



Homes
England

Making homes happen

Homes England Landscape Maintenance (StdLM)

Homes England Contract Particulars and Specification for Landscape
Maintenance Works, Under £10K in Value

Supplier Questionnaire

Version 6.0, March 2020



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Document Control

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Checked	Cath Neve		
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Reviewed	Hewitsons LLP		

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PART A: INFORMATION

The Supplier **SHOULD RETURN ALL DOCUMENTS** within the following section as part of their Questionnaire response.

- This section provides information on the required works.
- Suppliers are required to **READ THIS SECTION** carefully to understand Homes England's requirements.
- This section **DOES NOT** need to be printed and returned with your completed Questionnaire

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1 Background Information

Homes England has extensive landholdings throughout England. The Homes England landholdings are diverse in both size and content. The landholdings comprise primarily green and brownfield development sites, coalfields, residual Community Related Asset (CRA) and land under agricultural tenancy. The level of intensity of public use within these landholdings varies greatly, ranging from negligible to significant.

These sites bring significant opportunities, helping make contributions to both government house building targets and local communities' quality of life. However, stewardship of such sites also bring with them health and safety, trespass and other liabilities.

Homes England has a common law 'duty of care' and a duty under the Occupiers Liability Acts 1957 and 1984 to ensure that, as far as is reasonably practicable, all land under Homes England ownership is regularly inspected and maintained in such a manner as not to cause injury to visitors (including trespassers) or neighbours. As part of the solution to manage such liabilities Homes England procure the services of suppliers to undertake planned and emergency landscape maintenance, cleansing and inspection activities on its estate.

Whilst Homes England takes all reasonable steps to plan services and works on its landholdings, unforeseen circumstances may arise, which require remedial services/works, including those of an emergency nature. Homes England, therefore, requires suppliers who are able to carry out a wide variety of services/works on these sites, in some instances at short notice, with assurances that these suppliers are competent to do so.

Information is required from suitably experienced suppliers, to join the Homes England's Register for landscape services/works throughout the North West, North East, Yorkshire and The Humber, Midlands, East and South East and South and South West areas of England. This Register will be used to procure services/works under £10k in value. All services/works above this threshold value are subject to open competition under the government's transparency agenda and are, therefore, required to be nationally advertised. Homes England publish information on Contracts above £10K in value through external website Contracts Finder, a link for which is provided below:

<https://www.gov.uk/contracts-finder>

Homes England is seeking suppliers who have suitable technical skills, a commitment to providing excellent customer service, health and safety record and can work in partnership with clients. Supplier competencies will be assessed through the enclosed Questionnaire (contained within Section B) which sets out the information that Homes England deems relevant to the selection of suppliers for services/works up to the value of £10k. The Register is an 'open' listing. Following assessment of the completed Questionnaire and subject to meeting the required standards suppliers may be added to the list at any time.

Homes England and its appointed agents will treat as confidential any information which is not in the public domain and which is provided specifically in response to this Questionnaire pursuant to Section 7 'Transparency' and Section 8 'Freedom of Information'. No information contained in this document or in any communication made between Homes England and any supplier in connection with this exercise shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this document. Under no circumstances shall Homes England incur any liability in respect of this or any supporting documentation.

Homes England will not reimburse the costs incurred by suppliers in connection with the preparation and submission of their response to this Questionnaire.

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Homes England

Homes England is the single, national housing and regeneration delivery body for England.

Our vision is to create opportunity for people to live in homes they can afford in places they want to live, by enabling local authorities and communities to deliver the ambition they have for their own areas.

We achieve this by:

- Understanding the needs and aspirations of people and communities through close working with local authorities on local investment planning;
- Enabling local delivery through the channelling of our expertise and investment; and
- Working effectively with the market, housebuilders, investors and other stakeholders.

For more information visit Homes [England – GOV.UK](https://www.gov.uk/government/organisations/homes-england)

2 Instructions for Completion

Suppliers are invited to complete all parts of the enclosed Questionnaire 'Part B: Documents to be Returned' together with any requested supporting information and return to Tenders@tep.uk.com.

Suppliers should answer all questions as accurately and concisely as possible. Where a question is not relevant to the supplier's organisation, this should be indicated, along with an explanation.

Supporting information should be presented in the same order as the Questionnaire and should be clearly referenced to the relevant question.

Questions should be answered in English.

Responses will be evaluated in accordance with the evaluation criteria set out in Section 10.

Suppliers must be explicit and comprehensive in their response to this Questionnaire as this will be the single source of information on which responses will be assessed.

Failure to provide the required information, make a satisfactory response to the question, or supply documentation referred to in responses, may mean that the Questionnaire is not further evaluated.

Suppliers are advised neither to make any assumptions about their past or current supplier relationships with Homes England nor to assume that such prior relationships will be taken into account.

Homes England expressly reserves the right to require suppliers to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Questionnaire.

This Questionnaire is provided on the same basis to all suppliers.

2.1 Grounds for Mandatory Exclusion

The following guidance relates to the Questionnaire [Section 2 - Grounds for mandatory exclusion](#).

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You may be excluded joining the Register if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact Homes England for advice.

Any supplier that answers ‘Yes’ to questions 2.1 Grounds for Mandatory Exclusion and 2.2 Non Payment of taxes must refer to Section [2.3 Self-Cleaning](#).

2.2 Grounds for Discretionary Exclusion – Part 1

The following guidance relates to the Questionnaire [Section 3 - Grounds for discretionary exclusion – Part 1](#).

Conflicts of interest

In accordance with Question 3.1(e), Homes England may exclude the supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the supplier to inform Homes England, detailing the conflict in a separate Appendix.

Taking Account of Suppliers’ Past Performance

In accordance with question (g), Homes England may assess the past performance of a supplier (through a Certificate of Performance provided by a Customer or other means of evidence). Homes England may take into account any failure to discharge obligations under the previous principal relevant contracts of the supplier completing the Questionnaire. Homes England may also assess whether specified minimum standards for reliability for such contracts are met.

Any supplier that answers ‘Yes’ to questions 2.2 Grounds for Discretionary Exclusion must refer to [Section 2.3 Self-Cleaning](#).

2.3 Self-cleaning

Any supplier that answers ‘Yes’ to questions 2.1 Grounds for Mandatory Exclusion, 2.2 Non-payment of taxes and 3.1 Grounds for discretionary exclusion should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self-cleans” the situation referred to in that question. The supplier has to demonstrate it has taken such remedial action, to the satisfaction of Homes England in each case.

If such evidence is considered by Homes England (whose decision will be final) as sufficient, the supplier concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the supplier shall, as a minimum, prove that it has:

- Paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- Clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- Taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

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The measures taken by the supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by Homes England to be insufficient, the supplier shall be given a statement of the reasons for that decision.

2.4 Technical and Professional Ability

The following guidance relates to the Questionnaire [Section 4 - Technical and Professional Ability](#).

Please provide details of up to three contracts, in any combination from either the public or private sector, that are relevant to Homes England's requirement. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years, and VCSEs may include samples of grant funded work.

The named customer contact provided should be prepared to provide written evidence to Homes England to confirm the accuracy of the information provided below.

3 Supplier Contact Point

Suppliers have been asked to include a single point of contact in their organisation for their response to the Questionnaire (Section 1.1). Homes England shall not be responsible for contacting the supplier through any route other than the nominated contact. The supplier must, therefore, undertake to notify any changes relating to the contact promptly.

4 Scope of Services/Works

Homes England's approach to landscape maintenance is led by the following principles:

- Delivery of aesthetical benefits to both promote the sale of land to prospective developers and address potential impact of the landscape on adjacent residential and business properties;
- Ensure that services/works delivered on the Homes England's estate are done so in accordance with statutory duties, industry best practice and in particular health and safety legislation;
- Ensure Homes England's duty of care is met for both authorised and unauthorised visitors to sites, removing, reducing and mitigating risks via identification and implementation of appropriate works;
- Promote maintenance in accordance with biodiversity regulations and best practice;
- Proactive delivery to work requirements; and
- Proactive identification and rectification of health and safety issues.

Homes England require competent suppliers who are capable of undertaking a range of landscape maintenance services/works across its estate. Homes England anticipates that suppliers will deliver the services/works as direct works i.e. not subcontracted. Where the supplier wishes to subcontract services/works consent is required in writing from Homes England (refer to Appendix 1, Terms and Conditions, Clause 6.9 'Assignment and Subcontracting').

Service/works comprise of ongoing routine services/work on a specific site/area or ad-hoc emergency works. Such works typically comprise of the following:

- Site inspections;
- Site cleansing;
- Graffiti removal;
- Grass cutting;
- Hedge cutting;

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- Weed control;
- Sports pitches;
- Invasive species;
- Shrub/ornamental maintenance;
- Swing barriers;
- Bollards;
- Installation and repair to fencing including post and rail, stockproof fencing and field gates;
- Installation of signage including wooden and metal signage;
- Play area maintenance;
- Felling of individual trees & minor tree works; and
- Removal of fly-tipping.

Those suppliers who satisfy Homes England's requirements will be entered onto the Supplier Register. The Register will be used as a source of identifying suitable suppliers to deliver landscape service/works under £10K in value. Homes England reserves the right to appoint suppliers outside of this Register. Homes England can **give no guarantee** as to the size and scale of the services/works which may be awarded to suppliers on the Register within any given year or indeed that any services/works will be awarded.

When services/works are required, suitable suppliers will be identified from the Register based on their geographical location and the skills provided. Suppliers will be provided with a digital Pricing Schedule and any additional relevant information required to allow suppliers to price the services/works e.g. access requirements, drawings. An example Pricing Schedule and Drawing typically issued to suppliers is included within Appendix 3 and 4 respectively. The Pricing Schedule provided will make specific reference to the supporting Specification (where appropriate) included within Appendix 2.

The Specification within Appendix 2 details those services/works which Homes England routinely procure for works under £10K in value. Homes England reserves the right to provide additional specifications not included within this document related to specific site services/works. This will be provided with the Pricing Schedule along with any standard details as required.

All Pricing Schedules and Drawings will be issued with direct reference to this document (Ref: StdLM March 2020, v6.0) for which suppliers are required to 'Sign-up' to as part of this Questionnaire return. Any supplier found to be in breach of StdLM March 2020, v6.0 during the completion of any services/works may be requested to cease service/works immediately until any such breaches are corrected to the satisfaction of Homes England.

Services/works of up to £5K in value may be directly awarded to one supplier. For services/works between £5 - £10K, Homes England may seek between 3 – 5 quotes.

Suppliers will be required to provide method statements and risk assessments for any services/works commissioned, and these will be subject to approval of the appointed Supervising Officer prior to commencement of any service/works.

The offering of a Contract is represented by the issuing of a Purchase Order by the Homes England. Suppliers will be required to invoice the services/works to Homes England to the address agreed with the Supervising Officer.

Suppliers **must** quote the Homes England Purchase Order reference number on all invoices. Payment will usually be on completion of the services/works, with suppliers required to submit the relevant invoice within 1 month of satisfactory completion. In some situations payment may be required to be split into staged payments. Suppliers will be informed of payment terms within the digital Pricing Schedule provided for pricing.

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Payment terms are 28 days from receipt of an accurate invoice (clearly stating the Purchase Order Number) and satisfactory completion of the service/works.

5 Health & Safety

Suppliers wishing to deliver physical services or works to Homes England, must either be registered and assessed by a prequalification assessment scheme which is a member of SSIP (Safety Schemes in Procurement), or be able to demonstrate membership of an equivalent scheme.

Where a supplier has chosen a route of SSIP membership, this must be in place prior to a supplier being added to the Register. Further information on SSIP and details of assessment scheme members can be found on <http://www.ssip.org.uk/>. If a supplier is registered and compliant with a SSIP approved scheme, then the requirements for your Questionnaire response will be reduced. The validity of SSIP membership will be checked and verified as part of your response to Questionnaire.

Suppliers who are not a SSIP member and do not plan to be may submit details of equivalent membership. Details of equivalent membership schemes submitted by suppliers will be investigated. Homes England reserves the right to contact suppliers to investigate this further in order to assess these fairly.

6 Terms and Conditions

The Terms and Conditions shall be those of Homes England Appointment of Landscape Contractor. The Terms and Conditions are provided within Appendix 1. Homes England will not consider requests for alterations to the Terms and Conditions. Suppliers are required to 'Sign-Up' to the aforementioned Terms and Conditions and supporting Specification in the completion of this Questionnaire (Form B2). All services/works instructed under StdLM, March 2020, v6.0 will be subject to these Terms and Conditions and Specification included within Appendix 2, the supplier agreed to abide to these Terms and Conditions in relations to all services/work undertaken on behalf of the Homes England.

Suppliers may be asked to re-sign these Terms and Conditions every 2 years. Incidences may arise over the 2 year period where specific changes or amendments to legislation, best practice or industry standards require suppliers to formally acknowledge any such amendments and/or for Homes England to notify suppliers of any proposed changes to the Terms and Conditions. This may be done by reissue of all documentation or issuing of an addendum letter which suppliers will be required to sign and return. Any proposed changes by Homes England will be reasonable and proportionate to the legislative or industry standard amendments.

The Homes England Terms and Conditions and Specification promote best practice and legislative compliance by all suppliers engaged to undertake services/works on its behalf. Suppliers should ensure that they have good working knowledge of legislative requirements, best practice and industry standards; specifically those referenced within Terms and Conditions and Specification.

7 Transparency

The award of Contracts under this agreement are subject to the transparency arrangements being adopted by the UK Government. These arrangements include the publication of tender documentation issued by the Homes England and the Contract between Homes England and supplier. Suppliers should highlight any areas they consider commercially sensitive in order for Homes England to be able to honour our transparency obligations without undermining the supplier's commercial interests.

The contract value associated with the successful Tender and the name of the supplier may be published. As part of the Governments Transparency Agenda, Homes England regularly makes available details of expenditure in excess of £500.00 by suppliers.

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8 Freedom Of Information

Suppliers are advised that Homes England is subject to the Freedom of Information Act 2000 ("The Act"). If a supplier considers that any of the information supplied as part of this Questionnaire should not be disclosed because of its commercial sensitivity, confidential or otherwise, they must, when providing this information, clearly identify the specific information they do not wish to be disclosed and clearly specify the reasons for its sensitivity. Homes England shall take such statements into consideration in the event that it receives a request pursuant to the Act which relates to the information provided by the interested party. Please note; it is insufficient to include a statement of confidentiality encompassing all the information provided in the response.

9 Bribery and Corruption

Homes England takes a zero-tolerance approach to bribery and corruption and sets high standards of impartiality, integrity and objectivity in relation to the stewardship of public funds and the management of its activities. The principles contained within this policy apply to both internal and external audiences, including anyone wishing to undertake business or engage with Homes England. Please refer to for further information.

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10 Questionnaire Evaluation Criteria

RELATING TO PART B, SECTION B1 – SUPPLIER QUESTIONNAIRE			
<ul style="list-style-type: none"> All suppliers are required to complete the Questionnaire. Criteria for evaluation are pass or fail. If a supplier 'fails' any element of the Questionnaire, then they will be unable to be added to the Register. 		Assessment methodology: Pass – all information/documentation provided Fail – major information requirements missing If any part is left incomplete the section will be marked as Fail	
Section	Title	Assessment	Guidance
1. Legal Standing			
1.1	Supplier Details	Pass/Fail	Pass – all information/documentation provided Fail – major information requirements missing If any part is left incomplete the section may be marked as Fail. If the question is not applicable, please mark your response as "N/A" and provide a brief explanation.
1.2	Contact Details	Pass/Fail	Pass – all information/documentation provided Fail – major information requirements missing <i>Please Note - Suppliers should provide a single point of contact in their organisation for their response to the Questionnaire. Homes England will not be responsible for contacting the supplier through any other route other than the nominated contact. The supplier must, therefore, undertake to notify any changes to the contact promptly. The supplier's single point of contact should have the necessary authority to tender for services/works and enter into Contracts on the organisations behalf, including approval and decision making.</i>
1.3	Licensing and Registration	Pass/Fail	Pass – all information/documentation provided Fail – major information requirements missing If any part is left incomplete the section may be marked as Fail. If the question is not applicable, please mark your response as "N/A" and provide a brief explanation.
2	Grounds for Mandatory Exclusion	Pass/Fail	Homes England may treat as ineligible and may not select a supplier in accordance with the Regulations, if the supplier or its directors or any other person who has powers of representation, decision or control of the supplier has been convicted of any of the defined offences. Pass – all questions answered 'no' or any 'yes' responses accompanied with further details in a separate Appendix. Reasoning provided is to the satisfaction of Homes England.

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RELATING TO PART B, SECTION B1 – SUPPLIER QUESTIONNAIRE			
<ul style="list-style-type: none"> All suppliers are required to complete the Questionnaire. Criteria for evaluation are pass or fail. If a supplier 'fails' any element of the Questionnaire, then they will be unable to be added to the Register. 		Assessment methodology: Pass – all information/documentation provided Fail – major information requirements missing If any part is left incomplete the section will be marked as Fail	
Section	Title	Assessment	Guidance
			Fail – failure to answer any questions or any question answered 'yes' without further details provided in a separate Appendix, or reasoning is not to Home England's satisfaction.
3	Grounds for discretionary exclusion – Part 1	Pass/Fail	Homes England may treat as ineligible and may not select a supplier in accordance with the Regulations, if the supplier or its directors or any other person who has powers of representation, decision or control of the supplier has been convicted of any of the defined offences. Pass – all questions answered 'no' or any 'yes' responses accompanied with further details in a separate Appendix. Reasoning provided is to the satisfaction of Homes England. Fail – failure to answer any questions or any question answered 'yes' without further details provided in a separate Appendix, or reasoning is not to the Homes England's satisfaction.
4	Technical and Professional Ability	Pass/Fail	Pass – Sections 4.1 to 4.4 OR 4.5 complete in full with information which relates to the subject matter of the contract Fail – 4.1 to 4.4 OR 4.5 incomplete.
5	Minimum Insurance Levels Employers Liability £10 Million Public Liability £5 Million	Pass/Fail	Pass – Minimum requirements for insurance are in place. <i>Please note requirement to submit evidence of the above (e.g. Insurance Policy, Certificate)</i> Fail – Minimum requirements for insurance are not in place. Information requirements are missing.
6	Compliance with equality legislation	Pass/Fail	Pass – Sections 6.1 & 6.2 answered 'no' or any 'yes' responses accompanied with further details in a separate Appendix. Reasoning provided is to the satisfaction of Homes England. Fail – failure to answer Questions 6.1 – 6.2 or Sections 6.1 & 6.2 answered 'yes' without further details provided in a separate Appendix, or reasoning is not to the Homes England's satisfaction.

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RELATING TO PART B, SECTION B1 – SUPPLIER QUESTIONNAIRE			
<ul style="list-style-type: none"> All suppliers are required to complete the Questionnaire. Criteria for evaluation are pass or fail. If a supplier 'fails' any element of the Questionnaire, then they will be unable to be added to the Register. 		Assessment methodology: Pass – all information/documentation provided Fail – major information requirements missing If any part is left incomplete the section will be marked as Fail	
Section	Title	Assessment	Guidance
7	Environmental Management	Pass/Fail	Pass – Sections 7.1 answered 'no' or any 'yes' responses accompanied with further details in a separate Appendix. Reasoning provided is to the satisfaction of Homes England. Fail – failure to answer Question 7.1 or Sections 7.1 answered 'yes' without further details provided in a separate Appendix, or reasoning is not to Homes England's satisfaction.
8 Health & Safety			
8.1	Health and Safety Policy	Pass/Fail	Pass – Question 8.1 answered 'yes' and Health and Safety Policy provided is to the satisfaction of Homes England; or for suppliers that are self-employed or employ less than 5 people information has been provided on arrangements for management of health and safety to the satisfaction of Homes England. Fail – Failure to answer Questions 8.1, Question 8.1 answered 'No', or information provided on Health and Safety Policy or management arrangements for health and safety is not to the satisfaction of Homes England.
8.2	SSIP Registration	Pass/Fail	Pass – Question 8.2 answered 'yes' or information has been provided on a similar scheme which is to the satisfaction of Homes England; or you are in the process of registration to a SSIP scheme (Registration will be required to be achieved prior to addition to Suppliers Register). Fail – Failure to answer Question 8.2. Question 8.2 answered 'no' or information on similar scheme is not to Homes England's satisfaction.
8.3	Enforcement	Pass/Fail	Pass – Question 8.3 answered 'no' or any 'yes' responses accompanied with further details in a separate Appendix. Reasoning provided is to the satisfaction of Homes England. Fail – Failure to answer Questions 8.3, or Question 8.3 answered 'yes' without further details provided in a separate Appendix, or reasoning is not to Homes England's satisfaction.

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RELATING TO PART B, SECTION B1 – SUPPLIER QUESTIONNAIRE			
<ul style="list-style-type: none"> All suppliers are required to complete the Questionnaire. Criteria for evaluation are pass or fail. If a supplier 'fails' any element of the Questionnaire, then they will be unable to be added to the Register. 		Assessment methodology: Pass – all information/documentation provided Fail – major information requirements missing If any part is left incomplete the section will be marked as Fail	
Section	Title	Assessment	Guidance
8.4	RIDDOR	Pass/Fail	Pass – No injury, disease or dangerous occurrence reported to the enforcing authorities under RIDDOR, or any details provided on injury, disease or dangerous occurrence show effective remedial action and changes in procedures as a result of incidents to the satisfaction of Homes England. Fail – Failure to answer Question 8.4 or details provided on injury, disease or dangerous occurrence and the remedial action and changes in procedures as a result of incidents are not to the satisfaction of Homes England.
9	Training	Pass/Fail	Pass – all information/documentation provided. Fail – major information requirements missing. If any part is left incomplete the section will be marked as Fail. If the question is not applicable, please mark your response as "N/A" and provide a brief explanation.
10. Work Areas			
10.1	Geographical Areas	Pass/Fail	Pass – Information on Geographical Working areas provided. Fail – Information requirements are missing.
10.2	Work/Service Categories	Pass/Fail	Pass – Information on Works/Service categories provided. Fail – Information requirements are missing.
10.3	Towns	Pass/Fail	Pass – Information on Town Working areas provided. Fail – Information requirements are missing.
10.4	Emergency Works	Pass/Fail	Pass – Information on Emergency working provided. Fail – Information requirements are missing.

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RELATING TO PART B, SECTION B1 – SUPPLIER QUESTIONNAIRE			
<ul style="list-style-type: none"> All suppliers are required to complete the Questionnaire. Criteria for evaluation are pass or fail. If a supplier 'fails' any element of the Questionnaire, then they will be unable to be added to the Register. 		Assessment methodology: Pass – all information/documentation provided Fail – major information requirements missing If any part is left incomplete the section will be marked as Fail	
Section	Title	Assessment	Guidance
10.5	High Risk Environments	Pass/Fail	Pass – Information on High Risk Environments provided. Fail – Information requirements are missing.

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PART B: DOCUMENTS TO BE RETURNED

The Supplier **SHOULD RETURN ALL DOCUMENTS** within the following section as part of their Questionnaire response.

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FORM B1: Supplier Questionnaire

Introduction to Supplier Questionnaire

The Questionnaire sets out the information which is required by Homes England in order to assess the suitability of potential suppliers. In assessing the answers to the questions, Homes England will be seeking evidence of the supplier's capability to perform the required services/works.

Suppliers must complete all sections of the Questionnaire. The Questionnaire is evaluated on pass/fail criteria. Should a supplier 'Fail' any section then they will be unable to be added to the Register.

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1 Supplier Information

1.1 Supplier Details

Full Legal name of the supplier completing the Questionnaire.		
Registered company address		
Registered company number Certificate Enclosed	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Registered charity number		
Registered VAT number		
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	<input type="checkbox"/> Yes
	ii) a limited company	<input type="checkbox"/> Yes
	iii) a limited liability partnership	<input type="checkbox"/> Yes
	iv) other partnership	<input type="checkbox"/> Yes
	v) sole trader	<input type="checkbox"/> Yes
	vi) other (please specify)	<input type="checkbox"/> Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE)	<input type="checkbox"/> Yes
	ii) Small or Medium Enterprise (SME) ¹	<input type="checkbox"/> Yes
	iii) Sheltered workshop	<input type="checkbox"/> Yes
	iv) Public service mutual	<input type="checkbox"/> Yes

1.2 Contact Details

Name, position, telephone number and e-mail address of the main contact for all future services/works enquiries.

Please Note: Suppliers should provide a single point of contact in their organisation for their response to this Questionnaire. Homes England will not be responsible for contacting the supplier through any other route for future services/works other than the nominated contact. The supplier must, therefore, undertake to notify any changes to the contact promptly. The supplier's single point of contact should have the necessary authority to tender for services/works and enter into Contracts on the organisations behalf, including approval and decision making.

Contact name for enquiries	
Contact position (job title)	
Postal address	
Phone	

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

Mobile	
E-mail	

1.3 Licensing and Registration

1.3.1	Details of your Waste Carriers Licence are required to be provided here.	Upper Tier Licence	Yes <input type="checkbox"/> No <input type="checkbox"/>
		Name of licence carrier	
		Registered address	
		Licence Number	
		Expiry Date	
		<p>If the organisation has identified they do not hold a waste carriers licence, please provide details as to any exemptions which apply and/or how waste will be managed in the delivery of the service/works.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	

2 Grounds for mandatory exclusion

Homes England may exclude any supplier who answers 'Yes' in any of the following situations set out in paragraphs 2.1 (a) to (n), or paragraph 2.2;

Any supplier that answers '**Yes**' should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self-cleans" the situation referred to in that question. Please refer to Part A Information, [Section 2.3](#) for further information.

2.1	Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your answer by marking 'X' in the relevant box.	
		Yes	No
(a)	conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal	<input type="checkbox"/>	<input type="checkbox"/>

organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;		
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;	<input type="checkbox"/>	<input type="checkbox"/>
(c) the common law offence of bribery;	<input type="checkbox"/>	<input type="checkbox"/>
(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;	<input type="checkbox"/>	<input type="checkbox"/>
(e) any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:	<input type="checkbox"/>	<input type="checkbox"/>
(i) the offence of cheating the Revenue;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) the offence of conspiracy to defraud;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	<input type="checkbox"/>	<input type="checkbox"/>
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;	<input type="checkbox"/>	<input type="checkbox"/>
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;	<input type="checkbox"/>	<input type="checkbox"/>
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or	<input type="checkbox"/>	<input type="checkbox"/>
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;	<input type="checkbox"/>	<input type="checkbox"/>
(f) any offence listed—		
(i) in section 41 of the Counter Terrorism Act 2008; or	<input type="checkbox"/>	<input type="checkbox"/>

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(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;	<input type="checkbox"/>	<input type="checkbox"/>
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);	<input type="checkbox"/>	<input type="checkbox"/>
(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;	<input type="checkbox"/>	<input type="checkbox"/>
(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996, as amended where applicable by the Proceeds of Crime Act 2002;	<input type="checkbox"/>	<input type="checkbox"/>
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;	<input type="checkbox"/>	<input type="checkbox"/>
(k) an offence under section 59A of the Sexual Offences Act 2003;	<input type="checkbox"/>	<input type="checkbox"/>
(l) an offence under section 71 of the Coroners and Justice Act 2009	<input type="checkbox"/>	<input type="checkbox"/>
(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or	<input type="checkbox"/>	<input type="checkbox"/>
(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—	<input type="checkbox"/>	<input type="checkbox"/>
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or	<input type="checkbox"/>	<input type="checkbox"/>
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.	<input type="checkbox"/>	<input type="checkbox"/>
<p><u>Non-payment of taxes</u></p> <p>2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</p> <p>If you have answered Yes to this question, please use a separate Appendix (using the 'Template for Appendices') to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?</p>	<input type="checkbox"/>	<input type="checkbox"/>

3 Grounds for discretionary exclusion – Part 1

Homes England may exclude any supplier who answers 'Yes' in any of the following situations set out in paragraphs (a) to (j);

Any supplier that answers '**Yes**' should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self-cleans" the situation referred to in that question. Please refer to Part A Information, [Section 2.3](#) for further information.

3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;	<input type="checkbox"/>	<input type="checkbox"/>
(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;	<input type="checkbox"/>	<input type="checkbox"/>
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;	<input type="checkbox"/>	<input type="checkbox"/>
(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures.	<input type="checkbox"/>	<input type="checkbox"/>
	Where there is an indication that a conflict of interest exists or may arise then the supplier shall inform the Authority use a separate Appendix (using the ' Template for Appendices ') of the details of the conflict.	
(f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;	<input type="checkbox"/>	<input type="checkbox"/>

(g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;	<input type="checkbox"/>	<input type="checkbox"/>
(h) your organisation:-		
(i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or	<input type="checkbox"/>	<input type="checkbox"/>
(ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or	<input type="checkbox"/>	<input type="checkbox"/>
(i) your organisation has undertaken to		
(aa) unduly influence the decision-making process of the contracting authority, or	<input type="checkbox"/>	<input type="checkbox"/>
(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or	<input type="checkbox"/>	<input type="checkbox"/>
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	<input type="checkbox"/>	<input type="checkbox"/>

4 Technical and Professional Ability

RELEVANT EXPERIENCE AND CONTRACT EXAMPLES				
		Contract 1	Contract 2	Contract 3
4.1	Name of customer organisation			
4.2	Point of contact in customer organisation			
	Position in the organisation			
	E-mail address			
4.3	Contract start date			
	Contract completion date			
	Estimated Contract Value			
4.4	In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market.			
4.5 If you cannot provide at least one example for questions 4.1 to 4.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.				

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5 Insurance

Please provide details of your current insurance cover value.

