative immediately.

##### 5.4.2 Tree Appearance

All pruning operations must take into account the natural and aesthetic appearance of the tree as far as possible e.g. by removing any dead and defective branches, or low branches over footpaths and carriageways.

The management of the tree as an aesthetic landscape feature for an ornamental objective shall be generally be undertaken following the principles of good arboriculture practice as stated in ***Arboricultural Advisory Information Service Arboriculture Research Note 48, Definition of the Best Pruning Position.***

##### 5.4.3 Pruning Aerial Growth for Ecological Reasons

The retention or development of the tree as a natural habitat is a legitimate tree management objective, as is as the management of the tree as an aesthetic landscape feature for an ornamental objective.

The pruning of aerial growth in a conservation project or for ecological reasons should prioritise the retention of habitat opportunities such as stubs, decay pockets, split branches and dead wood.

Where such features are considered to be a hazard and a health and safety risk then the appropriate control measure shall be sensitive reduction work to retain the feature, and the ecological interest, rather than completely removing the entire stub, branch, stem or tree.

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### **5.4.4. Conservation Pruning Techniques**

Conservation pruning techniques may be specified to prioritise the retention of habitat opportunities within trees where branches are reduced to retain splits and cavities that could be used by wildlife, such as bats.

Such techniques seek to create new habitat opportunities and encourage the creation of decay pockets within living trees.

#### **coronet cuts**

the cut end of a reduced branch or a large stub that may be creatively cut into a coronet, a man-made wound so-called because it resembles the appearance of a coronet whilst it approximates to the appearance of a naturally fractured broken end. The siting of the cut is generally around a distance of five times the diameter of the branch from the branch union.

#### **destructive pruning**

may be used to create habitat in trees as part of a conservation project and involve techniques that will result in the creation of decay within the trunks and main branch structure of trees.

#### **natural fracture pruning**

pruning techniques that mimic the natural branch loss that would occur following storm events, small diameter branches may be partially cut through from above and then ripped off, by hand, from within the crown or by rope from ground level, seeking to leave a split or fractured branch end, and exposed heartwood, that may or may not be associated with an existing growing point.

#### **retrenchment pruning**

the techniques that mimic the natural processes of aging whilst extending tree viability and retaining habitat features. The techniques seek to reduce the potential for a tree to collapse under its own weight due to excessive end weight on long or weakly attached limbs over a long period of time. Reduction in height, and weight, encourages the development of adventitious growth and the formation of a lower or secondary crown.

#### **veteranisation**

pruning techniques intended to prematurely 'age' a tree in a controlled and targeted manner to initiate the creation of habitat or stimulate the formation of a secondary crown

It would be inappropriate to utilise conservation pruning techniques, or to seek to retain dying trees, within a high risk setting such as a street.

### **5.4.5 Pruning Cuts**

All final pruning cuts must be made outside the branch bark ridge and branch collar leaving these two areas of tissue undamaged. The aim is to leave a neat, circular or elliptical wound as recommended in Arboriculture Research Note 48/83/PATHS, in title 'A Definition of the Best Pruning Position' issued by the Arboricultural Advisory and Information Service which has superseded the method detailed in BS 3998. The resulting pruning wound must not be treated with any form of wound paint or sealant.

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### **5.4.6 Removal of Dead Wood**

Unless otherwise specified, this refers to the removal of dead, diseased and dying branch wood and broken stumps, throughout the crown. Final cuts are to be made into living wood where possible. Three categories of dead wooding may be instructed.

#### **complete dead wooding**

the removal of dead, dying or diseased wood, broken branches and stubs left from previous tree pruning operations, provided such material exceeds 10mm in diameter or 100mm in length.

#### **major dead wooding**

the removal of wood either over 50mm in diameter or over 200mm long, be that wood dead, dying or diseased branch wood, broken branches or stubs left from previous tree pruning operations

#### **stabilisation dead wooding**

dead wood to be broken off by hand or by being struck with stick or be partly sawn through and broken off. A throw line may also be used to break off the ends of branches, in order to retain as much aerial dead wood as possible to maintain the habitat value.

### **5.4.7 Sterilisation of Equipment**

All tools must be sterilised after contact with diseased areas of each tree, or where disease is suspected, to prevent spread of infection.

### **5.5 Pruning Operations**

#### **General**

Tree pruning must be carried out by the Service Provider on the Instruction of the Client's Representative, special care must be exercised with Birch, Sycamore and Maple which will bleed profusely if pruned between early February and late June. Walnuts must be pruned only when in full leaf. Any kind of Prunus must be pruned in May or June, after flowering.

In carrying out the pruning of damaged branches, the broken branch must be removed to its point of origin. The cutting of the branch must not exceed the 'branch collar' if taken off at a main limb. In carrying out the pruning operation, the triple cut method must be used and the final wound must be left smooth and free of snags.

#### **5.5.1 Formative Pruning**

The Service Provider must carry out corrective and formative pruning to remove competing leaders and undesirable branch structures in order to produce trees of the desired form. This Work must influence the eventual shape and form of the trees in maturity. On completion of this Work the trees must exhibit a balanced and even character in keeping with the species and varieties concerned.

#### **5.5.2 Removal of Suckers and Epicormic Growth**

The Service Provider must remove all suckers and/or epicormic shoots from roots, root buttresses, bole, main stem, forks, major and secondary limbs up to a height of 4m. All cuts must be made level with the source stem or root. On completion of this Work the trees must exhibit a clean and tidy appearance with an uncluttered crown interior.

#### **5.5.3 Crown Cleaning**

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In addition to removing dead, dying, damaged or diseased wood the Service Provider must clear the inner crown of crossing, rubbing or unwanted branches causing congestion.

### **5.5.4 Crown Lifting and Shaping**

The Service Provider, must, if Instructed, remove complete limb's and/or small branches as appropriate to increase the clearance between ground level and the lower branches of relevant trees whilst maintaining balanced, well shaped crowns in keeping with the species and varieties concerned. On mature trees a minimum clearance of 5.5m above a carriageway level is required. The young and semi-mature trees with crowns lower than this limit must receive sensitive pruning of lateral branches where necessary, particularly on any carriageway side, to maintain an unobstructed passage for vehicles. This pruning must be carried out in such a way as to retain acceptable crown shapes and branch structures conducive to the future growth and development of the trees.

### **5.5.5 Crown Thin**

The Service Provider must, if instructed, remove a proportion of secondary and small live branch growth throughout the crown, to produce an even density of foliage around a well spaced and balanced branch structure as far as possible. Crossing, weak, duplicated and damaged branches must be removed where this must not spoil the overall shape.

### **5.5.6 Crown Reduction**

The Service Provider must, if Instructed, reduce the height and spread of relevant trees by cutting each branch back to a side bud or branch to leave a flowing line without stumps. Following this work the trees must exhibit a well balanced and even crown, characteristic of the species or variety concerned. In order to achieve a satisfactory finish the Service Provider must be expected to incorporate a degree of crown lifting and thinning, as appropriate on each tree being reduced.

### **5.5.7 Pollarding (Extensive Crown Reduction to previously pollarded trees)**

The Service Provider must, if Instructed, remove all top growth by cutting each branch back to a previously cut position on established wood to leave a well balanced crown of secondary stems with large knobs of wound wood growth. Generally undertaken on Poplar species every 2 to 3 years.

### **5.5.8 Removal of Ivy/Climbers**

The Service Provider must remove all Ivy and other unwanted climbing plants, such as Clematis vitalea, that are found clinging to the main stem, forks, major and secondary limbs up to a height of 3m. All cuts must be made level with the source stem. On completion of this Work the trunk of the tree must exhibit a clean and tidy appearance.

## **5.6 Tree Surgery**

### **5.6.1 Cable Bracing**

This involves the installation of BSI approved steel cables or equivalents as available, if recommended by the Service Provider following a tree survey or inspection, to provide additional support for parts of the tree at risk from breakage. Cables must be fixed to eye bolts or lag screws and secured around appropriate thimbles by bulldog grips or other approved fixings. The anticipated number and size of cables together with the means of securing them must be specified in the schedule of Work. Normally no eyebolt/lag screw must support more than one cable. Installation must be aimed at sharing the stress of weak points by counterbalancing across the crown at suitable positions on the main stem and branches. Cable bracing shall only be undertaken on Instruction of the Client's Representative.

### **5.6.2 Repair of Bark Wounds**

Uncalloused bark wounds are to be pared back to undamaged live tissue.



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### **5.6.3 Restoration**

This consists of the careful treatment of otherwise healthy trees which have been damaged by gales, vandalism or vehicle impact. Work must include the removal of damaged wood, thinning of new shoots on sound wood and the encouragement of new leading shoots where appropriate in order to restore the trees natural shape.

### **5.6.4 Root Pruning**

This must normally only be carried out where roots of individual trees have been damaged, are raising footways or where root action has been implicated in an insurance claim. Individual trees to be root pruned must be identified separately on a schedule of Work. The extent of root pruning must be agreed on site with the Client's Representative in each case. Final cuts must be made cleanly into sound tissue. Other operations may be specified in this category. The timetabling of such operations, extent of Work and individual Rates must be agreed with the Client's Representative.

### **5.7 Tree Felling**

5.7.1 Depending upon individual circumstances trees must be felled or taken down in sections, using sound arboricultural techniques and equipment suitable for the work.

5.7.2 All trees to be felled must be marked on the tree with paint, or on a plan by the Client's Representative. Unless otherwise stated all trees are to be cut to ground level.

5.7.3 Trees may require complete removal including the extraction of the stump.

5.7.4 The trees must be felled in sections using ropes where necessary in order to minimise any damage to the surrounding area.

5.7.5 Special care must be needed to avoid damage to underground and overground services, and also footpaths and adjacent property.

5.7.6 Where a tree is multi stemmed or has forked near to ground level, only one of the main trunks or branches may be marked with paint, but the total tree is to be felled, unless otherwise Instructed by the Client's Representative.

5.7.7 Trees for felling must be classified as follows:

- a) Up to 10 metres high;
- b) Up to 20 metres high;
- c) Over 20 metres high.

### **5.8 Tree Stump Removal**

5.8.1 Trees which are to be felled and their stumps removed must be cut 1.5m above ground level if it is intended to complete the stump removal at a later date and not carry it out in a single operation together with the felling. Any buttress or surface roots, or suckers arising from, or near, the base of the main trunk, must be included as part of the main trunk and removed as specified in the stump removal operation. The area must be left clean, safe and tidy, any damage caused to surrounding areas must be reinstated at the Service Provider's expense and to the Client's Representative's satisfaction.

5.8.2 Where required the Service Provider must completely remove stumps by hand digging.

5.8.3 Grass areas are to be reinstated upon removal of the felled tree's stump. The area must be excavated and all tree roots and other extraneous matter removed and disposed of. The area must be backfilled with good quality top soil and turfed. The turf must be laid to a uniform level and married into the existing turf levels. The Service Provider must revisit the Property after six months and make good any settlement by removing the turf, topping up with top soil and returning.

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5.8.4 Where stumps are removed from hard surfaced areas, i.e. paved or tarmacadam, the excavated area must be backfilled with a suitable compactable material and well consolidated. The area must be left clean, safe and tidy.

5.8.5 Stumps for removal must be classified as follows:

- a) Up to 30cm diameter;
- b) From 30cm up to 60cm diameter;
- c) Over 60cm diameter.

### **5.9 Stump Grinding**

5.9.1 Trees which are to be felled and their stumps ground, must be cut flush with ground level. Any buttress or surface roots, or suckers arising from, or near, the base of the main trunk, must be included as part of the main trunk and removed as specified in the stump removal operation. The area must be left clean, safe and tidy, any damage caused to surrounding areas must be reinstated at the Service Provider's expense.

5.9.2 Stumps must be ground down to 150mm below the surrounding ground level.

5.9.3 Grass areas are to be reinstated after the grinding operation. The area must be excavated and all stump chippings, tree roots and other extraneous matter is to be removed and disposed of. The area must be backfilled with good quality top soil and turfed. The turf must be laid to a uniform level and married into the existing turf levels. The Service Provider must revisit the site after six months and make good any settlement by removing the turf, topping up with top soil and returfing.

