

**Document 1 – Specification**

**Trust reference DN398164**

**Maintenance of Grounds and Gardens**

**SCHEDULE 1**

* + - 1. **Introduction**
			2. **Tender Timelines & Contract Start**
			3. **Final Summary Sheet**
			4. **Works Summary and Pricing Sheets**

# Day work Rates

# Instructions to Bidders

**1. Introduction**

The main Northampton General Hospital is a large site of approximately 40 acres.

This contract covers the main Northampton General Hospital site, Cliftonville.

Address:-

Northampton General Hospital NHS Trust

Cliftonville
Northampton
NN1 5BD

The objective of this contract is an output based service, whereby, rather than providing only a set number of visits per annum, the contractor is required to provide whatever visits are necessary to ensure that the Trust’s landscape and gardens, including courtyard are always maintained within the required standards. In addition we are hoping that the contractor will work with us to enhance the site for patients, visitors, staff and wildlife as well as helping us with our entry for Northampton in Bloom.

Tenderers should note that an important part of the contract will be the collection and removal of **all** arisings, litter and other debris from site after each visit.

All such items are to be disposed of by the contractor in an environmentally responsible manner with as much of the material as possible to be recycled. None recyclable items must be disposed off at appropriate registered waste stations.

As water scarcity is likely to become an issue it is expected that the gardens will be maintained in such a way as to minimise water use.

Contractors are reminded that this is a healthcare facility and therefore the use of carcinogenic/ toxic or suspected carcinogenic/toxic chemicals are to be avoided. In order to encourage wildlife, pesticides are not to be used on the site and herbicides are to be kept to a minimum.

1. **Tender Timelines & Contract Start**

|  |  |
| --- | --- |
| 14th June 2019  | ITT Issue  |
| w/c 21st June 2019  | ITT Bidder Site Visits |
| 15 July 2019  | Deadline for Final Bid Submission (Mandatory Timescale) |
| w/c 2nd September 2019 | Finalise Contract Discussions |
| w/c 9th September 2019 | Signing of Contracts |
| **1st October 2019**  | **Contract Start – Implementation**  |

**3. Final Summary Sheet**

**Item Annual Price (£)**

 **excluding VAT**

**Grass Maintenance £**

**Plants, Tree and Shrub Maintenance £**

**Footpaths and Hard Surfaces £**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Total Annual Price excluding VAT £**

**(Carry forward to Form of Tender)**

**4**. **Works Summary and Pricing Sheets**

**4.1 GRASS MAINTENANCE - WORKS SUMMARY AND PRICING SHEET**

**4.2 PLANTS/TREE/SHRUB MAINT - WORKS SUMMARY AND PRICING SHEET**

**4.3 FOOTPATHS/HARD SURFACES - WORKS SUMMARY AND PRICING SHEET**

**4.1 GRASS MAINTENANCE - WORKS SUMMARY AND PRICING SHEET**

|  |  |  |  |
| --- | --- | --- | --- |
| DESCRIPTION OF WORK | LOCATION | **OCCASIONS PER ANNUM** | PRICE £ PER ANNUM**(Exc. VAT)** |
| Mow all lawn grass, trim edges and around trees etc. Sweep all grass cuttings from roads/paths etc.Square up and cut edges to all lawn areasNote: All rubbish or litter must be picked up off the grass areas before cutting. All leaves to be collected and removed from all areasLevels up to 15º are to be mown using a rotary cylinder mower with blades set at height of ¾".**N.B. For lawns & medium turf areas throughout the year the height of growth must not exceed 50mm at any time. Cut to a height of 25mm and remove all arisings.** Cut rough grass areas. **N.B. throughout the year the height of growth must not exceed 150mm at any time. Cut to a height of 75mm and remove all arisings.**Strimmers are only suitable when the angle is greater that 15º from horizontal.Provide and apply approved selective weedkiller as required to keep all grass lawn areas, spray edges of rough grass areas and planted areas tidy and weed free.All arisings and debris to be collected and removed from the site and disposed of in an environmentally responsible manner with as much of the material as possible to be recycled. None recyclable items must be disposed off at appropriate registered waste stations. | Main site (see drawing ref. GG01) | All tasks at all sites:Frequency as necessary to maintain required standards | Main site: £**Total Grass****Maintenance****Works Price £** |

Carry Total Price forward to Final Summary Sheet

**4.2 TREE/SHRUB MAINTENANCE - WORKS SUMMARY AND PRICING SHEET**

|  |  |  |  |
| --- | --- | --- | --- |
| DESCRIPTION OF WORK | LOCATION | **OCCASIONS PER ANNUM** | PRICE £ PER ANNUM**(Exc. VAT)** |
| Cut and trim hedges to maximum of 600mm high. N.B. An area of at least 1 metre back from all manhole cover edges, any boundary edges and pathways etc. to be kept completely cleared. Ensure clear and unhindered access to all manhole covers to be maintainedPrune all roses and shrubs.Shrubs to be pruned to keep at height of 400mm.Using mechanical, chemical (as a last resort) or hand weeding as appropriate to the area as required to ensure all beds and borders are kept 98%-100% weed free. Including courtyard gardens.Gather and remove all leaves from all areas, bag and cart away from site.All arisings and debris to be collected and removed from the site and disposed of in an environmentally responsible manner with as much of the material as possible to be recycled. None recyclable items must be disposed off at appropriate registered waste stations. | Main site (see drawing ref. GG01) | All tasks at all sites:Frequency as necessary to maintain required standards | Main site: £ \_\_\_\_\_\_\_\_\_\_\_\_\_\_**Total Tree /** **Shrub Maint.****Works Price** **£** |

Carry Total Price forward to Final Summary Sheet

**4.3 FOOTPATHS/HARD SURFACES - WORKS SUMMARY AND PRICING SHEET**

|  |  |  |  |
| --- | --- | --- | --- |
| DESCRIPTION OF WORK | LOCATION | **OCCASIONS PER ANNUM** | PRICE £ PER ANNUM**(Exc. VAT)** |
| Provide and apply approved (non-glyphosate) total weed killer to footpaths, kerbs, car parks, hard standings, internal courtyards, gravel areas and roofs to keep 100% weed free.Gather and remove all leaves from all areas, bag and cart away from site.All arisings and debris to be collected and removed from the site and disposed of in an environmentally responsible manner with as much of the material as possible to be recycled. None recyclable items must be disposed off at appropriate registered waste stations. | Main site (see drawing ref. GG01) | All tasks at all sites:Frequency as necessary to maintain required standards | Main site: £**Total Footpaths** **/ Hard****Surfaces Maint.****Works Price £** |

 Carry Total Price forward to Final Summary Sheet

# 5. Day work Rates

The tenderer shall provide details of his day work rates applicable to this contract.

N.B. Day works will only be chargeable for additional works that are over and above the maintenance contract. Payment will only be made for additional works that have been pre-agreed and authorised by the Trust’s Supervising Officer.

The contractor is required to provide all-in rates for following items:

The following plant where applicable to include

**Grade Normal Time Outside Normal Time**

**£ Rate per hour £Rate per hour**

Foreman

Gardener

Labourer

Materials on costs (net trade after all discounts) %

Plant %

The contractor is required to provide all-in rates for the following plant where applicable to include driver, delivery to site, fuel insurances and hire charges

JCB 3C wheeled or similar including driver £/hr

Tractor - large

Tractor - Small

Trailer large

Trailer Small

Payment shall be made for the actual hours on site for which any item of plant or machinery is used in carrying out the works instructed.

All prices exclude VAT

**6. INSTRUCTIONS TO BIDDERS**

a The Tender Document must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender, or relate details of the Tender Document other than on an 'in confidence' basis to those who have a legitimate need to know, or whom they need to consult for the purposes of preparing the Tender. The Tender Documents are copyright reserved to Northampton General Hospital NHS Trust.

b The Tenderer must obtain for himself on his own responsibility and at his own expense, all the information necessary to submit a tender, and must visit the Site and examine the Drawings, Conditions of Contract, Specifications and Schedules of Works prior to submitting his Tender.

c Tenderers should seek to clarify any points of doubt or difficulty in writing via the E-Tendering Portal before submitting a tender, but no later than 72 hours prior to the date of submission of tender. The Procurement Department will respond in writing within 24 hours of receipt of the query.

d The Tenderer will be required to sign Document 3 - NGH Form of offer, Bonafide offer, Canvassing, which shall form the basis of a legal contract.

e No alteration may be made to any of the documents attached thereto without the written authorisation of the Procurement Department. If any alterations are made or if these instructions are not fully complied with, that Tender will be rejected.

f The Tenderer shall satisfy himself before submitting his Tender that he has adequate labour to complete the Works and that he is able to obtain supplies of all materials required in connection with the Works.

g The Tender Documents must be returned by 12:00 noon on 15 July 2019 via the E-Tendering Portal. Only tenders submitted via the portal and received before this deadline will be accepted. Tenders submitted after the stated deadline will be rejected unless a genuine explanation has been given in writing to the Procurement Department.

h Bidders are to set out their Tender response in the documents provided and bring forward the total to the Final Summary Appendix X and return the documents via the E-Tendering Portal only.

j Prices quoted shall be exclusive of Value Added Tax where applicable. The Tender should be on a **fixed price basis AND REMAIN VALID FOR ACCEPTANCE FOR TWO MONTHS** from the latest date for submission of tenders and shall be for the execution of the work in strict conformity with these documents.