Employers Liability Insurance	
Employer's Liability, required level £10 Million	Yes <input type="checkbox"/> No <input type="checkbox"/>
Name of Registered Insurer(s)	
Registered Office of Insurer	
Business Description (as shown on Policy)	
Policy Number(s)	
Expiry Date	
Limits of Indemnity (per occurrence and aggregate)	
Excess (if any, for each and every claim)	
Insurance Policies, Certificates or other evidence provided Please ensure that limits can be clearly understood from the Certificate, where this is not easily apparent please include Policy Document or similar.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Public Liability Insurance	
Public Liability, required level £5 Million	Yes <input type="checkbox"/> No <input type="checkbox"/>
Name of Registered Insurer(s)	
Registered Office of Insurer	
Business Description (as shown on Policy)	
Policy Number(s)	
Expiry Date	
Limits of Indemnity (per occurrence and aggregate)	
Excess (if any, for each and every claim)	
Insurance Policies, Certificates or other evidence provided Please ensure that limits can be clearly understood from the Certificate, where this is not easily apparent please include Policy Document or similar.	Yes <input type="checkbox"/> No <input type="checkbox"/>

6 Compliance with Equality Legislation

1.	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered "yes" to one or both of the questions in this module, please provide, as a separate Appendix (using the Template for Appendices), a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to Homes England satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

7 Environmental Management

1.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?</p> <p>If your answer to this question is "Yes", please provide details in a separate Appendix (using the Template for Appendices) of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>Homes England will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless Homes England is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
----	--	---

8 Health & Safety

1	<p>Please certify that your organisation has a Health and Safety Policy that complies with current legislative requirements, which has been signed by the Chief Executive (or equivalent) within the last two years.</p> <p>If you are self-employed or employ less than 5 people and do not have a written health and safety policy document, then briefly outline your arrangements for managing health and safety within your business in a separate Appendix.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	<p>Is your organisation registered with a health and safety prequalification scheme which is registered with Safety Schemes in Procurement, SSIP</p> <p>If yes, please provide the name of scheme that you are registered with along with certificate or evidence of registration.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	<p>If you are not registered with SSIP but are registered with a similar scheme please provide details in a separate Appendix including date of registration, scheme details or links to where this information is available online.</p> <p>If you are in the process of registering with SSIP or equivalent schemes please provide details in a separate Appendix including date of application and date the registration is likely to be completed.</p>																																																				
3	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was "Yes", please provide date and details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p>		<input type="checkbox"/> Yes <input type="checkbox"/> No																																																		
4	<p>Has your organisation had to report any injury, disease or dangerous occurrence to the enforcing authorities as defined under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) within the last three years?</p> <p>If yes, please provide details in the table below.</p>		<input type="checkbox"/> Yes <input type="checkbox"/> No																																																		
	<table border="1"> <thead> <tr> <th rowspan="2">Year</th> <th colspan="6">Number of injuries</th> <th rowspan="2">Average workers employed in the period</th> </tr> <tr> <th>Over 7 day injuries</th> <th>Major injuries</th> <th>Fatal injuries</th> <th>Injuries to the public</th> <th>Industrial diseases</th> <th>Dangerous Occurrences</th> </tr> </thead> <tbody> <tr> <td>2016</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2015</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2014</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2013</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>							Year	Number of injuries						Average workers employed in the period	Over 7 day injuries	Major injuries	Fatal injuries	Injuries to the public	Industrial diseases	Dangerous Occurrences	2016								2015								2014								2013							
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2016																																																					
2015																																																					
2014																																																					
2013																																																					
<p>If your organisation has identified 1 or more injuries over 7 days, Major or Fatal injuries, please provide details below of the nature of the injury and any mitigation measures adopted following the injury</p>																																																					

9 Training

Does your organisation have a documented Training Policy?

Yes ☐ No ☐

If Yes, please provide details below.

Please provide details of your Training Policy. (max 1 side of A4)

How does your organisation monitor it's staff training and development? How are your staff encouraged to fulfil their Continuing Professional Development obligations? Please provide details. (max 1 side of A4)

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Please provide sample evidence on training provided to staff in the following areas. Please provide suitable evidence e.g. proof of training/certificates to evidence competence.

Please note: suppliers will be required to provide evidence of training for specific site staff allocated to undertake services/works when commissioned.

Training Requirements	Evidence Enclosed
Construction Plant Competence Scheme (CPCS) Cards for all operatives of Machines	Yes <input type="checkbox"/> No <input type="checkbox"/>
First Aider (Four day first aid at work certified)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Use of Chainsaws, Hedge Trimmers and Strimmers	Yes <input type="checkbox"/> No <input type="checkbox"/>
Use of Pesticides and Herbicides	Yes <input type="checkbox"/> No <input type="checkbox"/>

10 Work Areas

10.1 Which of the following geographical areas would you be prepared to work in?

Working Areas	Yes	No
North East, Yorkshire and The Humber	<input type="checkbox"/>	<input type="checkbox"/>
North West	<input type="checkbox"/>	<input type="checkbox"/>
Midlands	<input type="checkbox"/>	<input type="checkbox"/>
East and South East	<input type="checkbox"/>	<input type="checkbox"/>
South and South West	<input type="checkbox"/>	<input type="checkbox"/>



10.2 Which of the following Services/Work categories would you be prepared to provide?

Services/Works	Yes	No
Grass cutting	<input type="checkbox"/>	<input type="checkbox"/>
Hedge cutting	<input type="checkbox"/>	<input type="checkbox"/>
Weed control	<input type="checkbox"/>	<input type="checkbox"/>
Shrub/ornamental maintenance	<input type="checkbox"/>	<input type="checkbox"/>
Felling of individual trees and minor tree works	<input type="checkbox"/>	<input type="checkbox"/>
Play area inspection and maintenance	<input type="checkbox"/>	<input type="checkbox"/>
Removal of fly-tipping	<input type="checkbox"/>	<input type="checkbox"/>
Site cleansing	<input type="checkbox"/>	<input type="checkbox"/>
Site inspections	<input type="checkbox"/>	<input type="checkbox"/>
Graffiti removal	<input type="checkbox"/>	<input type="checkbox"/>
Sports pitches	<input type="checkbox"/>	<input type="checkbox"/>
Invasive species	<input type="checkbox"/>	<input type="checkbox"/>
Agricultural fencing installation and repair including field gates	<input type="checkbox"/>	<input type="checkbox"/>
Other	[please specify]	
Other	[please specify]	
Other	[please specify]	

10.3 Which of the following Towns (including surrounding areas) would you be prepared to work in? If your company has more than one branch, please indicate which one will deal with each of the areas.

Detailed Work Areas (inc. surrounding areas)	Yes	No	Branch
North East, Yorkshire and The Humber			
Stockton-on-Tees			
Newcastle-upon-Tyne			
Gateshead			
Sunderland			
Washington			
South Shields			
Middlesbrough			
Morpeth			
Durham			
Sheffield			
Leeds			
Doncaster			
Grimsby			
Hull			
North West			
Barrow-in-Furness			
Whitehaven			
Workington			
Lancaster			
Preston			
Bradford			
Burnley			
Skelmersdale			
Liverpool			
Birkenhead			
Runcorn			
Manchester			
Warrington			
Midlands			

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Detailed Work Areas (inc. surrounding areas)	Yes	No	Branch
Stoke-on-Trent			
Leicester			
Nottingham			
Peterborough			
Northampton			
Telford			
Redditch			
Birmingham			
Kidderminster			
Dudley			
Coventry			
Corby			
Milton Keynes			
East and South East			
Cambridge			
Colchester			
Ipswich			
Norwich			
Great Yarmouth			
Chichester			
Dover			
Canterbury			
Hastings			
Oxford			
Crawley			
Stevenage			
Harlow			
Welwyn Garden City			
Hemel Hempstead			
Aylesbury			
Chatham			
Basildon			
Hatfield			
South and South West			
Bristol			
Gloucester			
Taunton			
Penzance			
Bodmin			
Truro			
Camborne			
Launceston			
Plymouth			
Portsmouth			
Southampton			
Isle Wight			
Gosport			
Basingstoke			

10.4 Are you willing to undertake emergency works with between 2 – 4 hour notice.

Yes ☐ No ☐

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Please add any relevant information in respect of the above.

10.5 Do you have experience / skills of working in the following high risk environments and do you have staff with the necessary qualifications to do so?

Yes ☐

No ☐

Confined Spaces	Yes <input type="checkbox"/> No <input type="checkbox"/>
Explosive Atmospheres	Yes <input type="checkbox"/> No <input type="checkbox"/>
Watercourses	Yes <input type="checkbox"/> No <input type="checkbox"/>
Highway Verges	Yes <input type="checkbox"/> No <input type="checkbox"/>
Demolition Sites	Yes <input type="checkbox"/> No <input type="checkbox"/>
Railways	Yes <input type="checkbox"/> No <input type="checkbox"/>
Utilities	Yes <input type="checkbox"/> No <input type="checkbox"/>
MOD	Yes <input type="checkbox"/> No <input type="checkbox"/>
Airfields	Yes <input type="checkbox"/> No <input type="checkbox"/>
Derelict Buildings	Yes <input type="checkbox"/> No <input type="checkbox"/>
Other High Risk Environments	<i>Please State</i>

11 Completion Checklist

11.1 List of enclosures/attachments

Please confirm that you have completed all the sections within this Questionnaire and where appropriate; that you have enclosed the relevant information with your completed submission.

Section	Completed (Yes/No/n/a)	Enclosed (Yes/No/n/a)
1 <i>Supplier Information</i>		
1.1 Supplier Details	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Company Registration Certificate		Yes <input type="checkbox"/> No <input type="checkbox"/>
1.2 Contact Details	Yes <input type="checkbox"/> No <input type="checkbox"/>	
1.3 Licensing and Registration	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Upper Tier Waste Carriers Licence		Yes <input type="checkbox"/> No <input type="checkbox"/>

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Section	Completed (Yes/No/n/a)	Enclosed (Yes/No/n/a)
2 Grounds for Mandatory Exclusions	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If Yes , please provide additional details using the 'Template for Appendices' providing further details as requested		Yes <input type="checkbox"/> No <input type="checkbox"/>
2.2 Non Payment of Taxes	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If Yes , please provide additional details using the 'Template for Appendices' providing further details as requested		Yes <input type="checkbox"/> No <input type="checkbox"/>
3 Grounds for Discretionary Exclusion – Part 1	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If Yes , please provide additional details using the 'Template for Appendices' providing further details as requested		Yes <input type="checkbox"/> No <input type="checkbox"/>
4 Technical and Professional Ability	Yes <input type="checkbox"/> No <input type="checkbox"/>	
5 Insurance	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Employers Liability: Insurance Policy, Certificate or other evidence		Yes <input type="checkbox"/> No <input type="checkbox"/>
Public Liability: Insurance Policy, Certificate or other evidence		Yes <input type="checkbox"/> No <input type="checkbox"/>
<i>Please ensure that the limits can be clearly understood from the evidence provided, where this is not easily apparent e.g. on the Certificate please include Policy Document, Brokers Letter or similar.</i>		
6 Compliance with Equality Legislation	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If Yes , to questions 6.1 and/or 6.2 please provide additional details using the 'Template for Appendices' providing further details as requested		Yes <input type="checkbox"/> No <input type="checkbox"/>
7 Environmental Management	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If Yes , to question 7.1 please provide additional details using the 'Template for Appendices' providing further details as requested		Yes <input type="checkbox"/> No <input type="checkbox"/>
8 Health and Safety	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Health & Safety Policy		Yes <input type="checkbox"/> No <input type="checkbox"/>
SSIP Certificate		Yes <input type="checkbox"/> No <input type="checkbox"/>
If No , to question 8.2 please provide additional details using the 'Template for Appendices' of the equivalent scheme		Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes , to question 8.3 please provide additional details using the 'Template for Appendices' providing further details as requested		Yes <input type="checkbox"/> No <input type="checkbox"/>
9 Training	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Sample evidence of training provided to staff in accordance with requirements of StdLM March 2020, v6.0		Yes <input type="checkbox"/> No <input type="checkbox"/>
10 Work Areas	Yes <input type="checkbox"/> No <input type="checkbox"/>	

12 Declaration

I declare that to the best of my knowledge the information provided in this Questionnaire is correct. I understand that the information will be used in the evaluation process to assess my organisation's suitability to provide the services/works and I am signing on behalf of my organisation. I understand that Homes England may reject this Questionnaire or terminate any subsequent agreement if there is a failure to answer all relevant questions fully or if I provide false/misleading information.

DECLARATION COMPLETED BY		
Name and Position:		
Signature:		
Date:		
The following appendices form part of our submission		
Section of Questionnaire	Appendix Number	Appendix Name

Template for Appendices

Appendix Number -
Questionnaire Section -
Question number -

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FORM B2: Contract Sign Up

I confirm that I have read and understood the enclosed Contract Terms and Conditions of Homes England Appointment of Landscape Contractor, the Specification and supporting information included within this document (reference StdLM, March 2020, version 6.0).

I confirm that I understand that any services/works issued by Homes England will be subject to these Terms and Conditions and Specification, and agree to abide by them in respect of any services/works undertaken on behalf of the Homes England.

Dated this..... day of[YEAR]

SIGNED*..... WITNESS

PRINT NAME..... ADDRESS

POSITION IN COMPANY

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

.....ADDRESS.....

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

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Appendix 1:

Terms and Conditions

1. The definitions within the Terms and Conditions should be read as the following:
 - *Contractor* – Supplier
 - *Employer* – the HCA

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Homes
England

Appointment of Landscape Contractor

Relating to StdLM, March 2020, v6.0

Dated

Homes and Communities Agency
(Employer)

(Contractor)

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Appointment of Landscape Contractor

Between

- (1) **Homes and Communities Agency** whose principal office is at One Friargate, Coventry, CV1 2GN (the Employer); and
- (2) **[**]** (Company Number: **[**]**) whose registered office is at **[**]** (the Contractor).

Recitals

- A On **[**]**, the Employer issued the Purchase Order in anticipation of the completion of this Contract.
- B The Employer wishes to appoint the Contractor to carry out the Works on the terms and conditions set out in this Contract.
- C The Contractor shall carry out and complete the Works in accordance with this Contract and the Contract Documents.

IT IS AGREED as follows:

1. Definitions

- 1.1 In this Contract the following words and expressions shall have the following meanings save where the context otherwise requires.

Agent

A third party authorised or delegated to perform work or to in some other way transact business for either the Employer or the Contractor.

Agreed Access

The route through the Site from the public highway to the working area which the SO has agreed with the Contractor as appropriate for use during the Services/Works by the Contractor's equipment, by work equipment hired by the Contractor and by suppliers' vehicles. The Contractor shall ensure that site transport directly or indirectly involved in the Services/Works shall at all times when leaving the site be in a state of cleanliness to preclude the fouling of public or private roads adjacent to the site.

Appendix

The appendices forming part of the Maintenance Specification (Appendix 2).

Arisings

Those things which appear as a result of the Services/Works, including, without limitation, Debris and Produce.

Bank Holidays

Has the meaning given by Section 2 of the Banking and Finance Dealings Act 1971.

Banksman

A mechanical excavator and tractor driver's helper who signals instructions to the driver or operator.

CDM

Construction (Design and Management) Regulations 2015.

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Commencement Date

The first day of the Contract Period.

Confidential Information

Information:

- i. which is not in the public domain and which incorporates information as to the Employer's or the Contractor's business and affairs, commercial or strategic planning, intentions, modus operandi, finances;
- ii. disclosed by the Employer or the Contractor to the other or which the Employer or the Contractor receives from any third party at the election of, or for the benefit of, the other; and
- iii. all documents, advice, data, proposals, projects, plans and specifications which are created by the Contractor in the course of the Contractor's performance of the Contract or at the direction of the Employer.

Contract

This Contract entered into between the Employer and the Contractor including any Appendices and/or Schedules hereto.

Contract Administrator

Any Contract Administrator appointed by the Employer in respect of the Services/Works and whose identity is notified to the Contractor from time to time.

Contract Area

The area within which the Services/Works shall be carried out, being all the lettered or otherwise specified sub-compartments on the Contract Drawings.

Contract Documents

Collectively the Contract Drawings, Maintenance Specification and the Pricing Schedule.

Contract Drawings

Drawings or plans more particularly referred to in the specific Pricing Schedules supplied to each Contractor in support of a Tender exercise.

Contract Invoice

An invoice submitted by the Contractor pursuant to clause 10.3.

Contract Period

The Contract period referred to in the Pricing Schedule issued to Contractors.

Contract Sum

£[**] exclusive of VAT as adjusted from time to time in accordance with clauses 10 and 10.7.

Contract Variation

Any variation to the scope of Services/Works instructed by the Employer pursuant to clause 10.7

Controlled Waste

Household, industrial and commercial waste or any such wastes that require an environmental permit for treatment, transfer or disposal.

Coppicing

The pruning of a tree or shrub, such as dogwood, elder, rose or willow, near to ground level to result in the production of a quantity of vigorous basal shoots.

Debris

Those things of little or no value which appear as a result of the Services/Works, for example grass cuttings, general tree or shrub prunings, damaged nails, off-cuts from tree ties and off-cuts from tree stakes.

Defective Services/Works

Services/Works carried out by the Contractor which are not in accordance with the terms of this Contract and/or the Contract Documents.

EIR

The Environmental Information Regulations 2004.

Equipment

Everything used in the performance of Services/Work, including hand tools, machinery and plant of all kinds, including all the consumable stores, fluids, materials, safety equipment and transport required for the use of the work equipment for the proper completion of this Contract.

FOIA

The Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

General Change of Law

A change in law which comes into effect after the Commencement Date, where the change is of a general legislative nature (including taxation or duties of any sort affecting the Contractor) or which would affect or relate to a comparable supply of Services/Works of the same or a similar nature to the supply of the Services/Works.

Grass

All herbaceous plants in the sward in the sub-compartment, such as grasses, clover, wild flowers and other species, and also root suckers and self-set trees if present.

Hay Making

The requirement to cut, allow to dry; turn and then to gather up grass, the grass may or may not be valuable as hay.

Hazardous Waste

Hazardous Waste is defined as a waste that has one or more of the fifteen specified hazardous properties listed in Annex III to the Waste Framework Directive (Directive 2008/98/EC)

Health and Safety Manager

Mark Dabell of Homes and Communities Agency, Woodlands, Manton Lane, Manton Lane Industrial Estate, Bedford, MK41 7LW. Telephone: 01234 24 2578 (office), 07810 181476 (mobile), e-mail Mark.Dabell@hca.gsi.gov.uk.

Information

Has the meeting given under section 84 of FOIA.

Intellectual Property Rights

Includes without limitation all rights to, and any interests in, any patents, designs, trademarks, copyright, know-how, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not) in respect of any technology, concept, idea, data, program or other software (including source and object codes), specification, plan, drawing, schedule, minutes, correspondence, scheme, formula, programme, design, system, process logo, mark, style or other matter or thing, existing or conceived, used, developed or produced by any person.

Leisure Route

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Typically composed of a tar spray and a chip surface dressing with timber treated edging boards. The surface may also include block work. Any references to the leisure route shall also include mention of steps along the route, pads underneath street furniture and signage. Unless otherwise stated, the leisure route is not adopted highway.

Litter

All items of refuse such as sweet wrappers, cigarette butts, drink cans, shopping bags, garden debris and the like which have been dropped or dumped on the Site or which may blow into the Site from outside the Contract Area.

Maintenance Specification

The Employer's detailed requirement for the standard of landscape maintenance to be achieved by the Contractor throughout the Contract Period (Appendix 2).

Mobile Elevated Works Platform

A working platform (sometimes referred to as MEWP) which must conform to current health and guidelines pursuant to clause 9.2.11.

Operative

Person engaged to perform the Services/Works for the Contractor, whether directly employed by the Contractor or subcontracted to him.

Pesticide

Has the meaning within the Code of Practice for using Plant Protection Products 2006.

Pricing Schedule

The Employer's detailed requirements for the Services/Works to be achieved to the technical specifications generally contained in Appendix 2 of these Conditions but which may be modified in the tender documents.

Produce

Those things which appear as a result of the Services/Works and which the Employer has identified in the tender documents as being of value, for example sound timber, some particular tree or shrub prunings, woodchips.

Purchase Order

Purchase Order is a commercial document issued by HCA, to the Contractor detailing the type, quantity and agreed price for a product of Service/Works that the Contractor will provide HCA.

Records

Such information created, received and maintained relevant to the Contract by the Contractor including, but not limited to, operational management plans, drawings, schedules, inspection and spraying forms, certification and insurance details.

Regulation Authority

The Environment Agency or any replacement regulatory authority.

Regulatory Bodies

Means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Contract or any other affairs of the Employer and "Regulatory Body" shall be construed accordingly.

Senior Executive

means [**] for the Employer and [**] for the Contractor.

Services

The landscape maintenance services to be provided by the as more properly described in the Maintenance Specification and any Contract Variations made to thereto in accordance with clause 10.7.

Site

The location within the Contract Area made available to the Contractor as shown on the Contract Drawings or otherwise identified to the Contractor by the SO.

SO

The Employer's authorised representatives and successors as identified by name in the tender documents or as nominated for the time being by the Employer and notified in writing to the Contractor

Specific Change of Law

A change in law which comes into effect after the Commencement Date that relates specifically to the business of the Employer, and which would not affect a comparable supply of Services/Works of the same or a similar nature to the supply of the Services/Works.

SSIP

Safety Schemes in Procurement or an equivalent scheme as approved by the Employer for which Contractors are required to retain and provided evidence of valid accreditation prior to undertaking the Services/Works. Contractors are required to retain accreditation to a SSIP or approved equivalent scheme throughout the duration of the Services/Works.

Statutory Requirements

Any statute, any statutory instrument, rule, order or regulation made by Parliament or any bye-law made by a Local Authority or any Regulation, Directive or Decision of the European Community. In this Contract references to Statutory Requirements include any statutory modification or re-enactment thereof for the time being in force.

Street Furniture

Structures like lamp columns, road signs, street name signs, benches, bins, bollards and the like; items which relate to the use of the highway rather than its construction

SUDS

Sustainable Urban Drainage Systems.

Treatment Code

The notation used on Contract Drawings and Pricing Schedule to indicate the Employer's required Maintenance Specifications.

Unit Rate

The unit rate per item set out in the Pricing Schedule.

Use of equipment

Includes; starting, stopping, programming, setting, transporting, repairing, modifying, maintaining, servicing and cleaning as well as use of the equipment as required for the proper completion of the Contract (see also work equipment).

Weed

A plant (including its root system) growing in a place where it is not required by the Employer, such plant may be an annual or perennial, with or without secondary thickening, For the avoidance of doubt the SO shall determine in his absolute discretion what is a "weed" in cases of doubt.

Weed free

The absence of live weed to the reasonable satisfaction of the SO for the duration of the Contract (refer also to Weed and Woody Weed).

Woody Weed

A weed, a perennial plant demonstrating secondary thickening, i.e. bramble, a root sucker or natural regeneration of a broadleaved tree species.

Works Instruction

An instruction from the Employer requiring certain listed works to be performed by the Contractor within the Contract Area.

Works

The landscape maintenance work carried out at the Contract Area, and detailed within the Pricing Schedule.

Abbreviations

lin m.	- linear metre (s)		
m	- metre (s)	ha	- hectare (s)
mm	- millimetre (s)	gm	- gram (s)
m ²	- square metre (s)	No	- Number
g	- gram	kg	- kilogram

- 1.1 This Contract shall be governed by and construed in accordance with the law of England and Wales.
- 1.2 Any reference to person, firm or company includes any entity which has legal capacity.
- 1.3 Any term importing gender includes any gender.
- 1.4 Any term importing the singular number includes the plural number and vice versa.
- 1.5 Clause headings are for convenience only and do not form part of or affect the interpretation of this Contract.
- 1.6 Any reference to any clause is a reference to that clause of this Contract.
- 1.7 If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Contract shall continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

2 Authority for Services/Work

- 2.1 All Contracts of which these Conditions form part shall be authorised by the issue of a Purchase Order signed by the Employer and referring to these Conditions.
- 2.2 No Contract shall be in force unless or until such a Purchase Order has been issued.

3 Preliminaries

3.1 Location

- 3.1.1 The location of the Services/Works in this Contract is within the Contract Area which is owned by the Employer.
- 3.1.2 The overall management of the Contract Area remains the responsibility of the Employer and any operation may be performed within the Site at any time, either by the Employer or any other agency.

3.2 Contract Details

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3.2.1 The Contractor shall carry out the Services/Works and provide the Services/Works during the Contract Period exercising all the reasonable skill, care and diligence to be expected of a competent landscape maintenance contractor experienced in carrying out services and works of a similar size, scope, nature and complexity to the Services and the Works and in accordance with:

- (a) the terms of this Contract and the Contract Documents; and
- (b) all Statutory Requirements; and
- (c) any instructions of the SO acting reasonably and in good faith.

3.2.2 In consideration of the Contractor carrying out the Services/Works the Employer shall pay the Contract Sum in accordance with clause 8 of this Contract.

3.3 Quantity of Service/Work

3.3.1 The Employer is gradually disposing of its estate and, accordingly reserves the right to remove all or part of its land portfolio from the Contract Area at any time during the Contract Period as necessary, the Employer will endeavour to give reasonable notice of such disposal(s).

3.4 Mistakes in Information

3.4.1 The Contractor shall be responsible for the accuracy of all drawings, documentation and information supplied to the Employer by the Contractor in connection with the Services/Works and shall pay the Employer any extra costs occasioned by any discrepancies, errors or omissions therein.

3.5 Dimensional Accuracy

3.5.1 Before commencing any part of the Services/Works, the Contractor shall check that all dimensions shown in the Contract Documents are correct. The Contractor shall check and satisfy himself that the various parts and maintenance regimes fit satisfactorily together, and are compatible in relation to existing physical features. The Contractor shall ensure that checking is commenced sufficiently in advance of the Services/Works to allow for corrections and approvals. The Contractor shall be fully responsible for ascertaining the correctness of all dimensions relating to the Services/Works and neither the Employer nor the SO accepts any liability whatsoever for any errors in the Contract Documents.

3.6 Description of the Services/Works

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

3.6.2 The Employer reserves the right to prepare additional specifications for this Contract in accordance with clause 10.7 (Variations) which will form part of the Contract Documents.

3.7 Objective of the Service/Works

3.7.1 Where part of the Contract Area is land awaiting development, the Contractor shall notify the Employer as and when he becomes aware of any circumstances which, in his reasonable opinion, would prevent the land being kept open.

3.7.2 All problems and damage which is evident in the Contract Area shall be identified and described in detail by the Contractor in order that the Employer in its absolute discretion can (but shall not be obliged to) give instructions for rectification at the earliest stage.

3.7.3 The Employer's maintenance requirements set out in the Contract Documents are generally given as quality standards, which the Contractor is required to meet for the Contract Period. Exceptions may be made in the Employer's absolute discretion.

- 3.7.4 The Contractor shall be responsible for all aspects of the Works, Services and job organisation, the techniques to be employed and their appropriate sequence in order to comply with the standards in the Maintenance Specification.

3.8 Standards of Materials and Workmanship

- 3.8.1 Method statements and risk assessments for each operation detailed in the Maintenance Specification must be supplied by the Contractor to the SO for approval prior to the commencement of that aspect of the Service/Works.
- 3.8.2 Where a British Standard exists for materials to be used in the Service/Works, unless otherwise stated, the minimum requirements of the latest standard shall apply and the Contractor shall comply accordingly.
- 3.8.3 When any material or article is required to comply with a British Standard, such material or article or its container shall bear the stamp of the registered certification trademark of the British Standards Institution. Alternatively, the Contractor shall submit to the SO prior to Service/Works commencing on Site test certificates furnished by the supplier or manufacturer of the material or article indicating compliance with the relevant British Standard.
- 3.8.4 Where the Contractor is using timber for the execution of the Service/Works, the Contractor is required to comply with the Timber Procurement Policy published by the Department for the Environment, Food and Rural Affairs first published on 1 June 2013 as updated from time to time in order to prove that the timber comes from a legal and sustainable source. The parties will agree in writing at the outset of this Contract whether the Contractor will be required to provide Category A or Category B evidence of the legal and sustainable source, in the absence of such agreement Category A will apply, which will be amended to Category B by the SO in his absolute discretion at the reasonable request of the Contractor.
- 3.8.5 All work shall be carried out by workmen appropriately qualified to carry out the Services/Works. Where British Standard Codes of Practice exist the Services/Works are to be carried out in accordance with the latest Code and the Contractor shall comply accordingly.
- 3.8.6 As soon as possible after the date of this Contract, the Contractor shall submit to the SO a list of the suppliers from whom he proposes to purchase the materials necessary for the execution of the Services/Works for approval by the SO. The SO will undertake approval by whatever means he deems reasonable and proportionate so as to confirm the quality/standard of materials to be used in the execution of the Service/Works.
- 3.8.7 The Contractor shall notify the SO at least seven working days beforehand of all intended deliveries to Site of plant material, soil, fertilisers, fencing materials, paving and the like and of their composition and shall make the material available for the SO's inspection at the point of delivery.

3.9 Instructions

The SO may issue instructions and the Contractor shall forthwith comply with any so given or confirmed. If instructions are given orally the SO shall, within two days, confirm them in writing.

4 Monitoring

4.1 Programme

- 4.1.1 The Contractor shall keep the SO informed in advance of all occasions when Services/Works are to proceed under this Contract.
- 4.1.2 On instruction of the Employer, the Contractor shall submit a Programme for the Contract Period. The Programme will show those activities listed under Pricing Schedule in order that progress and resources can be monitored. The Programme shall detail the proposed plant and labour resources to be employed upon the Sites for each operation.