Where stumps are ground out from hard surfaced areas, i.e. paved or tarmacadam, the excavated area must be backfilled with a suitable compactable material and well consolidated. The area must be left clean, safe and tidy.

5.9.4 Stumps for grinding must be classified as follows:

- a) Up to 30cm diameter;
- b) From 30cm up to 60cm diameter;
- c) Over 60cm diameter.

### **5.10 Stump Killing**

5.10.1 Where stumps are to be killed, an approved herbicide must be used as recommended in BS 3998. Stumps must be cut with saw or drilled as specified by the herbicide instructions. Any stump not exhibiting the correct saw or bore marks must be deemed to have not been killed in accordance with the Specification.

5.10.2 Stumps for killing must be classified as follows:

- a) Up to 30cm diameter;
- b) From 30cm up to 60cm diameter;
- c) Over 60cm diameter.

### **5.11 Treatment of Stumps and Roots**

5.11.1 Treatment of stumps and roots must ensure that the root system dies and no shoot or sucker growth appears after the chemical has been applied.

5.11.2 Certain species of tree, e.g, Acer Cappodocium Populus Canescens, must be treated prior to felling in order to ensure a thorough distribution of herbicide and prevent widespread suckering. This must be undertaken between February and August and at least two month prior to felling.

5.11.3 Pre-felling herbicide must be applied through slits or holes cut into the sapwood up to 1 metre above the ground, in spiral arrangement, without making the tree unstable, and at 45 degrees to the ground to prevent run out.

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5.11.4 Post-fell herbicide must be applied through slits or holes cut into the sapwood round the full circumference of the stump.

5.11.5 Ammonium Suphamate or other approved chemical must be used to kill stumps. No transfer of herbicide must take place through common root systems, root grafts or by any other means to adjacent tree or plants. Herbicides must be applied according to manufacturer's instructions and the slits and holes plugged with clay or similar substance, all to the approval of the Client's Representative.

### **5.12 Limb/Branch Removal**

5.12.1 Removal of limbs and branches must, in all cases, include the retention of the 'branch bark ridge' as defined in Arboricultural Research Note 48 issued by the Arboricultural Advisory and Information Service.

### **5.13 Site Safety**

5.13.1 The Service Provider must supply and erect all necessary warning and direction notices, cones, barriers and tapes in order to exclude members of the public from the working zone. The working zone must be appropriate to ensure that the tree and all equipment used remain within it.

5.13.2 Where Works are being carried out on the public highway, the Service Provider must make arrangements, as may be necessary, with the Police, and ensure that requirements of the 'Traffic Signs Regulations and General Conditions 2016' and subsequent amendments, are adhered to, along with the requirements of Chapter 8 of the 'Traffic Signs Manual' and subsequent amendments.

### **5.14 Tree Re-inspections following Storms**

5.14.1 Following incidences of high winds, storms and the like, the Service Provider will be required to re-visit any Property where tree(s) have been identified as being "at risk" to establish if the respective tree(s) remain "at risk" or whether urgent/immediate action is required in order to "make safe". The Service Provider has to be proactive in identifying the necessity for such re-visits and is to seek immediate confirmation that such re-visits are to proceed and obtain from the Client's Representative an appropriate Instruction to proceed.

The Service Provider will be reimbursed for re-visits as above in accordance with tendered Rates or the Schedule of Rates as applicable.

### **5.15 Arisings from Arboricultural Works**

5.15.1 All arisings from Works associated with arboriculture must be disposed of by the Service Provider at the end of each working day to the Service Provider's own off-site tip. On completion of each day's Work the whole area must be left in a clean and tidy condition to the entire satisfaction of the Client's Representative.

### **5.16 Woodland Copse Maintenance - General**

5.16.1 The Service Provider shall on six occasions per annum remove all litter and debris from the site.

5.16.2 The work shall be carried out during the 2nd week of each of the following months, March, July, October and January unless otherwise directed by the Service Client's Representative.

5.16.3 The Service Provider shall notify the Client's Representative of any evidence of regular illegal dumping.

### **5.17 Woodland Copse Maintenance - Pathways**

5.17.1 Pathways through or bordering on copse areas shall have a 1 metre strip either side of the pathway strimmed or rotary mown commencing in March and be at evenly spaced intervals throughout the

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year to maintain a height of grass/vegetation of between 150-200 mm. At no time throughout the year shall the grass/vegetation exceed 200 mm. Care should be taken that no damage to trees in the meter width occurs. Trees and shrubs is cut back to ensure a height over footpaths of 2.0 metres is kept clear.

### **5.18 Woodland Copse Maintenance - Grass Areas**

- 5.18.1 Other areas within a copse as indicated by the Client's Representative shall be cut on 2 occasions per year down to a height of 15 cm in June and October.
- 5.18.2 The Service Provider during the Agreement period of maintenance shall inform the Client's Representative immediately of any vandalism, damage or potentially dangerous trees that may require attention

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### **SECTION 6 - MAINTENANCE OF DITCHES AND DRAINAGE CHANNELS**

#### **6.1 General**

- 23.1.1 All ditches and drainage channels must be checked during the fourth week of each month to ensure the free flow of water; any major obstacles must be removed and disposed of. Minor objects that are likely to cause a build-up of debris and obstruct the flow of water must be removed and disposed of at the end of each working day. Such arisings must be taken to the Service Provider's suitable approved tip.

#### **6.2 Strimming Maintenance**

- 6.2.1 Ditches and drainage channels must be strimmed either once, twice or three times per annum. One cut must occur in November, two cuts must be April and November respectively, three cuts must occur April, July, November respectively and all arisings removed from site on each occasion strimming is carried out.

All obstructions litter and debris must be removed to ensure the free flow of water and disposed of to the Service Provider's approved tip.

#### **6.3 Ditch/Drainage Channel**

- 6.3.1 The detritus at the bottom of the ditch or channel must be dug out annually during the Contract Period. This Work must be completed during November in the Contract years, or as determined by the Client's Representative.
- 6.3.2 The detritus must be removed by hand tools or mechanical means to leave a solid base for the free flow of water, the method must be approved by the Client's Representative.
- 6.3.3 All matter removed from the ditches or channels must be removed from the site to the Service Provider's suitable approved tip at the end of each working day.

#### **6.4 Emergency Work**

- 6.4.1 Within three hours of receipt of Instruction from the Client's Representative, the Service Provider must clear any drainage channel or ditch which is causing or likely to cause flooding. The Service Provider will ensure that their price quoted in this Contract covers this aspect of the Work, as no extra costs will be paid to the Service Provider for this Work.

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### **SECTION 7 – HARD SURFACE OPERATIONS**

#### **7.1 General**

- 7.1.1 All paths, drives and carriageways must be maintained litter free in accordance with **Section 9 – Litter Collection**.
- 7.1.2 At no time must the Service Provider allow a build up of leaves, gravel or water likely to cause an accident or injury to the public, Customers or Staff.
- 7.1.3 All damage must be reported to the Client's Representative by the end of the next working day, and any damage caused by the Service Provider must be repaired at the Service Provider's expense. The Service Provider should have the resources to carry out temporary works to damaged area to prevent accidents and injury.

#### **7.2 Tarmac and Concrete Paths, Drives and Carriageways**

- 7.2.2 Weed and moss control must be achieved by the use of horticultural methods or, if approved by the Client's Representative, the application of herbicides in accordance with **Section 10 – Use Of Pesticides**. Dead herbage must be removed without causing damage to the path base. Edges must be kept trimmed, clean and tidy as necessary in accordance with **Section 2 – Communal Grass Cutting**.
- 7.2.3 Drain gulleys in paths, driveways, etc., must be kept clean and free running. Any grids or grills must also be kept clean and replaced correctly. The Service Provider must ensure that no damage to the drain or surrounding area is caused during these cleaning activities. Any damage so caused must be reported to the Client's Representative and repaired by the Service Provider at the Service Provider's expense and to the Client's Representative's satisfaction.

#### **7.3 Loose and Bound Aggregate Surfaces**

- 7.3.1 These must be kept clear of debris, leaves, grass cuttings, etc., by raking or brushing with a besom broom as appropriate. The Service Provider must ensure that a true and safe surface is maintained at all times.
- 7.3.2 Weed control must be achieved by regular hoeing and raking or, if approved by the Client's Representative, the application of herbicides in accordance with **Section 10 – Use of Pesticides**. Dead herbage must be removed without causing damage to the path base. Edges must be kept trimmed, clean and tidy as necessary in accordance with **Section 2 – Communal Grass Cutting**.

#### **7.4 Walls**

- 7.4.1 Care must be taken at all times not to cause damage to any walls within or around the working area (including those in private ownership). Any damage caused to walls, and other damage observed by the Service Provider must be reported to the Client's Representative by the end of the next working day. Damage caused by the Service Provider must be made good at the Service Provider's expense.
- 7.4.2 Where grass adjoins the wall it must be maintained in accordance with **Section 2 – Communal Grass Cutting**.

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7.4.3 All deleterious growth of weeds and shrubs, such as Ivy, Buddleia, etc., must be removed from all wall faces and copings once a year. This must be done in accordance with the Work programme so as to protect conservation and heritage sites. If removal of such growth dislodges mortar or damages the wall in any way refer to the Client's Representative.

7.4.4 The Service Provider may be required to remove graffiti, as Instructed. Removal may be with grit/sand blasting, pressure wash or solvent as Instructed or may involve over painting of the graffiti on certain surfaces. The Service Provider is to ensure he has the resources, and equipment, to carry out this Work.

### **7.5 Weed and Moss Control on Hard Surfaces**

7.5.1 The Service Provider must control all weeds on all unadopted hard surfaces by hand or by use of approved chemicals **on up to 8 occasions per annum**. In this context, weed means any plant, moss, algae or fungus. Hard surfaces will include, inter alia: areas of concrete, tarmacadam, paving, pavements, gravel, stone, shale, brick, cobbles and setts, whether arranged as pathways, steps, recreational surfaces, drying areas and open areas of hard surface. On occasions, hard surfaces to be treated may be sloping or undulation, for example as hard surfaced embankment, but the work does not include clearing weed from vertical surfaces such as walls.

7.5.2 In controlling all weeds as defined in Paragraph 7.5.1, the Service Provider must also ensure that all dead/dying weeds are physically removed from site together with all plant, moss, algae or fungus.

7.5.3 In general, the Service Provider must choose the method for weed control on hard surface areas. Where chemical weed control is employed, the Service Provider must visit the site to treat the areas as often as is necessary to ensure effective weed control and the use of chemicals must be in accordance with the latest:

- a) The Agriculture (Poisonous Substances) Regulations
- b) The Control of Pesticides Regulations (1986) (COPR) as amended 1997
- c) The Control of Substances Hazardous to Health Regulations (2002) (COSHH)
- d) The Environmental Protection Act (1990) (EPA)
- e) The Health and Safety at Work etc. Act (1974)
- f) The Water Act (2014)

The Service Provider must also ensure that there is no potential for weed killer residue to come into contact with exposed skin of persons or animals. It will not normally be possible for the Client's Representative to ensure that the public and animals are excluded from areas treated with weed killer and should the Service Provider wish to arrange for temporary exclusion of the public and animals from a treated area, he must first seek the permission of the Client's Representative to effect such exclusion. Before permission is given, the Client's Representative will need to be satisfied that:

- 1) The timing of the proposed operation will cause the minimum of inconvenience to ground users.
- 2) The extent of the exclusion zone is reasonable and that satisfactory arrangements exist for alternative public areas.
- 3) The Service Provider's proposals for temporary fencing and / or barriers and / or marmusts are satisfactory.

If, in the opinion of the Client's Representative, any Staff are working in contravention of the above regulations, the Staff member must cease working immediately, upon the Instruction of the Client's Representative. Work must not resume until such time as the Client's Representative is satisfied that full compliance with the regulations is effected.

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7.5.4 The Service Provider must be held liable for any and all damage to Property and/or injury, illness, discomfort to persons or animals arising as a result of his action or inaction in respect of the use of chemical weed control on hard surface areas.

7.5.5 Where such damage results in the death or ill health of plant material, the Service Provider must replace all areas of contaminated soil with fresh soil and replant or re-turf at the Service Provider's expense to the satisfaction of the Client's Representative.