1. The Tender Sum shall include profit, cash discount, cartage, labour, materials and all other expenses or taxes of any kind which are all to be borne by the Tenderer.
2. Northampton General Hospital NHS Trust is not bound to accept the lowest or any tender, and will not be responsible for, or pay for, any expenses or losses which may be incurred by the Tenderer in the preparation of his Tender.
3. Should any further drawings or instructions be issued to tenderers prior to the date for submission of tenders, these will be deemed to be part of the Contract Documents.
4. Information with regard to the existing or proposed position of pipes, cables, wires etc, whether of any Public or Private Utility or other Statutory Undertakers, is to be obtained by the Tenderer from the various Public or Private Utility or Statutory Authorities and the Employer can in no way be held responsible for any inaccurate information obtained.
5. Unit rates and prices must be quoted in pounds and whole pence to two decimal places. The terms 'nil', 'included' and '-' are **NOT** to be used, but shall be indicated as £0.00. If rates and prices for any item have been left blank it will be assumed that allowance has been included within the Tender Sum.
6. Before any tender can be accepted, the priced document from the lowest tenderer will be checked by the Supervising Officer.
7. The Bidder will be notified of any errors in computation of his Tender and afforded the opportunity to either stand by his Tender or withdraw.
8. Bidders who are unable to submit a tender are requested to confirm this in writing as soon as possible, stating their reasons.
9. Bidders shall not fix or adjust the amount of Tender Sum, nor enter into any agreement with other Tenderers to fix or adjust their Tender. Any evidence of collusive tendering will result in disqualification of the Tender(s).
10. Bidders shall bear all fees and expenses in relation to the preparation and submission of their Tender.
11. A 'Risk Assessment' has been prepared and is provided to bidders. If the CDM regulations apply an Initial Health and Safety Plan is also provided with the Contract Documents. The Tenderer shall complete the relevant page within the Health and Safety Plan and submit this with his Tender.

**SCHEDULE 2**

1. **DEFINITIONS AND INTERPRETATIONS**
2. **GENERAL CONDITIONS OF WORKS FOR THE MAINTENANCE OF GROUNDS AND GARDENS**
3. **SCHEDULE OF MAINTENANCE WORKS**

# 1. DEFINITIONS AND INTERPRETATIONS

## In this Contract the following expressions shall where the context permits have the following meanings:

|  |  |
| --- | --- |
| "Ad-Hoc Charges" | any charges agreed by the parties for additional ad-hoc services supplied by the contractor at the trust’s request in addition to and outside the Specification |
| “Change Control Notice” | the written notice given by the contractor to the trust detailing any suggested change to the services |
| "Commencement Date" | Date at which contractor assumes responsibility under the contract. |
|  “Contract” | this contract for the provision of and payment for the services |
| "Contract Manager" | the person nominated by the contractor as their authorised representative |
| “Contract Meeting” | the meeting between the contract manager and the trust’s authorised officer |
| "Contract Price"  | the price payable by the trust to the contractor for the provision of the services in this specification  |
| "Contract Term" | the period during which the contract remains in force |
| “Default Notice” | a notice issued to the contractor by the trust |
| “Disputes Procedure” | the procedure set out in this specification |
| “Equipment” | the equipment necessary for the full and proper provision of the services in accordance with this contract |
| “Intellectual Property Rights” | all copyright patents or patent rights registered and unregistered design rights trade marks service marks and all other intellectual and industrial property rights wherever in the world enforceable |
| “Month” | calendar month |
| “Normal Working Hours” |  |
| “Ombudsman” | the Health Service Commissioner for England  |
| “Performance Standards” | each of the various criteria (whether as to timing quantity or quality) set out in the Specification as the standards by which the services may be measured or assessed |
| “Cost Indices” | At each anniversary of the commencement date the parties shall agree the Contract Price to apply for the period of 12 months succeeding that anniversary. The Contract Price shall be increased by the same percentage as the percentage increase as calculated using the cost indices indicated in Spon’s Landscape and External Works Price Book in the twelve month period preceding the relevant anniversary.For the purposes of making the calculation at each anniversary the indices figures to be taken shall, in the first period of 12 months from commencement date, be the figure last published before the date. For succeeding period of 12 months it shall be the figure taken preceding anniversary of the commencement date and the last figure published before the succeeding anniversary of the commencement date. |
| "Services" | the services to be provided by the contractor in accordance with this contract in particular in accordance with the Specification |
| “Site” | the property and buildings shown on the drawings and described in Schedule 1. |
| “Specification” | the specification and requirements for the services which the contractor agrees to meet as set out in Schedule 2 |
| “Staff” | all personnel employed or engaged by or through the contractor in the provision of the services including the transferring of employees ( TUPE ) |
| “Transferring Employees” | the personnel specified in Schedule 3  |
| “Transfer Regulations”  | the Transfer of Undertakings (Protection of Employment) Regulations 1981 as amended |
| “The Trust” | Northampton General Hospital NHS Trust |
| “The Trust’s Authorised Officer” | The Trust’s Authorised Officer (or his nominated representative) |
| Variation of Service | As described within this specification |

## Words importing the masculine gender include the feminine and words importing the feminine include the masculine. Words in the singular include the plural and words in the plural include the singular

## References to clauses sub-clauses and schedules are to clauses sub-clauses and schedules of this contract

## The headings to the clauses and schedules are for convenience only and have no legal effect

## References to any statute or statutory provision in this contract shall be deemed to refer to those provisions as replaced amended or re-enacted from time to time whether by statute or by directive or regulation (which is, in the case of a directive or regulation, intended to have direct application within the United Kingdom and has been adopted by the Council of the European Communities)

## Any decision act or thing which either party to this contract is required or authorised to take or do under the contract may be taken or done by any person authorised either generally or specially by that party to take or do that decision act or thing provided that both parties shall provide each other with the name of any person so authorised upon receipt from the other of a written request for the same

## “person” includes any individual partnership, firm, trust, body corporate, government, governmental body, authority, agency or unincorporated body of persons or association

* 1. The schedules to this contract are an integral part of this contract and reference to this contract includes reference to the schedules

# GENERAL CONDITIONS OF WORKS FOR THE MAINTENANCE OF GROUNDS AND GARDENS

1. **SPECIFICATION**

The services to be provided by the Contractor shall be as described in these documents. All such Services shall comply with legislation in force during the term of this Contract.

1. **INCLUSIONS**

The provision of the Services by the Contractor shall include at the Contractor’s expense the provision by the Contractor of all necessary materials, labour, plant, equipment, transport, materials handling equipment, tools, appliances and any other items necessary to ensure that the Services are carried out in accordance with these Conditions.

1. **SITE INSPECTION**

The Contractor is deemed to have understood the nature and extent of the Services to be provided and shall have carried out sufficient site visits to ensure that the Contract can be adequately carried out. The Trust shall, upon request to the Contract Administrator grant such access as may be reasonable for this purpose.

1. **PROVISION OF SERVICES**
	1. The Contractor shall make no deliveries to, nor commence work on site, before obtaining the agreement from the Contract Administrator.
	2. The Trust may

i Require the removal from site any labour, materials, or equipment which are not in accordance with the Contract requirement or which constitute a threat to the health and safety of staff, patients, visitors or the fabric of premises.

ii Require the Contractor to replace inferior materials with those suitable for the purpose.

iii Require the proper re-execution of service which in the opinion of the Trust is not in accordance with the Contract Specification.

1. **CONTRACT PERIOD**

Subject to the provision for earlier determination herein after, contained this Contract shall remain in force for the initial period of one year from the date of commencement which shall be agreed between the Trust and the Contractor at acceptance of tender or in default specified in writing by the Trust on acceptance of the tender.

Subject to mutual agreement and satisfactory performance by the contractor the Trust may extend the contract twice for a further twelve months each time.

Therefore 1 year fixed plus 2 x further 12 month extensions.

1. **METHOD STATEMENT**

Candidates are to provide a Method Statement which should contain no more than 2000 words and shall describe:

## the manner in which the candidate proposes to provide the services in compliance with the contract documentation;

## the candidate’s management structure;

## the candidate’s ability to provide the services;

## how the candidate will help the Trust with their Northampton in Bloom entry, how they will help the Trust encourage increased biodiversity and also work with the Trust to improve the grounds and gardens for the enjoyment of staff, patients and visitors.

1. **CONTRACT PRICE AND REVIEW**
	1. The Contract price shall be ‘net’ of all discounts. It shall include the cost of all necessary labour, materials, utilities and equipment necessary to carry out the Specification. The amount of any duty additional to the Contract Price and any early settlement discounts shall be shown separately in the schedule of rates.
	2. Save as provided under the annual price review mechanism described in the “Cost Indices” section of the “Definitions and Interpretations” of this document, the Contract Price shall be firm and fixed for the duration of the Contract unless otherwise agreed in writing between the Trust and the Contractor.
	3. The Contractor shall submit an invoice at the end of each completed month of the term of this contract to the Contract Administrator.

The Trust shall pay the Contractor within 30 days of the receipt by the Contractor Administrator of such invoice. The invoice shall specify the period covered by the charge, and show the VAT separately.

* 1. Whenever under this Contract any sum of money is recoverable from, or payable by, the Contractor, the same may be deducted from any sum then due, or may thereafter become due, to the Contractor under this Contract with the Trust.
	2. All costs in the Schedule are regarded as fair and reasonable shall remain in force for the 12 months of the contract.
	3. The Contract Price shall be reviewed by the same percentage as the percentage difference as calculated using the cost indices indicated in Spon’s Landscape and External Works Price Book as described in the Definitions And Interpretations section of this document
1. **SUPERVISION**

The Contractor shall have a competent named supervisor available at all times and any instructions given to the supervisor by the Contract Administrator (written or verbal) shall be deemed to be given to the Contractor.