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4.1.3 Where the Maintenance Specification requires that the SO inspects or gives approval to materials or work methodologies, the Contractor shall request this from the SO in a timely manner, with sufficient notice for the SO to respond.

4.1.4 The Contractor shall give a minimum of 24 hours' notice to the SO of any change to the Programme. Any such change shall be agreed with the SO in writing.

4.2 Meetings

4.2.1 The Contractor may be required to attend meetings with the Employer or SO over the duration of the Services/Works. Frequency of meetings will be as listed within the Pricing Schedule. The Employer reserves the right to vary frequency of meetings in respect of Contractor performance.

4.2.2 The principal of the Contractor's company or an appropriate senior manager of the Contractor's company shall make visits to the Contract Area as required by the SO particularly in view of any quality control issues that may have arisen during the Contract Period. The standards of Services/Works being achieved throughout the Contract Area shall be discussed by the Contractor and the SO with reference to the Contract Documents.

5 Site Inspections and Reporting

Objective: to keep the SO and Employer informed about activities and conditions on the Site.

5.1 Site Inspections and Reporting

5.1.1 A high standard of Site management by the Contractor is required, and close cooperation between the Contractor's site staff and the SO is essential to the operation of the Contract. The Contractor shall take a pro-active role in managing the Site.

5.1.2 On instruction of the Employer reporting shall take the form of a programme of inspections and preparation of reports by the Contractor. Reports shall be provided to the Employer to arrive no later than seven calendar days following the relevant date of inspection set out in the Pricing Schedule. The Contractor shall use his expertise to determine an appropriate level of site management in order for the Contractor to achieve the scope of Services/Works required.

5.1.3 Site inspections shall be carried out by the Contractor's foreman or contract manager who shall be approved by the SO and who shall produce a written report for the Employer in a format agreed by the SO.

5.1.4 The Contractor shall produce a report for the Employer that includes each relevant sub-section requiring inspection/monitoring within the Contract Documents as required by clauses 10.6, as evidence that he has inspected the Contract Area in the detailed manner specified below.

5.1.5 Superficial inspection from a distance by the Contractor is not acceptable and the Contract Area requires coverage by walking. The inspection shall be carried out by the Contractor independently of any routine maintenance which may be in progress. The Contract Sum includes an allowance of sufficient time for the Contractor's foreman or contract manager to inspect the Contract Area in detail. Inspections of land awaiting development are to include walking of all boundaries, frontages and desire lines.

5.1.6 The Contractor shall immediately notify the Employer of any unsafe features he becomes aware of when carrying out the Services/Works which may pose a risk to the health and safety of the public or the Contractor. The SO shall then be entitled (but not obliged) to issue instruction to the Contractor requiring the Contractor to undertake protective or preventative measures. The Employer and the Contractor shall agree (acting reasonably) to what extent any such protective or preventative measures warrant an adjustment to the Contract Sum.

Play Area Inspection Weekly, Monthly & Annual Play Area Inspection and Reporting

- 5.1.7 The Play Area shall receive weekly, quarterly and annual play area inspections and reporting by a suitably qualified RPII Registered Inspector; checking the structural integrity, surface finishes, safety surfacing and foundations of all equipment.
- 5.1.8 The Contractor shall inspect the structural integrity, especially bending, cracking and loosening of all play equipment located within the site. In addition surface finishes shall be inspected for damage to coatings and general deterioration resulting from use and or vandalism.
- 5.1.9 The Contractor shall be responsible for carrying out any remedial works to make safe dangerous items immediately e.g. removal of the play item or fencing off of the area. The Contractor should contact the SO immediately to report dangerous items and notify them of remedial actions undertaken.
- 5.1.10 The SO may instruct the Contractor to undertake routine maintenance or emergency works to the Play Area. All maintenance will be in accordance with BS EN 1176 (Play Equipment) and BS EN 1177 (Safety Surfacing). The Contractor must obtain manufacturers recommendations for maintenance as these highlight specific details on the equipment requiring inspection.
- 5.1.11 All works to play areas must be co-ordinated to cause as little disruption to users as possible. Due care and consideration must be taken if children are present at the time of inspection and cleanse.
- 5.1.12 The 3 levels of inspection required at site as follows;

Weekly Routine Visual Inspection

- Staff who carry out the Routine Visual Inspections are required to have undertaken the relevant training and passed the corresponding examination and be registered with Register of Play Inspectors International (RPII) as an Outdoor Play Routine Inspector.
- Weekly inspections shall be undertaken to enable the identification of obvious hazards that can result from vandalism, use or weather conditions. Hazards may include broken parts, broken bottles, exposed foundations, sharp edges, missing parts, soiled equipment or safety surfaces, dog fouling, damaged safety surfaces, excessive wear of equipment and changes in equipment clearance. The Contractor should also ensure that all gates are operating correctly where applicable.
- Any damage shall be reported to the SO immediately and, if the damage is of a significant risk to the general public, the play area and/or affected part should be closed or fenced off until repairs have been carried out and the equipment or surfaces are safe to use again. If necessary warning signs shall be posted and the gates locked (where applicable).
- A Routine Play Inspection Report shall be submitted to the SO on Monday morning by 11.00 am. The Contractor should contact the SO immediately to report dangerous items. Photographic evidence should be provided of any acts of vandalism or damage to play equipment and surfaces. A template for the Routine Play Inspection Report will be provided by the Contractor for approval by the SO on award of the Contract.

Monthly Operational Inspection

- Staff who carry out the Monthly Operational Inspections are required to have undertaken the relevant training and passed the corresponding examination and be registered with Register of Play Inspectors International (RPII) as an Outdoor Play Operational Inspector.
- Monthly inspections shall be undertaken to identify issues with the operation and stability of the equipment arising from wear and/or vandalism, paying special attention to 'sealed for life' parts.
- Any damage shall be reported to the SO immediately and, if the damage is of a significant risk to the general public, the play area and/or affected part should be closed or fenced off until

repairs have been carried out and the equipment or surfaces are safe to use again. If necessary warning signs shall be posted and the gates locked (where applicable).

- An Operational Play Inspection Report which is to include full photographic record should be submitted (via email, fax or post) to the SO within 7 days of completion of the inspection. A template for the Monthly Operational Inspection Report will be provided by the Contractor for approval by the SO on award of the Contract.

Annual Main Inspection

- Staff who carry out the Annual Main Inspections are required to have undertaken the relevant training and passed the corresponding examination and be registered with Register of Play Inspectors International (RPiI) as an Outdoor Play Annual Inspector.
- An Annual ROSPA Inspection shall be carried out to establish, at intervals not exceeding 12 months, the overall safety level of equipment, foundations and surfaces e.g. compliance with the relevant part(s) of BS EN 1176. Including any changes made as a result of rotting or corrosion, and any change in the level of safety of the equipment as a result of repairs made, or of added or replaced components. Special attention should be given to 'sealed for life' parts. A report from the Inspector confirming the safety of the play equipment shall be submitted to the SO within 14 days of completion of the inspection.
- Any damage shall be reported to the SO immediately and, if the damage is of a significant risk to the general public, the play area and/or affected part should be closed or fenced off until repairs have been carried out and the equipment or surfaces are safe to use again. If necessary warning signs shall be posted and the gates locked (where applicable).

5.1.13 A photographic survey of the play area will be undertaken on commencement of the Contract. In addition photographic evidence must be sent to the SO of any acts of vandalism or damage within 24 hours along with the corresponding inspection report. The Contractor shall advise the SO immediately if any emergency repairs or temporary fencing is required.

5.2 Site Reports

5.2.1 The reports to be prepared by the Contractor pursuant to clauses 5.1.1 and 5.1.3 shall indicate the following as a minimum:

- a) All matters relating to the operation of the Contract as described in the various sections of the Maintenance Specification and recommendations for necessary services/works not already included within a maintenance schedule.
- b) Incidences of vandalism, fly tipping, storm damage, disease or other Site disturbance, indicating details of quantities, areas, extent of service/works and costs which are necessary to rectify the problem.
- c) Trespass, disturbance, damage, interference by other contractors or third parties, together with details of damage and a schedule of reinstatement works. Verification of site security, boundaries, locks on gates, traveller defence bunds etc.
- d) Advance notice of recommended adjustments to the Pricing Schedule, whether changes to timing, nature of works, or quantities of operations in the Contractor's programme. The Contractor shall take account of the seasonal and weather conditions affecting the Contract Area in order to make recommendations on adjustments to the Pricing Schedule.
- e) Recommendations in order to achieve good horticultural, arboricultural and silvicultural practice.

5.2.2 All recommendations made by the Contractor pursuant to clause 5.2.1 shall be considered by the Employer and, if the Employer wishes to instruct the Contractor to carry out any

services/work to invoke any of the recommendations, the Employer shall do so in accordance with clause 10.7.

6 Special Conditions

Objective: To ensure the Services/Works are carried out efficiently with minimal disruption.

6.1 Timing of Operations

6.1.1 The Contractor shall perform the Services/Works and carry out the Services/Works in a timely manner to ensure that all of the Employer's Maintenance Specifications are achieved and maintained throughout the Contract Period.

6.1.2 The Employer reserves the right to defer or prohibit any operation being proposed by the Contractor, or to suspend it if it is in progress, if:

- a) the Contractor had not made the SO aware that the operation was in progress; or
- b) in the opinion of the SO the work being proposed or in progress is likely to be dangerous or damaging to the Site, to wildlife, to adjacent property, to herbaceous material, shrubs or trees (but excluding weeds), or to members of the public; or
- c) the Contract Area is required for another purpose e.g. whilst a park is being prepared for or used for an event of any description.

6.1.3 The Contractor shall inform the SO a minimum of forty-eight hours and a maximum of seven days prior to each intended application of pesticide and detail the locations to which pesticides are to be applied. The Employer reserves the right to defer or prohibit the herbicide application, or to suspend it when in progress if:

- a) the Contractor had not made the SO aware that pesticide application was in progress;
or
- b) in the opinion of the SO the work is likely to be dangerous or damaging to the Site, to plant material other than those to be eradicated or to members of the public.

6.1.4 The Contractor shall seek the permission of the SO (which shall not unreasonably be withheld) to work weekends or Bank Holidays.

6.1.5 The Contractor shall not use noisy work equipment, for example mowing machines, chainsaws, chipping machines, before 8.00 a.m. and after 6.00 p.m. without the permission of the SO.

6.2 Access to Sites

6.2.1 Site visits may be made by the Contractor at any time without reference to the Employer. The Contractor shall be responsible for ascertaining the exact nature of access to the Sites the extent and nature of the types of work required and all local conditions and restrictions which will or are likely to affect the execution of the Services/Works and no claim for additional payment arising because of the Contractor's failure to do so will be considered.

6.2.2 The Contractor shall have free access to the Contract Area for the Contract Period unless he is instructed to the contrary by the SO.

6.2.3 Access to the Contract Area shall be by public roads or other agreed routes which may be shown on the Contract Drawings. The Contractor will be responsible for agreeing methods of access to the Contract Area with the SO and also for ensuring that his own vehicles and those of sub-contractors, suppliers or others employed by him under this Contract use only the agreed routes.

- 6.2.4 Where it is necessary to enter or cross land which is not the Employer's property or land which is in the possession of another party the Contractor shall inform the SO who will make the necessary arrangements for access.
- 6.2.5 The Contractor shall ensure that transport directly or indirectly involved in the Service/Works shall at all times when leaving the Site be in a state of cleanliness to preclude the fouling of public or private roads adjacent to the Site.
- 6.2.6 Access to the Site may be through padlocked gates. The Contractor will be given a key as appropriate. Where it is necessary for the Employer to provide the Contractor with a key the Contractor shall be required to sign for that key which shall be available for Audit and is returnable to the Employer upon demand. Should the Contractor be unable to return the key the Employer shall levy a charge of £50.00 plus VAT to cover the cost of each replacement key. The Contractor shall close and padlock the gates immediately after each use. At no time should the gates be either left open or unlocked. If travellers gain access to the Site after a gate is left open by the Contractor during the course of the Services/Works, the Contractor shall be liable for any costs incurred in the removal of the travellers, reinstatement of the ground where necessary and in cleansing the Site once the travellers have vacated it. Any such costs shall be payable by the Contractor as a debt due to the Employer.
- 6.2.7 The Contractor shall carry out any necessary works required in order to gain access to the Site where it is protected by anti-traveller mounds or trenches. At the end of each day these features shall be reinstated. If travellers gain access to the Site because the Contractor has not reinstated a mound or trench during the course of the Services/Works, the Contractor shall be liable for any costs incurred in the removal of the travellers, reinstatement of the ground where necessary and in cleansing the Site once the travellers have vacated it. Any such costs shall be payable by the Contractor as a debt due to the Employer.
- 6.2.8 The Employer and his representatives or nominees shall at all times have access to the Site and the Services/Works.

6.3 Services, Offices, Messes, Stores and Workshops for the Contractor

Offices, stores, messes or workshops shall not be brought onto the Site without the prior express permission of the SO.

6.4 Liaison with other Contractors on Site

Without an addition to the Contract Sum and/or any negative effect on the programme of Services/Works, the Contractor shall allow for the presence of other contractors on or adjacent to the Site, who may be carrying out various works, such as highway and footway maintenance, building maintenance and works, earthworks, and cleaning contracts.

6.5 Publicity, Site Signage and Identification

- 6.5.1 The Contractor shall not give any information concerning the Services/Works for publication in the press or on radio, television or elsewhere without the prior written approval of the SO.
- 6.5.2 Advertising in any form on or about the Site is prohibited with the exception of the Contractor's vehicles which must be sign written to a professional standard with the Contractor's trading name and description of the Contractor's business and address.
- 6.5.3 The Contractor must ensure that all Operatives, including sub-contractors on the Site carry corporate ID at all times and have the company logo on their wear-all.

6.6 New and Existing Services

- 6.6.1 The Contractor shall locate, identify and familiarise himself with all existing services on the Site which may affect the Services/Works. The Contractor shall satisfy himself of the extent and nature of the services and shall be responsible for the repair of any damage to them caused by the Contractor or any sub-contractor. When it is necessary to arrange the temporary

disconnection of services it shall be the Contractor's responsibility to ensure that all necessary arrangements are made with the said statutory undertakers and shall inform the SO of such arrangements, and not to allow such time to affect the programme of Services/Works.

- 6.6.2 The Contractor shall notify the SO when he considers that the Services/Works may affect existing services. In such cases the SO may instruct, or amend the setting out of the Service/Works as necessary and the Contractor shall not be entitled to an addition to the Contract Sum in respect of this.

6.7 Traffic Safety and Control (Traffic Safety Measures)

- 6.7.1 Compliance with this Clause 6.7 shall not relieve the Contractor of any of his other obligations and liabilities under the Contract and under the relevant provisions of the Highways Act.
- 6.7.2 The Contractor shall ensure all vehicles used in the provision of the Services/Works comply with speed limits prescribed for carriage roads, but elsewhere vehicles must proceed at walking pace and give precedence to pedestrians. It is recommended that the Contractor use the appropriate warning lights on the vehicle to notify the public of their vehicle movement and usage.
- 6.7.3 The Contractor shall at all times when carrying out the Services/Works comply with any requirements or recommendations set out in Chapter 8 of the "Traffic Signs Manual – Traffic Safety Measures and Signs for Road Works and Temporary Situations" published by Her Majesty's Stationery Office and any amendments thereof ("the Manual").
- 6.7.4 The Contractor shall comply with the New Roads and Street Works Act (NRSWA) 1991 - Registerable Works [2], so that any landscape operations which move onto the carriageway (including signage), impede or alter traffic flows is registered with the appropriate council.
- 6.7.5 The Contractor shall, after consultation with any statutory or other authority concerned, submit to the SO for his approval a programme based on such consultation showing the scheme of traffic management proposed for carrying out the Services/Works before commencing any work which affects the use of the public highways and thereafter furnish such further details and information as are necessitated by the Service/Works or as the SO may require.
- 6.7.6 Where appropriate the Contractor shall comply with the requirements of police regulations and restrictions/directions or instructions concerning the movement of traffic, security and like matters in and about the Service/Works. The SO must be kept notified of such instances.
- 6.7.7 The Contractor shall not commence any work which affects the public, or Employer's highways until all traffic safety measures necessitated by the Service/Works are fully operational.
- 6.7.8 The Contractor shall be or have members of staff who have undertaken relevant training and/or familiarity with traffic safety publications relevant to the Service/Works including HSE publications such as 'Guidance for Safer Temporary Traffic Management' and the HMSO publication 'Safety at Street Works and Road Works – A Code of Practice'.
- 6.7.9 Where the Contractor has had to close a footway or part of a footway, the Contractor must provide an alternative route for pedestrians to allow access to adjacent properties and public areas and buildings. The minimum unobstructed width of 1m should be provided, increased where possible to 1.5m or more. Where possible the same provision should be applied to the leisure routes within Employer's green estate landholdings. However, Leisure Routes are not adopted highway or rights of way and closures can be applied at short notice following consultation with the SO.

6.8 Damage to Property

[2] The HCA leisure routes are not adopted highway and therefore do not require registering under this Act.

- 6.8.1 The Contractor must report all damage to the property in the Contract Area to the SO as soon as is reasonably practical. The Contractor shall be held responsible for any damage to the soft [3] or hard landscaping or to highways and highway furniture and to private property or negligence or any such on the part of his agents and servants. He shall make good any such damage at his own expense through either replacement or repair to the SO's specification using his own resources or the recommended agents of the Employer to the satisfaction of the appropriate Authority and the SO.
- 6.8.2 If the Contractor damages property or landscape outside of the authority of the SO and the Employer then the appropriate authority or agency of the Site affected shall be contacted by the Contractor and advised accordingly. The Contractor shall furnish that authority or agency with such information as it may require to perform the necessary repair or replacement work to its own satisfaction and to enable it to recharge to the Contractor the full costs of such repair or replacement work.
- 6.8.3 The Employer reserves the right, in all cases, to make alternative arrangements for the rectification of any damage referred to in clause 6.8.2, using his own or any other agency and to deduct the cost from monies owing to the Contractor or to receive payment from the Contractor on a debt due.
- 6.8.4 All expenditure incurred by the Employer under clause 6.8 (Damage to Property) and each other provision of the Contract shall be reimbursed by the Contractor on demand.

6.9 Assignment and Sub-Contracting

- 6.9.1 The Contractor shall not assign or transfer or purport to assign or transfer any right or obligation under this Contract to any person without the prior written consent of the Employer and in particular but without limitation the Contractor shall not without the prior written consent of the Employer sub-contract to any person the performance of any of the Services/Works.
- 6.9.2 If pursuant to the provisions of Clause 6.9.1 the Employer shall consent to the sub-contracting by the Contractor of any of his obligations under this Contract to a sub-contractor then notwithstanding such consent the Contractor shall be responsible for any service/work carried out by any such sub-contractor and any such sub-contracting shall not relieve the Contractor of any liability under this Contract.

6.10 Materials and Goods

The Contractor shall, by including appropriate provisions in every relevant sub-contract, contract of sale and supply agreement ensure that the property in all materials and goods incorporated or to be incorporated in the Services/Works passes to the Employer on the earlier of the time of delivery of such materials and goods to the Site or the time that the value of such materials and goods is incorporated in interim payments made by the Employer. The Contractor shall indemnify the Employer against any expense, liability, loss, claim or proceedings whatsoever arising from any failure to pass to the Employer a complete and unencumbered title in any materials or goods.

7 Additional Conditions

Objective: To ensure the Contractor is aware of further conditions that have an impact on operational Services/Works on Site.

7.1 Noise Control, Control of Pollution Act 1974

[3] If a tree or shrub has been damaged by the Contractor, all bark scrapes shall be cleaned and tidied and a tree wound paint applied as approved by the SO. Where death or serious disfigurement has occurred to the tree or shrub then it shall be removed and replaced as the SO shall direct.
Replacement of shrubs or hedging shall be of sufficient numbers to give the same density of cover as previously existed.

- 7.1.1 The Contractor shall at all times when carrying out the Works comply with the Control of Pollution Act 1974 ("the Act")
- 7.1.2 The use of portable radios and tape/cd/mp3 players etc. will not be permitted within the Contract Area.
- 7.1.3 The Contractor shall satisfy himself as to the requirements of the Local Authority and the provisions of any Code of Practice with regard to the implementation of the Act and comply with such requirements / provisions. The Contractor should note that generally the properties surrounding the Contract Area are occupied and the Contractor is therefore to cause the absolute minimum of nuisance and inconvenience to the occupiers.
- 7.1.4 The Contractor shall employ the best practical means to minimise noise produced by his operations and shall have regard to the recommendation in BS 5228, "Noise Control on Construction and Demolition Sites".
- 7.1.5 Noisy operations shall not be undertaken outside normal working hours unless by prior approval with the SO. The timing and duration of Services/Works involving the use of chain-saws and/or chippers shall be agreed in advance with the SO, particularly where it is necessary to undertake this at night, near residential areas.

7.2 Dust and Mud Nuisance

- 7.2.1 The Contractor shall take all necessary steps to eliminate dust and mud nuisance (including woody waste, grass and herbage clippings) during the carrying out of the Services/Works.
- 7.2.2 The existing public highways, platforms, footways and private access routes used by vehicles of the Contractor or any of his sub-contractors or suppliers of materials or plant, shall be kept clean and clear of dust, grass debris, and mud dropped by the said vehicles or their tyres. The Contractor shall immediately clear all dust and mud from the Services/Works spreading onto these highways or any public or private right of way.
- 7.2.3 The Contractor shall, when he considers that any aspect of the Service/Works may result in airborne dust or fumes, contact the SO prior to commencing such Services/Works within 50 metres of buildings, car parks, signals, or railway tracks, and obtain the SO's approval prior to commencement.

7.3 Waste and Control Of Pollution

- 7.3.1 The Contractor must at all times comply with the requirements of environmental legislation including, but not limited to, the Environment Protection Act 1990, the Pollution, Prevention and Control Regulations 2000, the Hazardous Waste Regulations 2005, the Control of Pollution (Amendment) Act 1989, the Environmental Damage (Prevention and Remediation) Regulations 2009 and the Waste (England and Wales) Regulations 2011. The Contractor must be registered with the relevant Regulation Authority (Environment Agency) and be in possession of a valid Certificate of Registration or Certificate of Registration as a Broker or Controlled Waste under the Environment Protection Act 1990. If the Contractor is to transport waste away from the Site the Contractor must be in possession of a Waste Carriers' Licence which shall be produced to the Employer on request. The Contractor shall produce on request to the Employer details of end destinations of all waste removed from Site and is responsible for ensuring that all waste is removed to an appropriate permitted facility.
- 7.3.2 A copy of the Contractor's Certificate of Registration referred to in clause 7.3.1 must be provided to the Employer. If the Contractor employs an outside haulage sub-contractor to transport polluted, hazardous or contaminated waste then subject always to clauses 6.9.1 and 6.9.2, the Contractor shall ensure that his sub-contractor complies fully with the requirements of this clause 7.3. In these circumstances the Contractor himself must be registered as a Broker of Controlled Waste with a relevant Regulation Authority and must hold a Waste Carriers' Licence and must produce his valid Certificate of Registration as a Broker of Controlled Waste and

Waste Carriers' Licence to the Employer. Notwithstanding the Contractor being registered as a broker or carrier of waste, the Contractor shall remain fully responsible for the production of waste transfer notes of the movement of Controlled Waste or consignment notes for the removal for Hazardous Waste and the submission of these records to the Employer.

- 7.3.3 Proper and complete records of the movement of all consignment notes for Hazardous Waste and all waste transfer notes for the movement of Controlled Waste must be maintained by the Contractor and the Contractor is to provide copies of such records to the Employer with tip receipts to ensure payment of the Contract Sum or instalment can be made pursuant to clause 10 and to ensure that all the Contractor's and the Employer's obligations under environmental legislation are properly discharged.
- 7.3.4 The Contractor will ensure that it is aware of the Department for the Environment Food & Rural Affairs' up to date guidance in relation to the management and disposal of waste or emissions including but not limited to the proposals contained in the DEFRA document dated February 2015 entitled "*Part I: A consultation on proposals to enhance enforcement powers at regulated facilities, Part II: A call for evidence on other measure to tackle waste crime and entrenched poor performance in the waste management industry*". The Contractor will co-operate with the Employer's reasonable requests in relation to management and disposal of waste and emissions.

7.4 Removal of Rubbish and Fires

- 7.4.1 The Contractor shall remove all rubbish, prunings and superfluous materials from the Contract Area to the entire satisfaction of the SO and shall make his own arrangements for the collection and tipping of rubbish and prunings arising. All rubbish is to be carted to an approved tip; any expenses incurred will be the responsibility of the Contractor. The Contractor within the Contract Area or in any other place shall carry out no unauthorised tipping. The Contract Area is to be left clean and tidy and clear of arisings at the end of each working day.
- 7.4.2 The Contractor shall take all reasonable precautions to minimise fire risks. **The burning of arisings, litter and prunings is prohibited within the Contract Area.** Naked lights necessarily in use for the execution of the Works must be carefully controlled by the Contractor. No naked light appliance shall be left on the Site unattended. The Contractor should note that all the HCA sites are non-smoking.

7.5 Environmental Protection

- 7.5.1 The Contractor shall comply with all relevant Statutory Requirements (including European legislation and also including, without limitation, the Weeds Act 1959, the Environmental Protection Act 1990 and the Environmental Damage (Prevention and Remediation) Regulations 2009 relating to wildlife and nature conservation issues, and protected species and habitats.
- 7.5.2 When working in or close to watercourses, the Contractor must comply with the guidance contained in the Environment Agency publication "Works in, Near or Liable to Affect Watercourses".
- 7.5.3 Mature trees and other vegetation that are to be retained on-Site must be fenced off by the Contractor for their protection with temporary protective fencing in compliance with BS 5837:2012 when the Contractor undertakes improvement Works which may cause adverse effects. The fenced area must not be moved unless under the instruction and supervision of the SO. Machine Works shall not be carried out within these fenced areas and the areas shall not be used for the storage of materials, equipment or machinery.
- 7.5.4 It is an offence under the Wildlife and Countryside Act (1981) to destroy the nest of any birds. For this reason all trees and hedges to be removed by the Contractor must be free from actively breeding birds. In addition the Contractor should note the special protection afforded to bats, which may use trees for nesting and hibernation over the winter period. To ensure that nesting birds are not resident, works on trees and hedgerows must be carried out outside of the normal

breeding season (between the months of November to February inclusive) subject to the vegetation not being used by hibernating bats. Where the vegetation to be cleared supports an active nest / hibernating bat, Works are to cease immediately until the SO consents that Works can recommence.

- 7.5.5 The Contractor will ensure that if the nature of the Services/Works requires an environmental permit of any kind, that the Contractor will obtain the necessary permit and send a copy of the same to the Employer prior to commencement of the Service/Works. The Contractor is referred to <https://www.gov.uk/environmental-permit-check-if-you-need-one> which gives guidance on the necessity for environmental permits. In the event that an environmental permit is required, no payment will fall due and payable to the Contractor for the Employer until such time as the Contractor has complied with this clause.
- 7.5.6 The Contractor is required to produce such further risk assessments and method statements appertaining to biosecurity in relation to the Services/Works as the Employer in its absolute discretion acting reasonably shall require. The Contract must in such risk assessments and statements specify any biosecurity measures to be taken by the Contractor in relation to the Services/Works including but not limited to, having due consideration to the UK Plant Health Risk Register. The Register is publicly available <https://secure.fera.defra.gov.uk/phow/riskRegister>.

8 Labour and Supervision

Objective: To ensure that the Contractor's Operatives are competent to carry out the Services/Works and are properly supervised.

- 8.1 The Operatives shall at all times be the employees of the Contractor or subcontracted to him and therefore not employees of the Employer. The Contractor shall make all the appropriate deductions from those Operatives' wages in respect of P.A.Y.E. and employees' national insurance and other contributions. The Contractor is required to comply with all Statutory Requirements concerning the employment of labour whether those provisions affect the performance of the Services/Works or otherwise.
- 8.2 The Contractor shall at all times maintain sufficient personnel qualified and competent in their respective trades and supervisory staff on Site to ensure the timely and effective carrying out of the Services/Works to the satisfaction of the SO.
- 8.3 The Contractor shall be responsible for the good behaviour of Operatives whilst they are engaged on the Contract. To ensure good behaviour, compliance with Statutory Requirements and the requirements of the Employer in respect of the nature or quality of the Service/Work or issues concerning health, safety or welfare the SO or another officer of the Employer shall be entitled to give such instructions to any Operative as may be required at any time.
- 8.4 The SO may (but not unreasonably) issue instructions to the Contractor requiring the exclusion from the Service/Works by the Contractor of any Operative engaged on the Contract. The Employer shall in no circumstances be liable to either the Contractor or the employee in respect of any liability, loss or damage occasioned by such removal or disciplinary action and the Contractor shall fully and promptly indemnify the Employer against any claim by such an employee.
- 8.5 The Contractor or a competent and authorised agent or representative approved of in writing by the SO (which approval may at any time be withdrawn) is to be engaged on the Service/Works, and shall give adequate time to the superintendence of the same. Such authorised agent or representative shall be in full charge of the Service/Works and shall receive on behalf of the Contractor directions and instructions from the SO. The Contractor or such authorised agent or representative shall be responsible for the safety of all operations, and compliance with the Employer's health and safety, and Service/Work procedure requirements,

and compliance with the Employer's "Safety Policy" (a copy of which shall be provided to the Contractor).

9 Health and Safety

Objective: To ensure Service/Work is carried out safely.