### **7.6 Inspection of Paths**

7.6.1 The Service Provider must inspect all paths/hard standing and external areas generally to the Scheme at every visit, and promptly report any defects or trip hazards that may arise. This is to include any build up of moss or lichen or other material which is likely to cause a slip hazard.

All such reports should be submitted in writing to the Client's Representative and continue to be submitted until the defect etc., has been rectified or so instructed by the Client's Representative that reporting of a particular item can be discontinued.

### **7.7 Pressure Wash Hard Surfacing Independent Living Schemes**

7.6.1 The Service Provider will pressure wash the designated hard landscaping surfaces at Independent Living Schemes, at annual or other designated frequencies using any water pressure washing/jetting techniques necessary to the approval of the Client's Representative.

7.6.2 The Service Provider will take care to prevent damage to any surface by water pressure washing/jetting techniques. Any such damage will be remedied by the Service Provider at his own cost.

7.6.3 The Service Provider will add degreasing or other agents to any cleansing solution and use either hot or cold water as is deemed necessary.



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### **SECTION 8 - SNOW AND ICE OPERATIONS**

#### **8.1 General**

- 8.1.1 On Instruction from the Client's Representative the Service Provider must immediately undertake snow clearance and/or gritting as an alternative to schedule tasks at no additional cost to the Client.
- 8.1.2 Snow will be cleared by hand or mechanical means approved by the Client's Representative, and at all times care will be taken to ensure that damage does not occur to the underlying surface.

#### **8.2 Snow/Ice/Frost**

- 8.2.1 Paths, roadways and access areas as indicated by the Client's Representative must be maintained to ensure safe access during and/or after snow, ice or frosty conditions.
- 8.2.2 Salt must be applied in sufficient quantities to maintain safe access, taking care to avoid damage to any plant life or the ground surface.
- 8.2.3 The minimum access width to be maintained is one metre. Particular attention must be paid to slopes, ramps, steps and main thoroughfares.
- 8.2.4 Any damage to living plants or surfaces caused by negligent salt application must be rectified at the Service Provider's expense.
- 8.2.5 All salt used in this contract will have a moisture content not higher than 4% and will be applied at the following rates:

Frost or Ice after dry conditions.....	..10 – 15 g/metre square
Frost or Ice after wet conditions.....	.20 – 40 g/metre square
Snowfall.....	..20 – 40 g/metre square

#### **8.3 Grit/Salt Bins**

- 8.3.1 If Instructed by the Client's Representative the Service Provider must keep nominated grit/salt bins adequately topped up in late autumn/early winter and throughout the winter period.

#### **8.4 Dangerous Areas**

- 8.4.1 The Service Provider must inform the Client's Representative as soon as possible of any areas they encounter on Properties that are caused by hazardous conditions and likely to cause injury or accident.

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### **SECTION 9 - LITTER COLLECTION**

#### **9.1 General**

- 9.1.1 All operations relating to litter collection and disposal must be carried out in accordance with the latest Environmental Protection Act (hereafter referred to as the EPA). The Service Provider must maintain Properties up to the "Grade A - No litter or refuse standard" as set out in the Code of Practice on Litter and Refuse published by defra and the Service Provider must be expected to be fully aware of the contents of the EPA and the Code of Practice.
- 9.1.2 All litter operations must also include the removal of dog faeces from Properties, as detailed under the latest EPA Code of Practice and the latest Litter (Animal Droppings) Order.
- 9.1.3 The frequencies given for Litter Collection are based upon the past frequencies that were required to maintain the Properties to the appropriate standard.
- 9.1.4 The number of litter bins at Properties may vary from time to time, however the Service Provider must allow for such minor variations in his Rates.
- 9.1.5 It is anticipated that in order to meet the guidelines contained in the EPA, the Service Provider must empty all litter bins before they are two-thirds full and also when carrying out any maintenance operations within the same Property. All litter must be cleared from the Property as defined, and disposed of. Any litter bins exceeding three quarters full will incur a default.
- 9.1.6 Having undertaken his cyclical operations, the Property should at the time the Service Provider leaves it, be in a tidy and clean condition, free of litter, furniture being clean and free from spilt food or other unpleasant deposits and to EPA Grade A standard.
- 9.1.7 The Service Provider must sweep and collect litter from all Properties specified and leave the Property in a clean and tidy condition. The Service Provider's attention is drawn to the Code of Practice on litter and refuse in the EPA.
- 9.1.8 At all Properties the Service Provider must sweep all paths, drives, hard surfaces and safety surfaces in a methodical manner using a hard bristled broom. At certain Properties mechanical methods may be employed to areas designated by the Client's Representative. All debris, silt, leaves and litter are to be immediately disposed of when finished on any one Property.
- 9.1.9 The Service Provider's attention is drawn to the latest Environmental Protection Act and the latest Water Act and the regulations made thereunder which must be strictly complied with. No fires or burning of litter must be allowed.
- 9.1.10 The Service Provider is responsible for the disposal of all rubbish, arisings, debris and litter produced during the execution of any Works. This material must be taken and disposed of at a suitable licenced, recognised and previously agreed tip at the expense of the Service Provider.
- 9.1.11 The Service Provider must take all steps to prevent excavated soil, rubbish, surplus materials etc., arising from any operation being dumped on an area other than a recognised tipping area. The Service Provider must:
- a) Be a bona fide registered waste carrier or sublet carting away only to bona fide carriers and seek approval from the Client's Representative of the company involved.
  - b) Provide the Client's Representative with the location of the proposed tipping area.
  - c) If and when required by the Client's Representative, provide written evidence that all loads of excavated spoil, rubbish, surplus materials etc., have been deposited at the approved tipping area.

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9.1.12 The temporary storage of rubbish at Properties will only be permitted at specific locations registered as transfer sites, as approved by the Client's Representative and in accordance with the EPA.

9.1.13 The Service Provider is responsible for all expenses associated with the collection and temporary storage of rubbish at Properties and/or transfer sites and is responsible for all subsequent disposal and tipping costs and charges.

### **9.2 Allotments**

All rubbish, debris and plant residues on any communal rubbish point or fly tipped within the allotment site is to be cleared. Such material is to be disposed of at the Service Provider's expense.

### **9.3 Leaf Clearing**

9.3.1 The Service Provider must clear leaves from all areas at each Property at the time of Litter Collection and the Service Provider's tender must be deemed to have allowed for the cost of leaf clearing.

9.3.2 Leaves can be collected by hand or machinery.

Powered leaf clearing and leaf blowing equipment may be used subject to their being used in accordance with the provisions of the Contract. Powered leaf blowers must normally only be used where leaf fall is excessive and must not be used to blow or collect small numbers of leaves where other methods can be used.

Heaps of leaves must be cleared on the same day that they are collected and not left at the Property. Where leaves are bagged, these must be stacked neatly in a position to be agreed with the Client's Representative until removed.

Blossom fall, pods, seeds etc. are to be cleared in the same way as leaves. It should be noted that because of the disease, Anthracnose, of London Plane trees leaf fall is heavy from June throughout the summer in many Locations where mature Plane trees grow.

The Service Provider will be responsible for clearing any debris (less than 2m long/75mm diameter) or twigs that have fallen from trees onto any areas following gales and storms.

9.3.3 Any damage caused to the ground surface by the operations must be reported to the Client's Representative by the end of the next working day and repaired by the Service Provider at his own expense.

9.3.4 The Service Provider must clear leaves from grassed areas, planted areas so that, during the period commencing from initial leaf fall (and no later than 1 November) to 31 March in any year, no leaves remain on the surface of the location for longer than 4 weeks. No leaves must remain on the surface of paths and other hard surfaces for longer than one week.

9.3.5 Any unusually heavy leaf fall, which will be determined at the entire discretion of the Client's Representative, and arising at any time within the year, must be cleared at no extra cost and at the discretion of the Client's Representative.

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### **SECTION 10 – USE OF PESTICIDES**

#### **10.1 Definition**

10.1.1 A pesticide must mean any approved chemical substance exerting control over any living organism. For the purposes of this Contract the term pesticide must include algicides, fungicides, herbicides, insecticides, lumbricides, molluscicides, moss killers, rodenticides and all such similar products or materials.

10.1.2 This Section provides the Specification for all operations relating to control of pest, disease and weed growth.

#### **10.2 Banned Chemicals**

No chemicals banned under United Kingdom law shall be used on the Contract.

#### **10.3 General**

10.3.1 The Service Provider must ensure that he is aware of his obligations in respect of the safe use of pesticides under the following guidelines and legislation, as amended or superseded from time to time:

- a) The Agriculture (Poisonous Substances) Regulations
- b) The Control of Pesticides Regulations (1986) (COPR) as amended 1997
- c) The Control of Substances Hazardous to Health Regulations (2002) (COSHH)
- d) The Environmental Protection Act (1990) (EPA)
- e) The Health and Safety at Work etc. Act (1974)
- f) The Water Act (2014)

10.3.2 The Service Provider must also have due regard, implicit in current legislation for the environment, facility users, wildlife, operatives, animals and the facility itself.

10.3.3 All materials to be used and all methods of mixing and application must be in accordance with legislation arising from the Environmental Protection Act (EPA), and all recommendations made by the manufacturer.

10.3.4 The Service Provider must seek advise from the appropriate authorities regarding the inclusion of indicators with each application of a chemical. Where permissible an indicator must be added. This must be included for in the Service Provider's rates for all such applications.

#### **10.4 Protective Clothing**

10.4.1 The Service Provider must provide his Staff with all protective clothing applicable to the Materials being applied at any one time and must give his Staff access to such washing and cleaning facilities as required.

10.4.2 The Service Provider must ensure that his Staff, whilst engaged in application of Materials, wear such protective clothing as is required and that they observe all safety precautions as required.

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### **10.5 Approved Chemicals**

10.5.1 Should the Service Provider wish additional chemicals to be added to this list he must provide the following details in writing. The Client's Representative may decline the use of an active ingredient or chemical formulation, at his discretion.

- a) Trade name of pesticide.
- b) Formulation.
- c) Proposed rate of application.
- d) Confirmation that the use of the pesticide has full approval under the control of the EPA and the COPRA and that the method of use must comply with the conditions of approval for the pesticide.
- e) COSHH assessment form.
- f) Ministry of Agriculture, Fisheries and Food (MAFF) approved number.

10.5.2 The Service Provider must not proceed with the application of any additional pesticide until the Client's Representative's approval has been received.

### **10.6 Provision of Information**

10.6.1 The Service Provider must provide the following information, including proof of any certifications, within 21 days of the award Contract.

- a) The Service Provider must provide a copy of the COSHH assessment for all chemicals to be used on Client's Properties. Action must be taken at the Service Provider's expense to remove any Materials should inspection of a Property result in chemicals being found for which the Client's Representative holds no COSHH assessment.
- b) Proposed method of permanent storage, i.e. any store having at any one time in excess of 300 litres of liquid material or 300kg of dry material or any combination of liquid and dry material in excess of 300 units. This being for use in the execution of the Contract or any other works. The store must comply with the terms of the EPA and the HSE Agriculture Information Sheet No. 16 (rev 1).
- c) Details of temporary storage, i.e. stores holding less than 200 litres or 200kg of chemical.
- d) Details of mobile storage, chemicals in transit or storage concentrates.
- e) Details of licenced tips and incinerators that are to be used for the disposal of all waste containers and actual chemical materials.

10.6.2 The Service Provider shall present to the Client's Representative proof that employees to be engaged in such work are suitably qualified and assessed and shall ensure that only those operatives are engaged in the application of such materials.

### **10.7 Requirements for Application of Chemicals**

10.7.1 All machinery used in the application of Materials must be carefully maintained throughout the Contract Period to ensure correct application takes place and that no leakage occurs. All lever operated knapsack sprayers must conform to the latest BS 7411 Specification for lever operated knapsack sprayers.

10.7.2 The Client's Representative reserves the right to request a demonstration of the equipment to be used for pesticide application to show that the equipment has been properly calibrated, is in good working order and conforms with the legal requirements and pesticide manufacturer's recommendations for the application of the particular pesticide concerned.