1. **VARIATION OF SERVICE**
	1. The Contractor shall not in any way vary the Services to be provided except as agreed in writing by the Contract Administrator.
	2. The Trust reserves the right, by one months notice in writing, to modify the quality or quantity of the Services to be provided under the Contract. Any alteration to the Contract Price by way of such variation shall be agreed between the Trust and the Contractor using the day rates included in this Specification.
2. **INDEMNITY**

Without prejudice to its liability for breach of any of its obligations under the Contract the Contractor shall be liable for, and shall indemnify the Trust, its offices, servants, and lawful visitors against, any liability, loss, costs, expenses, claims or proceedings whatsoever, arising under any statute or at common law in respect of:

1. any loss of, or damage to, property (real or personal) and
2. any injury to any person, including injury resulting in death in consequence of, or in any way arising out of, the performance by the Contractor of the Services, except insofar as such loss, damage or injury shall have been caused by wilful negligence on the part of the Trust, its servants or agents.
3. **INSURANCE**

## The contractor shall effect and maintain the following minimum insurances for the Contract Term:

### Public liability insurance with a minimum limit of indemnity of £5,000,000 (five million pounds) for each claim or such higher limit as the trust may reasonably require from time to time

### Employers' liability insurance with a minimum limit of indemnity of £10,000,000 (ten million pounds) for each claim or such higher limit as the trust may reasonably require from time to time

### Insurance of all machinery and equipment used in or in connection with the services to a limit to be agreed with the Trust

## Any excess or deductibles under such insurance shall be the sole and exclusive responsibility of the contractor

Evidence submitted within the initial shortlisting questionnaire will be followed up at the ‘intention to award’ stage.

## All such policies shall be with a UK insurer of repute on normal commercial terms and shall be endorsed to preclude any rights of subrogation against the trust or any employee or agent of the trust and if the trust requests in writing shall be in the joint names of the trust and the contractor

## The contractor shall prior to the Commencement Date and thereafter on the renewal date of each individual policy of insurance and at such other times as the trust’s Authorised Officer may reasonably require:

### Provide sight of original insurance documentation (including policies, cover notes, premium, receipts and any other documents) to the trust

### Supply copies of such insurance policies (and all relevant cover notes) and evidence that the premiums have been paid

### Supply confirmation from the contractor's (and if relevant sub-contractors') insurers that the insurance obtained is fully compliant with the obligations of the contract

## The trust shall be entitled to notify the contractor in writing that in its opinion any such policy of insurance does not provide sufficient cover to comply with this Clause and to require the contractor to provide such insurance which will comply. Upon receipt of such notice the contractor shall immediately obtain and maintain such insurance as the trust reasonably requires. If the contractor fails to do so then the trust itself may cause such insurance to be effected and the premium (plus a sum equal to 10% of the premium as a contribution towards the trust's administrative costs) shall be immediately due and recoverable from the contractor (including by way of set off from sums due from the trust to the contractor)

## The contractor will deal speedily and efficiently with all claims submitted to it by third parties which shall be dealt with either by its own staff or by referring such claims to its insurers

## All monies paid under any policy maintained in compliance with this contract shall:

### Until a Termination Event has occurred be paid to the contractor and applied towards the liabilities in respect of which they were received and

### after a Termination Event has occurred be paid to the trust and applied first towards satisfying any claim by a third party in respect of which they were received and secondly in satisfying any debt due to the trust by the contractor

1. **ASSIGNMENT AND SUB-CONTRACTING**
	1. The Contractor shall not assign or sub-contract any part of this Contract or the provision of the Services without the written approval of the Trust. Approval to sub-contract shall not relieve the Contractor from responsibility for the performance of the Contract or from active supervision of the Services on site.
	2. The Contractor shall not place or store any other waste, from any source, in Trust containers or transport it for incineration without the written permission of the Contract Administrator.
2. **PATENTS**
	1. The Contract Price include all royalties, licence fees or similar expenses in respect of the making, using or exercising by the Contractor of any invention or design for the purpose of performing the Contract.
	2. The Contractor shall indemnify the Trust against any costs, claims, proceedings, expenses or demands arising from the use manufacture, supply or delivery of any process, article, matter or thing supplied under the Contract, which would constitute and infringement of any patent, right, design trademark or copyright.
3. **HEALTH AND SAFETY AT WORK**
	1. The Services shall be performed with due regard to health and safety and the Contractor shall observe and conform to all relevant statutory enactments, regulations and by-laws. The cost of compliance with such regulations shall be deemed to be included in the Contract Price.
	2. The Trust shall have the right to require the Contractor, immediately, to remove from the site any employee who has:
	3. failed to comply with safety regulations
	4. in the opinion of the Trust, been negligent, incompetent or guilty of misconduct.
	5. The Contractor shall be responsible for the suitability and safety of all equipment used in the performance of the Contract. No equipment shall be used which is deemed by the Trust, unsuitable, unsafe or liable to cause damage.
	6. The Contractor shall ensue that the requirements of the Agriculture (Safety, Health and Welfare Provisions) Act 1956 and all Regulations made thereunder are complied with, together with any other applicable statutory requirements governing Health and Safety arrangements applicable to the industry. The Contractor must possess a current certificate of competence for the use of pesticides/weed killers, copy of which to be provided to the Trust before commencement of the contract period.
	7. All Risk Assessments and Method Statements for reducing the Risk of Accidents shall be supplied to the Contract Administrator before carrying out the works.
		1. **Limitation of Working Hours**

 If the Contractor wishes to work before 08:00am or after 4:30pm Monday to Friday and on Saturdays, Sundays or Bank Holidays, he shall give prior notice and obtain permission from the Supervising Officer. Permission will only be given for Sunday and Bank Holiday working in exceptional circumstances. The Contractor shall limit noisy activities, such as chainsaw work or mowing operations, to after 9am on Saturdays and limit potentially hazardous operations until optimum conditions prevail.

1. **Site Organisation and Supervision**

 The Contractor shall maintain an adequate site organisation under the full time control of an experienced supervisor able to assume complete responsibility for a Contract of this description. The foreman in charge shall have knowledge of, and experience in the use of chemical herbicides

1. **Sub-Contractors**

The Contractor shall provide the Supervising Officer with the names and addresses of any specialist firms and sub-contractors whom it is proposed shall be employed together with the description of the services to be performed. The Contractor must not employ any sub-contractor without the prior written approval of the Supervising Officer.

1. **Notification**

 The Contractor may be required to notify the Supervising Officer prior to commencing certain work stages. The Supervising Officer shall inform the Contractor prior to commencing on site of these stages, and the Contractor shall provide 24 hours' notice of intention to commence.

1. **STATUTORY COMPLIANACE**

# The contractor shall at all times observe and perform all requirements of the common law European Union legislation (if directly applicable), all statutes, regulations, court orders and bye-laws and all rules, regulations, permissions or conditions thereunder and the contractor shall do and execute or cause to be done and executed all acts required to be done under or by virtue of such law, statutes, regulations, orders, bye-laws, rules, permissions or conditions in respect of the services

## If the contractor receives a:

### Notice; or

### Order; or

### Proposal for a notice; or

### Proposal for an order

made under such statute, order, regulation or bye-law and in connection with the services then the contractor shall supply the trust with the original or a legible copy of the same on the day of receipt (or on the following working day if the day of receipt is a Saturday, Sunday or bank holiday).

## The contractor shall keep the trust fully and effectively indemnified against all breaches of the provisions of all or any such statutes, orders, regulations, bye-laws, rules, permissions and conditions and all costs, damages and expenses incurred thereunder

## If compliance with the terms of this Clause necessitates any variation of the contract the contractor shall immediately upon becoming aware of such necessity give notice to the trust and the contract shall be amended by agreement between the trust and the contractor. In the event of failure to agree the Disputes Procedure shall apply

## Without prejudice to the generality of the above Clauses, the contractor shall at all times comply with the requirements, insofar as they relate to the provision of the services, of:

### the Health and Safety at Work etc Act 1974

### the Management of Health and Safety at Work Regulations 1992

### any NHS guidance and directions and policies as provided by the trust to the contractor

### the trust’s own health and safety policy as provided by the trust to the contractor

## Prior to the Commencement Date, the contractor shall provide the trust with its own health and safety plan relating to the contract. Such health and safety plan shall include the following:

### method statements for all activities required under this contract including safety standards

### arrangements for the monitoring and management of the health and safety of those affected by the services

### identification of high risk activities under the contract

### a description of the rules which it shall require its staff to adhere to

### identification of training required by the staff and arrangements made for the provision of such training

### details of emergency procedures

### a full COSHH assessment of all substances associated with the provision of the services

The contractor shall ensure that all staff are fully conversant and comply with the trust’s health and safety policy and that they take all such precautions as are necessary to protect the health and safety of trust staff, patients, visitors and the public. The contractor shall require all staff to comply with the trust's safety policy statement and the lawful requirements of the trust's safety advisers. Without prejudice to the generality of the foregoing the contractor shall ensure that the staff are properly trained and instructed with regard to fire risks and fire precautions

1. **Determination Notices**

Any notice, or further notice, to be given to the Contractor will be posted to the address given on the Form of Tender.

1. **Safety, Health and Welfare Measures**

The work shall be performed in such a manner as to ensure the safety of the Works and the public, and so as to cause no damage to trees, features or private property, and so that as little inconvenience as possible is suffered by the public and adjoining owners.

 **On no account must any tools be left unattended at any time.**

The Contractor shall allow for compliance as a condition of this contract with all the relevant legislation contained in the current HASAW Act plus any enactments and regulations together with any amendments thereof.

The Contractor’s attention is drawn to the Construction (Health, Safety and Welfare) Regulations and the Health and Safety (Employment of Young Persons) Regulations 1997.

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.

The Contractor shall publish his own **Safety Policy**, a copy of which shall be lodged with the Employer at Northampton General Hospital NHS Trust, prior to the commencement date of the contract. The Contractor shall ensure compliance, including compliance by any sub-contractors, with the aforementioned Safety Policy. All new employees and sub-contractors are to be given safety induction prior to them carrying out any part of the Works on the site.

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 Supervising Officer, on all relevant occasions throughout the duration of the contract.

Adequate protective measures shall be taken to protect employees, members of the public, NHS staff and patients.

The Contractor shall notify the Supervising Officer 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 Supervising Officer and THE EMPLOYER’s Health and Safety Officer shall be provided with copies of written reports of such occurrences.

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 Contract Works, the Supervising Officer and THE EMPLOYER’s Health and Safety Officer, shall be notified of full details of the visit, including details of any stoppages of work for safety reasons.