9.1 Risk Assessment

9.1.1 It is a legal requirement to carry out risk assessments and the Contractor shall be required to carry out written assessments in respect of the Service/Works. Risk assessments shall be submitted by the Contractor to the Employer covering all major operations contained within the Contract (including, without limitation, grass cutting, weed control, operations involving implements and machinery including chainsaws, chippers, tractor powered implements (flails etc.)). Updates of assessments may be requested during the Contract Period.

9.1.2 Risk assessments prepared by the Contractor should be suitable and sufficient for the Service/Works to be undertaken. Guidance can be obtained from "Five Steps to Risk Assessments" published by the HSE.

9.2 Health and Safety at Work

9.2.1 The Contractor is required to be registered with an SSIP accredited scheme or equivalent (as verified by the HCA) and comply with all requirements throughout the duration of the Service/Works. The Contractor shall ensure that his own employees and all sub-contractors are aware of their duties and responsibilities under the safety policies referred to in this Contract. All new employees and sub-contractors shall be given safety instructions by the Contractor prior to them carrying out any part of the Service/Works on Site.

9.2.2 The Management of Health and Safety at Work (MHSW) Regulations 1999, particularly Regulation 3, relates to risk assessment. The Employer will notify the Contractor of any specific non-standard hazards which could affect estate maintenance works on site prior to commencement of the Service/Works. The Contractor shall present these assessments to the SO within 7 days of the date of this Contract. No work shall be undertaken on Site until the Employer and/or the SO shall have approved in writing the submitted documents, or such amended substituted or additional assessments as may be required from time to time. The risk assessments provided by the Contractor must include:

- a) details of staff having day-to-day responsibility for health and safety on Site, giving name, position, qualifications and experience;
- b) Control of Substances Hazardous to Health (COSHH) assessments for each substance covered by the COSHH regulations and which he is required to use or intends to use in the execution of the Works or in any other works on behalf of the Employer;
- c) first aid precautions and provisions for meeting first aid requirements and any necessary emergency procedures; and
- d) identification of any Site-specific risks and outline of appropriate responses.

9.2.3 The Contractor shall maintain registers where required by law and shall carry out regular statutory inspections of equipment and plant with signed entries in the appropriate register.

9.2.4 The Contractor shall nominate a member of his staff to be responsible for safety, health and welfare and such nominated person shall liaise with the SO, on all relevant occasions throughout the duration of the Contract.

- 9.2.5 Adequate protective measures shall be taken by the Contractor to protect employees, members of the public and all other persons including Personal Protective Equipment (PPE).
- 9.2.6 The Contractor shall notify the SO immediately by the fastest possible means of all Site accidents, dangerous occurrences and matters involving the general public and diseases notifiable to either the Health and Safety Executive or the Local Authority which occur during the Contract Period. The SO and Health and Safety Manager shall be provided with copies of written reports of such occurrences.
- 9.2.7 The Employer shall allow free and unencumbered access to the Contractor's Operatives and sub-contractors to carry out the Service/Works and, in so doing, to enable the Contractor to make any recommendations he considers necessary with regard to safety, health and welfare matters.
- 9.2.8 If the Contractor receives a Site visit from an officer of the Health and Safety Executive or any other enforcing body during the course of the Works, the SO shall be notified of full details of the visit, including details of any stoppages of work for safety reasons.
- 9.2.9 The Contractor shall ensure Site plant shall only be used by Operatives having the relevant Certificate of Competence issued by the Construction Industry Training Board (CITB) or other recognised training body. The Contractor shall provide copies of the relevant certificates to the SO.
- 9.2.10 The Contractor shall at all times provide first aid equipment for Operatives in accordance the Health and Safety (First Aid) Regulations 1981 and in accordance with clause 9.4.
- 9.2.11 The standards of training of Operatives, use and maintenance of equipment (including, without limitation, a Mobile Elevated Working Platform), and methods of working in respect of pesticide applications, chainsaws, tree felling, thinning, Coppicing, shrub clearance and tree surgery shall be at least equal to that described in the latest advisory and guidance literature published by the Health and Safety Executive, Work from Height Regulations 2005 (as amended), and by the Arboriculture and Forestry Advisory Group (AFAG) as applicable.
- 9.2.12 The SO will be entitled to suspend Site operations should the Contractor fail to comply with any of the safety regulations or procedures set out in this clause 9.2.

9.3 Legislation

- 9.3.1 The Contractor shall comply with all the relevant legislation contained in the current Health and Safety at Work Act 1974.
- 9.3.2 The Contractor shall comply as appropriate with all Statutory Requirements relating to health and safety, including without limitation: Health and Safety Regulations, in particular: Control of Substances Hazardous to Health (Amendment) Regulations 2004 (COSHH); Management of Health and Safety at Work Regulations 1999 (MHSW); Provision and Use of Work Equipment Regulations 1998 (PUWER); The Control of Vibration at Work Regulations 2005; Work at Height Regulations 2005 (as amended) including Using Ladders; Confined Spaces Regulations 1997 (as amended); Manual Handling Operations Regulations 1992 (as amended); Lifting Operations and Lifting Equipment Regulations 1998 (LOLER); the Construction, Design and Management Regulations 2015; The Construction (Health, Safety and Welfare) Regulations 1996; Health and Safety (Young Persons) Regulations 1997; Environmental Damage (Prevention and Remediation) Regulations 2009; Contaminated Land (England) Regulations SI 2006/1380; Mines and Quarries Act 1954; Food and Environment Protection Act 1985 and the Control of Pesticides Regulations 1986; Chapter 8 – Traffic Signs Manual for works along highways or public footpaths, Airports Act 1986, The Air Navigation Order 2009, Civil Aviation Act 1892.

9.4 First Aid and Personal Protective Equipment

- 9.4.1 During the Contract Period the Contractor must provide first aid equipment for Operatives in accordance with the Health and Safety (First Aid) Regulations 1981. [4]
- 9.4.2 The Contractor will provide all the Personal Protective Equipment (PPE) required by Operatives for the Works (ear plugs will not be acceptable as ear defenders). All such PPE shall be to the relevant British, European or International Standard.
- 9.4.3 The Contractor shall wear safety footwear at all times on site.

9.5 CDM Regulations

Both the Employer and the Contractor acknowledge that he is aware of and undertakes to the other that in relation to the Works and Site he will duly comply with the CDM Regulations to the extent applicable to the project.

9.6 Health and Safety

- 9.6.1 Without limiting either party's statutory and/or regulatory duties and responsibilities and/or the specific health and safety requirements of this Contract, the parties will endeavour to establish and maintain a culture and working environment in which health and safety is of paramount concern to everybody involved with the project.
- 9.6.2 In addition to the specific health and safety requirements of this Contract, the Contractor undertakes to:
- a) comply with any and all approved codes of practice produced or promulgated by the Health and Safety Executive and/or the Health and Safety Commission;
 - b) ensure that all personnel engaged by the Contractor and members of the Contractor's supply chain on site receive appropriate site-specific health and safety induction training and regular refresher training;
 - c) ensure that all such personnel have access at all times to competent health and safety advice in accordance with regulation 7 of the Management of Health and Safety at Work Regulations 1999; and
 - d) ensure that there is full and proper health and safety consultation with all such personnel in accordance with the Health and Safety (Consultation with Employees) Regulations 1996.

10 Payments

10.1 Interim Payment

Where identified in the Pricing Schedule the Contractor shall submit at the stated intervals a detailed account which includes; the Particular Pricing Schedule and/or Form of Tender items against which the Contractor considers payment should be made. Together with the value of any variations and less any retention stated in the Pricing Schedule.

10.2 Lump Sum

[4] it is recommended that all operatives are immunised against tetanus
It is recommended that all operatives are made aware of the risk of leptospirosis (Weil's disease) when working in and around waterways. All Contractors are advised to wear protective clothing (including gloves) and cover/treat all cuts/broken skin prior to undertaking water works.

Where identified in the Pricing Schedule the Contractor shall request a final Lump Sum payment on completion of the Services/Works. Together with the value of any variation and less any retention stated in the Pricing Schedule.

10.4 Invoicing

- 10.4.1 Requests for payment of Interim or Lump Sum shall be supported by such documents, vouchers and receipts as may be reasonably required by the Employer and when considering any such application the Employer reserves the right to require the production of further supporting information and/or documentation as it considers reasonably necessary in relation to any claim for reimbursement of any expenses or disbursements to show that such expenses or disbursements have been properly incurred.
- 10.4.2 Each invoice submitted by the Contractor shall show:
- a) The sum that the Contractor considers due;
 - b) The basis on which the sum has been calculated;
 - c) The amounts on account of the Contract Sum previously paid by the Employer to the Contractor where applicable (Contracts subject to Interim Payments).
- 10.4.3 The due date for payment shall be as specified within the Pricing Schedule. Invoices presented before the Due Date shall not be considered by the SO and shall be deemed not to have been received by the SO until the Due Date.
- 10.4.4 Save as set out in clause 10.3.3 any sums payable from one party to the other shall become due on the date of demand.
- 10.4.5 Not later than 5 days after the date on which a sum becomes due from a party under this Contract such party shall issue a payment notice setting out the amount it considers is due at the payment date and the basis on which that amount has been calculated (a "Payment Notice"). If a Payment Notice is not given by the Employer in accordance with this Clause in respect of an Interim Application by the Contractor, the amount of the payment to be made by the Employer shall, subject to any Pay Less Notice (as defined in Clause 10.3.7), be the sum stated as due in the Interim Application.
- 10.4.6 The final date for payment of any sum which becomes due under this Contract ("Final Date for Payment") shall be 28 days after that sum becomes due.
- 10.4.7 A payment in respect of a sum which has become due under this Contract may not be withheld after the Final Date for Payment for that sum save where the party withholding payment has served a notice on the payee setting out the sum the payer considers to be due on the date the notice is served and the basis on which that sum has been calculated (a "Pay Less Notice") no later than 7 days before such Final Date for Payment.
- 10.4.8 Subject to the receipt of a valid tax invoice the Employer shall pay to the Contractor the total amount of Value Added Tax properly chargeable by the Contractor on the supply to the Employer of any goods or services under this Contract provided that in respect of any disbursement or expense reimbursable to the Contractor under this Contract the Employer shall only be liable to pay VAT to the Contractor on the VAT-exclusive amount of such disbursement or expense.
- 10.4.9 The Contractor's invoice shall be prepared upon a typewriter or printer and shall be submitted upon paper bearing the Contractor's letterhead.
- 10.4.10 When presenting an invoice for payment the Contractor shall clearly state the following information:

- a) the name of the Contract;
- b) the Contract reference number;
- c) the instalment number;
- d) the month and year to which the invoice refers; and
- e) the Employer's Purchase Order Number.

10.4.11 Invoices and associated paper work are to bear the Homes and Communities Agency (HCA) address as Employer, but addressed for the attention of the SO or his representative as per their instruction.

10.4 Change of Law

10.4.1 The Contractor shall neither be relieved of its obligations to supply the Services/Works or carry out the Services/Works in accordance with the provisions of this Contract nor be entitled to an increase in the Contract Sum as a result of a Specific Change in Law where the effect of that Specific Change in Law on the Service/Works is known at the Commencement Date.

10.4.2 If a Specific Change in Law occurs during the Contract Period the Contractor shall notify the Employer of the likely effects of that change, including:

- a) whether any modification is required to the Services/Works, the Contract Sum or the Contract; and
- b) where any relief from compliance with the Contractor's obligations is required, including any obligation to achieve any milestones or to meet any service level agreements at any time.

10.4.3 As soon as practical after any notification in accordance with 10.4.2 the Contractor shall discuss and agree the matters referred to in the notice with the Employer. Both parties will discuss any ways in which the Contractor can mitigate the effect of the Specific Change of Law, including:

- a) providing evidence that the Contractor has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its approved sub-contractors;
- b) demonstrating that a foreseeable Specific Change in Law had been taken into account by the Contractor before it occurred;
- c) giving evidence as to how the Specific Change in Law has affected the cost of providing the Service/Works; and
- d) demonstrating that any expenditure that has been avoided has been taken account in amending the Contract Sum.

10.4.4 Any increase in the Contract Sum or relief from the Contractor's obligations agreed by the parties pursuant to clauses 10.4.2 and 10.4.3 shall be implemented in accordance with clause 10.7 (Variations).

10.4.5 If a General Change in Law occurs during the Contract Period the Contractor shall notify the Employer of:

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- a) whether any modification is required to the Service/Works or the Contract; and
- b) where any relief from compliance with the Contractor's obligations is required, include any obligation to achieve any milestones or to meet any service level agreements at any time.

10.4.6 As soon as practical after any notification in accordance with 10.4.5 the Employer shall decide in his absolute discretion whether any modification is required to the Service/Works or the Contract to comply with the General Change in Law. At no time shall the Contractor be entitled to any increase in the Contract Sum as a result of a General Change in Law.

10.5 Value Added Tax

All sums payable under the Contract unless otherwise stated are exclusive of Value Added Tax (VAT) and other duties or taxes. Any VAT or other duties or taxes payable in respect of such sums shall be in addition to such sums.

10.6 Auditing

10.6.1 Any invoice submitted by the Contractor pursuant to clause 10.3 must be accompanied by the Contractor Site Assessment Form, Pesticide records, inspection records, consignment notes and tip receipts for that month before payments can be made by the Employer.

10.6.2 The Contractor shall, if required, allow the Employer or any person acting on its authority access to the Contractor's premises for the purpose of inspecting records pertaining to the Contract. The Contractor shall provide the Employer with any copies of such records as the Employer may reasonably require.

10.6.3 The Contractor shall maintain and update all records pertaining to the Contract to ensure that they properly reflect at any given time the current state of work programmes or projects on which the Contractor is involved.

10.6.4 The Contractor shall keep all records pertaining to the Contract in a safe and secure place at the Contractor's premises.

10.7 Variations

10.7.1 Any error in description or in quantity or any omission of items from the Contract Documents shall not vitiate the Contract but shall be corrected and deemed to be a Contract Variation required by the Employer, to be valued by the SO on a fair and reasonable basis using where relevant the appropriate unit rates submitted by the Contractor in his tender.

10.7.2 The Employer may order an addition to or omission from or other change in the Service/Works or the order or period in which they are to be carried out and any such Contract Variation shall be valued by the SO on a fair and reasonable basis using where relevant the appropriate unit rates submitted by the Contractor in his tender. Subject to clause 10.7.5 the Contractor shall comply with the Contract Variation and respond to any written communications regarding variations within ten working days.

10.7.3 Any variation to the Contract shall only be ordered by the Employer and any verbal instructions shall be confirmed in writing by the Employer within two days.

10.7.4 Any variation ordered shall not vitiate the Contract.

10.7.5 The Contractor may only refuse to comply with a Contract Variation where it can demonstrate to the reasonable satisfaction of the Employer that compliance with any such instruction will comprise a breach of health and safety regulations or other legislation if implemented.

10.8 Workmanship: Defective Service/Work

- 10.8.1 If it is the reasonable opinion of the SO that the Contractor has failed to perform the service/works necessary to meet the requirements of the Contract the SO shall give a written notice to the Contractor to comply with the requirements of the notice within a stated time at the Contractor's own expense. Such a notice may be on a Site Direction Form or in a letter to the Contractor from the SO which may be emailed, posted, hand delivered or otherwise transmitted to the Contractor, for example by facsimile machine.
- 10.8.2 In the opinion of the Employer defective service/work may fall into one of three categories:
- a) defective service/work requiring immediate corrective attention, or
 - b) defective service/work requiring urgent corrective attention, generally the following working day, or
 - c) defective service/work requiring corrective attention, generally during the course of the next programmed maintenance visit or at some other mutually agreed time within a reasonable period as stipulated by the SO.
- 10.8.3 If it is the reasonable opinion of the SO that the defective service/works require immediate corrective action because the defective service/works constitute a potential hazard or risk to the public the Employer retains at the Employer's option the right to:
- a) instruct the Contractor to return to site immediately to correct the defective service/works at the Contractor's own expense, or
 - b) instruct an agency to go to the site to take whatever steps may be reasonably required to correct the defective service/works or to make the site safe if the Contractor is unable or unwilling to make the defect safe. The full costs of such action shall be deducted from any monies due to the Contractor.
- 10.8.4 If it is the reasonable opinion of the SO that the defective service/works require urgent corrective action, for example because the defective works do not meet the SO's specifications and are potentially injurious to the tree, the Employer retains at the Employer's option the right to:
- a) instruct the Contractor to return to site the following working day or at some other mutually agreed time within a reasonable period to correct the defective service/works at the Contractor's own expense, or
 - b) instruct an agency to go to the site to take whatever steps may be reasonably required to correct the defective service/works if the Contractor is unable or unwilling to correct the defect. The full costs of such action shall be deducted from any monies due to the Contractor.
- 10.8.5 If it is the reasonable opinion of the SO that the defective service/works require corrective action, for example because the defective service/works do not meet the SO's specifications, the Employer retains at the Employer's option the right to:
- a) instruct the Contractor to return to site, generally during the course of the next programmed maintenance visit or at some other mutually agreed time within a reasonable period as stipulated by the SO to correct the defective service/works at the Contractor's own expense, or
 - b) instruct an agency to go to the site to take whatever steps may be reasonably required to correct the defective service/works if the Contractor is unable or unwilling to correct the defect. The full costs of such action shall be deducted from any monies due to the Contractor.

10.8.6 If the Contractor fails forthwith to complete the service/works or to rectify such defects as have been notified within the time stated, the Employer may make alternative arrangements to carry out the requirements of the notice using any agency. In such cases the cost of alternative arrangements ordered under 10.8 Defective Work/Service shall be deducted from any monies due to the Contractor, any balance shall be a debt recoverable from the Contractor.

10.8.7 Notwithstanding anything contained or implied to the contrary in this Contract where any sum of money is due and payable by the Contractor to the Employer such sum or any part thereof may be deducted by the Employer from any sum due or which may hereafter become due by the Employer to the Contractor under this Contract or under any other contract or contracts.

10.9 Recovery of Sums Due

Notwithstanding anything contained or implied to the contrary in this Contract where any sum of money is due and payable by the Contractor to the Employer such sum or any part thereof may be deducted by the Employer from any sum due or which may hereafter become due by the Employer to the Contractor under this Contract or under any other contract or contracts.

11 Determination

11.1 Determination by the Employer

11.1.1 The Employer may in writing determine the Contract with immediate effect (but without prejudice to the rights of the parties accrued to the date of determination) including (but not limited to) any of the following cases:

- a) Default
 - (i) if the Contractor suspends the carrying out of the Service/Works without prior authorisation from the SO, or
 - (ii) if the Contractor fails to proceed diligently with the Service/Works or fails to resume after having been given reasonable notice by the SO to do so, or
 - (iii) if the Contractor having been given notice by the SO to re-execute work which has not been performed in accordance with the Contract or to implement outstanding items fails within a reasonable time to comply with such notice (the period of time regarded as reasonable by the Employer shall be stated in the notice), or
- b) Corrupt Gifts
 - (i) if the Contractor or anyone employed by him or acting on his behalf shall commit an offence under the Prevention of Corruption Acts 1889 to 1916 or Bribery Act 2010 in relation to this or any other contract with the Employer.

- c) Insolvency

For the purpose of this Contract:

- (i) a party which is a company becomes insolvent:
 - (a) when it enters administration within the meaning of Schedule B1 to the Insolvency Act 1986;
 - (b) on the appointment of an administrative receiver or a receiver or manager of its property under Chapter I of Part III of that Act, or the appointment of a receiver under Chapter II of that Part;

- (c) on the passing of a resolution for voluntary winding-up without a declaration of solvency under section 89 of that Act; or
 - (d) on them making of a winding-up order under Part IV or V of that Act.
 - (ii) a party which is a partnership becomes insolvent:
 - (a) on the making of a winding-up order against it under any provision of the Insolvency Act 1986 as applied by an order under section 420 of that Act; or
 - a. when sequestration is awarded on the estate of the partnership under section 12 of the Bankruptcy (Scotland) Act 1985 or the partnership grants a trust deed for its creditors.
 - (iii) a party who is an individual becomes insolvent:
 - (a) on the making of a bankruptcy order against him under Part IX of the Insolvency Act 1986; or
 - (b) on the sequestration of his estate under the Bankruptcy (Scotland) Act 1985 or when he grants a trust deed for his creditors.
 - (iv) A party also becomes insolvent if:
 - (a) he enters into an arrangement, compromise or composition in satisfaction of his debts (excluding a scheme of arrangements as a solvent company for the purpose of amalgamation or reconstruction); or
 - (b) (in the case of a party which is a partnership) each partner is the subject of an individual arrangement or any other event or proceedings referred to in this clause 10.1.1(c)
- each of clauses 11.1.1(c)(i) to 11.1.1(c)(iv) also includes any analogous arrangement, event or proceedings in any other jurisdiction.
- d) Failure To Declare An Interest
 - (i) upon any breach of a Declaration of Interest.
 - e) Breach of Contract
 - (i) upon material or repeated breach of any part of this Contract.

11.2 Consequences of Determination By The Employer

In the event of the Employer determining the employment of the Contractor due to any of the cases (a) to (e) of clause 11.1 the Contractor shall immediately give up possession of the Site and all of the Employer's property in his possession and the Employer shall not be bound to make any further payment to the Contractor and the Employer may either by itself or by any other agency complete the Services/Works or any part thereof and the Contractor shall be liable to the Employer as a debt due for any costs or expenses incurred by the Employer provided always that the right of determination shall be without prejudice to any other rights or remedies which the Employer may possess either by virtue of the provisions of this Contract under any statute or at Common Law.

11.3 Determination by the Contractor

11.3.1 If the Employer becomes subject to any of the circumstances set out in clause 11.1.1(c), the Contractor may by notice to the Employer terminate the Contractor's employment under this Contract.

11.3.2 If the Employer does not pay the amount properly due to the Contractor in respect of any invoice by the Final Date for Payment, the Contractor may give the Employer a written notice specifying the default or defaults. If that default or defaults continue for 14 days from receipt of the Contractor's written notice, the Contractor may within 10 days from the expiry of that 14 day period (by a further notice to the Employer) terminate the Contractor's employment under the Contract.

11.4 Consequences of Determination By the Contractor

11.4.1 In the event of the Contractor determining the Contract pursuant to clause 11.3 the Contractor shall immediately give up possession of the Site and all of the Employer's property in his possession and the Contractor shall as soon as reasonably practicable prepare an invoice for submission to and payment by the Employer (subject always to clause 10.3.7) setting out the following:

- a) The total value of work properly executed at the date of termination of the Contractor's employment, ascertained in accordance with the Contract as if the employment had not been terminated, together with any other amounts due to the Contractor under the Contract; and
- b) The cost of materials or goods properly ordered for the Works for which the Contractor then has paid or is legally bound to pay; and
- c) Any direct loss and/or damage caused to the Contractor by the termination.

12 Settlement of Disputes

12.1 With a view to avoidance or early resolution of disputes or differences (subject always to clause 12.2, each party shall promptly notify the other of any matter that appears likely to give rise to a dispute or difference. The Senior Executives (or if either is not available, a colleague of similar standing) shall meet as soon as practicable for direct, good faith negotiations to resolve the matter.

12.2 Any dispute or difference arising under or in any way connected with this Contract may be referred to an adjudicator at any time in accordance with the Technology and Construction Solicitors Association (TeCSA) Rules version 3.2 Procedural Rules for Adjudication ("TECSA Rules").

12.3 For the purposes of nominating an adjudicator pursuant to clause 12.1 and the TeCSA Rules the specified nominating body shall be the Chairman for the time being of TeCSA.

12.4 Any adjudicator's decision pursuant to clause 12.1 shall be binding unless and until the dispute or difference is finally determined by the by the appropriate Court of England and Wales in accordance with clause 12.5.

12.5 Subject to clause 12.1 all disputes or differences relating to this contract shall be tried by the appropriate Court of England and Wales.

12.6 No decision given by the adjudicator shall disqualify him from being called as a witness and giving evidence before Court on any matter whatsoever.

12.7 The adjudicator shall not be or be deemed to be an arbitrator whether for the purposes of the Arbitration Act 1996 or for any other purpose and this clause 12 is not an arbitration clause nor shall it be deemed to be so.

- 12.8 The parties may mediate any dispute or differences arising under or in any way connected by this Contract.

13 Waiver

The failure of the Employer to insist on strict performance of any provision of this Contract, or the failure of the Employer to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations of the Contractor. No waiver shall be effective unless it is expressly stated to be a waiver by the Employer in writing to the Contractor provided that a waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

14 Contractor's Liability

- 14.1 The Contractor shall be liable for and indemnify the Employer against any expense, liability, loss, claim or proceedings in respect of any damage whatsoever to any property real or personal [5] insofar as such damage arises out of or in the course of or by reason of the carrying out of the Works, unless due to any act or neglect of the Employer or of its servants or agents. Without prejudice to his liability to indemnify the Employer the Contractor shall maintain and shall cause any approved sub-contractor to maintain such insurances as are necessary to cover the liability of the Contractor, or, as the case may be, of such subcontractor, in respect of personal injury or death arising out of or in the course of or caused by the carrying out of the Works; Public Liability Indemnity of not less than £5,000,000 is required and Employers Liability of not less than £10,000,00 required [5]. Nothing contained in this clause 14 shall impose any liability on the sub-contractor in respect of negligence or breach of duty on the part of the Employer, the Contractor his other subcontractors or their respective servants or agents.
- 14.2 The Contractor shall be liable for and indemnify the Employer against and insure and cause any sub-contractor to insure against any expense, liability, loss, claim or proceedings in respect of any damage whatsoever to any property real or personal [6] insofar as such damage arises out of or in the course of or by reason of the carrying out of the Works and is due to any negligence, omission or default of the Contractor or any person for whom the Contractor is responsible or of any sub-contractor or person for whom the sub-contractor is responsible.
- 14.3 The Contractor shall produce, and shall cause any approved subcontractor to produce, such evidence as the Employer may reasonably require that the insurance's referred to in clause 14. Contractor's liability has been taken out and is in force at all appropriate and material times.
- 14.4 Notwithstanding any other provision of this Contract, the Contractor shall indemnify the Employer against any expense, liability, loss, claim or proceedings incurred by the Employer in respect of any breach by the Contractor of any provision of this Contract.

15 Notice

- 15.1 All notices to be given under this Contract shall be in writing and can include electronic mail (e-mail) and providing notices are not returned as undelivered they will have deemed duly served:
- (a) in the case of a notice delivered personally, at the time of delivery;

[4] damage to property both above and below ground

[5] public liability indemnity of not less than five million pounds sterling and Employers Liability of ten million pounds sterling is required for each and every occurrence

[6] either before the start of the contract or during the term of the contract

- (b) in the case of a notice sent by first class pre-paid post, 2 clear working days after the date of dispatch;
 - (c) in the case of a facsimile transmission, if sent during normal working hours then at the time of transmission and if sent outside normal working hours then on the next following working day, provided (in each case) that a confirmatory copy is sent by first class pre-paid post or by hand by the end of the next working day; and
 - (d) in the case of an e-mail, 4 hours from the time it was sent,
- 15.2 Notices will be addressed to the designated person within the StdLM March 2020, v5.0 Questionnaire unless the Contractor has informed the Employer of a change to correspondence address. Correspondence address for the Employer or their appointed Agent will be identified within the Pricing Schedule

16 Entire Agreement

- 16.1 The Contract constitutes the entire agreement and understanding between the parties in respect of the matters dealt within it and supersedes, cancels and nullifies any previous agreement between the parties in relation to such matters.
- 16.2 Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on and shall have no remedy in respect of any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Contract. The only remedy available to either party in respect of any such statements, representation, warranty, or understanding shall be for breach of contract under the terms of the Contract.
- 16.3 Nothing in this clause 16 shall operate to exclude any liability for fraudulent misrepresentation.

17 Illegality

In the event that any part of the Contract shall be or become or be declared void, invalid, illegal or unenforceable for any reason whatsoever including by reason of the provisions of any law, any decision of any Court or Regulatory Body having jurisdiction over the parties or the Contract, the parties hereby expressly agree that the remaining parts and provisions of the Contract shall continue in full force and effect with such amendments to ensure that the balance of obligation remains so far as possible the same as under the Contract or as may be agreed between the parties.

18 Copyright

- 18.1 Copyright in all of the Contract Documents shall remain vested in the Employer. The Employer grants the Contractor an irrevocable, royalty-free, non-exclusive licence to use and reproduce the Contract Documents for any purpose connected with this Contract. The Employer shall not be liable for the use of any of the Contract Documents by the Contractor.
- 18.2 The Contractor grants the Employer an irrevocable, royalty-free, non-exclusive licence to use and reproduce any documents or drawings prepared by the Contractor in respect of the Works for any purpose connected with this Contract.

19 Duty of Confidentiality

- 19.1 Each party recognises that under this Contract it may receive Confidential Information belonging to the other.
- 19.2 Each party agrees to treat all Confidential Information belonging to the other as confidential and not to disclose such Confidential Information or any other confidential information relating to the Employer or the Services arising or coming to its attention in the course of providing the Services to the Employer to any third party without the prior written consent of the other party and agrees not to use such Confidential Information for any purpose other than that for which it is supplied under this Contract.
- 19.3 Each party will be permitted to disclose Confidential Information to the extent that it is required to do so:
- (a) to enable the disclosing party to perform its obligations under this Contract; or
 - (b) by any applicable law or by a court, arbitral or administrative tribunal in the course of proceedings before it includes without limitation any requirement for disclosure under FOIA, EIR or the Code of Practice on Access to Government Information and the Contractor acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and the Employer may nevertheless be obliged to disclose such Confidential Information; or
 - (c) by any Regulatory Body (including any investment exchange) acting in the course of proceedings before it or acting in the course of its duties; or
 - (d) in order to give proper instructions to any professional adviser of that party who also has an obligation to keep any such Confidential Information confidential.
- 19.4 Nothing in this clause 19 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

20 Transparency

- 20.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the FOIA, and notwithstanding any other term of this Contract, the Contractor hereby consents for the Employer to publish the Contract to the general public in its entirety (but with any information, which is exempt from disclosure in accordance with the provisions of the FOIA, redacted), including from time to time agreed changes to the contract.
- 20.2 The Employer shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA either:
- (a) following consultation with the Contractor and having taken (or not taken, as the case may be) its views into account; or
 - (b) without consulting the Contractor.
- 20.3 The Contractor shall assist and cooperate with the Employer to enable the Employer to publish this Contract.