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- 10.7.3 The Service Provider must ensure that the method of application and the undertaking of Works does not lead to the pollution of any water course or water supply. Any such pollution will be held to be the responsibility of the Service Provider and the Service Provider will be required to make good any damage and will be held responsible for any claims. Water used for dilution must be via a non-return valve from the mains supply. The use of any other source must have the prior approval of the Client's Representative.
- 10.7.4 Application of pesticides must not be carried out in or immediately adjacent to children's play areas.
- 10.7.5 In carrying out the application of pesticides the Service Provider must ensure that no area is overdosed, and that dosages of each particular treatment are in accordance with the manufacturer's recommendations, and that the total area required to be treated is treated.
- 10.7.6 The Service Provider must ensure that the method of pesticide application, and the undertaking of such Works, proceeds in such a manner as to cause no damage or injury to any desirable plant, animal, fixed or moveable furniture, machine or item of equipment. Any such damage will be held to be the responsibility of the Service Provider and the Service Provider will be required to make good any damage and will be responsible for any claims for compensation arising from his actions or omissions. In particular, the Service Provider must take all necessary measures to ensure accuracy and that no drift or overlap whatsoever occurs, particular care being taken where margins for error in the application rate are small.
- 10.7.7 Prior to carrying out any application of pesticides the Service Provider should notify the Client's Representative of his intended working plans, giving two working days' notice, and updating the Client's Representative daily including informing the Client's Representative in advance where any changes to intended working plans are envisaged.
- 10.7.8 No spraying must take place during inclement weather if the wind speed is above a reading equivalent to Beaufort Scale 2 (3.2 kn/h) or when rainfall is expected in a time period which is less than that specified by the manufacturer of the chemical being used.
- 10.7.9 The Client's Representative reserves the right to postpone, cancel or suspend the operation at any time should he consider conditions unsuitable or that the operation is not being carried out in a proper manner.
- 10.7.10 The Service Provider must, by methods approved under the terms of the EPA, notify the public, neighbours of Properties and users of Properties of the fact that spraying operations are to be and have been undertaken. An acceptable period of notice must be given to Property users before carrying out pesticide operations, especially where this would involve closure of that Property. The period of notice to be agreed with the Client's Representative.
- 10.7.11 Every herbicide application must include the complete clearance of all litter and debris from the area to be treated including along or against boundaries and boundary fences, to ensure that following application the area is left in a tidy condition. The Service Provider must include in his Rates for carrying out such clearance Work.
- 10.7.12 The treatment must be such that a complete kill of all pests, diseases or weeds within the areas or on the subjects treated, is achieved within the timescale indicated in the manufacturer's recommendations. Should such results fail to be achieved within this time, the Service Provider must within a further two weeks, at his own expense, re-treat areas or subjects as indicated by the Client's Representative to produce the level of control satisfactory to the Client's Representative.

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- 10.7.13 The Service Provider must ensure that all waste containers and chemicals are correctly disposed of making use of licenced tips or incinerators as appropriate. Prior to the commencement of the Contract Period, the Service Provider must present the Client's Representative with details of the arrangements he has made for such disposal and the Service Provider must inform the Client's Representative of any changes in these arrangements immediately they occur.
- 10.7.14 The Service Provider must hold his own records of pesticide usage in accordance with the latest COPR and provide the Client's Representative with a completed copy of the 'Pesticide Use' form (based upon Appendix 3 of the COPR) as agreed between the Service Provider and the Client's Representative. This must be given to the Client's Representative by the end of the next working day, after any chemical usage.
- 10.7.15 In the event of an accident involving pesticides by the Service Provider, the Service Provider must notify the appropriate statutory bodies such as, but not limited to the NRA, HSE, Water Authority and carry out a full investigation including an environmental impact assessment. The Service Provider will be held fully responsible for the repair and rectification of all damage caused either directly or indirectly by his actions. All costs associated with the accident must be met in full by the Service Provider.
- 10.7.16 Spraying work of any kind must not take place outside whilst the public are using facilities for organised activities, such as sports activities, the Service Provider shall modify their working arrangements to take account of this eventuality.
- 10.8 Pesticide Treatment in Shrubbery's and around Standard Trees**
- 10.8.1 The Service Provider shall apply, at rates appropriate to the material and the area being treated, liquid or granular based pesticides. The application shall be such that all weeds are controlled for a period of 12 months from the date of application. Any weeds emerging after treatment shall be treated using a contact herbicide approved by the Client's Representative, all such works being undertaken at the Service Provider's expense.
- 10.8.2 In grassed areas maintained under the Agreement the Service Provider shall ensure that trees are kept clear of epicormic and basal growth. All arisings shall be removed from site for proper disposal.
- 10.9 Treatment of Paths, Roads, Garage Forecourts, Access Drives, Drying Areas and Client Housing Buildings**
- 10.9.1 During the period May to June each year the Service Provider shall treat garage forecourts and drying areas with a liquid based non-residual herbicide.
- 10.9.2 If in the opinion of the Client's Representative the treatment has not given satisfactory results the Service Provider shall re-treat areas as instructed to produce a satisfactory degree of control. This is to take place during the period July to September each year. Chemicals must not be applied in inclement weather or during periods where run-off might occur and result in damage to surrounding vegetation and private garden areas. If damage does occur as a result of chemical misuse the Service Provider is held responsible for reinstating the damage or settling any claim for compensation which may be made.
- 10.9.3 In paved areas where moss is evident the Service Provider shall spray with an approved moss killer. Such treatment shall be such that it controls all moss growth for a period of 12 months from the time of application. If, in the opinion of the Client's Representative, the treatment has not given satisfactory results the Service Provider shall at their own expense re-treat areas within 5 days of instructions to produce a satisfactory degree of control.

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### **10.10 Treatment of Fence Lines, Walls, Bases of Buildings, barriers and obstructions such as Lamp Columns, Road Signs, Telephone and Postboxes, all Service Cover**

10.10.1 The Service Provider shall clear all weed growth then treat the areas to a width of approximately 200mm. The treatment shall be carried out in such a manner that the growth of all vegetation is controlled for a period of 12 months from the date of application. If, during the 12 months subsequent to the treatment the areas, in the opinion of the Client's Representative, show any excessive invasion by weed species, Service Provider shall at their own expense re-treat areas within 5 days of instructions to produce a satisfactory degree of control.

### **10.11 Hedge Bases Herbicide Application**

10.11.1 The Service Provider shall apply at rates appropriate to the material approved by the Client's Representative and the area being treated, liquid or granular based pesticides. The application shall be such that all weeds are controlled for a period of 12 months from the date of application any weeds emerging after treatment shall be treated using a contact herbicide within 5 days of instructions from the Client's Representative.

10.11.2 The application of such material shall be carried out in such a way that the effect of the herbicide is contained to an area of ground corresponding to the length and width of the hedge.

### **10.12 Other Spray Works**

10.12.1 At certain times the Service Provider shall undertake other spraying works as instructed by the Client's Representative. These works shall, unless otherwise agreed, be carried out within 7 days of receipt of instruction.

10.12.2 In carrying out spraying the density and range of weed species found is large, however the spray operation shall be carried out in such a manner that all weeds susceptible to the materials used exhibit signs of attack by the herbicide. In the event of any large proportion of the weeds in the opinion of the Client's Representative not showing such effects, the Service Provider will repeat the spraying within 5 days of instructions.

### **10.13 Annual Bedding**

10.13.1 The Service Provider must supply and apply an approved fungicide in accordance with the Work programme.

10.13.2 The Service Provider must supply and apply an approved insecticide in accordance with the Work programme.

### **10.14 Grass Areas**

10.14.1 The Service Provider must supply and apply an approved weedkiller to all channels and path edges, in accordance with the Work programme.

10.14.2 Staked trees must be kept clear of vegetation by application of an approved translocated herbicide, such as glyphosate, to a radius of 150mm from the stem base, in accordance with the Work programme.

10.14.3 The Service Provider must supply and apply a broad spectrum selective herbicide, in accordance with the Work programme.



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### **10.15 Hedges**

- 10.15.1 Special treatment of a hedge may be required, such as the application of a growth retardant, and the Service Provider must ensure that he is able to carry out this Work within two weeks of receipt of an Instruction from the Client's Representative.
- 10.15.2 The Service Provider must supply and apply an approved herbicide on one occasion to hedge bases, if required, in accordance with the Work programme.
- 10.15.3 The Service Provider must supply and apply an approved insecticide on one occasion to hedges, if required, in accordance with the Work programme.

### **10.16 Herbaceous Beds**

- 10.16.1 The Service Provider must supply and apply an insecticide, in accordance with the Work programme.
- 10.16.2 The Service Provider must supply and apply a molluscicide, in accordance with the Work programme.

### **10.17 Non-Crop Areas**

- 10.17.1 The Service Provider must supply and apply a herbicide (of a type to be specified by the Client's Representative) in accordance with the Work programme. However, where the Work programme indicates that this is to be done twice during the year, this must comprise a single application of a residual herbicide in the Spring, followed by a single application, later in the year (usually mid to late Summer) of a translocated herbicide to the same areas. The definition of a non-crop area must include fence lines, wall lines, garage areas and hard surfaces.

### **10.18 Rose Beds**

- 10.18.1 The Service Provider must supply and apply a residual herbicide, if required, in accordance with the Work programme. This must be carried out during the first routine maintenance visit, following all other required operations. In addition to this, a provision must be made to spot treat beds on two occasions per year, in order to control weeds, which may develop.
- 10.18.2 The Service Provider must carry out a programme of preventative spraying for pests and diseases in accordance with the work programme. This must consist of:
  - a) Spraying the roses with a fungicide on four occasions per year.
  - b) Spraying the roses with an insecticide on two occasions per year.

### **10.19 Shrub Beds**

- 10.19.1 The Service Provider must supply and apply a residual herbicide, if required, in accordance with the work programme. This must be carried out during the first routine maintenance visit, following all other required operations.
- 10.19.2 The Service Provider must supply and apply a translocated herbicide, if required, in accordance with the work programme. This must be carried out following all other related operations.

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**10.20 Client’s current manufacturers/suppliers/products**

10.20.1 Ensure all Materials are compatible with and standardised to the Client’s current products specified in the table below (listed by manufacturers, suppliers and/or brand names).

<b>Product</b>	<b>Brand name</b>	<b>Manufacturer’s details</b>

**[complete table as appropriate]**

## **M3NHF SCHEDULE: ESTATE SERVICES – SPECIFICATION – GROUNDS MAINTENANCE**

### **SECTION 11 – BULK RUBBISH**

#### **11.1 Remove Bulk Refuse**

- 11.1.1 Removal of Bulk Refuse including fly tipping, general rubbish and environmental waste is a task that the Service Provider will be required to undertake in accordance with the Contract. This task has been listed under the Optional task heading as the annual cost cannot be pre-determined and therefore it is not required to be included in the annual Estate totals.
- 11.1.2 Items of Bulk Refuse (e.g. abandoned furniture, fridges, freezers or other white goods, carpets, vehicles and other household refuse or bulk rubbish) dumped in any external communal or landscaped area should be removed by the Service Provider in accordance with the Contract Conditions upon Instruction from the Client's Representative. Bulk Refuse may be encountered during the Service Provider's Routine/Responsive visits to the sites or the Service Provider may be Instructed to visit a site at any time to collect and remove Bulk Refuse.
- 11.1.3 The Service Provider shall report to the Client's Representative any incidences of finding such Bulk Refuse during the carrying out of the Works when he then may be Instructed to remove and dispose of such Bulk Refuse.
- 11.1.4 For the avoidance of doubt, all Bulk Refuse must be taken only to a recognised and Licensed and Approved Tip and the Service Provider must include in his tendered unit Rate for all fees and costs in connection herewith. The Service Provider must take all reasonable precautions to prevent any arisings from the Contract being dumped on any area other than licensed tipping areas. The Service Provider must implement re-cycling wherever possible.
- 11.1.5 The Service Provider will be reimbursed for the removal of Bulk Refuse Tasks using the Rates in the Price Framework Document.

#### **11.2 Bulk Rubbish and Fly Tipping Tasks**

##### **11.2.1 Communal Waste: General Rubbish**

Collect, load, transport and dispose at approved site general Bulk Rubbish and Fly Tipped materials (excluding environmental disposal items) including paying all disposal costs, fees and charges.