Site plant shall only be used by operatives having the relevant Certificate of Competence issued by Construction Industry Training Board (CITB) or other recognised training body. The Contractor shall provide copies of the relevant certificates to the Supervising Officer

1. **Pesticides and Herbicides (although it is not expected that any pesticides will be used on the site)**

a The Contractor shall comply with Part III of the Food and Environment Protection Act 1985 (FEPA), the Control of Pesticides Regulations 1986 (COPR) and the Control of Substances Hazardous to Health Regulations 2002 (COSHH).

b Where **herbicides** are being applied, the Contractor shall provide the following **minimum** safety equipment for use by his operatives:

 - Coverall

 - Goggles/eye shield

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

 - Rubber boots

 - Rubber gloves

 - First Aid Kit

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

c The application of herbicides by Knapsack sprayer or Controlled Droplet Applicator should be carried out in accordance with the provisions laid down in the Forestry Safety Council’s leaflet (No. FSC 5 February 1990) “Application of Herbicides by Hand-Held Applicators”, available from the Secretary, Forestry Safety Council, Forestry Commission, 231 Corstophine Road, Edinburgh, EH12 7AT. The Contractor must also comply in full with the “Code of Practice for the Safe Use of Pesticides on Farms and Holdings” (MAFF and Health and Safety Executive), HMSO 1990.

1. Certificates of Competence

The Regulations state that "recognised Certificates of Competence are required by Contractors using pesticides approved for use in horticulture and forestry".

e The Contractor shall provide the Supervising Officer with the names and personnel with Certificates of Competence to cover Modules PA1 and PA6A as a minimum, and shall provide evidence of such Certificates, and shall nominate the employees who are to be "directly supervised" by such Certificate Holders.

f Where the Supervising Officer finds that the use of pesticides does not comply with the requirements of the Act (see Paragraph 1.2.6) then he shall order the cessation of such work, and the Contractor shall carry any Contract Costs arising. The Supervising Officer may also notify the Health and Safety Executive of any such occurrence.

1. Pesticide Records

The Contractor shall provide copies of pesticide use records to an agreed programme throughout the Contract in an agreed form as described in the Code of Practice.

1. Protective Clothing

All operatives shall wear protective clothing and safety equipment approved by the Supervising Officer at all times, when undertaking chainsaw, hedge trimmer, or circular saw blade strimmer operations to reduce the risk of injury. Operatives shall not wear loose garments, belts, scarves or jewellery which could snag equipment or in the tree during arboricultural operations. The equipment provided and worn by the workforce will be:

 - Safety Helmet )

 - Eye Protection) Combined and to British Standards

 - Ear Defenders)

 - Chainsaw Mitts - made of anti-ballistic nylon

 - Chainsaw Boots or Safety Boots with external steel toe-caps and safety spats

 - Close fitting high visibility non-snag outer garments together with 'Ballistic' or equivalent trousers and jacket

* Ear defenders (for non-chainsaw users), where appropriate

 - First Aid Kit.

1. All such equipment must be maintained in good order and replaced by the Contractor when damaged or defective.
2. **Chainsaws and Tree Felling**
* Chainsaws may only be used by operatives having adequate training, expertise and holding a Certificate of Competence awarded by; an appropriate and recognised training body. The Contractor shall provide copies of the relevant certificates to the Supervising Officer
	+ Operatives engaged on arboriculture/tree surgery shall have adequate training, expertise and hold a certificate of competence in this kind of work issued by a recognised testing body. The Contractor shall provide copies of the relevant certificates to the Supervising Officer

The standards of training of operatives, use and maintenance of equipment, and methods of working in respect of pesticide applications, chainsaws, tree felling, thinning, coppicing, shrub clearance and tree surgery shall be at least equal to that described in the latest Approved Code of Practice or other industry advisory and guidance literature for example published by the Health and Safety Executive, and by the Forestry Safety Council, Forestry Commission, 231 Corstophine Road, Edinburgh, EH12 7AT.

1. **CONFIDENTIALITY**

The Contractor, its employees and agents at all times shall keep confidential and secret and shall not disclose to any person other than a person authorised by the Trust all information and other matters acquired by the Contractor in connection with the Contract.

1. **DATA PROTECTION**

The Contractors shall protect all personal data in accordance with the provisions and principles of the Data Protection Act 1984 and in particular shall ensue the reliability of staff having access to the data.

* 1. The Contractor shall indemnify the Trust, and the Secretary of state for health against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith made or brought by any person in respect of any loss, damage or distress caused to that person by the disclosure of any personal data by the Contractor, its servants or agents.
	2. “Personal Data” has the same meaning as in the Data Protection Act 1984, s.1(3).
1. **INDUCEMENT TO PURCHASE**

The Contractor shall not offer to any of the Trust’s officers or representatives as a variation of the condition of this Contract or as an agreement collateral to it, any advantage or inducement other than a cash discount for the benefit of the Trust against the Contract Price.

1. **EMERGENCY POWERS**

If, in the opinion of the Contract Administrator, any urgent measures shall become necessary during the progress of the execution of the work to obviate any risk or accident or failure, or if, by reason of the happening of any accident or failure, or other event in connection with the execution of the work, any remedial or other work or repair shall become urgently necessary for security, and the Contractor be unable or unwilling at once to carry out such measures or work or repair, the Trust may, by his own or other work people, carry out such measures or execute such work or repair as the Contract Administrator may consider necessary. If the measures carried out or the work or the repair so executed by the Trust shall be such as the Contractor is liable under the Contract to carry out or execute at his own expense, all costs and expenses to incurred by the Trust shall be recoverable from the Contractor.

1. **USE OF SITE**
	1. The Contractor shall not use the site for any purpose other than that of carrying out the work.
	2. The Contractor shall prevent any trespass or nuisance on any adjoining owner’s property, by persons under his control including his servants, agents and sub-contractors.
	3. The Contractor shall take all reasonable precautions during the progress of the work to prevent any damage to trees or plants or other installations, or adjoining property or public or private roadways, paths or drives and to prevent his rubbish, debris, etc. collecting thereon.
	4. The Contractor shall regulate the character of his transport and so operate it as to ensure that no damage beyond fair wear and tear is occasioned thereby and shall comply with any regulations as to routes to be traversed, and limitations on weights, speeds and class of vehicles.
	5. Works to be carried out on occupied sites shall proceed so as to cause the minimum of inconvenience and nuisance to the occupiers and/or users.
	6. The Contractor must maintain and protect public and private carriageways, footways, kerbs, pipes, ducts, sewers, service mains, overhead cables etc., and keep approach to site clear of mud throughout the duration of the Contract, and make good or pay for the reinstatement of any damage caused thereto, directly or indirectly by the execution of the works.
	7. The Contractor must allow for taking all reasonable precautions to ensure the efficient protection of all streams and waterways against pollution arising out of or by reason of execution of works.
	8. The Contractor will report to the Maintenance Department to obtain vehicle passes and register that they are on site. On completion of work they will de-register.

## TOOLS AND MACHINES

1. The Contractor shall provide all tools and machines for the execution of the work. The whole of the Contractor’s tools and machines shall be in good order and condition, properly set and suitable for the operations to be performed.
2. The Contractor must insure all tools brought on to and deposited on site against loss or damage however caused.

1. **NOISE CONTROL**
2. The Contractor shall ensure that all measures are taken to control the noise levels produced by his operations on site required under or by virtue of any enactment, regulation or Codes of Practice or by the working rules of any industry.
3. The Contractor’s attention is drawn, in particular, to Part III of the Control of Pollution Act 1974, and any Regulations made or Codes of Practice approved thereunder.
	1. **Other legislation**

The Contractor’s attention is drawn to the following Acts and Regulations since they are pertinent to the Works.

However **it is the responsibility of the Contractor to ensure that he is aware of all relevant legislation.**

1. **Construction (Design and Management) Regulations 1994**

 The Contractor is reminded of his responsibilities under the Construction (Design and Management) Regulations 1994. The Contractor shall ensure that he is fully conversant with the Approved Code of Practice (L54) issued by the Health and Safety Commission "Managing Construction for Health and Safety" HMSO 1995.

1. **Construction (Health, Safety and Welfare) Regulations 1996**

 The Contractor shall comply with the requirements of the Construction (Health, Safety and Welfare) Regulations 1996.

1. **Control of pollution Act 1974: Noise**

 The Contractor’s attention is drawn Part III of the Act in connection with the Control of Noise. The use of portable radios, tapes or CD players shall not be permitted with the area of the Works.

 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 this Act. The Contractor should note that generally the surrounding properties are occupied and that he is to cause the absolute minimum of nuisance and inconvenience to the occupiers.

1. **C.O.S.H.H. Regulations**

 The Contractor shall comply with the Control of Substances Hazardous to Health Regulations 1994 insofar as they apply to substances used on or about the Works to which this Contract relates.

1. **The Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations 1991 and Removal of Arisings off site**

 The Contractor should note that it is an offence to transport controlled waste in the course of business or for profit if the carrier is not registered. It is the responsibility of the Contractor to satisfy himself as to the requirements of these regulations and allow in his price for the effect of this compliance on the execution of this Contract. The Employer reserves the right to ask for and inspect evidence of registration at any time during the period of this Contract. The Contractor will produce such evidence on demand.

1. The Contractor shall make his own arrangements for the collection and tipping of rubbish and arisings from the Contract. All rubbish and arisings are to be disposed of at a registered tip by ‘bona-fide’ carriers. Any expenses incurred shall be the responsibility of the Contractor.
2. No unauthorised tipping shall be carried out by the Contractor within the contract area or in any other place. Should it be shown to the satisfaction of the Supervising Officer that any spoil, rubbish, surplus material and the like have been deposited the Contractor will be held responsible for clearing away such deposits in accordance with the requirements of this contract, at his own cost.
	1. **Existing Services**

a The Contractor shall maintain existing services, drains and sewers at all times, and shall satisfy himself as to the exact position of all statutory undertaker's and other publicly and privately owned services and supplies affected by the Works.

b Prior to any excavations, the Contractor shall ascertain the levels and positions of existing services and, if necessary, excavations shall be hand-dug if close to services.

c If services are exposed by excavation, or drainage work crosses the line of a service, the Supervising Officer and the Service Authority shall be notified.