21 Contracts (Rights of Third Parties) Act 1999

Nothing in this contract is intended to confer on any third party any right to enforce any term of this Contract which that third party would not have had but for the Contracts (Rights of Third Parties) Act 1999.

This Contract has been signed as a simple contract on the day and year first before written

SIGNED by the Parties as follows:

By the Homes and Communities Agency)
acting by)

Authorised Signatory

(print name)

By the Contractor)
acting by:)

Director/Authorised Signatory _____

(print name) _____

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Appendix 2:

Specification

2. The definitions within the Specification should be read as the following:
 - *Contractor* – Supplier
 - *Employer* – the HCA

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StdLM, March 2020 (Version 6.0) LANDSCAPE MAINTENANCE AND CLEANSING SPECIFICATION

March 2020

PROTECT - COMMERCIAL

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ROUTINE LANDSCAPE WORKS

1.0 MAINTENANCE SPECIFICATION AND CODING

1.1 CLEANSING

Objective: The Site is clean of all litter and other waste and objectionable material.

Cleansing: General

- 1.1.1 The Contractor shall carry out an initial cleanse at the start of the Contract to the areas marked on the Contract Drawing. The Contractor shall complete the initial cleanse in accordance with 1.1.5 and 1.1.6 below and should identify any items which fall outside of the scope of routine cleansing to the SO.
- 1.1.2 As the Contractor carries out day to day operations should any: vandalism, damage to signs, furniture and fittings, areas of heavy litter (including contractual required litter), missing utility covers, extreme anti-social behaviour and the like be encountered, he will report the problem to the SO. Issues of a hazardous or potentially hazardous nature should be reported on the same day as encountered.
- 1.1.3 As and when graffiti is located by the Contractor within the Contract area, the Contractor shall inform the SO on the same day or as soon as is reasonably to do so.
- 1.1.4 Areas specified within the Contract shall be thoroughly cleansed at intervals instructed in the Pricing Schedule. These areas shall be specified within the Pricing Schedule and marked on the Contract Drawings to be provided by the Contractor stating the cleansing routine for each Site. The Contractor shall also report in retrospect to the Employer following completion of the Service/Works. All arisings from the cleansing operations shall be removed from Site and taken to tip, tip receipts will be provided as and when required by the Employer.
- 1.1.5 Cleansing shall not only refer to the general litter as stated in Appointment to Landscape Contractor Definitions, but also debris, detritus, broken glass, building rubble, animal foulings, leaf fall and timber. Cleansing will include working in and through planted areas removing all items of litter as specified. All litter must be removed as seen. The Contractor shall take advantage of the winter leaf fall period and use the opportunity to pick litter found within planted areas that may have previously been overlooked.
- 1.1.6 Cleansing shall refer to the removal of all litter/dumped items and organic debris as specified. As part of the Schedule no individual item shall be larger than that can be placed in a standard wheel barrow (0.25 m³, or 6 ft³). When items larger than that specified are found within the area the Contractor shall inform the SO, so removal can be arranged. Note; Large quantities of litter and debris arising from traveller occupation is excluded.
- 1.1.7 As part of the cleansing regime provided by the Contractor, he shall provide a schedule of proposed cleansing operations for the duration of the Service/Works. This schedule will be submitted with consultation by SO to indicate on a weekly basis which sections of the Contract will be cleansed on specific weeks.
- 1.1.8 In the period November to December and as directed by the SO, all hard surfaces (including building surroundings) shall be swept clean of leaf, soil and other organic materials. Where the arisings are generally found in small amounts they shall be lightly scattered across grass/planted areas adjacent to the hard surface. Where the organic arisings are in large amounts or in the opinion of the SO visually obtrusive to the area, they shall be taken off site to tip at the Contractors own expense.

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- 1.1.9 Any suitable brushwood or arisings from tree or shrub pruning may be chipped by the use of a suitable chipping machine and spread within the site boundary.
- 1.1.10 The Contractor must ensure that the cleansing is maintained to a high standard as set out in these Maintenance Specifications and within the Appointment of Landscape Contractor.
- 1.1.11 The burning of any litter/ debris is not permitted.

Cleansing Type: Fly Tipping

- 1.1.12 Where other waste, defined for this Contract as fly-tipped waste, i.e. individual items or a mass of objects that cannot be placed in a standard wheel barrow (0.25 m³, or 6 ft³) or Hazardous Waste (as defined by the Hazardous Waste Regulations 2005), is found by the Contractor, the SO shall be notified.
- 1.1.13 Where instructed by the SO the Contractor shall remove the fly-tipped or Hazardous Waste within 48 hours to an appropriately licensed facility. A quote will be sought for these works. Separate records of disposal of all fly tipped wastes shall be made available to the SO. The disposal of the material will be paid for separately, by volume, on receipt of the tip invoice. If skips are requested for removal of fly tipping they shall not remain in the vicinity of the site for more than twenty-four hours. All fly tipped material is to be placed in the skips as soon as possible after its arrival on site. Any further skips required as a result of premature filling of the skip by other parties shall be provided at the Contractor's expense.
- 1.1.14 With respect to the disposal of used hypodermic needles the Contractor shall make himself aware of the location of appropriately licensed disposal facilities. Under the Environmental Protection Act 1990 Local Authorities are obliged to provide clinical waste disposal facilities and may charge for this service, but are not obliged to collect waste of this nature.

Cleansing Type: All Grass, Standard Vegetated Areas, Highway Sections and Hard Standing Areas (Including Footpaths)

- 1.1.15 Scavenging and cleansing to grass is included on the total area, but during the grass cutting season scavenging of grass areas is also to be carried out by the Contractor immediately prior to mowing.
- 1.1.16 The Contractor shall clear all animal fouling from grass areas.
- 1.1.17 Litter and debris lodged in hedges, fences, shrub beds and trees shall be removed as part of the cleansing operation.
- 1.1.18 All hard standing areas shall be swept to remove general litter, animal droppings and other organic materials and inorganic materials.
- 1.1.19 The lengths of leisure routes within the Contract Area shall be thoroughly cleansed of all litter, both general and organic materials and debris.
- 1.1.20 During autumn leaf fall and as directed by the SO, the Contractor shall sweep and clear the surface of leisure routes of all organic matter including leaf debris. The arisings can be scattered into adjacent plantings or grassland away from the leisure route edges.
- 1.1.21 For Frequency of Cleansing Operations please refer to associated Contract Drawings and Pricing Schedule provided for each tender action.

Cleansing Type: Water Bodies

- 1.1.22 Ponds, streams and ditches shall be cleansed at the frequency indicated for adjacent areas. All floating debris and any visible submerged debris shall be cleansed at each visit.

1.1.23 Cleansing of water bodies shall only include materials which can be reached safely from the bank with use of hand tools.

1.1.24 For Frequency of Cleansing Operations please refer to associated Contract Drawings and Pricing Schedule provided for each tender action.

Cleansing Type: Woodland Sections, inc: Young Plantations

1.1.25 Cleansing shall refer to the removal from Site of all general litter and dumped items as per 1.1 Cleansing: General. Cleansing shall include working in and through plantation areas removing all items of litter as specified. All litter seen must be removed.

1.1.26 The Contractor shall take advantage of leaf fall period to pick litter found deep within young and mature woodland areas and any planted areas that may have previously been overlooked.

1.1.27 For Frequency of Cleansing Operations please refer to associated Contract Drawings and Pricing Schedule provided for each tender action.

Codes: Cleansing Frequency

C0	Initial Cleanse
C1	Daily Cleanse
C2	Weekly Cleanse
C3	2 Weekly Cleanse
C4	4 Weekly Cleanse
C5	8 Weekly Cleanse
C6	Quarterly Cleanse
C7	6 Monthly Cleanse
C8	Annual Cleanse

1.2 WEED CONTROL

Objective: To maintain a weed free environment.

Weed Control: General

1.2.1 The Contractor shall ensure that pesticide and marker dye application, storage, handling and transport comply with all relevant legislation, statutory instruments and Codes of Practice. Specifically the Contractors attention is drawn to Record Keeping and all records must be submitted with the Contractors invoice at the end of each calendar month.

1.2.2 All pesticides and marker dyes used shall appear on the current Pesticides Safety Directorate database (PSD) or Health and Safety Executives (HSE) Approved Lists for the use required and shall be non-toxic to human beings, birds and animals under normal use and circumstances.

1.2.3 It is recommended that advice should be sought from a BASIS approved person for the correct pesticide to use and written confirmation of this recommendation must be provided to the SO before use.

1.2.4 Pesticide and marker dye will not be left unattended unless placed in a secure, fixed, appropriately labelled, purpose built container or vault.

1.2.5 The Contractor shall not draw water from any water course or water surface for any weed control operations. Nor, shall the Contractor before, during and after pesticide application pollute public drains, drains, water courses, other sources of water supply and water surfaces with pesticide concentrate, diluted pesticides or with marker dye.

- 1.2.6 The pesticide to be used, method of application, type and size of spray nozzle, knapsack pressure, droplet size and dilution shall (when appropriate) be agreed with the SO before application commences, and be in accordance with manufacturer's recommendations in order to achieve the intended result.
- 1.2.7 It is envisaged that the principal pesticides to be used under the Contract shall be glyphosate and triclopyr. The SO may agree the use of other pesticides with the Contractor before application commences.
- 1.2.8 In accordance with the Control of Pesticides Regulations 1986 all operators working with pesticides shall hold Certificates of Competence appropriate to the type of operation in progress or shall work under the direct and personal supervision of a holder of such a Certificate at all times. Not more than two non-certificated operatives shall work under the responsibility of a Certificate holder.
- 1.2.9 The Contractor is required to provide the SO with photocopies of the Certificates of Competence for any employee who will be applying pesticides and chemicals within the site contained in the Contract.
- 1.2.10 All persons employed in the handling and use of pesticides shall use the technical and engineering controls and wear the personal protective equipment (PPE) identified in the assessment carried out under the COSHH Regulations 2002 and as detailed in the approved Code of Practice for Using Plant Protection Products (DEFRA 2006).
- 1.2.11 All persons including the Contractor are required to keep records of all pesticide applications and retain them retain these records for at least three years. Refer to the approved Code of Practice for Using Plant Protection Products. The Contractor is to provide the SO with a signed copy of his pesticide record sheets at the same time as the application for payment. Example of a Pesticide Use Record Sheet can be seen at Appendix B.
- 1.2.12 The Contractor shall supply approved signs stating "Herbicide Application in Progress". Sufficient signs will be erected by the Contractor before work commences to ensure that, as far as is reasonably practicable, members of the public are made aware that pesticide application is being, or is about to be, undertaken. All such signs shall remain in position throughout the operation and shall be removed as soon as practicable after the works are completed.
- 1.2.13 When contact and systemically translocated pesticide applications are performed in soft landscapes a marker dye shall be used in sufficient quantity to enable the SO to see where spray has been applied. The Contractor must ensure that hard surfaces such as footpaths and kerbs are not contaminated with dye. **No marker dye is to be used in pesticide applications to hard landscapes or hard surfaces or when applying a residual herbicide.** The Contractor shall supply dye and ensure that such dye is compatible with the pesticide in use.
- 1.2.14 If in the SO's opinion weed growth before any proposed application of pesticide is so tall as to create a difficulty for the Contractor in avoiding spraying shrubs and/or trees the Contractor shall use appropriate mechanical or manual means to weed the site sufficiently to allow safe pesticide application.
- 1.2.15 When undertaking boundary weed control to planted beds the Contractor SHALL ONLY apply pesticide to control weed or grass growth to a strip a maximum of 300mm in width from the edge line of stems in the planting bed. If in the SO's opinion the Contractor's pesticide application exceeds the stated dimension of 300mm outside the edge line of stems the SO shall require the Contractor to re-seed damaged grass in accordance with the SO's requirements.

- 1.2.16 Where the planted area consists of ground cover forming a boundary with grassland a herbicide strip SHALL NOT BE PERMITTED around the edge of the planted area. The boundary between the grass and the ground cover shall be pruned in accordance with the pruning requirements.
- 1.2.17 THE CONTRACTOR SHALL NOT apply pesticide to control weed or grass growth at either the base of mature trees or under agricultural hedgerows. The Contractor shall use appropriate mechanical or manual means to effect weed or grass control in such locations.
- 1.2.18 If present, climbing weeds shall be pulled carefully out of ground cover shrubs, other shrubs and trees and then be taken off site to tip.
- 1.2.19 During pesticide application the Contractor shall ensure that:
- a) all spray equipment is efficient, well maintained and free from leaks;
 - b) no damage is done to shrubs, trees, bulbs or other planted material or grass
 - c) surfaces whether owned by the Employer, residents or other parties;
 - d) damage to species with green or otherwise sensitive bark is avoided;
 - e) the weather conditions are suitable throughout the area and for the duration of the operation;
 - f) placement of pesticides is accurate avoiding drift, and
 - g) the edges of sprayed areas are neat and accurate and do not extend into grass areas.
- 1.2.20 If in the SO's opinion the dead vegetation after pesticide application constitutes a fire hazard or is unsightly he may require the Contractor to cut the dead vegetation by suitable means and to take it off site to tip as directed.
- 1.2.21 Any areas of weed surviving due to being missed during spraying, or inclement weather shall be re-treated by the Contractor at his own expense.
- 1.2.22 All bottles, tins, bags, wrappers or other form of container which have contained chemicals, shall when empty, be disposed of in a safe and proper manner at an approved location.
- 1.2.23 Any plants or grass areas damaged during spraying operations shall be made good as directed by the SO to his entire satisfaction at the Contractor's expense.
- 1.2.24 The manufacturer's instructions shall be strictly abided by and the correct fallow period allowed prior to new seeding or planting.
- 1.2.25 The application of granular pesticide shall be made manually or by means of an approved spreader and lightly forked into the topsoil or as per the manufacturers recommendations.
- 1.2.26 The SO should be notified immediately if the Contractor finds either Giant Hogweed (*Heracleum mantegazzianum*), Himalayan Balsam (*Impatiens glandulifera*) or Japanese Knotweed (*Fallopia japonica*) within the Contract area. Eradication methodologies for each of these plants must be approved by the SO in order to eradicate both weeds completely from the site.
- 1.2.27 It is, therefore, a requirement that the Contractor ensure that the weed control is maintained to a high standard as set out in these Maintenance Specifications and in the Appointment of Landscape Contractor.

Weed Control - Specifications

- 1.2.28 For the purpose of the Contract "weed free" means the absence of live weed throughout the identified section for the duration of the Contract to the reasonable satisfaction of the SO.
- 1.2.29 The Contractor shall treat weed growth BY THE MOST APPROPRIATE MEANS (generally chemically, mechanically or by hand) AS MANY TIMES AS NECESSARY in the section identified on the Contract Drawings to meet the specific required landscape maintenance specifications within this Documentation.

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W1: Weed Control in Shrub Beds, Grass Areas, Footpaths, Bridleways, Car Parks, Hardstanding and Hard Features;

- 1.2.30 In order to give a neat appearance to the above areas included within the Contract Area and identified on the Contract Drawings or to control weed which has grown through the above areas the Contractor shall treat weed growth BY THE MOST APPROPRIATE MEANS (chemically, mechanically or by hand) AS MANY TIMES AS NECESSARY in order to keep the areas WEED FREE. THE CONTRACTOR SHALL NOT apply pesticide to control weed or grass growth in or next to water courses beneath or adjacent to footbridges. The Contractor shall use appropriate mechanical or manual means to affect weed or grass control in such locations.
- 1.2.31 In order to give a neat appearance around individual hard features in grass section included within the Contract Area, e.g. bollards, fences, gateways, highway signs, lamp columns, service installation markers, man-hole covers and walls. The Contractor may use pesticides to maintain a weed free strip or spot around those features up to but not exceeding 200mm in width, or 400mm in diameter. Where street furniture is sited in grass the Contractor will not use pesticides. In such locations the Contractor shall cut the grass or weed to the required specification using the appropriate work equipment. All arisings will be taken off site to tip at the contractors own expense.
- 1.2.32 The Contractor SHALL USE PESTICIDES TO MAINTAIN THE SURFACE OF THE HARD STANDING upon which street furniture such as benches, picnic sets and seats; is sited as weed free. The Contractor SHALL NOT USE PESTICIDES AROUND THE EDGE OF THE HARD STANDING. In such locations the Contractor shall cut the grass or weed to the required specification using the appropriate work equipment.

W2: Weed Control at Hard Features

- 1.2.33 The Contractor should also note that at no time should any strimmers or like machinery be used to control the weed at the base of all street trees. Any damage and subsequent poor health/death to the tree(s) will require the Contractor to replace the tree at his own expense.
- 1.2.34 In order to give a neat appearance around individual hard features in grass section included within the Contract Area, e.g. bollards, fences, gateways, highway signs, lamp columns, service installation markers, man-hole covers and walls. The Contractor may use pesticides to maintain a weed free strip or spot around those features up to but not exceeding 200mm in width, or 400mm in diameter. Where street furniture is sited in grass the Contractor will not use pesticides. In such locations the Contractor shall cut the grass or weed to the required specification using the appropriate work equipment. All arisings will be taken off site to tip at the contractors own expense.
- 1.2.35 The Contractor SHALL USE PESTICIDES TO MAINTAIN THE SURFACE OF THE HARD STANDING upon which street furniture such as benches, picnic sets and seats; is sited as weed free. The Contractor SHALL NOT USE PESTICIDES AROUND THE EDGE OF THE HARD STANDING. In such locations the Contractor shall cut the grass or weed to the required specification using the appropriate work equipment.

W3: Weed control in herbaceous/annual beds and borders

- 1.2.36 THE CONTRACTOR SHALL NOT apply pesticide to control weed or grass growth within herbaceous or annual borders or beds. Within the herbaceous planting beds identified in the Contract Documents the Contractor shall usually treat weed growth BY HOEING OR HAND WEEDING as many times as necessary to ensure that the control meets the SO's satisfaction.

W4: Weed control to trees in grass/hard standing

- 1.2.37 A 1m diameter weed free circle is to be kept around individual trees in grass/hard standing. THE CONTRACTOR SHALL NOT apply pesticide to control weed and grass growth within the 1m diameter circle. The trees identified in these Maintenance Specifications and Contract Drawings

shall be HAND WEEDED as many times as necessary to ensure that the control meets with the SO's satisfaction.

W5: Weed Control in Rivers and Ditches

- 1.2.38 Rivers and ditches are to be managed as weed free in order to maintain their aesthetic appearance and performance capabilities.
- 1.2.39 The Contractor shall cut the grass, herbaceous matter and natural woody regeneration along the edge and across the surface of the ditch to a height of between 100mm and 200mm. All arisings are to be removed and stacked on the side of the ditch course for 48 hours to drain and allow wildlife to return to the water. Vegetation should then be removed from Site and disposed of at an approved location; the Contractor will then remove any fallen leaves and debris from the bottom of the ditch, all arisings to be taken off site to tip at the Contractor's own expense.
- 1.2.40 The use of pesticides is PROHIBITED unless permission is sought, through the SO, of the Environment Agency (EA) and SO receives written approval of that permission. The Contractor shall use appropriate mechanical or manual means to affect weed or grass control in such locations.

W6: Localised, Species Specific Woody Weed Control

- 1.2.41 All species illustrated on the Contract Drawings (e.g. bramble, elderberry etc.) shall be cut once a year between October and early January and the arisings removed off site. The cut stems or stumps shall be treated with appropriate herbicide to prevent regrowth. In the case of bramble thickets, with the agreement of the SO, the bramble may be treated with herbicide prior to cutting and the material cut once die back has occurred.

W7: Broadleaved Weed Control

- 1.2.42 When specified in the Contract Documents all areas of grassland cut as Fine/Short/Rough Grass shall be treated with selective herbicide at least twice per annum, generally in both spring and autumn, to control broadleaved weed to the reasonable satisfaction of the SO.

W8: Dock Control

- 1.2.43 If specified on the Contract Drawings, the Contractor shall control docks by performing localised targeted selective herbicide application at least twice per annum, spring and autumn, to control docks to the reasonable satisfaction of the SO.

W9: Ragwort Control in Long Grass Areas

- 1.2.44 Ragwort is an injurious weed and consequently all operatives involved in handling the plant must have received the appropriate instruction for the task and must be supplied with the appropriate type of personal protective equipment.
- 1.2.45 Prior to long grass cutting in September, or upon direction of the SO, the Contractor will remove all ragwort in late June/July from the sward by digging with a ragwort fork and remove the arisings from site to tip.
- 1.2.46 Upon direction of the SO, the Contractor will spray the ragwort using spot treatment with a knapsack sprayer in late June/July and remove the arisings from site to tip. To avoid chemical drift when hand spraying, a guard must be fixed to the sprayer, low drift nozzles should be used and spraying should only be undertaken in suitable weather conditions.
- 1.2.47 If the ragwort has not been removed to the satisfaction of the SO whether by digging or spraying, the Contractor will be required to continue operations until the designated areas are clear of Ragwort.

W10: Weed Control Autumn Cleanse

- 1.2.48 The Contractor shall cut once per year in October, generally using hand tools and leaving the arisings on site, weed inclusive of woody weed. The maximum length of the weed after cutting shall be 300mm and the minimum length shall be 200mm. The use of strimmers and clearing saws to complete this operation must have the prior approval of the SO.

W11: Grass Edge Treatment

- 1.2.49 The uncut grass, weed, woody weed and sucker growth around the complete perimeter of the area extending to a distance up to 2.0m outside the edge line of stems, or to the point where the grass is regularly cut and 2.0m inside the perimeter of the area. The material shall be cut by the most appropriate means once during the month of July and once during the month of October, and the arisings left on site. The maximum length after cutting shall be 100mm, whilst the minimum should not be less than 50mm.

Treatment Codes: Weed Control

W1	Weed control in shrub beds, grass areas, footpaths and bridleways, car parks, hardstanding and hard features
W2	Weed control at hard features
W3	Weed control in herbaceous/annual beds and borders
W4	Weed control to trees in grass/hard standing
W5	Weed Control in Rivers and Ditches
W6	Localised, species specific woody weed control
W7	Broadleaved weed control
W8	Dock Control
W9	Ragwort Control
W10	Weed Control Autumn Cleanse
W11	Grass Edge Treatment

1.3 GRASS CUTTING

Objective: To maintain areas of grass at the required height, refer also to Contract Drawings.

Grass Cutting: General

- 1.3.1 The Contractor shall cut grass, with appropriate machinery, AS MANY TIMES AS NECESSARY, to meet the quality standards set out in Grass Cutting Specifications. The Contractor should note that certain areas may need to be cut more frequently than others sharing the same specification to achieve and maintain the same landscape maintenance specification.
- 1.3.2 All loose stones or other harmful material from whatever source which may damage grass cutting plant or create a possible hazard to persons or property shall be removed off site.
- 1.3.3 All litter from grass cutting areas shall be removed off Site to an approved tip prior to grass cutting. The Contractor will not cut up or cut through litter.
- 1.3.4 All grass cutting operations adjacent to road or on central reservations shall only take place once traffic management has been agreed with the SO. As a minimum, warning signs shall be erected in all instances, refer also to Appointment of Landscape Contractor, 6.7 Traffic Safety and Control.
- 1.3.5 The Contractor shall cut grass neatly around all new or existing signs, bollards, structures, street/park furniture, artwork, walls, fences and the like during each operation to ensure that the height of the grass along the boundary or around the feature; does not exceed the height of the grass in the rest of the grass cutting area. Where the grass cutting area is bound by a solid wall or fence the contractor may use a herbicide to maintain a weed free strip against the wall or fence. The strip shall not exceed 200mm in width.

- 1.3.6 Grass around established trees in grass shall not exceed the height of the grass in the rest of the grass cutting area. This shall be maintained by using appropriate equipment, ensuring that no damage occurs to the tree, especially its bark and roots.
- 1.3.7 Grass cutting shall be neat and to a consistent height over the whole cutting area with neither tufting where the grass has not been cut evenly or scalping where the grass has been cut too short. Individual stems shall not be left standing proud of the general sward after the grass cutting equipment has completed its pass.
- 1.3.8 The Contractor shall note and take special care when carrying out operations adjacent to glazed areas of buildings, in order to avoid damage to doors, windows etc., from flying stones or other debris. Any damage to existing buildings or structures; shall be made good at the Contractor's expense to the satisfaction of the SO.
- 1.3.9 The Contractor shall not allow grass cuttings from his work to lay on drives, horse riding trails, paths, roads and the like: cuttings which fall on such places shall be swept up and scattered on adjoining grass in the grass cutting area. All service covers within the sward must be kept clear of any build-up of arisings and must be specifically checked and cleared as necessary at the end of the mowing season.
- 1.3.10 If the Contractor, with no delay or hindrance due to adverse weather conditions, or specified instruction from the SO, has allowed the grass in any cutting area to grow longer before cutting than the requirements of the specifications as defined below, and the SO considers that the arisings from such a delayed cutting may cause a hazard or are unsightly, then the SO may require the contractor to rake up and remove all such arisings and take them off site to tip.
- 1.3.11 Grass cutting equipment shall be of a type capable of producing a standard of finish commensurate with the SO's instructions. Cylinder mowers are to be preferred on cutting fine and short grass, but in areas where this is not possible other appropriate machinery should be used.
- 1.3.12 Cutters and blades shall be sharpened and set according to the manufacturers' recommendations to ensure a consistent cleanly mown sward and the height of cut determined as the height above ground level to the cutting blade measured with the machine standing on a hard level surface.
- 1.3.13 All guards shall be in place and in good condition and all safety devices shall be operational and of a type originally fitted on manufacture.
- 1.3.14 All machines shall have an effective silencer of the type originally fitted on manufacture.
- 1.3.15 All tractor drawn mowers, ride on mowers and other related machinery should only be used at safe and appropriate speeds and operated safely to avoid any collisions with persons, property or obstacles at all times.
- 1.3.16 It is a requirement that the Contractor ensure that the grass cutting and regimes are undertaken to a high standard as set out in the Contract Drawings, Landscape Maintenance Specifications and Appointment of Landscape Contractor.

Cutting to Slopes

- 1.3.17 Prior to undertaking cutting operations on slopes, the Contractor shall consider the scale, steepness, access & egress and run off areas. The Contractor shall consider who is at risk from slope cutting operations e.g. operator, members of the public and produce a site specific risk assessments and prescriptive method of working for each and every slope cutting operation. In producing the risk assessment the Contractor shall consider the availability of machinery and whether specialist machinery is require, surface conditions, the competence of staff and identification of any specific training requirements.

- 1.3.18 The Contractor is expected to undertake a review of the control measures as outlined within the site risk assessment prior to the commencement of each and every cutting operation. The purpose of this review is to take account of changes on site e.g. due to weather, ground conditions which may result in alternative methods being more appropriate than those previously specified to ensure risk to all is reduced to a minimum. The Contractor shall constantly review methods used in particular consideration of any emerging new techniques for slope operations.
- 1.3.19 The Contractor is encouraged to proactively engage in consultation with the Employer on difficult sites with a view to identifying and agreeing alternative options to reduce risk e.g. change in practices, reducing maintenance frequency or planting of slopes with shrubs where appropriate.
- 1.3.20 Broadly the Employer would anticipate the following approach, however it is the solely the responsibility of the Contractor to identify the safest methods based on the site conditions and circumstances:
- Slopes of 15 degrees or less: Normal maintenance practice with the use of ride-on-mowers. Activity to be supported by Risk Assessment and Method Statement specific to the site.
 - Slopes 16 – 20 degrees: Cut using approved pedestrian machines. Activity to be supported by Risk Assessment and Method Statement specific to the site.
 - Slopes 20 – 30 degrees: Cut using specialist equipment e.g. pedestrian banks mower. Brush cutter. Activity to be supported by Risk Assessment and Method Statement specific to the site.
 - Slopes over 30 degrees: Cut using remote control mower or other specialist equipment.

Grass Specification Types:

G1: Fine Grass

- 1.3.21 The grass shall not be allowed to grow longer than 50mm.
- a) Arisings from the first cut each year shall be boxed and removed. Grass clippings from subsequent cuts may be finely chopped and dispersed evenly over the grassed areas, and left in situ unless instructed otherwise;
 - b) Edges of grass areas adjacent to buildings and footways shall be cut with a half-moon edging tool in October and March. The operation shall be done with the aid of a pegged line where the edge does not benefit from an adjacent hard edge;
 - c) Where instructed a broad leaf selective herbicide and / or moss killer shall be applied;
 - d) Where instructed the areas treated shall be over sown with a suitable grass seed mix at a specified coverage; and
 - e) Any bare or failing areas, ruts, or ridges shall be levelled off, topped up as necessary with topsoil, and cultivated and re-seeded to the Specification. This excludes areas damaged by third parties.

G2: Short Grass

- 1.3.22 The grass shall not be allowed to grow longer than 100mm. the maximum length after cutting shall be 50mm.
- a) Arisings shall be left in situ unless instructed otherwise; and
 - b) Any significant ruts, ridges, or bare areas shall be levelled off, cultivated and reseeded in accordance with the Maintenance Specification. This excludes areas damaged by third parties.