##### **11.2.2 Communal Waste Clearance: Fridges, Freezers**

Communal Waste Clearance: Environmental waste disposal of fly tipped domestic fridges, fridge/freezers, upright and chest freezers to approved disposal site including cost of landfill tax, (per appliance).

##### **11.2.3 Communal Waste Clearance: Calor Gas Bottles**

Communal Waste Clearance: Environmental waste disposal of fly tipped calor gas bottles to approved disposal site including cost of landfill tax, (per bottle).

##### **11.2.4 Communal Waste: TV's and Computer Monitors**

Communal Waste Clearance: Environmental waste disposal of fly tipped television screens and computer monitors to approved disposal site including cost of landfill tax, (per item).

##### **11.2.5 Communal Waste: Computer Desk Top Units**

Communal Waste Clearance: Environmental waste disposal of fly tipped computer desk top unit or cpu's to approved disposal site including cost of landfill tax, (per item).

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### 11.2.6 Communal Waste Clearance: Car Tyres

Communal Waste Clearance: Environmental waste disposal of fly tipped car or van tyres with or without rims to approved disposal site including cost of landfill tax, (per tyre).

### 11.2.7 Communal Waste: Car or Van Batteries

Waste Clearance: Environmental waste disposal of fly tipped car or van batteries to approved disposal site including cost of landfill tax, (per battery).

### 11.2.8 Communal Waste Clearance: Cookers

Communal Waste Clearance: Environmental waste disposal of fly tipped domestic cookers built in ovens or hob units, to approved disposal site including cost of landfill tax, (per appliance – built in oven with separate hob unit is treated as one appliance).

### 11.2.9 Communal Waste Clearance: Fluorescent Tubes

Communal Waste Clearance: Environmental waste disposal of fly tipped fluorescent tubes to approved disposal site including cost of landfill tax, (per tube).

### 11.2.10 Communal Waste Clearance: Paint Cans

Communal Waste Clearance: Environmental waste disposal of fly tipped paint cans to approved disposal site including cost of landfill tax, (per can).

11.3 The Service Provider will be required to take time/dated digital photographs of any Bulk Refuse required to be removed especially any located in communal, staircases, landings and corridors.

11.4 Notwithstanding the above, the Service Provider is expected to move any such items of Bulk Refuse as is physically possible in order to carry out tasks as are required under the Contract.

## 11.5 **Abandoned Vehicles**

11.5.1 The Service Provider must report to the Client's Representative in writing should he consider or suspect that a vehicle has been abandoned at any Property. The Service Provider must comply with the Client's requirement in respect of Abandoned Vehicles.

## **M3NHF SCHEDULE: ESTATE SERVICES – SPECIFICATION – GROUNDS MAINTENANCE**

### **SECTION 12 - STAFF TRAINING AND EXPERIENCE**

#### **12.1 General**

- 12.1.1 The quality of Grounds Maintenance Services set out in this Contract are to be of the highest quality. To this end specific areas of high horticultural content are to be subject to the employment of suitably qualified and/or experienced Staff (gardeners and ground persons).
- 12.1.2 Prior to the Commencement Date, the Service Provider must present to the Client's Representative proof that Staff which are to be engaged in such Work are suitably qualified and assessed. The Service Provider must notify the Client's Representative in writing, of any change in such Staff. Replacement Staff must also be suitably qualified and assessed.
- 12.1.3 Assistance may be given and routine semi-skilled tasks performed by persons on a lower grade or bona-fide trainees, but only accompanying a skilled operative or under close supervision by a qualified senior operative. Any damage caused by such Staff must be repaired by the Service Provider at his own expense.
- 12.1.4 The Service Provider must make himself fully aware of all relevant safety legislation and codes of practice, with particular attention to the safe use of machinery and particularly chainsaws. The Service Provider must supply and ensure the use of appropriate safety equipment to his Staff. Steel toecap footwear must be worn by Staff during all grass cutting operations.
- 12.1.5 The Service Provider must set out, on the form provided within his tender submission, his initial arrangements and continued commitment through the whole course of the Contract to the training of his Staff. This will include such things as his provision for employing trainees and also students during their industrial placement years and who are studying for appropriate and relevant qualifications and any facility that the Service Provider may provide for Staff to attend day-release courses.

#### **12.2 Use of Chain Saws**

- 12.2.1 Staff must hold a Certificate of Competence in Chain Saw and Related operations as provided under the Local Government Training Board Skills Training. To hold a Skills Certificate of the Modular System to Initial Arboriculture would be an advantage.

#### **12.3 Pesticides**

- 12.3.1 Staff must hold a Certificate of Competence issued by the National Proficiency Testing Council for the Foundation Module and an appropriate Certificate of Competence for the job in hand, e.g. hand held applicator for use with knapsacks. All Staff must comply fully with the requirements of the latest Food and Environmental Protection Act.

#### **12.4 Driving (Mowers)**

- 12.4.1 All Staff driving "ride on" type motor mowers must hold a full licence covering as a minimum Category's B and k (from 2013) or their previous equivalents before driving any machine on the highway.

#### **12.5 Tractors/Vans**

- 12.5.1 All Staff involved in driving vehicles including tractors/vans must hold a full licence applicable to the vehicle group being used. Tractor drivers must have a minimum of two years experience in tractor and plant operation.

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### **12.6 Tree Climbing**

12.6.1 All Staff involved in Tree Surgery which involves climbing or work from ladders must hold the appropriate Certificate from an approved training establishment and preferably have a minimum of two years experience in Tree Surgery.

### **12.7 Tree Re-Inspections following Storms**

12.7.1 The person(s) undertaking these inspections must hold qualifications which, in the opinion of the Client's Representative, makes them fit to carry out the Work.

As a guide, the following qualifications would be acceptable:

- Degree in Forestry
- Membership of the Institute of Chartered Foresters
- Professional diploma in Arboriculture
- Qualification by experience

### **12.8 First Aid**

12.8.1 The Service Provider must ensure that at least 25% of his total work-force at any one time, hold a current first aid certificate from a suitable source, such as the St John Ambulance, First Aid at Work, Statutory Certificate. The Service Provider must ensure he make an adequate first aid provision when both individuals and groups are undertaking any sort of Work.

## **M3NHF SCHEDULE: ESTATE SERVICES – SPECIFICATION – GROUNDS MAINTENANCE**

### **SECTION 13 - OAP, CUSTOMER AND VOID PROPERTY GARDENS**

#### **13.1 General**

- 13.1.1 The Service Provider may be required to carry out certain Grounds Maintenance tasks to OAP, Customer's gardens and Void properties on the specific Instruction of the Client's Representative. Bidders should be aware that this Work may be currently undertaken by other service providers or directly by the Client and where this prevails it is not anticipated there will be a significant demand for this service unless the Client decides to change the current arrangements for delivery of this service.
- 13.1.2 As such Work would be on an 'on demand' basis, no guarantees can be provided as to the volume of such Work in any particular area or within any particular location. The Service Provider's tendered Rates for this work must therefore be deemed to apply irrespective of the volume, item mix or location that may be required.

#### **13.2 OAP, Customer's Gardens and Void Property Tasks Relative to Rates in the Schedule of Rates (SOR)**

##### **Garden: Clear Debris**

- 13.2.1 Garden: Clear away all litter and rubbish including scrap metal, timber, broken glass, garden debris, fallen leaves, dumped materials and stones, load up and remove from site to an approved tip.

##### **Garden: Clear Exceptional Debris**

- 13.2.2 Garden: Clear up exceptionally littered overgrown garden, litter, rubbish, scrap metal, timber, broken glass, garden debris, fallen leaves, fly tipping, building debris, and remove to an approved tip.

##### **Garden: Cut Grass Ne 100mm High**

- 13.2.3 Garden: Litter pick including removal of minor objects and cut grass (ne 100mm high and including fence line) with rotary or cylinder mower including bag up cut grass and remove.

##### **Garden: Cut Grass Over 100mm High**

- 13.2.4 Garden: Litter pick including removal of minor objects and cut grass (over 100mm high and including fence line) with rotary or cylinder mower including bag up cut grass and remove.

##### **Shed: Clear Debris**

- 13.2.5 Shed: Clear out, and remove all contents to an approved tip and make ready for new tenant.

##### **Dwelling or Garden: Provide Skip for Rubbish**

- 13.2.6 Dwelling or Garden: Provide skip or equivalent for removal of excessive domestic rubbish, furniture, carpets etc, to tip including costs of landfill tax.

##### **Garden or Communal Area: Labour Skip Rubbish**

- 13.2.7 Garden or Communal Area: Provide labour, skip or equivalent to remove from communal areas, fly tipping, environmentally unsound material, etc., to tip, landfill tax, wash, disinfect (per skip).

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### **Garden or Communal Area: Labour Mini-Skip Rubbish**

- 13.2.8 Garden or Communal Area: Provide labour, mini-skip or equivalent to remove from communal areas, fly tipping, environmentally unsound material, etc., to tip, landfill tax, wash, disinfect (per skip).

### **Turf: Renew**

- 13.2.9 Turf: Lift existing mown turf, make good existing area with top soil, removal of spoil to tip including landfill tax, lay new "Standard" quality turves, with broken joints to it's neighbour, roll and brush-in sandy compost.

### **Turf: Clear Bonfire; Lay New Turf**

- 13.2.10 Turf: Clear bonfire areas of all debris including metal, timber, broken glass and rubbish, also all unburnt material scattered over adjacent areas, sweep up ashes and the like, removal of debris to tip, dig out area of grass affected, lay new turves.

### **Shrub: Prune**

- 13.2.11 Shrub: Prune any variety of shrub, by hand or using power hedge trimmer including raking up cuttings and removal of debris to tip including landfill tax.

### **Shrub: Dig Out Overgrown**

- 13.2.12 Shrub: Dig out any size of overgrown shrub including roots, including levelling ground and remove all old shrub material to tip including landfill tax.

### **Hedges: Cut Overgrown**

- 13.2.13 Hedges: Cut back and neatly trim top and sides of overgrown hedge and remove all clippings from site to tip including landfill tax.

### **Tree: Prune**

- 13.2.14 Trees: Prune base and side growth for a height not exceeding 2.40m high of tree including basal growth and suckers, including painting at pruning cuts with approved compound and remove all clippings from site to tip including landfill tax.

### **Tree: Cut Down Girth Up To 450mm**

- 13.2.15 Trees: Cut down existing trees of girth up to 450mm, dig out or stump grind out the stump and roots and dispose of whole tree to tip including landfill tax; fill the resultant hole with approved material.

### **Tree: Dig Out Seedling Up To 150mm Girth**

- 13.2.16 Trees: Dig out seedling trees up to 150mm girth including roots, including levelling ground and remove all debris off site to tip including landfill tax.



**SECTION 14 - PLAYGROUNDS AND PLAY AREAS**

**14.1 Periodic Inspections**

The Service Provider will undertake weekly inspections of the playgrounds and play areas, and provide a report to the Client's Representative of any apparent damage (ascertained from visual inspection) to any play equipment generally or hazardous or potentially dangerous conditions relating to the playgrounds and play areas shall be immediately notified to the Client's Representative and, if applicable, through the computer interface to the Client's housing management system.

**14.2 Play Equipment**

The Service Provider will not be required to undertake formal routine periodic safety inspections/survey of play area equipment, but whilst undertaking Grounds Maintenance Services in or adjacent to playgrounds and play areas, the Service Provider shall untangle swings etc., to ensure they are usable.

## **M3NHF SCHEDULE: ESTATE SERVICES – SPECIFICATION – GROUNDS MAINTENANCE**

### **SECTION 15 – CUSTOMER CONTROLLED AREAS**

- 15.1.1 The Service Provider is to be aware that he will be responsible for overseeing all landscaped or planted areas within the boundary of the sites (excluding individual garden areas specifically associated with an individual property), this is to include all areas which are currently maintained by individual Customers or are under the control of specific residents associations. The Service Provider is to allow within their costs to maintain these areas to the required standard as laid out above.
- 15.1.2 Within six months of the Commencement Date the Service Provider is to provide the Client's Representative with a list of Customer controlled areas on each Property, the list is to include a simple location map for each area concerned together with the contact details of the Customer or residents association responsible for maintaining the area.
- 15.1.3 The Service Provider is required to report to the Client's Representative any Customer controlled area which they consider is being inappropriately maintained. The Client's Representative will advise the Service Provider of what action is required and if necessary the area is to be incorporated into the Contract at the Service Provider's cost.
- 15.1.4 The Client will maintain a register of Customer controlled areas for each given site. Where areas are under the Customer's control, the Client's Representative will notify the Service Provider of what actions if any are required to maintain the given area.