1. **Traffic Safety and Management**

a When carrying out Works on, or adjacent to, highways open to vehicles, the Contractor shall take into account the recommendations of the joint report of the County Surveyors' Society/ Department of Transport publication "Safety at Roadworks: Notes for Guidance".

1. **Maintenance of Water Courses and Water Pollution**

a The Contractor shall keep open and free from obstruction all rivers, streams, watercourses, drains, drainage channels and sewers, on or adjacent to the Site.

b The Contractor shall ensure that no pollution of any watercourse or pool, occurs during the course of the Works, and shall indemnify the Employer against all claims and demands which may be made against them in respect of any such pollution.

1. **Interference with Land Interests**

 The Contractor shall confine his operations within the Site, or such other areas of land as may be negotiated, and shall ensure his employees do not trespass. The Contractor will be held liable for any damage or nuisance on adjoining properties arising from the execution of the Works.

1. **British Standards and Codes of Practice**

 All Works shall be carried out in accordance with the relevant British Standards and Codes of Practice except where there is a discrepancy, or conflict with the Specification in this document. In these circumstances, the Specification shall overrule the British Standard, or Code of Practice.

1. **OPERATION OF THE WORKS AND SITE**
	1. **Use of Site**

The Contractor shall not use the Site for any purpose other than that of carrying out the Works and he shall obtain the approval of the Supervising Officer for the siting and storage of materials and equipment.

1. **Roads, Footpaths and Services**
	* Existing footpaths, roads, parking areas and private property shall be kept unobstructed and in a clean condition at all times. Temporary storage on roads shall not be permitted.
	* The Contractor shall not interfere with the operation of any services, and shall ascertain and locate the position of all services before commencing groundworks.
	* Any damage caused by the Contractor during the course of the Works, to roads, footpaths, parking areas, fences, drains, kerbs or any other artefact shall be rectified, repaired or made good to the satisfaction of the Supervising Officer within the Contract Period at the Contractor's cost.
		1. **Temporary Roads, Pavings and Cross-Overs**

The Contractor shall provide and maintain for his own use all temporary roads, cross-overs, rails and sleeper tracks and paths necessary for the execution of the Works, including all notices and paying all charges in connection therewith and clear away when no longer required and make good ground and works disturbed. This requirement shall be deemed to cover existing ditches on site and in those instances due allowance shall be made for maintaining the flow of water at all times.

1. **Footpath Crossings**

The Contractor is to avoid travelling on existing footpaths at all times during the course of the Works. When it is necessary to cross paths or pavings to obtain access to parts of the Site, the Contractor shall provide crossings to the satisfaction of the Supervising Officer. These crossings will be of sufficient standard to provide full protection to the path and will be clearly marked as such to minimise disturbance and danger to pedestrians. Any damage to paths or pavings shall be repaired by the Contractor to the satisfaction of the Supervising Officer. All footpaths within the Site Boundary shall be kept open during the execution of the Works and adequate precautions shall be taken at all times to ensure the safety of members of the public using paths.

1. **Setting Out**

 Setting out and pegging is to be the responsibility of the Contractor, using the drawings provided by the Supervising Officer.

1. **Protection and Marking of the Works for Public Safety**

 If the Site(s) are open to the public the Contractor shall make due allowance to protect all new Works and stored materials, and to mark with tape, temporary fencing, lights or signs any element of the Works which may be dangerous or unduly inconvenient to the public at all times. Whilst on site all protective fencing, lighting or signage shall be maintained by the Contractor. The Contractor shall ensure that at all times, when the Site is not supervised, that any loose materials shall be removed to prevent damage by third parties to adjoining private property.

1. **Protection of the Works**

 The Contractor shall protect the whole of the Works and keep the Works clean and free from damage during the execution thereof. All protective casings or coverings shall be cleared away on completion and any damage to the finished work made good.

1. **Appearance, Clearance and Maintenance of Site**
	* The Site, its approaches and its surrounds shall at all times be kept in a clean and tidy condition and all rubbish shall be cleared as work proceeds.
	* The Contractor shall be responsible for the maintenance of all areas within the Contract boundary throughout the Contract Period.
	* On completion of the Works the Site shall be left in a clean and tidy condition throughout its extent and any disturbed areas reinstated to the satisfaction of the Supervising Officer.
		1. **Removing Rubbish and Cleaning**

The Contractor will be responsible for the collection and removal from site of **all** arisings, litter and other debris after each visit.

Failure to do so may result in the Employer organising the removal of such material and recovering the cost of this work from the Contractor.

All such items are to be disposed of by the contractor in an environmentally responsible manner with as much of the material as possible to be recycled. None recyclable items must be disposed off at appropriate registered waste stations

1. **Cleaning of Wheels**

 The Contractor shall provide for the cleaning of wheels and undersides of vehicles to avoid dropping of soil on both adopted and unadopted highways.

 Access points to and routes from Site are indicated on the Contract Drawings and Location Plans and may be subject to agreement with the highways authority. The Contractor shall not deviate from the access points and routes off-site specified by the Supervising Officer.

1. **Work Equipment**

The Contractor is to allow for all the necessary plant, tools etc, for the due performance of the Works and he is to carry out and thoroughly complete each and every section of the whole Works to the satisfaction of the Supervising Officer.

1. **Vehicle and Work Equipment Operation**

The Contractor's drivers/ operators of all machinery and plant shall at all times act in accordance with the relevant Codes of Practice, and be appropriately trained and qualified. Evidence of such training and competence shall be provided as requested by the Supervising Officer. **All Contractors and Sub-contractors' vehicles are to indicate the name and address of the Contractor.**

1. **Smoking**

The NHS has a no smoking policy on all its sites. The Contractor and all his staff shall comply with this policy.

1. **Protective Clothing**

The Contractor must provide and maintain all necessary protective clothing and safety equipment for the work people and site staff.

1. **Works adjacent ventilation air intakes and open windows and stray arisings**

In addition to all other requirements of this contract the contractor shall take particular care to ensure that no chemicals, arisings or other materials whatsoever are drawn in to ventilation air intakes or open windows etc. or allowed to stray from their intended target areas to deposit on other property including vehicles.

**35. Water Supply**

a The Contractor shall provide clean fresh water for the execution of the Works, together with all necessary temporary receptacles and plumbing, alter supply as required and clear away on completion and make good all work disturbed and pay all costs and charges in connection therewith.

b The Contractor should note that hydrants may not be available for watering purposes. The Contractor shall provide his own hosepipes, bowsers and other materials and equipment necessary to carry out watering in a satisfactory manner. The Contractor must consult the appropriate water supply company for necessary permissions for water supply and pay any charges due.

**36. Use of Hydrants**

1. All standpipes must be fitted with double check valves, or alternatively, appropriate standpipes may be hired from the appropriate water company.
2. Hoses must be fixed a minimum of 50mm above the rim of any mixing vat, and not inserted into any mixing container.
3. The Contractor must inform his employees of the dangers of back-siphonage and the precautions which are to be taken to minimise the risk.
4. The Contractor must inform the water company of their activities in advance of the use of hydrants.
5. Hydrants must be opened and closed slowly so as to reduce the risk of disturbance to deposits.
6. Hydrants are to be left closed and not leaking.
7. Failure to comply with these conditions may result in the confiscation of illegal equipment and withdrawal of the concession to draw water direct from the mains supply.

**36. Materials Arising**

Material of any kind obtained from any excavations, other than waste materials, shall remain the property of the Employer.

**37. Existing Trees and Shrubs**

The Contractor shall replace any trees or shrubs damaged or removed without prior approval with trees or shrubs of similar maturity and character.

**38. Existing Grass Swards**

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

**39. Attendance**

During the maintenance period, the Contractor shall attend site on a monthly basis for the first year and then every three months thereafter. Date and time should be agreed with the Supervising Officer. He shall inspect the Sites in the presence of the Supervising Officer, with respect to maintenance completed and any additional work required.

1. **Advertising**

a The Contractor shall not display advertisements on the sites nor permit advertisements to be displayed without the written permission of the Supervising Officer.

b The Contractor shall provide ID cards to all operatives who may be present on Trust sites. THE EMPLOYER may provide unfixed Inconvenience Notice Boards to the Contractor for use on site. These will give details of both THE EMPLOYER and the Contractor's address and telephone number, and are to be placed in safe, supervised locations on site whenever, in the Employer's opinion, significant works are to take place in prominent, busy or constrained locations, where the works will last longer than only a few minutes.

1. **CONDITIONS AFFECTING EXECUTION OF THE WORK**

 The Contractor shall be deemed to have acquainted himself with all conditions likely to affect the execution of the work, including safety and other regulations in force on the sites and any requirements of local authorities and public utilities. No claim for additional payment shall be allowed on the grounds of any misunderstanding or misinterpretation due to lack of knowledge of these conditions, regulations and requirements.

1. **VARIATION OF SERVICE**

Subject to the provisions of the Contract, the Contractor shall carry out, at the time or times indicated, the work detailed in the Schedule of Work for the number of occasions specified and applicable to the sites named in the Schedule or Prices and on such other occasions specially ordered by the Trust.

1. **CONTRACT LABOUR, STAFFING AND PERSONNEL**
2. The Contractor shall supply all the supervision and grades of labour necessary to execute the work in a workmanlike manner.

 The NHS Employment Check standards apply to all contractors, the standard relates to identity, right to work, professional registration and qualification, employment history and reference, criminal record and barring and work health assessments.

 The Trust reserves the right to audit and monitor the potential bidder to ensure they comply with these standards.