G3: Rough Grass

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1.3.23 The grass shall be allowed to grow to a maximum of 200mm. The height of grass shall not exceed 100mm after cutting.

- a) Arisings shall be left in situ unless instructed otherwise; and
- b) Any significant ruts, ridges, or bare areas shall be levelled off, cultivated and reseeded in accordance with the Maintenance Specification. This excludes areas damaged by third parties.

G4: Long Grass

Type A

1.3.24 The grass shall be allowed to grow to the length appropriate to the species present on the site. The grass areas shall be cut only once each year, usually in late September or early October, as directed by the SO. The height of grass/cover shall not exceed 100mm after cutting.

Type A1 – Woodland Edge

1.3.25 This grass shall be allowed to grow to the length appropriate to the species present on site. The grass areas shall be cut only once a year, usually in late September or early October, as directed by the SO. The grass area shall vary between 2.0m and 4.0m to form a scalloped grass fringe on the woodland edge of the grasslands. This will be done in order to create a gradual and irregular woodland edge where the woodland borders grassland habitats.

Type B

1.3.26 The grass shall be allowed to grow to the length appropriate to the species present on the site. The grass areas shall be cut only **twice** each year, usually in April and September as directed by the SO. The height of grass/cover shall not exceed 100mm after cutting.

Type C

1.3.27 The grass shall be allowed to grow to the length appropriate to the species present on site. The grass areas shall be cut only when specified on the contract drawing, in all other years the grass shall not be cut. Such a regime will act to maintain and improve current status of grassland types for both plant communities and associated wildlife species.

G5: Haylage

1.3.28 Prior to cutting hay from the site, and at the appropriate time (generally late June/July), or upon direction by the SO, the Contractor will remove all ragwort from the sward by hand pulling or digging and remove the arisings from site to tip.

1.3.29 The grass shall be cut to the Rough Grass specification until the end of the first week in April, then grass will be left to grow, usually until the end of July or as otherwise specified in the Contract Documents.

1.3.30 Once the hay has been removed, the grass shall then be cut to meet the Rough Grass specification for the remainder of the season.

G6: Wildflower and Nature Conservation Areas

1.3.31 Areas of wildflowers shall be cut to a height of between 50 and 60mm after the seeding of desirable species, usually in late summer/early autumn. The desirable species in each area will be notified to the Contractor prior to the cutting season. Within the wildflower areas and Areas of Nature Conservation value the cutting shall include areas of bramble, tree and shrub seedlings of less than 200mm diameter, unless otherwise instructed by the SO.

1.3.32 Unless instructed otherwise by the SO, arisings shall be raked off and removed off Site, by such means that avoids pulling, tearing or causing other damage to the soil surface and retained vegetation. The removal of arisings shall be completed within 14 days of cutting unless otherwise instructed, or agreed by the SO.

- 1.3.33 The Contractor may be instructed to cut previously unmanaged areas of wildflower grassland and should include for this initial cut within his rates.

G7: Bulbs in Grass

- 1.3.34 Where the grass cutting area contains spring bulbs the required maintenance specification shall be postponed by the SO until the SO requires cutting to commence – usually at least six weeks after flowering.
- 1.3.35 The area to which this applies shall only be the part of the cutting area where bulbs are present together with a margin of 300mm around the bulb areas.
- 1.3.36 The arisings from cutting the bulbs shall be collected up and taken off site by the Contractor.

Treatment Codes: Grass Cutting

G1	Fine Grass
G2	Short Grass
G3	Rough Grass
G4 Type A G4 Type A1 G4 Type B G4 Type C	Long Grass – 1 cut Woodland Edge Long Grass – 2 cuts Long Grass – 1 intermittent cut (year specified)
G5	Haylage
G6	Wildflower & Nature Conservation areas
G7	Bulbs in Grass

1.4 SITE INSPECTIONS AND REPORTING

Objective: to keep the SO informed about activities and conditions on the site.

- 1.4.1 The Contractor shall carry out an initial site inspection in association with the SO which shall include an inventory of hard landscape elements and features such as fencing, gates, benches and signs. The inventory should identify any issues with the condition of, or damage to, site features and should be returned to the SO within 7 calendar days of the initial inspection being undertaken.
- 1.4.2 A high standard of site management is required, and close cooperation between the Contractor's site staff and the SO is essential to the operation of the Contract. The Contractor shall take a proactive role in managing the site, and this will take the form of a programme of inspections and preparation of reports by the Contractor. Reports shall be provided to the SO no later than seven calendar days following the date of inspection. An example of a Site Inspection Report is shown in Appendix G.
- 1.4.3 Site Inspections shall be carried out by the Contractor's Foreman or Contract Manager who shall be approved by the SO and who shall produce a written report in a format agreed by the SO.
- 1.4.4 The Contractor shall produce a report that includes every site indicated as requiring inspection with Contract area as evidence that he has inspected the sites in the detailed manner below. The sites are as indicated and numbered on plans and schedules.
- 1.4.5 Superficial inspection from a distance is not acceptable and the Contract area requires coverage by walking. The inspection shall be carried out independently of any routine maintenance works/services, which may be in progress. The Contractor shall price the Site Inspection allowing sufficient time for a Foreman or Contract Manager to inspect all the sites in detail.
- 1.4.6 Reports shall indicate the following as a minimum:

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- All matters relating to the operation of the Contract as described in the various sections of the Specification and recommendations for necessary works not already included within maintenance schedule;
- Incidences of vandalism fly tipping, storm damage, disease or other site disturbances, indicating details of quantities, areas extent of works and costs, which are necessary to rectify the problem;
- Trespass, disturbance, damage, interference by other contractors or third parties, together with details of damage and schedule of reinstatement works. Verification of site security, boundaries, locks on gates, traveller defence bunds etc;
- Identification of any unsafe features which may pose a risk to Health and Safety of the public or the Contractor. The Contractor shall immediately undertake any protective or prevention measures as are appropriate and recommend permanent rectifying proposals;
- Advance notice of recommended adjustments to Frequency Schedule, whether changes to timing, nature of works/service, or quantities of operations in Contractor's programme. The contractor shall take account of the seasonal and weather conditions affecting the site in order to make recommendations on adjustments to Frequency schedule; and
- Recommendations in order to achieve good horticultural, arboricultural and silvicultural practice.

Codes: Site Inspections and Reporting Frequency

10	Initial Inspection and Report
11	Daily inspection and Report
12	Weekly Inspection and Report
13	2 Weekly Inspection and Report
14	4 Weekly Inspection and Report
15	8 Weekly Inspection and Report
16	Quarterly Inspection and Report
17	6 Monthly Inspection and Report
18	Annual inspection and report

1.5 SHRUB MAINTENANCE – ORNAMENTAL AND NATIVE

Objective: To have full ground coverage of shrub beds with healthy, attractive plants.

Shrub Maintenance: General

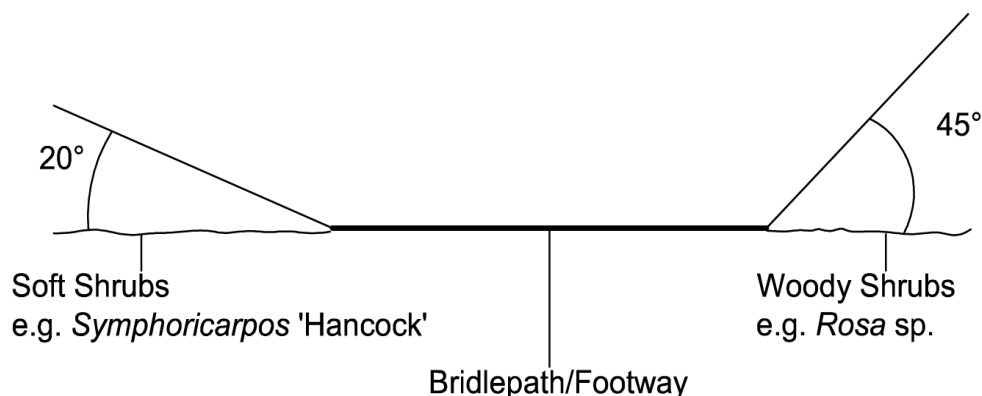
- 1.5.1 The Contractor shall perform pruning works AS MANY TIMES AS NECESSARY throughout the Contract Period to meet the standards set out below. The Specification will apply to the whole of the Contract Area. The Contractor should note that certain section (or parts of some section) may need to be pruned more frequently than others to achieve and maintain the same general landscape maintenance specification.
- 1.5.2 The Contractor shall cut or prune grasses, herbaceous plants, and shrubs from ground level to the appropriate and necessary height above ground level in order to achieve and to maintain the following standards:
- To allow for the free use of all bridleways, footpaths, grass paths and access routes within the Contract Area and highways which interface with the Contract Area.
 - To prevent overhanging vegetation along fence lines shrubs should be cut to fence level, with the cut face to slop gently from the top of the fence along the length.
 - Where ground cover planting adjoins grass the ground cover species shall be pruned to prevent the encroachment of ground cover plants and foliage into the grass area.

- iv). To allow a one metre wide free working access to and around lighting columns.
 - v). Prune trees and shrubs around man-hole and inspection covers and telecom boxes in all planting beds, plantations and woodland areas within the Contract area in order to allow emergency access to those covers by the undertakers. The pruned strip around such covers shall not exceed 200mm in width.
 - vi). The removal of dead, dying or hazardous growth.
 - vii). To maintain the visibility of signs, sightlines, structures, gates and visibility splays.
- 1.5.3 The Contractor shall not allow prunings from his work to lie on planting beds or grasslands or on paths, roads and the like: prunings which fall on all such places shall be gathered up by the Contractor and taken off site to tip.
- 1.5.4 The Contractor shall check all shrubs and trees in the Contract Area for dead or broken branches (especially following high winds). Any such dead or broken growth shall be cut off cleanly in accordance with the principles of good horticultural or arboricultural practice.
- 1.5.5 The Contractor shall bring dead shrubs or trees to the SO's attention and remove such plants when instructed to do so by the SO, together with the tree stake if so instructed.
- 1.5.6 The Contractor shall use suitable work equipment to perform the pruning works throughout the section to the Maintenance Specifications. The pruning equipment shall be well adjusted and well maintained and equipped with sharp blades or cutters. The use of tractor mounted flails to undertake any of the specified works must have the prior approval of the SO.
- 1.5.7 Where the shrubs and trees to be pruned are located close to street furniture, bollards or the like, the Contractor **must** be careful when using machinery to undertake operations. Any damage to existing hard work features will be replaced or repaired by the Contractor at his own expense.
- 1.5.8 All suckers shall be removed from rootstocks.
- 1.5.9 Any infected (disease or pest) timber shall be removed off site immediately in accordance with current DEFRA recommendations.
- 1.5.10 Arisings from ornamental shrubs shall be removed off site unless otherwise instructed by the SO. If agreed by the SO suitable arising may be chipped and spread over the surrounding area.
- 1.5.11 The Contractor shall ensure that operatives working within shrub areas are fully conversant in tree and shrub identification prior to undertaking works described in the Maintenance Specifications. Trees or shrubs suffering from damage, disfigurement or death as a result of poor horticultural knowledge will be repaired or replaced as required by the Contractor at his own expense.
- 1.5.12 If the Contractor has any doubt as to the identity of the tree/shrubs and the required works/services he should contact the SO prior to the commencement of works/services.

O1: Ornamental Shrub and Groundcover Pruning Specification

1.5.13 Pruning shall be neat and to a consistent height over the whole bed unless otherwise specified in the Contract Schedule. Vegetation adjacent to footpaths (inclusive of grass paths and grass work access routes) shall be pruned from the footpath edge to give a sloping profile of vegetation to the surface, not a vertical wall of cut vegetation, see the indicative illustration below:

1.5.14 When specified in the Contract Documents in formal shrub plantings consisting of specific



species groupings the Contractor shall prune the shrubs (including ground cover species) as many times as necessary, throughout the Contract Period, to prevent the invasion and domination of one species grouping over another.

1.5.15 Species specific pruning will be required during the establishment of some plants as detailed below to ensure they grow into the required shape to fulfil the planting design.

1.5.16 All stems shall be cut down to 50mm above ground level, or to 50mm above the coppice stool if cut down previously, at a frequency indicated on the contract drawing to maintain a succession of coloured stems. This shall be carried out during the dormant season but outside the bird nesting season (January to February).

O2: Coppicing

1.5.17 The quantity and species to be coppiced shall be determined by the SO with regard to an individual site. Details shall be instructed on a Contract Drawing of the species, the percentage of coppicing required, and timing of the services/works.

1.5.18 No coppicing shall be carried out during the bird-nesting season of late March to mid-August inclusive unless instructed by the SO and surveyed first for nesting birds / protected species. Unless otherwise instructed, coppicing shall normally be carried out between November and February.

1.5.19 The Contractor shall cut down the plant to 50mm above ground level if the plant is being coppiced for the first time. If coppiced previously, the Contractor shall cut down the plant to the previous point of coppicing, but with the cuts positioned outside the branch collar. The Contractor shall ensure that the final wound surface is smooth and angled to allow water run-off.

1.5.20 The Contractor shall process all arisings in the manner instructed by, or agreed with, the SO. This shall be as detailed above.

1.5.21 It is a requirement that the Contractor must ensure that shrub specifications and works are followed to the required correct standard as set out in the Contract Drawings, Landscape Maintenance and Appointment of Landscape Contractor.

Treatment Codes: Shrub Maintenance (Ornamental and Native)

O1	Ornamental Shrub and Ground Cover Pruning
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O2	Coppicing
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1.6 HEDGE CUTTING

Objective: To provide a dense barrier of live vegetation, without gaps.

Hedge Cutting: General

- 1.6.1 The Contractor shall generally perform ornamental hedge cutting works twice during each year or as otherwise stated in the Maintenance Specifications, for the first time in early July and for the second time at the end of September or early October to meet standards.
- 1.6.2 The overall exception to the above shall be shrubs beds or hedges of laurel (*Prunus laurocerasus* and *Prunus lusitanica*) which shall be cut once only per year, early to mid-July to meet specific landscape maintenance specifications.
- 1.6.3 The shrub beds or hedges are to be cut to dimensions stated in the Maintenance Specifications. In the absence of specific dimensions the Contractor shall remove this season's growth following the existing profile to maintain the hedge.
- 1.6.4 No trimming, laying, or clipping of native/agricultural hedges shall take place during the bird nesting season.
- 1.6.5 Hedges shall be cut on one, two, or any combination of sides, or rounded and top as specified.
- 1.6.6 The Contractor shall liaise with adjacent landowners regarding any access arrangements, working hours, and disposal of arisings, to carry out and complete the works/service.
- 1.6.7 The Contractor shall use the appropriate work equipment to cut the hedges to meet the specifications and to work safely. Hedgerow planting may be maintained with tractor mounted side arm flails provided that they cut cleanly without leaving ragged ends where approved by the SO. These may not be used on residential and some commercial property boundaries. For hard growth and ornamental hedges, only reciprocating blade cutting machinery shall be used.
- 1.6.8 If the Contractor chooses to use a tractor mounted flail to undertake the required hedge cutting, he must ensure that a banksman is present at all times. The Contractor will also ensure that all warning signs are in place prior to the commencement of works on site.
- 1.6.9 Growth shall be reduced to the point of the previous cut and on completion the sides of the hedge shall be perpendicular and the top level and at right angles to the sides.
- 1.6.10 All clippings lodged in the top or sides of the hedge shall be removed off Site. During the cutting operation all litter and debris within the structure of the hedge shall be removed off Site.

Hedging Specifications

H1: One Side Only

- 1.6.11 To the length and to the height indicated in the Maintenance Specification and Drawings, the cut face to slope gently from the base to the top.



H2: One Side and

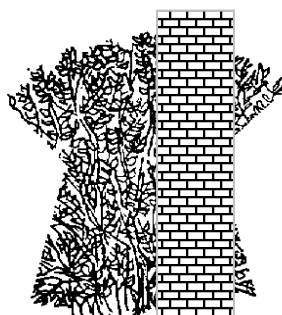
Top

- 1.6.12 To the length and to the height and width indicated in the Maintenance Specification and Drawings, the cut face to slope gently from the base to the top:



H3: Both Sides

- 1.6.13 To the length and to the height indicated in the Maintenance Specification and Drawings, the cut faces to slope gently from the base to the top:



H4: Both Sides and Top

- 1.6.14 To the length and to the height and width indicated in the Maintenance Specification and Drawings, the cut faces to slope gently from the base to the top:



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- 1.6.15 It is a requirement that the Contractor ensure that all appropriate works/services for that calendar month regarding hedging is undertaken to the required standard as set out in the Contract Drawings, Maintenance Specifications and Appointment of Landscape Contractor.

Treatment Codes: Hedge Cutting

H1	One side only
H2	One side and top
H3	Both sides
H4	Both sides and top

1.7 HERBACEOUS PLANTING MAINTENANCE

Objective: To have full ground coverage of areas of herbaceous planting with healthy plants.

B1: Herbaceous Planting Maintenance

- 1.7.1 Within the herbaceous planting beds identified in the Maintenance Specifications the Contractor shall usually treat weed growth by hoeing and hand weeding only as many times as necessary to ensure that the planting beds meet the Employer's specification Weed Free.
- 1.7.2 The Contractor may under the authorisation of the SO use a contact herbicide. Any authorisation must be sought prior to each application.
- 1.7.3 The herbaceous species shall generally be cut back annually after flowering as directed by the SO, with the exception of Miscanthus species and other grass types which shall be cut to just above ground level annually in March before the growing season commences.
- 1.7.4 The Contractor shall supply a 7:7:7 granular fertiliser (or other as approved by the SO) and apply twice a year to the herbaceous planting beds. The first application will be at the start of the growing season (usually mid-March); and the second in late June or early July at the rate as per the manufacturers recommendations to the herbaceous planting beds.

Treatment Codes: Herbaceous Planting Maintenance

B1	Herbaceous Planting Maintenance
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1.8 AQUATIC PLANTING MAINTENANCE

Objective: Healthy, attractive, prolific aquatic planting without choking the water body.

General

- 1.8.1 In order to reduce silt accumulation dead aquatic and marginal vegetation is to be removed at the end of the growing season (October - November). When clearing vegetation the Contractor should be aware of the Wildlife and Conservation Act which may be applicable to works along watercourses.
- 1.8.2 Aquatic vegetation arisings should be stacked close to the waters edge for 48 hours to drain and allow wildlife to return to SUDS feature. Vegetation should then be removed off site and disposed of at an approved location.

Spraying

- 1.8.3 Within the SUDS area, as identified in the Contract Documents, the use of pesticides is PROHIBITED unless permission is sought, through the SO, of the Environment Agency (EA) and SO receives written approval of that permission form the EA for their use.

1.8.4 Where specific permission has been obtained from the relevant agency by the SO, the Contractor will be required once a year under licence to spray reed mace from specified areas of the watercourse as directed by the SO.

1.8.5 The Contractor will be expected to provide a staff member trained in spraying from bank to water.

Treatment Codes: Aquatic Planting Maintenance

A1	Aquatic Planting Maintenance
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1.9 HORTICULTURAL MATERIALS

Horticultural Materials: General

1.9.1 All fertilisers, mulches, herbicides, guards, ties and the like shall be as listed in Table SP/1 and SP/2 and shall be applied at the rates specified or, where not specified, at rates in accordance with the manufacturer's instructions. The foliage and stems of all woody vegetation shall be protected from herbicide and fertiliser contact. A sample of the mulches to be used shall be submitted to the SO for approval prior to their incorporation into the Works.

1.9.2 Damage to plants caused by the misapplication of chemicals or poor workmanship involved with the spreading of mulch shall be rectified at the Contractor's own expense and where instructed, the Contractor shall replace damaged plants at his own cost.

Bark Mulch

1.9.3 Where specified bark mulch shall be medium grade chipped (not peeled) conifer bark, composted for at least 6 weeks, size 25-65mm, maximum fines. The supplier shall provide a representative sample of the material of a quantity of not less than 5 litres, which shall be approved by the S.O. and used as a check against future supplies.

Planting Compost

1.9.4 Rooting medium shall be peat free planting compost as identified in table SP/1 to be supplied from a reputable source approved by the SO and to be free from toxic matter or disease carrying substances. The Contractor shall supply the SO with a Certificate to prove that the compost has been sterilised.

1.9.5 The Contractor shall provide a Certificate of Analysis to show that the materials being supplied are appropriate for use as a planting medium and the analysis shall contain information on:

- a) The pH value (to be between pH 6 – 7);
- b) The electrical conductivity (to be less than ADAS Index 4);
- c) Organic matter content;
- d) Total and extractable nitrogen, phosphorus, potassium, magnesium and calcium; and
- e) Total and extractable copper, nickel, manganese, iron, zinc and water-soluble boron.

Grass and wildflower seed

1.9.6 Seed shall be produced for the current growing season.

- Certification: Blue Label Certified Varieties;
- Standard EC Purity and Germination Regulations;
- Official Seed testing Station Certificate of Germination, Purity and Composition; and
- Submit when requested.

Quality of Water

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- 1.9.7 Water shall be from a mains water supply, or other supply approved by the SO. The existing water supply system on Site may be used, at the Employer's sole discretion and with his prior approval, subject to any current restrictions that may be in place via the local Water Authority.
- 1.9.8 The Contractor shall be entirely responsible for securing adequate supplies of water, from whatever source and in drought or other adverse conditions, for the satisfactory execution and maintenance of the Works.

Table SP/1 Fertilisers, Herbicides and Mulches, etc.

	Item	Proprietary Products/Type
1	Planting compost	Sinclair's SHL "Tree Start" peat free planting compost or approved equivalent. Tel: 01522 537561
2	Gravel drainage layer	10-25mm lime-free aggregate, washed, no fines, lay to 100mm depth.
3	Pre-seeding fertiliser.	NPK 17-17-17 250 kg/h ₂
4	Slow release fertiliser	'Enmag' SA1 or equivalent approved.
5	Slow release fertiliser tablets	Sierra 'Agroblen' 15g "Blue" or equivalent approved.
6	Translocated herbicide during establishment	Active ingredient: Glyphosate ("Round up" or equivalent approved)
7	Bark Mulch	Medium grade chipped spruce bark, size 25-65mm, no fines.
8	Root dip	'Broadleaf P4' or equivalent approved.

Table SP/2 Grass Seed (Available from British Seed Houses A22 or similar approved).

1.	Lorina Perennial Ryegrass	40%
2.	Logro Slender Creeping Red Fescue	35%
3.	Highland Brown Top Bent	25%

Table SP/3 Wildflower Seed Mix (Available from British Seed Houses RE2 - Lowland Meadow or equivalent approved)

% by Seed Number	Species	Common Name

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	WILDFLOWERS	
1.0%	<i>Achillea millefolium</i>	Yarrow
1.0%	<i>Centaurea nigra</i>	Common Knapweed
1.0%	<i>Conopodium majus</i>	Pignut
2.0%	<i>Filipendula ulmaria</i>	Meadow Sweet
1.0%	<i>Galium verum</i>	Lady's Bedstraw
1.0%	<i>Hordium sacalinum</i>	Meadow Barley
1.0%	<i>Hypochoeris radiacata</i>	Cat's ear
1.0%	<i>Leontodon autumnale</i>	Autumn Hawkbit
1.0%	<i>Leucanthemum vulgare</i>	Ox-eye Daisy
2.0%	<i>Plantago lanceolata</i>	Ribwort Plantain
1.0%	<i>Lathyrus pratensis</i>	Meadow Vetchling
1.4%	<i>Prunella vulgaris</i>	Self-Heal
1.4%	<i>Pulicaria dysenteria</i>	Common Fleabone
2.0%	<i>Ranunculus acris</i>	Meadow Buttercup
2.0%	<i>Agrimonia eupatorium</i>	Agrimony
0.2%	<i>Vicia cracca</i>	Tufted Vetch
	GRASSES	
10.0%	<i>Agrostis stolonifera</i>	Creeping Bent
6.0%	<i>Alopecurus pratensis</i>	Meadow Foxtail
3.5%	<i>Arrhenatherum elatius</i>	Tall Oat-Grass
6.0%	<i>Cynosurus cristatus</i>	Crested Dogstail
3.5%	<i>Arrhenatherum elatius</i>	Tall Oat-Grass
6.0%	<i>Dactylis glomerata</i>	Cocksfoot
13.5%	<i>Deschampsia caespitosa</i>	Tufted Hair-Grass
6.0%	<i>Festuca pratensis</i>	Meadow Fescue
11.0%	<i>Festuca rubra ssp. litoralis</i>	Slender Creeping Red Fescue
3.0%	<i>Phleum pratense</i>	Timothy
12.0%	<i>Poa trivialis</i>	Rough Stalked Meadow Grass
3.0%	<i>Trisetum flavescens</i>	Yellow Oat-Grass

ADHOC LANDSCAPE WORKS

1.10 WORKS INFORMATION

Debris

- 1.10.1 All material arising from clearance works, rubbish, hard debris, decayed vegetation, stones greater than 25mm in diameter and contaminated soil shall be removed from site.
- 1.10.2 Any material containing toxins, pathogens or other substances harmful to life shall be removed to an approved tip and reported to the Employer.
- 1.10.3 On occasion material from the clearance works may be retained or chipped on site with the agreement or instruction of the Employer.

Vegetation Clearance

- 1.10.4 Vegetation shall only be cleared where it has been specified on a site plan or by the instruction of the Employer.

i). Trees, shrubs, scrub

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All above ground growth and surface roots and stumps shall be removed. Larger stumps shall be ground down to a depth below ground as agreed with the Employer, or stumps cut to ground level and killed as agreed with the Employer.

ii). **Herbaceous plants**

Perennial plant material, with approval from the Employer, to be sprayed off with an appropriate herbicide and dead plant material removed from site; or annual plant material to be strimmed and arisings removed from site.

iii). **Grass**

Where instructed by the Employer areas of existing grass to be reinstated shall be sprayed off with an appropriate herbicide.

Retained Vegetation

- 1.10.5 Vegetation to be retained in areas to be reinstated shall be agreed with Employer or be specified on a site plan.
- 1.10.6 Plant material to be retained must not be damaged. If, in order to accommodate reinstatement works any pruning or lopping to branches or roots is required it must only be carried out with the consent of the Employer.
- 1.10.7 The ground under the canopy of retained plant material must not be compacted, nor the soil level altered. Therefore, no machinery will be used within the root zone of any retained trees unless instructed by the Employer.
- 1.10.8 Retained vegetation is to be protected during the reinstatement works as per the Employer's instructions.
- 1.10.9 Any damage to retained plant material must be notified to the Employer as soon as the damage occurs. The Contractor will replace damaged items with equivalent as soon as practical at his own cost.

Site Preparation: Soil

- 1.10.10 Once the grading and levelling of the area is complete the topsoil should not be crossed by vehicles or have plant and material stored on it. There should be no hard debris greater than 25mm diameter, rubbish or dead plant material remaining in or on the surface.
- 1.10.11 The soil shall be kept fine and free from weed during any fallow period prior to service/works commencing.
- 1.10.12 After the completion of the ripping or lifting the Contractor shall be responsible for thoroughly cleaning the surface of any path of any contamination caused by the service/work.

Retain Existing Topsoil

- 1.10.13 Existing topsoil is to be retained and stored whilst subsoil levels are restored to recommended height.
- 1.10.14 Soil should be stored in heaps no more than 2m high, and if being stored more than 6 months sown with rye grass to prevent weed growth.
- 1.10.15 Topsoil should not be moved if it contains aggressive weeds (eg Japanese Knotweed).

Top Soil Handling

- 1.10.16 Handle topsoil in driest conditions possible: do not handle during or after heavy rainfall or when it exceeds its Plastic Limit.
- 1.10.17 Plant used to handle topsoil must be selected and used to minimise disturbance, trafficking and compaction to the soil.

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- 1.10.18 Do not mix topsoil with other material such as subsoil or stones.

Ripping or Lifting

- 1.10.19 The SO may direct that in certain parts of the site where damage has caused the natural drainage of the soil to be severely impeded by compaction then that compaction be ameliorated by either ripping or lifting depending on the extent of the damaged area.
- 1.10.20 A tractor mounted ripper shall be used on all areas to be ripped by the Contractor; a hand-fork may be used in areas to be lifted.

Rotovating

- 1.10.21 The Contractor shall thoroughly rotovate the areas to a finish as directed on site by the Employer, the rotovating shall take place to a minimum depth of 100mm. After rotovating the area shall be raked out or harrowed to produce a fine seed bed tilth approximately 25mm deep and lightly consolidated with an approved roller.

Stone picking

- 1.10.22 All stones over 25mm in diameter shall be removed from the topsoil and taken away to an approved tip.

Grading and Levelling: Small Areas, Ruts and Depressions

- 1.10.23 The Contractor, where possible, shall level the area of grassland by the use of hand tools to lift or fold the arisings back into the depression. In other cases top-soil may be used to fill area with the agreement of the Employer. Topsoil to be graded to existing finished levels and profiles, with allowance for settlement.

Grading and Levelling: Large Areas

- 1.10.24 Subsoil shall be excavated/filled to ensure required finished topsoil levels and profiles are achieved. It shall be thoroughly loosened when ground conditions are reasonably dry:
- a) On light, non-cohesive soils to 300mm depth;
 - b) On still clay and cohesive soils to 450mm depth; and
 - c) On rock and chalk subgrades, lightly scarify to promote drainage.
- 1.10.25 Topsoil to be graded to existing finished levels and profiles with allowance for settlement.