## **M3NHF SCHEDULE: ESTATE SERVICES – SPECIFICATION – GROUNDS MAINTENANCE**

### **SECTION 16 - IMPROVEMENT WORKS**

- 16.1.1 The Client is keen to improve the standard of existing planting on their Properties to provide high-quality outdoor spaces that enhance the Client's reputation and enable Customers to enjoy the open areas in their neighbourhood. A small annual budget may be allocated for minor planting schemes at Properties and the Client would in such situations like the Service Provider to recommend minor areas of Work at Properties which they consider would improve the standard of the communal planting.
- 16.1.2 The Service Provider is to allow within his costs to review all planting schemes on each Property under their control annually and to prepare by the end of August a costed improvement proposal for each Property. The proposal is to include suggestions for improvements to all landscaping at each Property together with details of plant selection, timescales, drawings and accurate costs to complete the proposals.
- 16.1.3 If the Client considers an improvement proposal to be suitable for further consideration the Service Provider will be notified and where applicable additional costs agreed prior to commencing any Work. The Client reserves the right to accept or decline any costings for suggested improvements the Service Provider puts forward.

## **M3NHF SCHEDULE: ESTATE SERVICES – SPECIFICATION – GROUNDS MAINTENANCE**

### **SECTION 17 - MATERIALS**

#### **17.1 General**

- 17.1.1 The Service Provider must allow for the supply of all Materials necessary to carry out the Work incorporated within the Contract, other than those specifically provided by the Client for the Service Provider's use.
- 17.1.2 Materials supplied by the Service Provider must be of the kind described in the Contract Conditions. Except where otherwise specified or authorised by the Client's Representative all Materials must conform to no less than the minimum standard of the latest edition of the appropriate British Standard or European Equivalent.
- 17.1.3 Where a choice of manufacturer or source of supply is permitted for any particular Material, the whole quantity required to complete the appropriate Works must be of the same type, manufacturer and/or source.
- 17.1.4 If requested to do so the Service Provider must supply vouchers, copies of invoices/delivery notes or test certificates as necessary, proving that Materials purchased or acquired comply with this Specification. In addition the Service Provider must, if requested, supply samples of Materials for approval prior to delivery under the Contract.
- 17.1.5 Alternative Materials must only be used with the prior approval of the Client's Representative to whom the Service Provider must supply samples and a written specification. If approval is given, the Service Provider must ensure that all Materials are equivalent to the approved samples. The cost of any samples or testing of Materials must be borne by the Service Provider.
- 17.1.6 The Client may issue instructions for the removal from the Contract area of any Materials which are not in accordance with this Specification. The Service Provider must then provide replacement Materials that do comply with this Specification, at no extra cost.
- 17.1.7 Where the Client chooses to supply Materials the Service Provider will not be held liable for the quality of such Materials and the consequence of their failure, except where failure is directly attributable to the Work carried out by the Service Provider.
- 17.1.8 Once the Service Provider assumes responsibility for the Materials the Client will not accept any responsibility for the loss or damage of these Materials.
- 17.1.9 The Service Provider must bear the cost of all carriage and delivery of Materials, implements, tools or plant to a Property, including temporary storage facilities or hire charges that may be necessary. All Materials must be stored and protected from the weather, contamination or deterioration. Any Material not adequately protected will be rejected and removed from the Property immediately.
- 17.1.10 All Materials brought to the Property and supplied by the Service Provider and which prove to be in excess to the requirements of the Contract remains the property of the Service Provider and must be removed from the Property immediately, at the Service Provider's expense.

#### **17.2 Manufacturer's Recommendations**

The Service Provider must handle, store and apply all Materials exactly in accordance with the manufacturer's recommendations.

## **M3NHF SCHEDULE: ESTATE SERVICES – SPECIFICATION – GROUNDS MAINTENANCE**

### **17.3 Collection of Materials**

The Service Provider must allow for all costs associated with the collection, storage, and distribution of Materials as provided by the Service Provider for use within the Property from the location specified.

### **17.4 Notice of Delivery**

The Service Provider must give the Client's Representative not less than 48 hours prior notice of the proposed delivery of bulk Materials that may cause inconvenience, together with the Service Provider's proposals for minimising such inconvenience.

### **17.5 Schedule(s) of Approved Products**

17.5.1 The Service Provider must provide a comprehensive list, prior to the start of the Contract Period, listing all of the specific types of Materials that are expected to be used. This will then be reviewed by the Client and only those Materials that have been approved will be allowable. The Service Provider must use only the items or Materials specified or, where a single product is not specified, an item conforming to the performance/quality criteria defined in the specification of Materials.

17.5.2 The Schedule(s) of approved Materials will be subject to periodic updating or revision as required by the Client's Representative, who will give due and reasonable notice in writing of any such changes. The Service Provider will not be entitled to any reimbursement for unused materials, provided reasonable notice by the Client's Representative has been given.

### **17.6 Canes**

17.6.1 Bamboo canes must have a maximum top diameter of 10mm.

17.6.2 Split canes must be 5mm green, obtained from an approved supplier.

### **17.7 Compost, General Purpose**

17.7.1 Composts must consist of well-decomposed vegetable material and leaves, conditioned in storage piles for at least two years. Compost must be moist, but not waterlogged, and of medium texture.

17.7.2 Grass clippings must not exceed 25% of the total volume. Compost must be free from perennial weed roots, injurious chemicals and any other extraneous materials detrimental to plant growth.

17.7.3 In the case of acid loving plants an ericaceous compost must be used.

### **17.8 Compost, Mushroom**

Mushroom compost must be spent compost obtained from an approved supplier.

### **17.9 Ferrous Sulphate**

Ferrous sulphate must be a suitable granular, herbicide/fertilizer combination, which must encourage root growth of the grass as well as acting as a mosskiller.

### **17.10 Ground Tree Bark**

Graded Tree Bark must be of a consistent and approved particle size and must be obtained from an approved supplier. All resinous toxins must have been removed and the material must be free from weeds, pests and disease.

## **M3NHF SCHEDULE: ESTATE SERVICES – SPECIFICATION – GROUNDS MAINTENANCE**

### **17.11 Grass Seed**

- 17.11.1 All grass seed must be fresh, clean and certified where applicable under the latest EC Seed Regulations and The Seed Marketing (Amendment) Regulations concerning statutory standards for germination purity. All seed must be treated with an appropriate fungicide.
- 17.11.2 Seed mixes must be appropriate to the type of surface required.
- 17.11.3 All seeds packed must bear an official label, showing intended use of the seed mixture, reference number of the seed lot, packers number, a brand name or the mixture or the constituent species/varieties and the net weight.
- 17.11.4 In the event of the incorrect seed mixture being used, the Service Provider must eradicate all seedlings by use of a herbicide and reinstate the area with the correct seed mixture at no extra cost to the Client.
- 17.11.5 Pre-germinated seed will be required for use in certain areas and it is defined as seed where the germination process has been started prior to delivery. The Service Provider should note that this seed has a limited shelf life and excess quantities should not generally be ordered in until its use is required.

### **17.12 Manure**

Manure must be well rotted (for a minimum of six months) cow or other farmyard manure with a minimum admixture of straw. Poultry manure must not be used. The Service Provider must take all reasonable steps to avoid the importation of perennial weeds with the manure.

### **17.13 Mulching Materials**

- 17.13.1 Mulching Materials must normally be graded tree bark, wood chips, mushroom compost or manure.
- 17.13.2 All mulching Material must have had all resinous toxins removed and the mulch reduced to a near neutral PH. It must also be free from weeds, pests and disease.
- 17.13.3 On all new and previously unmulched beds a geotextile membrane must be put down prior to mulching.

### **17.14 Peat**

In line with the Client's policy no peat must be used, even for the production of containerised bedding plants. The one exception to this must be the use of compost for the production and top-dressing of ericaceous plants, until such time as a suitable alternative is found.

### **17.15 Sand and Aggregates**

Where clean, washed sharp sand is specified it must have particle sizes within the range 0.05mm to 0.25mm. Silica sand must be regarded as sand with particle sizes within the range 0.125mm to 0.5mm. All sand must be lime free. Sand for amelioration must be exactly according to the particle sizes specified, confirmed by the suppliers authorised certificate. Under no circumstances must building sand be used.

### **17.16 Soil Conditioners**

Soil conditioners must be organic materials that are designed to improve the soil structure, aid moisture retention and assist with the removal of thatch in fine turf areas.

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### **17.17 Top Dressing**

Top dressing should be made up of four parts sand to one part sterilised loam.

### **17.18 Topsoil**

17.18.1 Topsoil must consist only of the natural, original surface layer (to a 300mm maximum) when the vegetation has been removed, of grassland or cultivated agricultural land. Topsoil acquired from woodland, heath, moorland or bog or from those areas impaired by industrial activity or contaminated by heavy metals or other pollutants, must not be used.

17.18.2 Topsoil must be fertile, but free from excessive quantities of weed seed, roots of perennial plants, living vegetation or other extraneous material. It must be of uniform composition throughout and must contain at least 6% organic matter, thoroughly mixed with mineral matter. Topsoil must be free from subsoil.

17.18.3 Topsoil must be of a medium loam texture, friable with a crumb structure and must display a reasonable degree of porosity. Reaction must be between pH 6.0-6.5 unless otherwise specified. Topsoil must have no more than 5% stone content by dry weight. The presence of any stones exceeding a 20mm diameter is unacceptable.

17.18.4 Where topsoil is to be provided, the place of origin must be stated and the source may be inspected by the Client's Representative, insitu, for approval prior to importation.

17.18.5 In addition, where a dispute arises regarding the quality of topsoil, the Service Provider must arrange at no additional cost to the Client for an analysis of the soil to be conducted. This must be carried out by an approved independent consultant to determine the physical, chemical and biological content of the soil to be used. The analysis must include at least a determination of soil texture and structure, chemical analysis of pH, available Phosphorous, Potassium, Calcium, Magnesium and Nitrogen; and a biological analysis to include a bioassay and identification of any weed species present.

a) Screened topsoil: Where screened topsoil is specified, in addition to the specification relating to topsoil generally, this must be graded accordingly to screen sizes: 4.5mm, 6.5mm, 12.5mm whereby all of the component material passes through the specified screen.

b) Topsoil for general sportsLandscape use.

### **17.19 Tree Ties**

The Service Provider must only use the tacked rubber belt and pad type of tree tie. Those currently used are known as "Toms Tree Ties", and other equivalent makes may only be used subject to the prior approval of the Client's Representative. Should the Client adopt an alternative make, the Service Provider must allow for any alternative types in his Rates.

### **17.20 Wetting Agents**

Wetting agents must be specifically formulated chemicals that have been developed for use on turf to increase the water infiltration and penetration by altering the surface tension of the water.

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### **17.21 Wildflower Seed Mix**

- 17.21.1 Wildflower seed mixes must comprise seed of native British origin, of ecotypes suitable for the soil and environmental conditions of the site, and which must retain their genetic variation during the seed production process.
- 17.21.2 Wildflower seed must be used within four weeks after receipt from the supplier. Where seed is stored during this period it must be kept in dry, cool conditions.

### **17.22 Windbreaks**

Windbreak material must be Netlon Tensar (or other equivalent approved) cladding attached to chestnut, pressure treated stakes that must be at least 1.4m long. The stakes must be joined together by having a galvanised wire attached to the top of each and the cladding must then be attached to the stake by means of 25mm x 12.5mm stripwood and fixed to the line wire using plastic cable ties.

### **17.23 Wood Chip**

Wood chip must be of a consistent and approved particle size and must be obtained from an approved supplier. All resinous toxins must have been removed and the material must be free from weeds, pests and disease. Any wood chip generated by the Service Provider from his own tree works must only be used if all resinous toxins have been removed.