1. The Contractor must carry out everything necessary for the proper execution of the works, whether or not shown on the drawing or described in the specification, provided same may reasonably be referred there from.
2. The Contractor must allow for all off and on site management including the foreman in charge on site referred to as a Contractor’s Representative.
	1. Labour considered by the Trust’s Authorised Officer to be unsuitable for the work on which it is employed, shall be taken off the site and replaced with suitable labour.
3. **ARBITRATION**

## Any dispute relating to the subject matter of this contract and the rights duties or liabilities of the parties under this contract shall first be discussed informally between the Contract Manager and the trust’s Authorised Officer at the first Contract Meeting following the dispute

## Where such a dispute cannot be resolved between the Contract Manager and the trust’s Authorised Officer at the Contract Meeting it shall be referred in writing by either party (in the first instance) to the Chief Executive of the trust and the [board of directors of the Contractor respectively].

* + 1. If, pursuant to the above clause, they are unable to resolve such dispute within one month of any such referral then either party shall be entitled to refer any unresolved dispute relating to the calculation of the Contract Price to a single arbiter acting as an expert agreed by both parties (to be appointed in the absence of agreement on the application of either party by the President for the time being of the Law Society). In respect of other disputes the parties shall consider in good faith whether and how such dispute shall be referred to alternative dispute resolution prior to recourse to the Courts.
1. **LAW**

The Contract shall be governed by, and construed to the law of England and Wales

**SECTION 3**

**SCHEDULE OF MAINTENANCE WORKS**

All work is to be carried out in the best possible manner to industry best practice and executed by workmen suitably trained and qualified to carry out their particular trade.

The following maintenance schedules are intended as minimum guidance only – particularly for frequencies. Tenderers are to note that this contract requires to allow whatever visits are required to achieve the required standards.**MAINTENANCE CLEARANCE**

1. **GRASSED GENERAL AREAS**

 **General Requirements for Each Mowing Operation**

 3.1.1. **Litter Collection:** Prior to **each** cut, remove all rubbish and debris or fallen leaves/branches from the grass before mowing. All arisings, litter and other debris to be removed from site.

 3.1.2. **Grass Cutting Machines:** Must be of an appropriate type, well maintained and correctly adjusted to give a clean even cut without damaging the grass.

 3.1.3. **Edges and Obstructions:** During **each** cut trim all grass edges, mowing strips around the base of trees, street lights, signs, manholes, walls, fences and other obstructions. All arisings, litter and other debris to be removed from site.

 3.1.4. **Adjoining Hard Areas:** During **each** cut sweep all adjoining hard areas clear of cuttings and remove from site.

3.2. **Mow Medium Turf Areas:** Throughout the year the height of growth must not exceed 50mm at any time. Cut to a height of 25mm and remove all arisings. This operation includes litter collection, trimming edges and obstructions and sweeping adjoining hard areas. All arisings, litter and other debris to be removed from site.

3.3. **Mow Rough Grass Areas:** Throughout the year the height of growth must not exceed 150mm at any time. Cut to a height of 75mm. N.B. This operation includes litter collection, trimming edges and obstructions and sweeping adjoining hard areas. All items must be removed from site. All arisings, litter and other debris to be removed from site.

3.4. **Re-forming Grass Edges:** Re-form edges abutting paths, kerbs, mowing strips, shrub and flower beds with a suitable edging tool, once during the winter. All arisings, litter and other debris to be removed from site.

3.5 **Strimming of Long Grass:** Areas marked ‘strim’ on the contract drawing (or as indicated in the Tender document) shall be strimmed as required to control growth to a height of less than 300mm. All brambles, arisings, litter and other debris are to be removed from site.

**4.1.0 SHRUBS**

1. **Objectives**

**Maintenance of individual shrubs and shrub beds is expected to maintain the health and shape of the shrubs and keep shrub beds neatly edged in a clean, weed and litter free state throughout the year. Where shrubs are close to buildings, their height is to be controlled so as to avoid obstruction of natural light. Where shrubs overhang footpaths or roadways, (both internal and public) they should be maintained in such a condition so as not to provide an obstruction. A proportion of shrubs may be replaced each year to maintain a vigorous and healthy stock of shrubs - subject to instructions by the Authorised Officer. It is expected that these will be chosen in order to improve biodiversity, e.g. fruit or flower bearing, native and to use minimal water.**

1. **Maintenance**

 i) **Weed and Litter Removal**

 a) All permanent shrub planted areas are to be kept cleared of weeds, litter and debris. Weeds to be removed by either hand, hoe or fork as required. Care will be taken not to disturb the shrub roots and to avoid excessive treading of the bed surface. All arisings, litter and other debris to be removed from site.

 b) Thereafter, the beds will be cleared of weeds, litter and debris as required to meet the as objectives as outlined above.

 ii) **Forking**

 When required all unmulched beds will be forked over to a depth of 75mm in order to maintain a high standard of appearance. Care will be taken not to disturb the roots and avoid treading of the bed surface.

 iii) **Weedkilling**

 All beds requiring the application of a weed-killer, used as a last resort, will be treated with an approved residual herbicide, applied at the manufacturer's recommended rate. This will be carried out during the first routine maintenance following all other required operations.

1. **Pruning**

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

 Pruning of individual shrubs will be carried out in accordance with one of the following pruning instructions as detailed on the Pruning Schedule below:

 a) No pruning required other than light shaping and removal of dead or diseased wood. Shaping will be carried out in later Spring and remaining pruning carried out when required.

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

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

 d) In February or March cut back previous season's wood to within two or three buds of the old wood.

1. **Pruning Schedule**

 The following represent general guidelines for pruning. The Contractor must note that methods of pruning will differ for species and cultivars within Genera. Where there is doubt about the appropriate method the Contractor will consult with the Authorised Officer who will advise accordingly. Where shrubs have been incorrectly pruned, the Contractor will be expected to make good and carry out remedial pruning, or replace the plant as deemed necessary by the Authorised Officer. Replacement/Remedial work, other than that resulting from acts of vandalism or theft will be carried out at the Contractors expense. Acts of vandalism or theft should be reported to the Authorised Officer as soon as possible.

**PRUNING SCHEDULE**

**List Shrub species Pruning instruction**

Amelanchier B

Arbutus A

Artemisia D

Aucuba A

Berberis A

Budleia D

Ceanothus A

Choisya A

Cistus A

Cornus D

Cotinus A

Cotoneaster A

Cytisus A

Elaeagnus A

Escallonia A

Euonymus A

Fatsia A

Forysthia B

Fuchsia D

Genista A

Griselinia A

Hamamelis A

Hebe A

Hippophae A

Hydrangea (Dead head after flowering) E

Hypericum A

Ilex A

Kerria B

Kolkwitzia C

Lavendula D

Ligustrum A

Lonicera A

Mahonia A

Olearia A

Osmanthus A

Pachysandra A

Pernettya A

Perovskia C

Pittosporum A

Potentilla A

Prunus A

Pyracantha A

Rhododendron A

Rhus A

Ribes (Except R sanguineum) D(B)

Rosmarinus B

Rubus D

Ruta D

Salix D

Salvia D

Sambucus D

Santonlina D

Sarcococca A

Senecio A

Skimmia A

Spiraea B

Symphoricarpus A

Syringa A

Viburnum A

Vinca A

1. **Climbing Shrubs**

 i) **Tying in:** During the pruning operation, detached or straggling climbing shrubs shall be tied in to the adjacent support using black coated 1.00mm gauge steel wire.

ii) **Damage:** Report to the Authorised Officer locations where repairs or additions are needed to existing supporting wires or frames.

1. **Planting**
2. **General:** Any re-planting of shrubs will be as directed by the Authorised Officer. All work specified in this section will be carried out in accordance with BS 4428, General Landscape Operations, Section 7 and 8 and BS 3936 (Nursery Stock).

 ii) **Origin:** Plants must be obtained from a source approved by the Authorised Officer. They must be obtained from nurseries where they will have been growing for at least one year, immediately preceding the time of supply, in climatic conditions substantially similar to those prevailing in the planting site. In good time before planting the Authorised Officer may wish to inspect in the nursery, or as agreed, a selection of all plant material for approval. All plant material subsequently delivered to the site will be of the same standard in all respects as those approved.

iii) **Conditions:** Where applicable the shrubs will comply in all respects with Section One of BS 3936, Part One. All plants will have good fibrous root systems, carefully preserved in good condition when lifted from the nursery and adequately protected in transit. On delivery to the site, trees and shrubs will be free from pests and disease and materially undamaged.

iv) **Time of Planting:** Unless otherwise agreed, planting will take place during favourable weather conditions; i.e. dull, moist and mild without undue risk of frost or drying winds, in the dormant season which will generally be from the last week in October to the first in April, inclusive.

 v) **Temporary Storage:** Upon arrival on site, shrubs will be planted in their respective positions without delay. On no account will roots be allowed to dry out. Planting will not take place during periods of frosty weather, cold winds, or when the ground is excessively wet.

 vi) **Cultivation**

a) All weeds on areas to be planted must be cleared prior to being cultivated. All weeds to be removed from site and disposed of as indicated in this specification.

 b) Top soil to be cultivated to a depth of 200mm (300mm for new schemes) in areas to be planted with shrubs or groundcover, using cultivators, rotovators or similar approved equipment (taking care not to bring up the subsoil) to provide a medium or fine tilth. Cultivation by hand to the same standard will be carried out where machinery cannot be used.

 c) The soil will only be worked in reasonable weather conditions and not in conditions that could result in serious damage to the soil structure. All stones, builders rubbish, weeds, roots or other deleterious matter over 50mm diameter in any direction which are brought to the surface, are to be removed from site and disposed of responsibly at an appropriate registered waste station.

d) The beds for all shrubs will be cultivated as previously described. All planting areas are to be top-dressed with 70g/m2 of bone meal and/or 70g/m2 of organic fertiliser, or similar approved by the Authorised Officer, raked into the surface. (Fertiliser dressings to be approved by the Authorised Officer).

e) Any compaction of the areas following these operations to be removed by re-cultivation.

vii) **Planting**

1. Positions of shrubs to be planted will be marked out in accordance with the planting plan or as specified.
2. Planting holes will be excavated 150mm wider than the root spread and the bottom of the pit must be well forked to improve drainage. Each planting pit shall be well watered immediately prior to planting. Polythene and other non-perishable containers to be removed and any badly damaged roots carefully pruned.