Imported Topsoil

- 1.10.26 Should imported topsoil be required it shall be from a source approved by the Employer. It shall comply with to BS 3882:1994 and be Premium grade unless another grade is specified.
- 1.10.27 If large quantities of topsoil are required the Employer may request an analysis of the topsoil, at the Contractor's expense. A conductivity reading in excess of 2800 $\mu\text{s-cm}^{-1}$ (in calcium sulphate extract) is not acceptable.

1.11 PLANTING

Unplanned Planting: General

- 1.11.1 All plants shall conform to the species, types, sizes, and characteristics as described on the Contract Drawings or in the Plant Schedule. No substitution in species, size or type will be made without prior agreement with the Employer.
- 1.11.2 Plants shall be obtained from nurseries accredited in the Horticulture Certification Scheme and shall be available for inspection at source.

1.11.3 Any materials, which in the opinion of the Employer, do not meet with the requirements of the specification, or are unsuitable or defective in any way, may be rejected.

1.11.4 All plants shall be:

- a) Condition: materially undamaged, sturdy, healthy, vigorous;
- b) Appearance: of good shape and conform to species type;
- c) Hardiness: Grown in a suitable environment and hardened off;
- d) Health: free from pests, diseases, discolouration, weeds and physiological disorders;
- e) Budded or grafted plants: bottom worked - no grafted stock shall be supplied without the permission of the Employer;
- f) Root system and condition: Balanced with branch system; and
- g) Species true to name.

1.11.5 Upon submission of evidence that certain species are not available at the time of the Contract the Contractor may, in exceptional circumstances, be permitted to offer substitutes at an agreed adjustment of price. All substitutions shall be to the nearest equivalent species and variety to the original specified but shall be subject to the approval of the Employer before the change is made.

1.11.6 Any plant found to be of the wrong variety or size specification after planting shall be replaced with the correct variety and size at the Contractor's expense.

Planting Timing

1.11.7 Planting shall take place when the soil is moist and friable, and not waterlogged or frozen or excessively dry. Normal planting times are:

- a) Deciduous trees and shrubs: When dormant, early November to late March;
- b) Conifers and evergreens: September/October or April/May;
- c) Herbaceous plants and marginals: September/October or March/April;
- d) Container grown plants: any time of year when ground and weather conditions are favourable;
- e) Dried bulbs, corms and tubers: September/October;
- f) Wildflower plugs: Late August to mid-November or March/April; and
- g) Marginal Aquatic plants Feb/March or September/October.

Watering

1.11.8 After planting water full depth of topsoil, to ensure establishment and continued thriving of plants. If water supply is likely to be restricted by drought or emergency legislation, do not carry out planting unless instructed. If planting has been carried out a watering regime is to be agreed with the Employer.

Plant Handling, Storage and Transport

1.11.9 Durable labels marked with botanical plant names, size, quantity and the suppliers name shall be securely fixed to each specimen, tree, bundle, bag or lot of one species of plant.

1.11.10 Plants shall be handled with care to the standard HTA 'Handling and Establishing Landscape Plants'.

1.11.11 Container grown plants shall conform to the specification of standards of the British Container Growers Association. They shall have:

- a) Growing medium: With adequate nutrients for plants to thrive until permanently planted;
- b) Plants centred in containers, firmed and well watered;
- c) Root growth substantially filling the containers, but not root bound;
- d) Have been grown in the open at least two months before supply; and
- e) Containers with holes adequate for drainage.

- 1.11.12 Rootballed stock shall be rootballed in the field immediately upon lifting and the rootball secured to prevent loss of soil and drying out. The rootball has to be large enough to encompass all roots without cutting, twisting, or other damage.

Packing and Transport

- 1.11.13 The Contractor shall comply with those sections of the C.P.S.E. publication: 'Plant Handling', which are concerned with the care of plant material in transit and its temporary storage prior to planting, and also with the requirements listed below.
- 1.11.14 Any plants packed in crates for transit shall be unpacked immediately or within 24 hours of delivery at the latest. The plants should be carefully checked for damage. Container-grown plants should be checked to ensure that the soil and root system are neither dried out nor waterlogged.
- 1.11.15 All bare-rooted stock shall be protected from drying out in black polythene bags during transit and on site prior to planting/heeling in. The Employer has the right to refuse any dried out material.
- 1.11.16 If the plants are not to be planted within 24 hours of delivery, they shall be heeled in by placing the roots in a prepared trench, covering them with fine soil and well firming or watering in to prevent air pockets. Container grown plant material will be stored upright in a location on site agreed with the Employer. Any plant material stored on site shall be protected from drying winds and watered and the contractor shall be held responsible for any damage or theft which occurs.
- 1.11.17 Trees shall be carefully packed during transit, either individually or in bundles, with straw and wrapped in hessian to prevent rubbing of branches and drying out of roots (if bare-rooted). Specimens should be carefully checked for damage.
- 1.11.18 Any damaged plants or other plants that in the Employer's opinion have been handled incorrectly shall be set aside and not used in the Works, and replaced at the Contractor's expense.
- 1.11.19 Where necessary bare-rooted trees, transplants and shrubs shall be immersed in root dip upon lifting at source nursery at the manufacturer's recommended rate. The Contractor shall supply certification from the nursery confirming that this procedure has been undertaken.
- 1.11.20 Prior to planting any broken or damaged branches should be pruned or treated as appropriate. Any damaged roots should also be cut out.

Planting: Grass/Wildflower

- 1.11.21 The areas to be seeded shall have a fine weed free seed bed tilth on top of soil cultivated to 100mm depth. After rotovating, the area shall be raked out or harrowed to produce a fine seed bed tilth approximately 25mm deep and lightly consolidated with a roller.
- 1.11.22 Seed bed shall contain no hard debris over 25mm in diameter, rubbish and plant material
- 1.11.23 The areas shall have an even surface, without minor bumps and hollows, and graded into levels of the surrounding land and around features such as trees and street furniture. Allowance should be made for subsequent soil settlement.
- 1.11.24 Seed sowing shall be carried out in favourable weather conditions when the soil is dry and friable. The Employer retains the right to suspend seeding operations when, in his opinion, the weather conditions are unsuitable
- 1.11.25 The seed to be sown shall be one of the following mixtures as agreed between the Contractor and the Employer, or similar approved:

- a) British Seed Houses A22 Mix
- b) Perryfields Pro 25 Mix

- 1.11.26 Seed shall be sown at a rate as per the manufactures recommendations, in transverse directions by hand in small areas or broadcast machines in large areas, lightly harrowed or raked in and firmed with a light roller.
- 1.11.27 In areas where germination has failed within 4 weeks of seeding/turfing for whatever reason or where in the opinion of the Employer excessive subsidence has occurred then these areas will be re-seeded/turfed at the Contractor's expense, including all necessary grading, topsoiling and cultivations as may be required.

Maintenance to establishment: Grass Seeding

- 1.11.28 The grass shall have an initial cut when it has grown to 100mm. It should be cut to 50mm high, and all arisings collected and removed. The grass shall be rolled in two directions with a large light roller. Operations to be carried out in suitable soil and weather conditions.
- 1.11.29 The grass shall have a second cut when it has grown further to 100mm. It shall be cut to 50mm and the arisings collected and removed from site.
- 1.11.30 Completion will be given when germination has proved satisfactory, all weeds have been removed, there is an even growth of grass and the first two cuts have been completed.

Maintenance to establishment: Wildflower Seeding

Autumn Sown

March	Cut to 40-70mm if there is sufficient material
May	Cut to 40-70mm
September	Cut to 40-70mm after flowering. In all cases, remove arisings

Spring Sown

6 weeks after sowing	Cut to 40-70mm if there is sufficient material
May	Cut to 40-70mm
September/October	Cut to 40-70mm after flowering. In all cases, remove arisings

Grass Turfing: General

- 1.11.31 The areas to be seeded shall have a fine weed free seed bed tilth on top of soil cultivated to 100mm depth. After rotovating, the area shall be raked out or harrowed to produce a fine seed bed tilth approximately 25mm deep.
- 1.11.32 Extend cultivation into any adjacent areas of existing grass to ensure full marrying-in of levels.
- 1.11.33 The soil shall contain no hard debris over 25mm in diameter, rubbish and plant material.
- 1.11.34 Turfing laying should take place during mild and damp weather conditions when the ground is moist and workable. Do not lay turf when persistent cold or drying winds are likely to occur or if the soil is frost bound, waterlogged or excessively dry.
- 1.11.35 Ideally turfing should take place from the beginning of April to mid-May or from the beginning of September to mid-October. Outside of these periods turf laying may be carried out when

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weather and ground conditions are suitable as agreed with the Employer, and a watering regime is in place.

- 1.11.36 When laying the turf do not overlap the edges or create tension allowing joints to pull apart.
- 1.11.37 Use boards while laying the turf and do not walk on newly laid surface.
- 1.11.38 Water in thoroughly after laying turf and never allow turf to dry out during establishment. A watering regime should be agreed prior to commencement.

Maintenance to Establishment: Grass Turfing

- 1.11.39 Prior to initial cut remove debris, litter and stones from surface.
- 1.11.40 Two weeks after laying the turf cut to a height of 20mm. collect and dispose of arisings.
- 1.11.41 In all areas where germination has failed within 4 weeks of turfing for whatever reason or where, in the opinion of the Employer, excessive subsidence has occurred then these areas will be re-turfed at the Contractors expense, including all necessary grading, topsoiling and cultivations as may be required.
- 1.11.42 Practical completion will be agreed after approximately one month when a healthy sward has been established free of perennial weeds.

Planting and Establishment: Bulbs, Corms and Tubers

- 1.11.43 Bulbs, corms and tubers should be firm, whole, not dried out or shrivelled, free from pests, diseases and fungus.
- 1.11.44 Plant so top of bulb is at a depth of approximately twice its height.
- 1.11.45 Arrangement as specified.
- 1.11.46 Completion will be given when the bulbs have emerged and flowered.

Maintenance to Establishment: Bulbs, Corms and Tubers

- 1.11.47 Any grass cutting operations shall be postponed until 6 weeks after flowering or such other time as instructed by the Employer.
- 1.11.48 Arisings from cutting the bulbs shall be collected up and taken off site for disposal.

Planting and Establishment: Aquatic Planting

- 1.11.49 All aquatic plants shall be planted between April and June.
- 1.11.50 The Contractor shall give 48 hours notice to the Employer of his intention to start planting and the plants shall be planted immediately after delivery to site.
- 1.11.51 The Contractor is to ensure that the planting material is approved by the Employer before the work is started.
- 1.11.52 The Contractor shall be responsible for setting out all areas of planting to the satisfaction of the SO and shall rectify any errors in setting out at his own expense. Whilst rigid accuracy in spacing and setting out is not essential, the Contractor will be expected to achieve the general distribution of plants as shown on the contract drawings and in the plant schedules.

- 1.11.53 All operations may be carried out by suitable machines or by hand. Any work in confined or awkward spaces or areas or which it is impracticable to carry out by machine for any reason shall be executed by hand and the Contractor must include for this in his rates.
- 1.11.54 All plant material shall be planted upright or placed so as to be well balanced. Extreme care is to be taken to avoid damage to the root system, stem and branches when planting.
- 1.11.55 Where possible, concentrated flows should be diverted away from the planted area at least until the vegetation is established.

Maintenance to Establishment: Aquatic Planting

- 1.11.56 The Contractor shall be responsible for the establishment of the planting for the period specified in the Contract.
- 1.11.57 Plants which have become displaced or loosened shall be re-fixed.
- 1.11.58 The Contractor shall keep plants free of harmful pests and diseases. The Contractor shall notify the Employer of any infestation and provide details of proposed remedial operations for approval. Control measures shall be carried out in time and to a programme that prevents reoccurrence and controls spread of the problem.
- 1.11.59 An annual inspection shall be made of plant material and any dead, dying or decaying plants shall be removed and replaced in the next planting season.
- 1.11.60 Species specific formative pruning to be undertaken of shrubs to ensure that plants conform to their species type on maturity.

Planting and Establishment: Trees

- 1.11.61 Tree planting must occur within 48 hours of preparation of the tree pits.
- 1.11.62 The trees are to be planted in accordance with the practice as set out in the appropriate British Standards Specifications.
- 1.11.63 Trees are to be planted at their natural depth with any tree stakes driven in place prior to backfilling.
- 1.11.64 Care is to be taken to spread all roots and cut back any minor damage to roots as may be required.
- 1.11.65 After planting the topsoil backfill mixture specified shall be backfilled in layers of 150-230mm depth, at each stage consolidating each layer and well packing around the roots. Slow release fertiliser tablets shall be regularly placed at a level around the roots in each tree pit during backfilling, Care shall be taken that tablets do not touch any part of the plants.
- 1.11.66 The Contractor shall, before the final layer of soil is backfilled, thoroughly water the tree, allowing the water to drain away freely before completing the filling. Allowance shall be made for due settlement of at least 100mm.
- 1.11.67 Any broken branches shall be pruned back to bud and damaged bark bared back to sound tissue. Damaged plants may be rejected by the Employer.
- 1.11.68 Tree stakes shall be pressure impregnated to BS1282, softwood, straight, free of projections and pointed at one end. All bark shall be removed from stake.
- 1.11.69 The length of stakes shall be equal to the sum of the length of the stake above the ground (600mm), the depth of the tree pit and an additional 300mm.

- 1.11.70 Tree ties are to be secured by Rubberloc tree ties (or similar improved by Employer). Ties to be fixed 25mm from the top of the stake or cane using galvanised clouts.
- 1.11.71 Irrigation pipes for trees as specified shall be installed in accordance with Manufacturers specification.

Maintenance to Establishment: Trees

- 1.11.72 Watering regime to be agreed with Employer prior to planting.
- 1.11.73 Tree guards to be installed where specified.
- 1.11.74 Where specified, tree circles 1m diameter to be kept mulched to a depth of 75mm. Mulching to be done immediately after planting and watering, and replenished each spring for as long as specified.

Planting and Establishment: Shrubs and Herbaceous

- 1.11.75 All shrubs and herbaceous material shall be planted during October – March.
- 1.11.76 All planting works shall be carried out when soil and weather conditions are suitable and as directed by the SO. No planting shall be carried out when the ground is frozen or snow covered, waterlogged or excessively dry.
- 1.11.77 In the event of the planting taking place during prolonged hot and dry conditions, the Contractor is to ensure that he agrees a watering programme with the Employer.
- 1.11.78 The Contractor shall give 48 hours notice to the Employer of his intention to start planting shrubs.
- 1.11.79 The Contractor is to ensure that the following items are approved by the Employer before their application or before the subsequent work is started:
 - a) Cultivation of topsoil prior to planting
 - b) Plant material
 - c) Preparation of planting areas prior to planting
 - d) Shrub positions
- 1.11.80 The Contractor shall be responsible for setting out all areas of planting to the satisfaction of the Employer and shall rectify any errors in setting out at his own expense. Whilst rigid accuracy in spacing and setting out is not essential, the Contractor will be expected to achieve the general distribution of plants as shown on the Contract Drawings and in the plant schedules.
- 1.11.81 No planting shall take place unless the ground is free of perennial weeds.
- 1.11.82 Topsoil shall be dug by hand or cultivated by machine to minimum depth of 300mm, breaking down all lumps, then forking, raking and collecting and removing from site all weeds and any debris greater than 50mm diameter. Additional topsoil may be imported to subsidise existing topsoil if necessary. The surface is to be left with a medium tilth with smooth, flowing contours, removing all minor hollows and ridges.
- 1.11.83 Plants shall be planted at the same depth as previously grown, with care being taken to avoid any damage to the root system and stems. Ensure soil is broken up on sides and base of planting pit. Care shall be taken to avoid breaking up the rootball, but plants that have become pot bound shall have their roots gently eased out. The plants shall be placed in the planting hole and gently shaken to allow the fine soil to surround the roots. As the rest of the soil is returned it shall be well consolidated and firmed around the roots to eliminate all air pockets.

- 1.11.84 Following completion of planting, the soil over the whole of the planted area shall be sufficiently watered as necessary to achieve its field capacity.
- 1.11.85 On completion of planting, watering and mulching (if required), all areas shall be left tidy and weed-free to the approval of the Employer, and shall be maintained in a tidy and weed-free state until completion of the Works.

Maintenance to Establishment: Shrubs and Herbaceous

- 1.11.86 The Contractor shall be responsible for the establishment of the planting for the period specified in the Contract.
- 1.11.87 Maintain the herbaceous and shrub beds weed free.
- 1.11.88 Annually in spring apply slow release fertilizer, as per the manufacturer's recommendation, during the establishment period.
- 1.11.89 Annually in spring replenish the mulch on planting beds to a depth of 75mm.
- 1.11.90 During periods of prolonged drought a watering programme is to be agreed with the Employer.
- 1.11.91 Plants which have become loosened from the soil, lifted up or out of the ground shall be set upright and re-firmed by treading. As young shrubs and herbaceous plants are susceptible to frost, a site inspection shall be made after periods of heavy frost.
- 1.11.92 The Contractor shall keep plants free of harmful pests and diseases. The Contractor shall notify the Employer of any infestation and provide details of proposed remedial operations for approval. Control measures shall be carried out in time and to a programme that prevents reoccurrence and controls spread of the problem.
- 1.11.93 An annual inspection shall be made of plant material and any dead, dying or decaying plants shall be removed and replaced in the next planting season.
- 1.11.94 Species specific formative pruning to be undertaken of shrubs to ensure that plants conform to their species type on maturity.

Planting and Establishment: Hedges

- 1.11.95 The Employer may require the Contractor to establish hedges within the contract area by planting new hedging plants and establishing then over a designated period
- 1.11.96 An estimate of the length of the new hedge and line to be planted will be supplied on the Contract Drawings. Contractors should satisfy themselves as to the length to be planted.
- 1.11.97 Species, size and age of trees are given in the planting schedule. Where container and cell grown stock is specified, plants should be grown in a peat free medium.
- 1.11.98 The Contractor shall supply nursery documentation.
- 1.11.99 Plants shall have a sturdy, well defined straight leader. Root system to look vigorous, with good fibrous growth.
- 1.11.100 Plants moved to and around the site should be in a suitable poly bags and kept covered until the time of planting.
- 1.11.101 Planting to be in two staggered lines, with the distance between plants being indicated on the Contract Drawing.

- 1.11.102 Plants are to be notch planted. The notch will provide a slit of sufficient size to take the roots untrimmed without unnecessary force being applied. If this is not possible, the plants are to be pit planted, with the planting pits to be of adequate size to take the roots untrimmed and are to be back filled with soil from the pit, with any turf placed upside down at the base of the pit.
- 1.11.103 All plants are to be planted so that the top of the nursery mark is level with the final soil level. The plants are to be firmed in so that a gentle tug will not remove them from the soil.
- 1.11.104 The appropriate shelter/protection is to be erected immediately after planting. This will be specified within the contract document.

Maintenance to Establishment: Hedges

- 1.11.105 Planting stations shall be maintained free from grass and weed growth to a radius of 600mm by methods approved by the Employer. Any dead or decaying weed growth shall be cleared from the site.
- 1.11.106 If rabbit proof fencing or guards have been erected these shall be checked regularly and maintained in a tidy, vertical and serviceable condition.
- 1.11.107 Newly planted hedges shall be cut back as needed until establishment to encourage lateral growth and kept to height as specified by the Employer.
- 1.11.108 The Contractor will be expected to carry out a beat up for each year as stated in the Maintenance Specifications.

1.12 HARD WORKS

Street furniture, Synthetic Surfacing and Fences

- 1.12.1 Street furniture, Synthetic Surfacing, fences and timber walkways include the following items:
- a) Fences generally, hardwood, softwood fencing
 - b) Miscellaneous signs, including information signs, street name plates and safety signs.

Unplanned Maintenance

- 1.12.2 Apart from inspection and cleansing, all maintenance to street furniture will be deemed to be unplanned.
- 1.12.3 After making safe the Contractor will inform the Employer who will decide on the appropriate action to be taken. Works requirements will be set out on a Unplanned Works Request Form (see Appendix D).
- 1.12.4 All fencing, to be treated to CCA CATB 20 years, any replacement timber will be treated to the same standard and be of a type and quality identified in this Specification.
- 1.12.5 The Contractor is required to repair damaged in-situ synthetic surfacing using standard kits available from the manufacturer, repairs should be completed within 48hrs of an instruction by the SO. Works should be priced and approved via an Unplanned Works Request Form (see Appendix D)

Construction: Fences

- 1.12.6 All timber (except reclaimed timber where instructed) shall be first quality, pressure impregnated, well seasoned softwood, free from bark. Tanalised softwood shall not be used.
- 1.12.7 All wiring, including netting, nails and staples shall be galvanised in accordance with BS standards.

- 1.12.8 Timber for bollards and posts to be square section or turned round to the dimensions specified.
- 1.12.9 Stain for Timber – to be water resistant and non-harmful to plants. The Manufacturer is to be approved by the Employer prior to any works. All timber must be in clean, dry conditions, free from dust, dirt and wax grease or surface moisture. Prior to treatment any resinous areas or knot on softwood to be wiped over with cellulose thinner or proprietary product. Two coats shall be applied to timber. The second coat to be applied as soon as possible after the first has dried.

Workmanship

- 1.12.10 The Contractor shall allow in his rates for any minor grading and vegetation trimming to erect the gates/fence along the agreed lines in a satisfactory and workmanlike manner.
- 1.12.11 The fence shall be so erected that on completion it is true to line and level as specified.
- 1.12.12 Unless otherwise specified the top line of the fence shall follow approximately the profile of the ground. In cases where the fencing encloses a surface area, the top of the fence shall be parallel to the surface of that area.
- 1.12.13 The main posts shall be provided and set in the ground as indicated on the Contract Drawings.
- 1.12.14 Post hole signs to be set out as instructed by the Employer. After instruction of the post the hole shall be filled with concrete which shall be well rammed as the filling process.
- 1.12.15 Barbed wire shall not be used on any of the HCA's Land Holding unless specially instructed by the Employer.

Appendices:

APPENDIX A

Landscape Maintenance Treatment Codes

CLEANSING

C0	Initial Cleanse
C1	Daily Cleanse
C2	Weekly Cleanse
C3	2 Weekly Cleanse
C4	4 Weekly Cleanse
C5	8 Weekly Cleanse
C6	Quarterly Cleanse
C7	6 Monthly Cleanse
C8	Annual Cleanse

WEED CONTROL

W1	Weed control in shrub beds, grass areas, footpaths and bridleways, car parks and hard features
W2	Weed control at hard features
W3	Weed control in herbaceous/annual beds and borders
W4	Weed control to trees in grass/hard standing
W5	Weed Control to Rivers and Ditch Banks
W6	Localised, species specific woody weed control
W7	Broadleaved weed control
W8	Dock Control
W9	Ragwort Control
W10	Weed Control Autumn Cleanse
W11	Grass Edge Treatment

GRASS CUTTING

G1	Fine Grass
G2	Short Grass
G3	Rough Grass
G4 A	Long Grass – 1 cut
G4 A1	Long Grass – Woodland Edge
G4 B	Long Grass – 2 cuts
G4 C11	Long Grass – 1 intermittent cut (year specified, i.e. G4 C10, G4 C11)
G5	Haylage
G6	Wildflower & Nature Conservation areas
G7	Bulbs in Grass

SITE INSPECTIONS

I0	Initial Inspection and Report
I1	Daily inspection and Report
I2	Weekly Inspection and Report
I3	2 Weekly Inspection and Report
I4	4 Weekly Inspection and Report
I5	8 Weekly Inspection and Report
I6	Quarterly Inspection and Report
I7	6 Monthly Inspection and Report
I8	Annual inspection and report

HEDGE CUTTING

H1	One side only
H2	One side and top
H3	Both sides
H4	Both sides and top

SHRUB MAINTENANCE

O1	Ornamental Shrub and Ground Cover Pruning
O2	Coppicing; year specific and/or %

AQUATIC PLANTING MAINTENANCE

A1	Aquatic Planting Maintenance
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HERBACEOUS PLANTING MAINTENANCE

B1	Herbaceous Planting Maintenance
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APPENDIX B
Pesticide Use Record

SAMPLE: PESTICIDE USE RECORD												
SITE:						CONTRACTOR						
Operator (name and address)	Date	Product and reason for use (disease/weed/pest) - specify substances used	Volume of product	Quantity of product	Intended rate of application	Location and area sprayed	Crop, variety, growth stage	Spraying Time		No of tanks	Weather, soil conditions - notes	Other details eg sickness and details of exemption certificates
								Start	Finish			



Homes
England

APPENDIX C
Hazard Notification Form

Homes England Ref No

HAZARD NOTIFICATION FORM

Purchase Order:

Site:

Supervising Officer:

Issue Date:

Sheet of

Under the terms of the StdLM, March 2020, v6.0, the following hazard(s) are notifiable:

Site Location:

Description of Hazard:

Signed:

APPENDIX D



Homes
England

Unplanned Work Request

Homes England Ref No

UNPLANNED WORK REQUEST FORM

PART 1 – To be completed by the Supervising Officer

Site Location

Description of work required

Photo

Completion date

PART 2 – Quotation to be completed by the Contractor

To complete the work has detailed above the following quotation is provided:

£ . p

Signed on behalf of the Contractor

Date

PART 3 – To be completed by the Supervising Officer

Authority for the work is *NOT APPROVED/APPROVED/APPROVED subject to the following conditions set out below

Signed _____
On behalf of Homes England

Date _____

Comments

APPENDIX E
Written Instruction Notice

Homes England Ref No

WRITTEN INSTRUCTION NOTICE

Contract:
Supervising Officer:

Issue Date:
Sheet of

Under the terms StdLM, March 2020, v5.0.the following instructions are issued:

<u>Item:</u>	<u>Location / Works Required:</u>

Signed:



APPENDIX F

Immediate Rectification Notice

Homes England Ref No

IMMEDIATE RECTIFICATION NOTICE

Purchase Order:	Supervising Officer:
Site:	Signed:
Date of Notice:	

Under the terms of StdLM, March 2020 , v5.0., work as listed below has not been completed in accordance to treatment specification as detailed in the Maintenance Specifications and/or as requested in written or verbal directions (dated). The Contractor is thereby in breach of Contract, consequently this Immediate Rectification Notice has been issued.

Please ensure works are completed to the Homes and Communities Agency and its Representative's reasonable satisfaction by the dates listed below. Failure to do so will result in the indicated penalty being applied.

Location.	Works required.	Penalty that will be applied.	Date that works need to be completed.

Note: the S.O. has the right to change the penalty as applied as situations dictate.



Homes and Communities Agency

Site Inspection Report



- That the site is in a generally 'Good' condition and is being maintained in accordance with the Maintenance Specification applicable to this Contract;
- Incidences of vandalism, fly-tipping, storm damage, disease or other site disturbances;
- Trespass (including incidences of encroachment), disturbance, damage, interference by other Contractors or third parties;
- Integrity of site boundaries including verification of site security, boundaries, locks on gates and traveller defence bunds etc.
- Deterioration of any structures on site;
- Identification of any features which appear to be not working e.g. site lighting
- Any damage or deterioration of trees on site e.g. fallen branches, evidence of rot;
- Fly-tipping and areas of heavy litter;
- Identification of any unsafe features which may pose a risk to Health and Safety of the public, trespassers or other Contractors e.g. missing utility covers. Contractors should note that any **issues of Health and Safety concern should be reported to the SO IMMEDIATELY**;
- Evidence of anti-social behaviour;
- That all watercourses on site remain in a 'Good' condition and there is no changes in water feature from previous inspection including but not exclusively limited to, blockage of drainage channels, fly-tipping, cracking to channels or other features, bank collapse, damage to warning signage, removal or damage to any life saving equipment (where applicable) etc.

Completed By:

[illegible]

Where 'No' has been ticked Contractors must provide further information as specified below:

Site No.Ref	Description of Issues	Recommendation	Cost	Photo Name/Ref.	Cost	Photo Name/Ref.
Example 10	Tree branch has fallen into area of public open space	Remove branch	£200.00	DSCN10331	£200.00	DSCN10331

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Appendix 3:

Example Pricing Schedule

PROTECT - COMMERCIAL

Document Control

Document Title	Homes England Contract Particulars and Specification for Landscape Service/Works Under £10k in Value (StdLM July 2019_v5.0) PRICING SCHEDULE
Owner	Homes England
Produced By	The Environment Partnership (TEP) Limited
Document Reference	x7500.Pcment.StdLM.001

Author	Lindsey Cunliff
Checked	Cath Neve
Approved	Cath Neve

Amendment History				
Issue	Date Issued	Modified by	Check/authorised by	Reason(s) Issue

StdLM, July 2019, v5.0

WORKS SCHEDULE - Homes England

QUOTATION NAME:	[Add Quotation Name Here]
QUOTATION NUMBER:	[Add Quotation Number Here]
SUPPLIER NAME	[SUPPLIER TO ADD NAME HERE]
SUPPLIER ADDRESS FOR ISSUE OF PURCHASE ORDER <small>[Please identify the office address you wish Homes England Purchase Order to be issued]</small>	[SUPPLIER TO ADD DETAILS HERE] [NAME] [ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3]
SUPPLIER ADDRESS FOR CORRESPONDENCE IN RELATION TO THESE SERVICE/WORKS <small>[Please identify the individual and correspondence address if different from that identified above]</small>	[SUPPLIER TO ADD DETAILS HERE] [NAME] [ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] [CONTACT NUMBER] [E-MAIL ADDRESS]

INSTRUCTIONS FOR COMPLETION

- 1 The Terms and Conditions of the '**Homes England Contract Particulars and Specification for Landscape Service/Works Under £10k in Value (StdLM July 2019, v5.0)**' apply to this Service/Works.
- 2 Payment shall be a **lump sum/staged** payment. Payment terms are 28 days. **[Delete as Relevant]**
 - Lump sum payment is due on satisfactory completion of the Service/Works **[Delete as Relevant]**
 - Staged payment are due on:
[please add details of dates e.g. last Friday of each month, the 28th of each month?]
- 3 Retentions **do/do not** apply to this Contract **[Delete as Relevant]**
 - Retention to be applied to the Contact = 5% of Contact Sum
 - Payment to the Contractor will be 97.5% on Practical Completion
 - Final Payment (2.5%) will be released on completion of defects Period
 - Defects Period will be 6 months unless otherwise Stated.
- 4 The supplier **will/will not** be required to attend meeting with the Employer or SO over the duration of the Service/Works. The Employer however, reserves the right to vary frequency of meetings in respect of suppliers performance.