### **17.24 Planting Materials - General**

- 17.24.1 The Service Provider must be responsible for supplying all plant Material for all landscape schemes.
- 17.24.2 Except where otherwise stated, all plant Material must be grown in the British Isles for at least one growing season and must conform at least to the latest edition of BS 3936-1 Nursery Stock Specification for Trees and Shrubs.
- 17.24.3 BS 3936 defines dimensions for standard and other tree forms and details minimum sizes for the supply of shrubs, conifers and other plants suitable for amenity landscape planting. However, where detailed schedules of plant supply are approved, all plant material supplied must be exactly in accordance with the Specification given irrespective of other minimum standards referred to.
- 17.24.4 Tree dimensions must be specified according to the designation as defined by BS 3936 corresponding to stem circumference, overall and clear stem heights; and must usually be referred to by stem circumference.
- 17.24.5 All plant Material supplied by the Service Provider must be:
  - Pest and disease free.
  - True to type.
  - Of good foliage colour and devoid of discoloured and damaged leaves.
  - On a well developed and undamaged root system.
  - Vigorous and of a habit appropriate to type.
  - Compact, well balanced and symmetrical.
  - Transplanted nursery stock on healthy, vigorous and sound roots with well formed heads and to have been grown at or grown on at the supply nursery.
  - Healthy and containerised subjects must not be root bound and be without evidence of 'circling' in the root system.
  - Subjects must have a well defined leader (where appropriate).
  - Have a reasonable number of flower buds in relation to their size (where appropriate).
  - For Roses to have at least three strong independent shoots arising from the root stock.
- 17.24.6 The Service Provider must give the Client at least 48 hours notice in advance of receipt of plant Material from the supplier, to enable an inspection by the Client's Representative of all plants at the Service Provider's depot or nursery where the plant Material is being used.



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- 17.24.7 These inspections must not be taken as approval of the plant Material, but of setting the standard required. Plants falling below that standard and otherwise not complying to this Specification and attached schedule of individual requirements must be rejected.
- 17.24.8 The Service Provider must obtain plants and seeds from a source approved by the Client's Representative. These must not be obtained from nurseries where they have been grown under soil and climate conditions substantially different from that where they will be ultimately planted.
- 17.24.9 Plant Material must be packaged, transported, handled and stored in accordance with the relevant sections in BS 3936.
- 17.24.10 It must be assumed that all Material is container grown unless specified otherwise.
- 17.24.11 The Client's Representative will issue Instructions each year to the Service Provider detailing his precise requirements. No plant Material must be ordered until in receipt of written confirmation from the Client's Representative.
- 17.24.12 The Service Provider must have available suitable facilities, machinery and sufficient Staff for the receipt of, moving, heeling in and lining out as necessary of plant Material from the supplying nurseries prior to use on a specific Property. On delivery the Service Provider must check on the condition of the plant Material and that it is true to type and is fully in accordance with the order placed with the nursery and this Specification. All such costs must be included in the Service Provider's rates for the supply of plant Material.
- 17.24.13 For bare rooted Material the overall height in centimetres, excluding the roots, must be stated for upright shrubs, conifers and climbers, for spreading shrubs and conifers the spread must be stated, indicated by the suffix 'D'.
- 17.24.14 For container grown Material the volume in litres of the container followed by the height of spread of the plant in centimetres from the compost surface must be detailed. Reference must be made to the British Container Growers Publication, 'Specification of Standards for the Production of Hardy Container Grown Plants' to determine the plant habit, minimum number of breaks in the lower third of the plant and the requirements for caning.
- 17.24.15 If any plants scheduled are not available, substitutes may be accepted subject to prior approval of the Client's Representative in writing. Substitutes must only be of the nearest equivalent species or variety and of comparable size. Substitute Material must be covered by the liability guarantee as for other plant Material.
- 17.24.16 Plant Material not conforming to the requirements of the Client's Representative must be replaced within three working days of receipt of an Instruction to replace, at the Service Provider's expense.
- 17.24.17 When the Service Provider is required to provide plant material not covered by the categories within this Section, the Client's Representative will supply the Service Provider with a specification as appropriate.
- 17.24.18 Every effort must be made to limit the time period between lifting and despatch and the time period between receipt and planting.
- 17.24.19 Container grown Material must be maintained upright in their containers and watered as required by local conditions.

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- 17.24.20 On receipt, bare-rooted plants must be immediately heeled-in to moist friable topsoil or compost. Where heeled-in, plants must be well firmed to exclude air pockets (particularly on the inside of bundles) and must be watered periodically as local conditions require. Protection must be given against damage by small mammals.
- 17.24.21 Root-balled plants must be kept moist and must be protected from direct sunlight. If root-balled plants are to be stored for more than three days they must be placed on a well drained surface and the root balls entirely covered with peat, bark or compost.
- 17.24.22 On any new permanent planting scheme, such as shrub, rose or herbaceous beds a temporary wind-break must be erected to provide protection to the planting from the appropriate direction.
- 17.24.23 The Service Provider must allow in his Rates to maintain the windbreak in good condition for a period of one year after planting.

### 14.2 Annual Bedding - Supply and Plant, General

- 17.25.1 To allow the Client a degree of flexibility in planning its bedding schemes over the period of the Contract, no actual varieties are named. The range of plant types are listed below as examples of the plants. The Service Provider's tender must cover the supply of similar, but unnamed plants on the Client's Representative's Instruction.

#### Summer Bedding

Box grown plants	-	Alyssum, Impatiens, Lobelia, Marigold
Box grown Begonias	-	Begonia non-stop, Begonia semperflorens
Pot grown plants	-	Dianthus, Gazania, Petunias, Salvia
Pot grown Geraniums	-	Century, Ivy leaf, Mrs Peake
Pot 'dot'/Intermediate plants	-	Canna, Cineraria, Cordyline, Fuchsia, Salvia

#### Spring Bedding

Bellis	-	Carpet, Pomponnette
Myosotis	-	Blue ball, Royal blue
Pansy	-	Lyric, Universal
Polyanthus	-	Crescendo, Presto
Wallflowers	-	Bedder range, Monarch, Tom Thumb

- 17.25.2 Bedding plants must normally be planted out in the following densities:
- |                           |   |   |
|---------------------------|---|---|
| Normal bedding plants     | - | between 30 and 40 plants per square metre |
| Bulbs in bedding displays | - | 20 bulbs per square metre                 |
| Bulbs on their own        | - | 50 bulbs per square metre                 |
- 17.25.3 All bedding schemes and beds are to be marked out and planted in accordance with any relevant landscape drawings.
- 17.25.4 Plants must be spaced in a random fashion, except edging or dot plants which must be planted uniformly.
- 17.25.5 During the preparation of the beds all stones exceeding 20mm, weeds, litter and other debris must be removed prior to planting.
- 17.25.6 After digging and the inclusion of the appropriate organic matter/fertilizer, the beds must be consolidated by treading and raking until a fine tilth is obtained.
- 17.25.7 Canes and ties as approved by the Client's Representative must be provided by the Service Provider to secure any plants that require staking.

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- 17.25.8 All plants must be correctly firmed into place, avoiding excessive compaction and damage to the roots or the aerial part of the plant.
- 17.25.9 All plants must be thoroughly watered in following planting, using only a low pressure hose or similar. This is to avoid damage to the plants, the soil in the bed itself and the surrounding area.
- 17.25.10 Unless otherwise Instructed by the Client’s Representative, no bed must be stripped in excess of seven days in advance of planting, and no bed must be stripped unless bed preparation is to be completed within five days. No bed must be stripped and left in an uncultivated condition over a weekend.

### **17.26 Annual Bedding - Supply and Plant, Summer Bedding**

- 17.26.1 Summer bedding must be prepared and planted out in the last two weeks of May and the first two weeks of June unless otherwise stated.
- 17.26.2 After clearing, the beds must be forked over or rotovated to a minimum depth of 275mm and a suitable fertilizer must be added.

### **17.27 Annual Bedding - Supply and Plant, Spring Bedding**

- 17.27.1 Spring bedding must be prepared and planted out in the last two weeks of September and the first two weeks of October unless otherwise stated.
- 17.27.2 After clearing, a depth of at least 50mm of organic matter must be evenly applied and incorporated into the soil by single digging. The Service Provider should make allowances to do this on 1/3 of the beds within the Contract per year on a rotational basis. This should be arranged so that all of the beds within a certain Property are done and individual beds are not left when others in the immediate vicinity have been worked on. The Service Provider must submit a Work programme to the Client’s Representative prior to the commencement of the Contract Period.

### **17.28 Bulbs - Supply and Plant**

- 17.28.1 All bulbs, corms and tubers must be supplied by the Service Provider, from an approved supplier.
- 17.28.2 Bulbs must be specified by circumference measurement in centimetres at the greatest point, when measured perpendicular to the axis of the stem, after having been lifted and air dried. All bulbs must conform at least to the minimum standard as defined by the latest BS 3936, Part 9: Specification of Bulbs, Corms and Tubers.
- 17.28.3 All bulbs, corms and tubers must be lifted for transplanting in the dormant state unless specified otherwise (e.g. Galanthus). They must be supplied reasonably free from soil, without physical damage or excessive signs of desiccation. In addition they must give expectation of flowering in the first season after planting.
- 17.28.4 Each lot must bear a label indicating species and cultivar or mix if appropriate, the number of bulbs contained, the size class and note of any preparatory treatment that has taken place.
- 17.28.5 All bulbs supplied must be Dutch or Jersey grown and the minimum size standards for each type of bulb are listed below:

Tulips	-	110 - 120mm
Narcissi	-	D.N.2
Anemone	-	70mm - 80mm
Crocus	-	100mm plus
Hyacinth	-	150 - 160mm
Galanthus	-	40mm plus
Iris	-	70mm - 80mm

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- 17.28.6 The intended planting site must be stripped off all existing plant material, weeds, stones, deleterious material and spoil which is to be disposed of at a suitable previously agreed tip.
- 17.28.7 The site must be forked over to a depth of 275mm, incorporating a base fertilizer.
- 17.28.8 The site must then be trod, firmed and raked to a medium tilth and shaped to a level, well drained profile.
- 17.28.9 This intended shape, size and condition of the site must be maintained by the Service Provider throughout the Contract Period.
- 17.28.10 Where subjects are to be planted in turf the grass must be cut with an approved mowing machine at a height appropriate for that particular location, prior to the planting operation. The site must be cleared of stones, litter and other debris and these should then be disposed of at a suitable, previously agreed tip.
- 17.28.11 The bulbs must be positioned on the site in accordance with the planting plans, and schedules which must be supplied to the Service Provider prior to the date of planting. Spacing and planting distances must be specified on the planting plans and subjects must be planted in a random manner, i.e. not in straight line.
- 17.28.12 By the use of a trowel or dibber, a planting hole of the approximate depth given below should be excavated. Insert each bulb or corm, shoot uppermost and give it a gentle twist so that the base is in firm contact with the soil. Cover the bulb with the excavated soil and firm with the hand to avoid air pockets.

17.28.13 Approximate depth of planting for bulbs:

Narcissus (division's 1, 2, 3)	-	75mm - 100mm
Tulip	-	125mm - 150mm
Hyacinth	-	125mm - 150mm
Crocus	-	75mm

The depth of planting and spacing must be uniform across the whole bed when planting in bedding areas.

- 17.28.14 When planting in bedding areas the bulbs must be positioned and planted after any bedding plants, but extra care is to be taken when planting the bulbs so as not to damage or disturb the bedding already planted.
- 17.28.15 Footprints and other depressions should be removed and the desired soil profile maintained by lightly hoeing or forking over the site to a depth of 25mm, taking care not to damage the bulbs or hoe-off the plant shoots.
- 17.28.16 The Service Provider must carry out routine maintenance visits in order to maintain planted areas in a neat, tidy and attractive appearance, ensuring maximum flowering capacity and in accordance with this Specification.
- 17.28.17 All areas must be cleared of weeds and other debris by hand, hoe or form as required avoiding excessive treading or compaction of the soil. The spoil to be removed from site and disposed of at a suitable, previously, agreed tip.