 Each shrub will be placed upright in the centre of a hole large enough to accommodate the roots without restriction or damage. Shrubs will be set at nursery level with due allowance for settlement. The hole will be backfilled to half its depth and firmed by treading. Care will be taken not to crush the root ball. The remainder of the soil will be returned and again firmed by treading.

viii) Mulching: On completion of planting the planted area is to be mulched to 50mm. The soil and the mulch shall be thoroughly wetted prior to application. Also prior to application a complete clearing through and weeding of shrub beds shall be carried out, leaving the soil weed-free, smooth and conforming to acceptable finished levels.

 a) Planted areas, planted with pot or container grown plants during the Summer, shall be treated as above immediately after planting.

 b) After planting is completed, or at the end of each day, whichever is sooner, all debris arising from the planting to be removed from the site. Surrounding hard surface and grass areas will be cleared of soil and other arisings.

1. **Replacement Planting**: The Contractor will be responsible for the maintenance of all newly planted shrubs.

Up to one year after planting, the Contractor will be required to replace all dead, dying or otherwise unsatisfactory plants with a similar species and in the same manner as detailed above. Vandalised or stolen plants must be reported to the Authorised Officer who will issue a note for additional work to replace the damaged or dead plants, should it be required.

1. **Refuge Shrubs**

4.2.1. **Objective:** **This regime maintains a diverse shrubbery which acts as a screen to buildings and as a wildlife resource, but with minimal maintenance. Where shrubs are close to buildings, their height is to be controlled so as to avoid obstruction of natural light. Where shrubs overhang footpaths or roadways, (both internal and public) they should be maintained in such a condition so as not to provide an obstruction.**

4.2.2. **Maintenance**

i) **Weed and Litter Removal**

 All permanent shrub planted areas will be clear of weeds, litter and debris. Weeds to be removed by either hand, hoe or fork as required. All dead herbage, weeds, arisings, litter and other debris shall be removed from the site.

ii) **Forking Over Visible Soil**

 After weed and litter removal all visible soil will be lightly forked over to a depth of 75mm in order to maintain a high standard of appearance. Care will be taken not to disturb the roots and to avoid excessive treading of the bed surface.

iii) **Weedkilling**

b) Keep all visible soil free of weeds throughout the year, using spot applications of weed-killer as a last resort.

 All dead herbage, weeds and other debris shall be removed from the site.

iv) **Pruning**

 Prune in winter to remove all dead and diseased wood and to cut back any plants overhanging paths, roads and lawns or otherwise causing an obstruction, to meet the objective outlined above.

v) **Replacement Planting**

 The Contractor may be required to carry out replacement planting of selected shrubs, as directed by the Authorised Officer. Any such planting will be carried out according to the Specification described in Section 4.1.5. Newly planted shrubs will be maintained according to the specifications described in Sections 4.1.2. to 4.1.4. inclusive.

vi) **Coppicing Existing Planting**

 The Contractor may be required to coppice large selected shrubs, mature Rhododendrons, and the like, as directed by the Authorised Officer. This shall be done in accordance with good horticultural practice to promote regeneration.

1. **HEDGES**
2. **General**
3. **Objective**

 **Regularly clip the hedge to maintain a uniform and tidy appearance (according to the type of hedge and situation) and a well developed cover over the whole of the hedge surface.**

 **Regularly mow, or otherwise control, any weed or grass growth at the base of the hedge so that it does not detract from the overall appearance.**

1. **Cutting Equipment**

 The Contractor will use sharp secateurs, shears or mechanical cutters according to the type and location of the hedge:

 - shears and secateurs for large leafed species, e.g. holly, laurel;

* mechanical cutters can be used for smaller leafed species, e.g. holly, laurel;
* hand shears should be used for hedges straddling fences.
1. **Method of Cutting**

**Unless otherwise stated, current growth to be removed back to the old wood, and the hedge will be pruned back to the same height, width and general shape as existed at the completion of the last approved trimming or as specified by the Authorised Officer. Remove any arisings lodged in the hedge and rake up and remove all arisings each** day.

1. **Frequency of Cutting**

The frequency of operations will be carried out to suit the species and position of the hedge and meet the objective as outlined above. As a guideline:-

 a) Formal privet and cotoneaster hedges:

 Two cuts per year or more subject to instruction:

b) Other hedges:

 Two cuts per year - or less subject to instruction:

1. hawthorn boundary hedges - One cut autumn/winter.
2. holly, beech, thuja, yew, Leyland cypress;
3. Lawson cypress;

One cut per year in Spring

1. **Hedge Bases**

The Contractor will be required to maintain the base of the hedge in a clean and tidy manner. Unless otherwise stated, the width of hedge bases will equal the width of the hedge bottom:

a) Weeds, litter and debris to be removed from the hedge base in Spring, once in Autumn and each time the hedge is trimmed.

1. After removal of weeds and debris in Spring, a residual weed-killer approved by the Authorised Officer will be applied. Any weed, bramble etc occurring thereafter shall be removed by digging or cutting to the ground.
2. **TREES**

 4.4.1. **Objectives**

 **To maintain the health and safety of trees and to plant and maintain newly planted trees as directed by the Authorised Officer.**

 4.4.2. **Inspections**

a) On four occasions per year, in the months of February, May, August and November, inspect all trees outside the designated woodland areas for damage to the trees, stakes and/or ties where appropriate. Carry out any work arising out of the inspections as specified in paragraphs 4.4.2. i) to 4.4.2. iv) below.

b) Any damage, disease and/or occurrence of fungi on or around the trees should be reported immediately to the Authorised Officer.

i) **Stakes**

a) Check all tree stakes for looseness, breaks and decay and replace as necessary. If any tree with a defective stake has grown sufficiently to be self-supporting, inform the Authorised Officer. If so instructed, remove the stake and ties, taking care to avoid damage to the tree and its roots, and fill the post hole with lightly compacted soil. All debris should be removed from the site and disposed of in an approved manner.

b) Replacement stakes to be 75mm diameter peeled softwood poles without projections and pointed at the base, extending to 1/3rd tree height when driven into the ground and pressure treated with approved preservative to 8.5kg/m3 minimum net dry salt retention. Drive the pole into the existing post hole and wedge as necessary to make secure. Refix or replace tree ties as appropriate, allowing for growth since planting.

ii) **Ties**

1. Adjust and refix ties as necessary to make secure, allowing for stem growth and preventing chafing. Where chafing has occurred, reposition the tie(s) or replace with an approved type to prevent further chafing. Where chafing has been so severe as to damage the health of the tree, advise the Authorised Officer as soon as possible.
2. Replace damaged or missing ties (there should be not less than two no. ties with pads or spacers per stake). Replacement ties to be of approved rubber or plastic manufacture, and of the following widths:

- extra heavy and heavy standard trees: 40mm

- standard and feathered trees: 25mm

c) Remove redundant tapes, tags, ties, labels and other encumbrances and dispose of the debris in an approved manner.

 iii) **Re-firming**

Ensure that all trees remain firmly bedded in the ground after strong winds, frost heave and other disturbances. Re-firm by treading around the base. Any ‘collars’ of compacted soil created at the base of the trunk by tree movement should be broken up, taking care not to harm the tree and its roots, and backfilled with soil where necessary and re-firmed.

iv) **Pruning of Damaged Branches**

1. The Contractor will not be expected to carry out major tree surgery as part of the maintenance. However, pruning and clearing of damaged branches which can be safely reached by an operator standing on the ground will be expected to be undertaken. Any additional tree surgery will be carried out following instruction from the Authorised Officer.
2. Damaged branches to be removed to their point of origin using the ‘triple cut’ method to avoid tearing the bark of the tree. The final cut will not leave a branch stump but will not be cut closer than the branch ‘collar’ if taken off at a main limb or on the bole.
3. Unless otherwise specified by the Authorised Officer, cut branches shall not be treated with sealants.
4. All wood and debris arising from pruning or from fallen branches shall be cut to a manageable size. All arisings to be collected and removed from the site disposed of in an environmentally responsible manner with as much of the material as possible to be recycled. None recyclable items must be disposed off at appropriate registered waste stations

V) **Pollarding**

Pollarding is the pruning method of a tree to inhibit its growth over a predetermined size. We would require this to be carried out on an annual basis.

4.4.3. **Maintenance**

1. **Weed and Litter Control:** for trees planted in hard surface areas, maintain the area of soil around the trunk of the tree in a weed and litter free state.

ii) **Epicormic Growth**

 During the period May to June, the Contractor will remove from all trees any epicormic growth, to a height of 1.5m. Immediately after cutting, the Contractor will treat the trees with an approved growth regulator, in accordance with manufacturer’s recommendation.

iii) **Overhanging Branches**

 To clear and prune branches, where they overhang paths or roadways, (both internal and public) in a condition so as not to provide an obstruction.

4.4.4. **Emergency Work**

 Within three hours of receipt of instruction from the Authorised Officer, the Contractor will clear any fallen tree or branch, disposing of the timbers as directed by the Authorised Officer.

 4.4.5. **Planting**

i) On receipt of instruction from the Authorised Officer, the Contractor will plant replacements for dead or damaged trees. All work in this section will be carried out in accordance with BS 4428, General Landscape Operations, Section 7 and 8 and BS 3936 (Nursery Stock).

ii) **Origin:** Plants must be obtained from a source approved by the Authorised Officer. They must be obtained from nurseries where they will have been growing for at least one year, immediately preceding the time of supply, in climatic conditions substantially similar to those prevailing in the planting site.