Where meetings are required these will be held at **[add address]**
- 5 The Works Schedule for this Quotation is presented digitally within individual worksheets. Each worksheet can be accessed using the relevant 'Tabs' at the bottom of the screen. You can navigate across the 'Tabs' using the arrows in the bottom left hand corner.
- 5 The Works Schedule is split into 'Planned' and 'Unplanned' works. The supplier must price both Planned and Unplanned however only 'Planned' works are taken forward to the 'Final Total' Tab.
- 6 The supplier should complete all boxes highlighted in **Green**. Where suppliers enter information on rates, this will automatically multiply out by the specified quantity and be carried through to the 'Final Total Tab'.
- 7 If no entry is to be made the supplier should insert 'included' or 'not required' as appropriate. All entries made by the supplier should be to **FOUR DECIMAL PLACES ONLY**.
- 8 The supplier must take forward the 'Final Total' from the 'Final Total Tab' to the Form of Tender. The Form of Tender must be signed and returned in hard copy.
- 9 All rates are exclusive of VAT



PRELIMINARIES

[SUPPLIER TO ADD NAME HERE]

Ref.	DESCRIPTION OF ITEM	QTY	UNITS	Rate £	Amount £
Site Setup (All Sites)					
A	Traffic Control Traffic control measure - set up and maintain the traffic control measures for the duration of the works. Allow for banksman, cleansing the roads and warning signs to be erected at the roadside	1	item	£0.00	£0.00
B	Site Storage Set up and maintain secure site storage and welfare facilities for the duration of the works in location to be agreed. Allow for reinstatement of the area on the completion of the works	1	item	£0.00	£0.00
C	Wheel Cleaning Allow for maintaining all adjoining hard surfaces in a neat and tidy condition including daily brushing and weekly mechanical sweeping as necessary	1	item	£0.00	£0.00
D	Other To Add/Delete as relevant	1	item	£0.00	£0.00
E	Other To Add/Delete as relevant	1	item	£0.00	£0.00
F	Other To Add/Delete as relevant	1	item	£0.00	£0.00
PR1				To Collection £	£0.00

General Information Provided to Inform Tendered Price	
<p>This Section should be completed if the Supervising Officer would like to provide further information or make the supplier aware of specific aspects which will inform Pricing. If not required this section should be deleted.</p>	



PLANNED WORKS - LANDSCAPE
SITE NAME [PLEASE ADD]

[SUPPLIER TO ADD NAME HERE]

ITEM	WORKS REQUIRED (Refer to Area Schedule & Maintenance Specification)	UNIT	AREA	UNIT RATE £ p	AMOUNT £ p
1.2 Weed Control					
Weed control in shrub beds, grass areas, footpaths and bridleways, car parks and areas of hardstanding	W1	m ²	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
1.3 Grass Cutting					
Short Grass	G2	m ²	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
1.5 Shrub Maintenance					
Ornamental Shrub and Ground Cover Pruning	O1	m ²	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
1.6 Hedge Cutting					
One side only	H1	lin m	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
1.7 Herbaceous Planting					
Herbaceous Planting Maintenance	B1	m ²	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
1.8 Aquatic Plant Maintenance					
Aquatic Plant Maintenance	A1	m ²	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
Other					
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
Total Carried Forward to Final Summary Sheet				PW1 To Collection £	£0.0000



PLANNED WORKS - LANDSCAPE
SITE NAME [PLEASE ADD]

[SUPPLIER TO ADD NAME HERE]

ITEM	WORKS REQUIRED (Refer to Area Schedule & Maintenance Specification)	UNIT	AREA	UNIT RATE £ p	AMOUNT £ p
1.2 Weed Control					
Weed control in shrub beds, grass areas, footpaths and bridleways, car parks and areas of hardstanding	W1	m ²	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
1.3 Grass Cutting					
Short Grass	G2	m ²	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
1.5 Shrub Maintenance					
Ornamental Shrub and Ground Cover Pruning	O1	m ²	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
1.6 Hedge Cutting					
One side only	H1	lin m	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
1.7 Herbaceous Planting					
Herbaceous Planting Maintenance	B1	m ²	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
1.8 Aquatic Plant Maintenance					
Aquatic Plant Maintenance	A1	m ²	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
Other					
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
Total Carried Forward to Final Summary Sheet				PW2 To Collection £	£0.0000



PLANNED WORKS - LANDSCAPE
SITE NAME [PLEASE ADD]

[SUPPLIER TO ADD NAME HERE]

ITEM	WORKS REQUIRED (Refer to Area Schedule & Maintenance Specification)	UNIT	AREA	UNIT RATE £ p	AMOUNT £ p
1.2 Weed Control					
Weed control in shrub beds, grass areas, footpaths and bridleways, car parks and areas of hardstanding	W1	m ²	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
1.3 Grass Cutting					
Short Grass	G2	m ²	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
1.5 Shrub Maintenance					
Ornamental Shrub and Ground Cover Pruning	O1	m ²	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
1.6 Hedge Cutting					
One side only	H1	lin m	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
1.7 Herbaceous Planting					
Herbaceous Planting Maintenance	B1	m ²	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
1.8 Aquatic Plant Maintenance					
Aquatic Plant Maintenance	A1	m ²	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
Other					
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
[to add]	[to add]	[to add]	1	£0.0000	£0.0000
Total Carried Forward to Final Summary Sheet				PW3 To Collection £	£0.0000



UNMEASURED UNPLANNED WORKS

[SUPPLIER TO ADD NAME HERE]

ITEM No.	Description	UNIT	Duration 1 Hour	Duration 1/2 Day	Duration 1 Day
Cleansing					
	Hiring of small mechanical sweeper with driver	£	£0.0000	£0.0000	£0.0000
	Removal of large areas of graffiti - supply labour and chemicals for graffiti removal	£	£0.0000	£0.0000	£0.0000
	Removal of fly tipped material 1 x 8t load	Per occassion	£0.0000	£0.0000	£0.0000
	Remove of fly tipped material from site and dispose at licensed tip	Per occassion	£0.0000	£0.0000	£0.0000
Labour Normal Day Rate					
	Working foreman/supervisor	£	£0.0000	£0.0000	£0.0000
	Skilled Gardener	£	£0.0000	£0.0000	£0.0000
	Labourer	£	£0.0000	£0.0000	£0.0000
	Driver	£	£0.0000	£0.0000	£0.0000
	Vehicle van/pick up	£	£0.0000	£0.0000	£0.0000
Emergency Call Out					
	Out of hours call out rate for supervisor	£	£0.0000	£0.0000	£0.0000
	Out of hours call out rate for driver/labourer	£	£0.0000	£0.0000	£0.0000



FINAL SUMMARY

[SUPPLIER TO ADD NAME HERE]

Item	Page no.	
Prelims	2 of 7	
PR1		£0.00
Planned Works	3 of 7	
PW1		£0.00
Planned Works	4 of 7	
PW2		£0.00
Planned Works	5 of 7	
PW3		£0.00
Final Total To be Transferred to Form of Tender		0.00

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PROTECT - COMMERCIAL

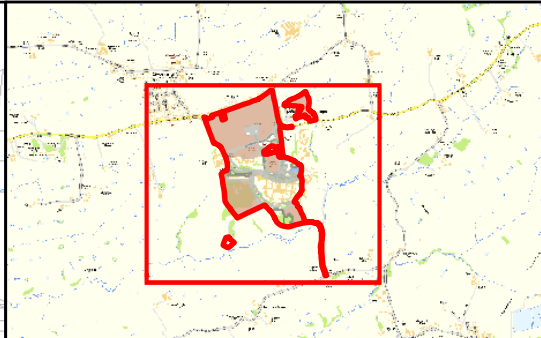
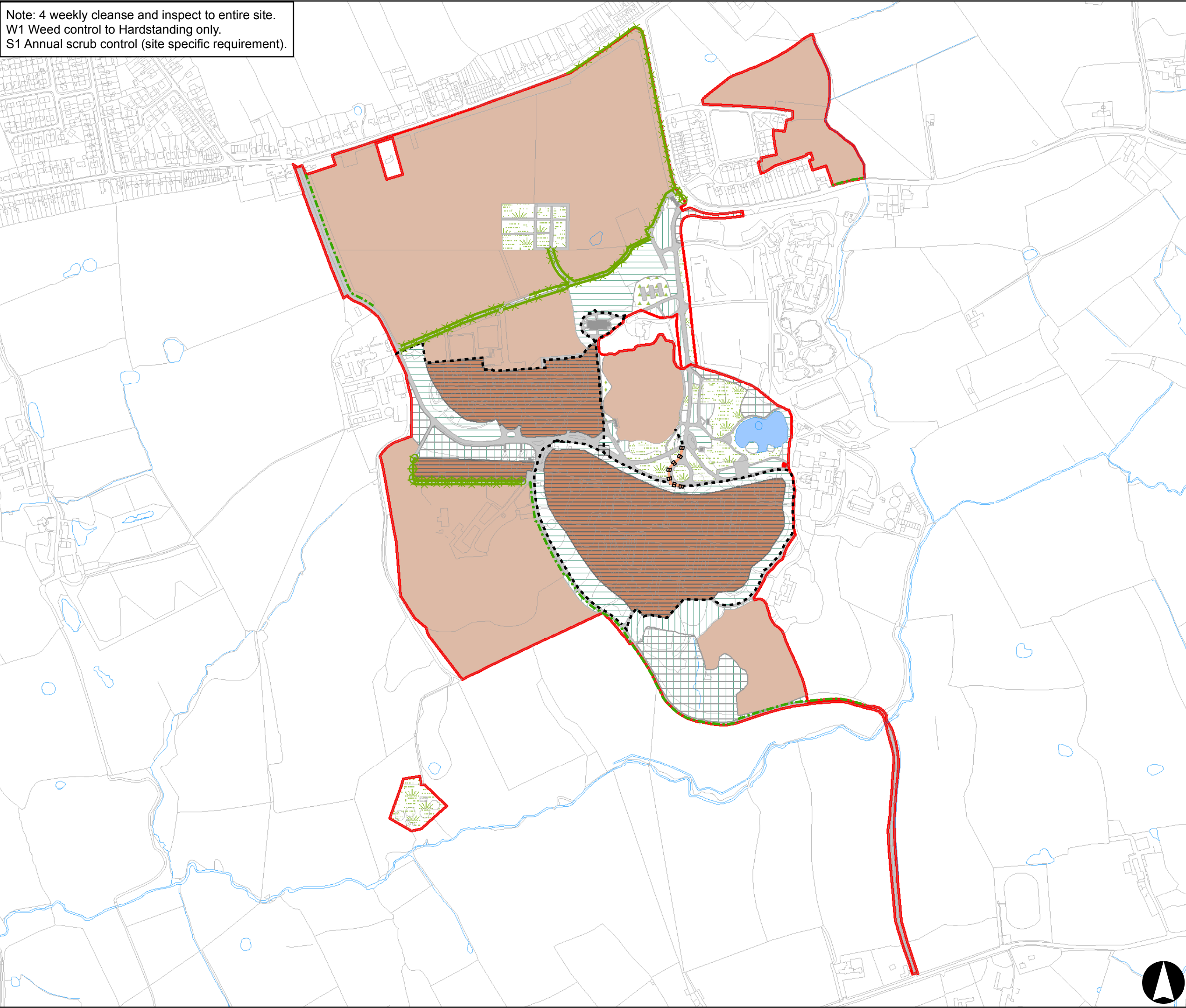
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Appendix 4:

Example Drawings

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Note: 4 weekly cleanse and inspect to entire site.
W1 Weed control to Hardstanding only.
S1 Annual scrub control (site specific requirement).




- Key**
- HCA Leasehold Boundary
 - Vehicular Gate
 - H1 - One Side Only
 - H2 - One Side and Top
 - H4 - Both Sides and Top
 - Bund (Included in G2 Gras cuts)
 - Fence
 - G2 - Short Grass
 - G3 - Rough Grass
 - G4 A - Long Grass - 1 Cut
 - Building
 - Hard Standing
 - Other Tenants
 - Scrub
 - Waterbody
 - Semi Mature Woodland
 - Mature Woodland
 - Recent Demolition Land

Revision:	Drawn:	Checked:	Approved:	Date:



Genesis Centre
Birchwood Science Park
Warrington WA3 7BH
Tel: 01925 844004
Fax: 01925 844002
Email: tep@tep.uk.com



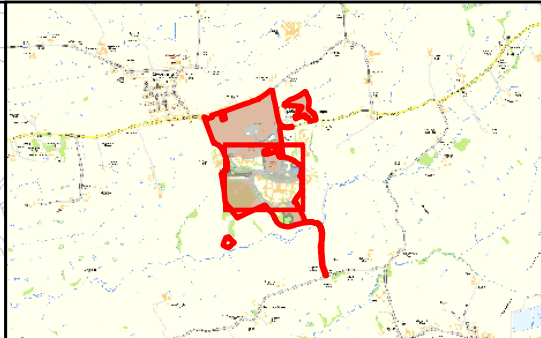
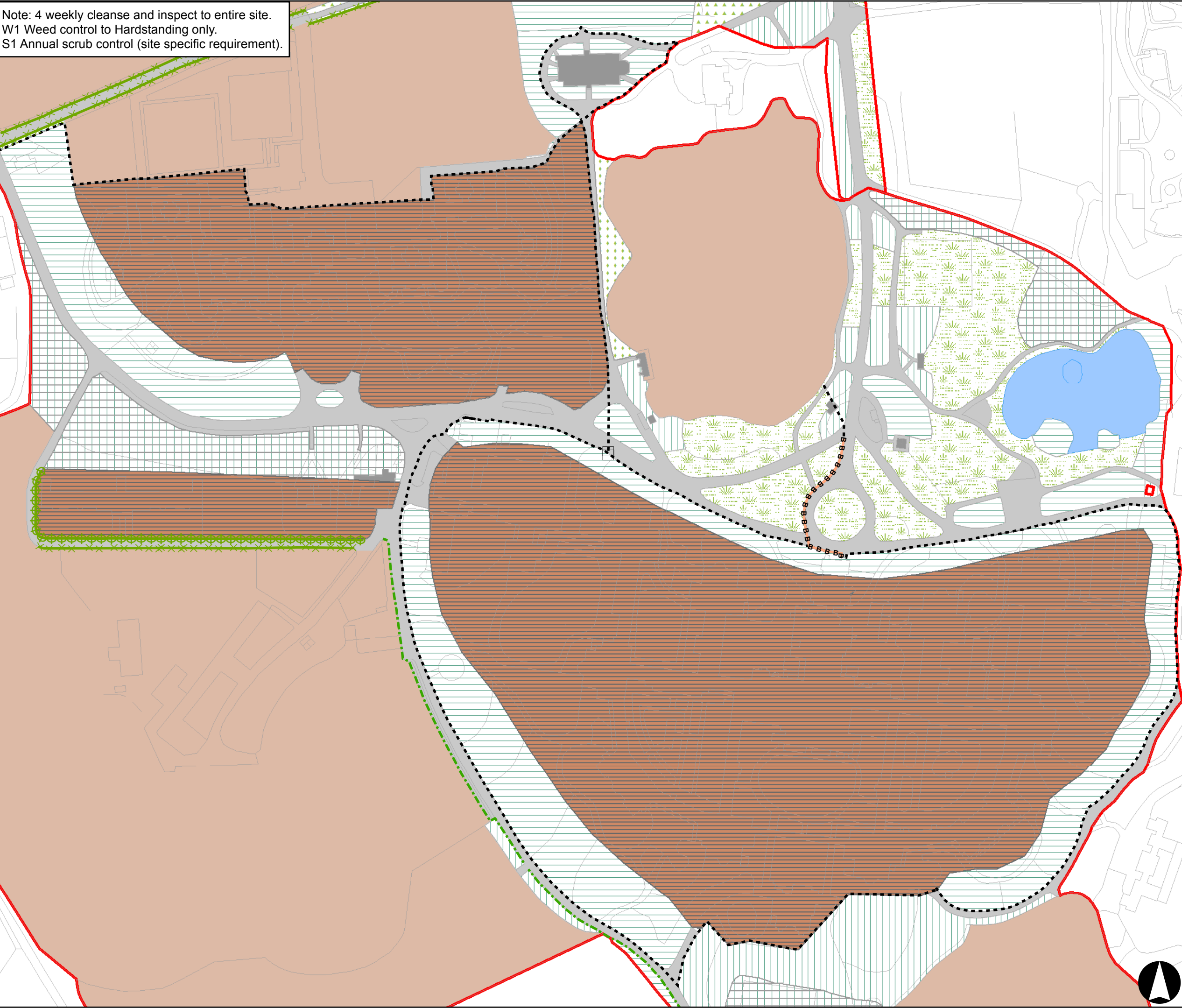
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Project:	Whittingham Hospital Landscape Maintenance and Cleanse contract 2016-2018			
Title:	Whittingham LM Overview			
Drawing No:	G.NHS.NWM.015.001.01			
Scale:	1:6,000 @ A3	Date:	13/07/2016	
Drawn:	RT	Checked:	SB	Approved: SB



Note: 4 weekly cleanse and inspect to entire site.
W1 Weed control to Hardstanding only.
S1 Annual scrub control (site specific requirement).




- Key**
- HCA Leasehold Boundary
 - Vehicular Gate
 - H1 - One Side Only
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 - Mature Woodland
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Revision:	Drawn:	Checked:	Approved:	Date:



Genesis Centre
Birchwood Science Park
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Tel: 01925 844004
Fax: 01925 844002
Email: tep@tep.uk.com



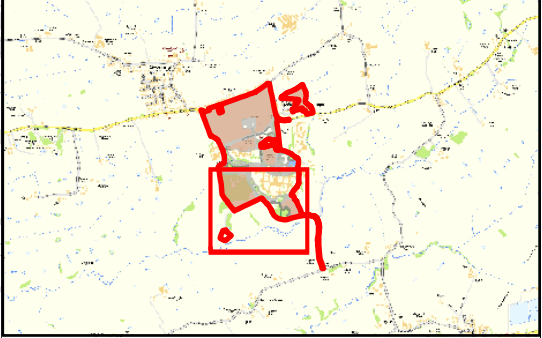
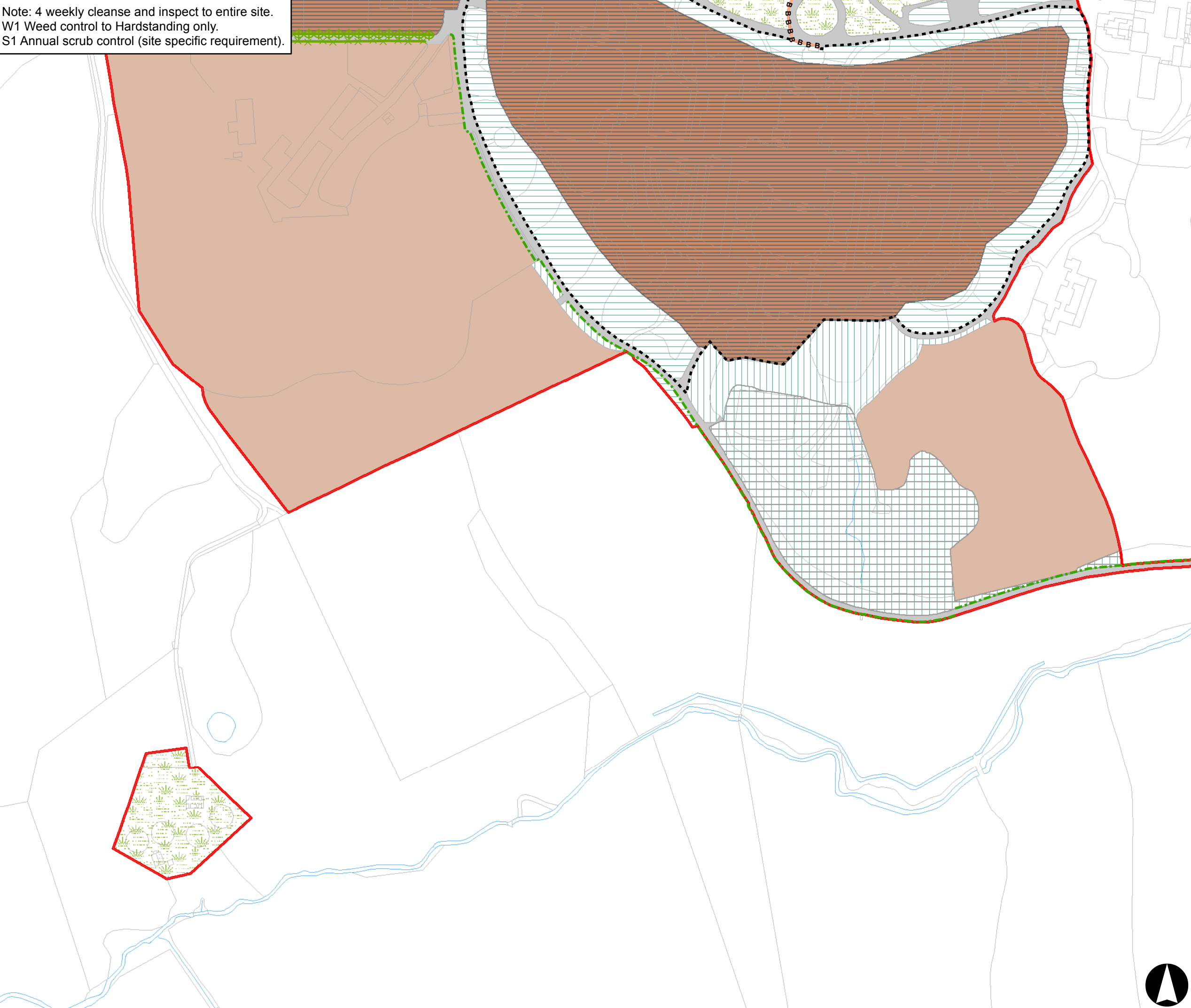
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Project:	Whittingham Hospital Landscape Maintenance and Cleanse contract 2016-2018			
Title:	Whittingham LM Central			
Drawing No:	G.NHS.NWM.015.001.02			
Scale:	1:2,000 @ A3	Date:	13/07/2016	
Drawn:	RT	Checked:	SB	Approved: SB



Note: 4 weekly cleanse and inspect to entire site.
W1 Weed control to Hardstanding only.
S1 Annual scrub control (site specific requirement).



Key

- HCA Leasehold Boundary
- H1 - One Side Only
- H2 - One Side and Top
- H4 - Both Sides and Top
- Bund (Included in G2 Gras cuts)
- Fence
- G2 - Short Grass
- Hard Standing
- Other Tenants
- Scrub
- Semi Mature Woodland
- Mature Woodland
- Recent Demolition Land

Revision:	Drawn:	Checked:	Approved:	Date:

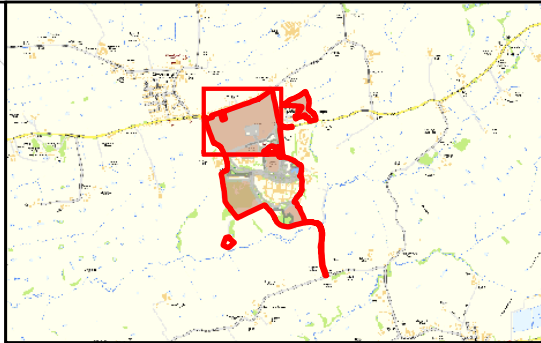
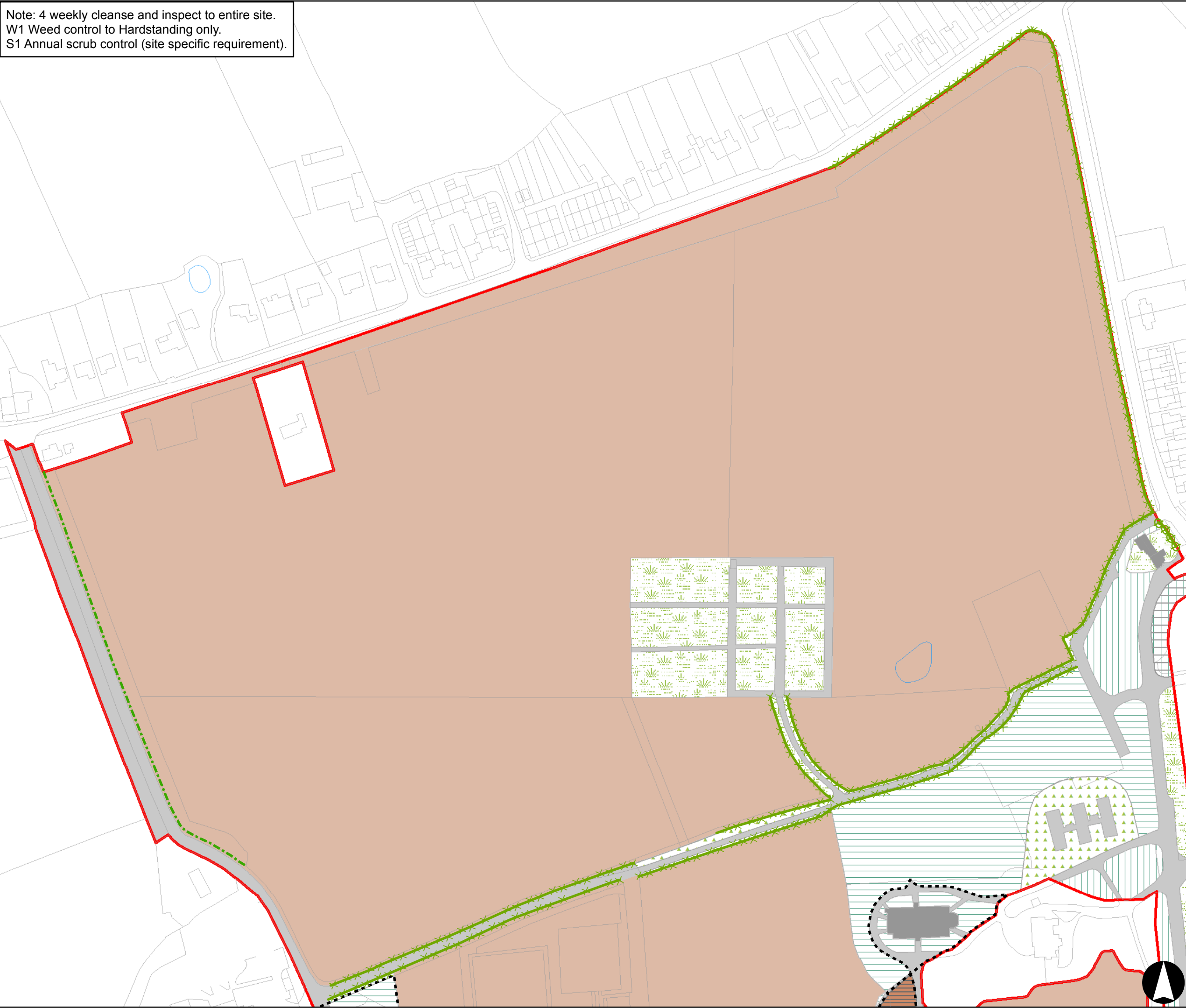
Genesis Centre
Birchwood Science Park
Warrington WA3 7BH
Tel: 01925 844004
Fax: 01925 844002
Email: tep@tep.uk.com

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Project:	Whittingham Hospital Landscape Maintenance and Cleanse contract 2016-2018			
Title:	Whittingham LM South			
Drawing No:	G.NHS.NWM.015.001.03			
Scale:	1:2,500 @ A3	Date:	13/07/2016	
Drawn:	RT	Checked:	SB	Approved: SB



Note: 4 weekly cleanse and inspect to entire site.
W1 Weed control to Hardstanding only.
S1 Annual scrub control (site specific requirement).




- Key**
- HCA Leasehold Boundary
 - H1 - One Side Only
 - H2 - One Side and Top
 - H4 - Both Sides and Top
 - Fence
 - G2 - Short Grass
 - G3 - Rough Grass
 - G4 A - Long Grass - 1 Cut
 - Building
 - Hard Standing
 - Other Tenants
 - Scrub
 - Semi Mature Woodland
 - Mature Woodland
 - Recent Demolition Land

Revision:	Drawn:	Checked:	Approved:	Date:



Genesis Centre
Birchwood Science Park
Warrington WA3 7BH
Tel: 01925 844004
Fax: 01925 844002
Email: tep@tep.uk.com



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Project:	Whittingham Hospital Landscape Maintenance and Cleanse contract 2016-2018			
Title:	Whittingham LM North			
Drawing No:	G.NHS.NWM.015.001.04			
Scale:	1:2,000 @ A3	Date:	13/07/2016	
Drawn:	RT	Checked:	SB	Approved: SB

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Homes England
One Friargate
Coventry
CV1 2GN

enquiries@homesengland.gov.uk
0300 1234 500
gov.uk/homes-england