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### 17.29 Herbaceous Plants - Supply and Plant

- 17.29.1 The Service Provider must allow five days after cultivation of soil before planting new stock. Plants must be planted in accordance with the planting plan provided by the Client's Representative.
- 17.29.2 Planting must be carried out using a trowel or spade at a distance of 300mm to 450mm apart (depending on species) making a hole large enough to freely accommodate plant roots without damage or distortion. Plants must be planted so that the crown is just below the soil surface and the soil firmed around the roots using hand or foot. Plants must be thoroughly watered after planting.

### 17.30 Roses - Supply and Plant

- 17.30.1 Within the Contract there are two groups of roses, either container grown or open ground grown and these are then split into the three types, as shown below:

#### Container grown roses

R1	Shrub, Bush	Size - 3 litre container
R2	Climber, Rambler	Size - 3 litre container
R3	Miniature Roses	Size - 2 litre container

#### Open ground grown roses

R4	Shrub, Bush	Size - Minimum stem length 0.35m
R5	Climber, Rambler	Size - Minimum stem length 0.45m
R6	Standard	Size - Stem length between 1m and 1.1m

### 17.31 Shrubs - Supply and Plant

- 17.31.1 Within this Contract there are two groups of shrubs, either container grown or open ground grown and these are split into six different types.

**NB:** Species listed are examples only, and the shrubs to be supplied must be exactly as specified on the drawing or accompanying schedule and may differ from those listed here.

#### Container grown shrubs

- S1 Ground cover plants (incl. herbaceous, alpines etc.)  
Size - 0.3 litre container. Examples - Erica, Calluna, Daboecia, Hedra, Hypericum, Thymus, Rubus, Vaccinium, etc.
- S2 General amenity shrubs (incl. climbers, conifers, some hedging plants).  
Size - up to 3.0 litre container. Examples - Abelia, Berberis, Ceanothus, Deutzia, Escallonia, Fuchsia, Hydrangea, Kolkwitzia, Olearia, Potentilla, Viburnum, Weigela etc.
- S3 General amenity shrubs (incl. climbers, conifers, some hedging plants).  
Size - over 3.0 litre container. Examples - Abelia, Berberis, Ceanothus, Deutzia, Escallonia, Fuchsia, Hydrangea, Kolkwitzia, Olearia, Potentilla, Viburnum, Weigela etc.
- S4 Specialised amenity shrubs.  
Size - up to 3.0 litre container. Examples Acer palmatum, Camellia, Carpentaria, Bamboos, Embotrium, Hamamelis, Magnolias, Parrotia, Rhododendron, Stewartia etc.
- S5 Specialised amenity shrubs.

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Size - over 3.0 litre container. Examples - Acer palmatum, Camellia, Carpentaria, Bamboos, Embotrium, Hamamelis, Magnolias, Parrotia, Rhododendron, Stewartia etc.

### **Open ground shrubs**

S6 Hedging plants.  
Size - 400mm to 600mm high.  
Examples - Corylus, Crataegus, Fagus, Ligustrum etc.

- 17.31.2 Unless otherwise agreed, planting of shrubs and roses must take place in the dormant season, which is generally from the last week in October to the second week in April (inclusive), for containerised stock and November to March for bare rooted stock.
- 17.31.3 The top soil is to be cultivated by digging to a depth of 300mm or double digging to 500mm for new areas. This should be carried out with cultivators, rotovators or similar approved equipment with care being taken not to bring up the subsoil. During this operation an approved compost should be incorporated (well rotted farmyard manure or an equivalent material, but not a peat based product). The result of this Work should be to provide a medium to fine tilth. Cultivation by hand to the same standard must be carried out where machinery cannot be used, is not available or is not suitable.
- 17.31.4 During the preparation of the beds all stones exceeding 20mm, weeds, litter, and other debris such as any dead or unwanted shrubs or roses, must be removed and disposed of to a suitable previously agreed tip prior to planting.
- 17.31.5 Prior to planting all beds are to be top dressed with a green fertilizer which must be raked into the surface.
- 17.31.6 If the bed is to be mulched this should be evenly applied after planting to a depth of 50mm to 75mm and care should be taken not to smother the 'crown' of shrubs or other plants.
- 17.31.7 The positions of the shrubs and roses to be planted must be marked out in accordance with the planting plan or as specified. When the plants are set out, precautions must be taken to prevent the roots from drying out.
- 17.31.8 Planting holes must be excavated to a depth and width equal to that of the container or root structure plus such space as is required to adequately accommodate the roots without restriction or damage. Polythene and other non-perishable containers must be removed and any badly damaged roots carefully pruned. Each plant must be placed upright in the centre of a hole and set at nursery level, with due allowance for settlement. The hole must be backfilled to half its depth and firmed by treading, care being taken not to crush the root ball. The remainder of the soil must then be returned and again firmed by treading.
- 17.31.9 All hybrid tea and floribunda roses must have each stem pruned back after planting to three outward facing buds.
- 17.31.10 Some shrubs may need short stakes for support and the Service Provider must supply and install stakes and ties as required to ensure the stability of shrubs. In addition to this all Standard roses must be staked using softwood stakes 25mm x 25mm square and 1500mm long, driven into the ground so that the top of the stake is just below the crown of the rose. At least one suitable, approved rose tie must then be used to secure the rose to the stake.
- 17.31.11 The Service Provider must arrange for all newly planted shrubs and roses to be adequately watered in to ensure that the water reaches the roots of the plants without washing out the top soil.

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**SECTION 18 - INVASIVE ALIEN SPECIES REGULATIONS 2014**

18.1 The Service Provider will be required to assist the Client in meeting their obligations under the latest Regulation (EU) 1143/2014 (Invasive Aliens Species Regulations 2014) and Part 4 of the Anti-Social Behaviour, Crime and Policing Act 2014 in respect of the identification, monitoring and control of Japanese Knotweed and similar species on the Properties forming part of this Contract, and in reporting any incidence of Japanese Knotweed and similar species located on the Properties forming part of this Contract, or on any adjoining property whether in the ownership or management of the Client or not which may threaten encroachment on to a Property forming part of this Contract. The actual treatment, removal and disposal of Japanese Knotweed and similar species may be required to be undertaken by a Specialist Sub-contractor.

<b>Species</b>	<b>Common Name</b>	<b>Taxon Group</b>
Acaena novae-zelandiae	Pirri-Pirri bur	flowering plant
Azolla filiculoides	Water Fern	fern
Carpobrotus edulis	Hottentot-fig	flowering plant
Cortaderia selloana	Pampas Grass	flowering plant
Crassula helmsii	New Zealand Pigmyweed	flowering plant
Fallopia japonica	Japanese Knotweed	flowering plant
Fallopia sachalinensis	Giant Knotweed	flowering plant
Gunnera	Gunnera species	flowering plant
Heracleum mantegazzianum	Giant Hogweed	flowering plant
Hydrocotyle ranunculoides	Floating Pennywort	flowering plant
Impatiens capensis	Orange Balsam	flowering plant
Impatiens glandulifera	Himalayan Balsam	flowering plant
Lagarosiphon major	Curly Waterweed	flowering plant
Ludwigia grandiflora	Water Primrose	flowering plant
Lysichiton americanus	American Skunk-cabbage	flowering plant
Mimulus guttatus	Monkey Flower	flowering plant
Myriophyllum aquaticum	Parrot's Feather	flowering plant
Persicaria wallichii	Himalayan Knotweed	flowering plant
Prunus laurocerasus	Cherry Laurel	flowering plant
Rhododendron ponticum	Rhododendron	flowering plant

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**SECTION 19 - FREQUENCY SCHEDULES**

- 19.1 The frequencies that the tasks are to be performed are as denoted in Sections 1-17 of this Specification with the exception of the specific requirements of the Drew Park estate which is dealt with separately in Section 20.
- 19.2 With the agreement of the Client’s Representative certain tasks, most notably grass cutting, may be varied as a result of climatic conditions. In such cases the Service Provider is to be pro-active in determining tasks to be varied and alternative tasks to be undertaken in order to maintain and potentially enhance the service to Customers at no additional cost. The Client’s Representative’s decision on whether the frequency of tasks may be varied is final.

**19.3 Frequency Schedule**

<b>Task</b>	<b>Summer Months (April to October) Frequency</b>
Grass Cutting	Every two weeks (14 cuts)
Grass Edging	Every two weeks plus annual edge reforming
Shrub, Rose and Herbaceous Beds	8 Visits
Shrub Pruning	Once in March each year,
Rose Pruning	Once in October each year
Pesticide Application	As set out in Section 10 – Use of Pesticides
Weed Control	As required, generally every visit (minimum of 8 visits for hard surfacings)
Hedge Trimming	3 times per year
Leaf Collection	At each visit until clear
Ditches/Drainage Channels	Checked once per month Strimmed either in April or July
	<b>Winter Months (November to March)</b>
Grass Cutting	Once a month in November and twice in March (3 cuts)*
Leaf Collection	Every two weeks until clear
Shrub, Rose and Herbaceous Beds	1 Visit in February
Shrub pruning	As required dependent on species
Pesticide Application	As set out in Section 10 – Use of Pesticides
Ditches/Drainage Channels	Once per month as set out in SECTION 23 – MAINTENANCE OF DITCHES AND DRAINAGE CHANNELS
Ditches/Drainage Channels	Checked once per month Strimmed in November Base dug out every other year in November.

\* At the Client’s Representative’s option, any of these three cuts may be rescheduled or omitted depending on climatic considerations. In the case of any omitted cuts over the full year, the



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Contract sum for the area/Property concerned will be adjusted.

### **SECTION 20 – LAWN CARE AT DREWS PARK, DEVIZES**

20.1 Drews Park is a Grade II listed building set in 40 acres of parkland on the outskirts of Devizes. The amenity grassed areas and grass garden areas extend to approximately 16,000 square metres.

The objective is to improve the quality and appearance of the grass throughout the site with a schedule of mowing to achieve a stripped effect, weed and moss treatment, scarification, aeration and fertilisation.

The Service Provider is requested to provide for a mowing programme based upon a schedule in which:

- All areas are to be mown within one or two consecutive days, subject to weather conditions; on each cut throughout the cutting season;
- Grass should preferably not be cut on wet days or heavy saturated ground;
- Preferred length of grass 50-65 mm depending upon the weather conditions;
- Cuttings from all areas should be removed immediately. All arisings should be collected after each schedule cut. In autumn or during heavy falls of leaves both clippings and leaves should be collected and disposed of off-site;
- Areas adjacent to the houses should be mown with hand operated pedestrian machine with arear roller to leave a stripped finish and clippings removed;
- Where possible all grass cutting is to be done in parallel lines leaving the lawns with a striped effect;. All strips should be vertical to the adjacent buildings;
- Areas where daffodils are grown should not be mown until they have died down; approximately six weeks after flowering;
- Edges should be strimmed or clipped; all arisings to be disposed off site;
- Lawns to receive two treatments (spring and autumn) each year with granular weed and moss killer and fertiliser nutrients, all arising created from this treatment are to be removed off site;
- Lawns are to be aerated in conjunction with the autumn treatment;
- The Service Provider is responsible for lawn irrigation if there is a prolonged drought after the spring lawn treatment.

20.2 When strimming please avoid damaging the legs of benches belonging to residents, signage posts, lamp posts etc., or a non-mechanical clipper could be used to address this issue

20.3 One mower's width should be cut around the grass on the field side of Thomas Wyatt Road from the entrance to the end of the cricket field, to avoid grass blocking the drains

20.4 The Service Provider is responsible for moving and reinstating containers/pots, and other moveable garden furniture, features, ornaments located on or adjacent to the lawns to be mowed.

20.5 The use of herbicides to prevent or control grass growth adjacent to any obstacle is specifically banned.

20.6 Drews Park has a part time site gardener who is responsible for the following operations:

- tending the flower beds and shrubs, weeding, watering in summer;
- cutting the hedges and larger shrub beds;
- collecting litter;
- spraying for weeds along the pathways;
- blowing leaves and twigs off the parking areas, paths and roadsides;
- small tree pruning;
- raking up leaves in autumn and winter;
- keeping the bin stores tidy;
- weekly health and safety checks on the children's play area