 In good time before planting, the Authorised Officer may wish to inspect in the nursery, or as agreed, a selection of all plant material for approval. All plant material subsequently delivered to the site will be of the same standard in all respects as those approved.

iii) **Condition:** Where applicable the trees will comply in all respects with Section One of BS 3936, Part One. All plants will have good fibrous root systems, carefully preserved in good condition when lifted from the nursery and adequately protected in transit. On delivery to the site, trees and shrubs will be free from pests and disease and materially undamaged.

iv) **Time of planting:** Unless otherwise agreed, planting will take place during favourable weather conditions; i.e. dull, moist and mild without undue risk of frost or drying winds, in the dormant season which will generally be from the last week in October to the first of April.

 v) **Temporary storage:** Upon arrival on site the trees will be planted in their respective positions without delay. On no account will roots be allowed to dry out. Planting will not take place during periods of frosty weather, cold winds, or when the ground is excessively wet.

 vi) Planting:

* + 1. Positions of trees to be planted will be marked out in accordance with the planting plan or as specified by the Authorised Officer.

b) Planting holes will be excavated 200mm wider than the root spread and the bottom of the pit must be well forked to improve drainage. Each planting pit shall be well watered immediately prior to planting. Polythene and other non-perishable containers to be removed and any badly damaged roots carefully pruned.

Each tree will be placed upright in the centre of a hole large enough to accommodate the roots without restriction or damage. Trees will be set at nursery level with due allowance for settlement. The hole will be backfilled to half its depth and firmed by treading. Care will be taken not to crush the root ball. The remainder of the soil will be returned and again firmed by treading.

1. **Mulching:** On completion of planting, the planted area is to be mulched to 50mm. The soil and the mulch shall be thoroughly wetted prior to application.

d) After planting is completed, or at the end of each day, whichever is sooner, all debris arising from the planting to be removed from the site. Surrounding hard surface and grass areas will be cleared of soil and other arisings.

vii) **Replacement planting:** The Contractor will be responsible for the maintenance of all newly planted trees. Up to one year after planting the Contractor will be required to replace all dead, dying or other unsatisfactory plants with a similar species and in the same manner as detailed above. Vandalised or stolen plants will be reported to the Authorised Officer who will issue a note for additional work to replace the damaged or dead plants, should it be required.

1. **ROSES**

 4.5.1. **Objectives**

 **Maintain a free-flowering collection of healthy roses, substantially free from summer pests and diseases, in a weed and litter free border.**

 4.5.2. **Maintenance**

i) **Weed and Litter Removal**

All areas of permanent planting will be cleared of weeds, litter and debris to meet the objective outlined above. Weeds to be removed by either hand, hoe or fork as required. Care will be taken not to disturb the roots of plants in the bed surface. All arisings, litter and other debris to be removed from the site.

ii) **Forking**

All unmulched beds will be forked over to a depth of 75mm once every month throughout the growing season in order to maintain a high standard of appearance. Care will be taken not to disturb roots and to avoid excessive treading and compaction of the bed surface.

iv) **Dead Heading**

Remove all dead flowers within two weeks of petal fall (“dead head”), removing all cuttings from site and disposed of them in an environmentally responsible manner with as much of the material as possible to be recycled. None recyclable items must be disposed off at appropriate registered waste stations.

v) **Suckering**

Keep the borders substantially free of sucker growths (less than 5% of the plants to have sucker growths of more than 200mm high). Remove all suckers by cutting back level with the source stem or root.

vii) **Pruning**

Roses require a top prune in autumn to reduce the amount of foliage and hard pruning, the timing of which is dependent on the type of rose.

a) **Top Prune**

Top prune the roses to approximately 2/3 of their height in the autumn (November to December) and remove all cuttings from the site.

b) **Hard Pruning**

Pruning specifications depend on the type of rose planted. It is the responsibility of the Contractor to clarify with the Authorised Officer the type of roses to be maintained and then to apply the correct pruning regime.

All pruning will be to an outward facing bud using sharp secateurs, either by-pass or parrot secateurs. Regardless of the type of rose, all dead, damaged and diseased wood to be removed during pruning. All arisings to be collected and removed from the site disposed of in an environmentally responsible manner with as much of the material as possible to be recycled. None recyclable items must be disposed off at appropriate registered waste stations.

**Specimen Shrubs**

Shrub roses should be pruned according to their flowering habit:

a) flowering on previous year’s growth, prune immediately after flowering.

b) flowering on current year’s growth, prune in early spring just as growth is beginning to start.

**Display Roses**

a) **Hybrid Teas:** just as growth starts in early spring, prune back to four or six buds on thicker stems and two or four buds on less vigorous shoots.

b) **Floribundas:** prune back just as growth starts in early spring to six to eight buds on thicker stems and to four to six buds on less vigorous stems.

c) **Ramblers:** as soon as flowering is completed (July or August) the long whippy stems which have borne the flowers on short side growths will be cut to ground level. However, if there are insufficient developing branches to bear next year’s growth (smooth unbranced shoots) retain some of the flowering stems, but prune the side shoots which have just flowered back to two or three shoots.

**Climbing Roses**

Prune in late February or early March,

taking out all dead, weak and exhausted wood and prune the flowering side shoots to within two or three shoots of the lateral branches on which they are borne.

**Newly Planted Roses**

Most **shrub roses** will not require pruning for the first twelve months until they have become properly established. Thereafter they should be pruned as specified in Section 4.5.2. vii).

**Display Roses:** should be hard pruned in the early spring following planting.

**Hybrid Tea Roses:** should have weak growth removed, and the remainder cut back to within two or three buds of the base.

**Floribundas:** should have weak growth removed and the remainder cut back to three or five buds of the base.

**Ramblers and Climbers:** should be pruned to within twelve to eighteen inches (30-45cm) off ground level for stronger stems. Weaker stems should be cut back to three or four inches (7-10cm) from the ground level.

viii) **Inspection and Replacement of Stock**

The Contractor will inspect Rose Beds once per year during the month of November and will notify the Authorised Officer of the presence of dead plants. Such dead roses to be removed from the site for disposal and may be replaced by new stock subject to instruction by the Authorised Officer. All planting operations will follow the specifications described in section 4.1.5. above.

1. **HERBACEOUS BORDERS**

 4.6.1. **Objective**

 **Maintain the herbaceous border in an attractive and free-flowering state, with the plants supported as necessary to achieve their full flowering form and kept substantially free of weeds and litter, unattractive dead flowers, or diseased and damaged shoots. A proportion of the plants may be replaced each year to maintain a vigorous and healthy stock of plants subject to instruction by the Authorised Officer. These will be chosen in order to encourage biodiversity and to require minimal maintenance and watering.**

 4.6.2. **Maintenance**

i) **Weed and Litter Removal**

At the start of the growing season, hand hoe the visible soil surface to keep it free from weeds, removing all weeds and litter. Thereafter, remove weeds and litter as necessary to meet the objective as outlined above. All arisings to be collected and removed from the site disposed of in an environmentally responsible manner with as much of the material as possible to be recycled. None recyclable items must be disposed off at appropriate registered waste stations.

ii) **Dead-Heading**

Remove dead flower heads within two weeks of petal fall (unless the plants also have an attractive seed head). All arisings to be collected and removed from the site disposed of in an environmentally responsible manner with as much of the material as possible to be recycled. None recyclable items must be disposed off at appropriate registered waste stations

iii) **Staking**

 Regularly stake and tie, or support the growing plants, using pea sticks or canes so that the plants and flower heads are sufficiently stable in wind and rain.

 4.6.3. **Maintenance Planning**

a) All maintenance re-planting will be at the direction of the Authorised Officer. If the Contractor is required to carry out replanting the following specifications will apply (paragraph 4.6.3.c).

 b) Cut down and remove all dead shoots as soon as possible after the first autumn frosts. Lightly cultivate the soil, to a depth of at least 150mm to bury weeds and surface debris and break up surface compaction.

 c) Dig, divide and replant in accordance with good horticultural practice to maintain a full cover of plants throughout the border. Keep plants watered as necessary to maintain moist roots, and water in after planting.

 d) After cleaning and planting in the Autumn, fork over the soil, taking care not to cause undue disturbance to the plants and apply well rotted farmyard manure/compost to a depth of 25mm.

1. **BEDDING PLANTS**

4.7.1. **Planting**

 i) **General**

 Planting will take place on two occasions each year, once in autumn and once in spring, following planting plans provided by the Authorised Officer. All plants will be provided by the Contractor but must be obtained from an approved source and be of healthy and disease free stock. Plant species and varieties will be as agreed with the Authorised Officer.

 ii) **Clearing Beds**

 At the end of the flowering season, clear the previous season's bedding and remove all arisings.

 iii) **Digging Over**

 Dig the bed over to a depth of at least 250mm, removing all debris and weeds and leaving the soil surface with a fine tilth suitable for planting.

 iv) **Fertilising**

 Immediately after digging apply a 7:7:7 granular organic fertiliser or equivalent, as approved by the Authorised Officer, at 30g/m2. Lightly work it into the surface of the soil.

 v) **Planting**

 As soon as possible after clearing and cultivation, not more than three working days, plant up the border with the plants, bulbs or corms appropriate to the season and in accordance with good horticultural practice as specified by the Authorised Officer. Ensure that all plants are properly and neatly firmed and, if necessary, thoroughly moisten the soil to a depth of at least 150mm.

 4.7.2. **Maintenance**

 i) to v)  **Weed and Litter Removal, Dead-Heading, Staking**

 Throughout the growing season maintain the beds and plants in a clean, tidy and healthy state as specified in Sections 4.6.2. i) to 4.6.2. iv) above.

 vi) **Watering**

 Allow for watering as necessary throughout the year to maintain the health of the plants.

 Particular attention should be paid to all tubs and planters where watering will be required at frequent intervals.

 vii) **Winter Weeding**

 In addition, throughout the winter months regularly hand-hoe the surface soil to break the surface crust and remove weeds. Pick off and remove any dead or diseased leaves on the plants. In the early spring, cut back herbaceous perennials.