

**Cranbrook
Town Council**



Invitation to Tender

Management of the Country Park,
Public Open Spaces and Green Spaces

01 April 2019 - 31 March 2024

Cranbrook Town Council
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Introduction

The town of Cranbrook in Devon started being constructed in 2011 on land which used to be green fields. In November 2018, approximately 4,000 residents occupied approximately 1,800 dwellings; this figure is projected to rise to in excess of 20,000 residents occupying 8,000 dwellings by 2031. So far, infrastructure including roads, footpaths, cycleways, a district heating scheme, a bus service, train station, a multi-purpose building, retail space, nurseries, primary and secondary schools, a GP surgery as well as a pharmacy has been delivered.

Cranbrook Town Council ("the Council") came into being in May 2015 and has started to discharge its functions as a statutory local authority, representing the most local level of government. It has an important role in promoting the town, representing its interests and supporting the work of different groups in the community.

On 1 April 2018, the Council assumed responsibility for the maintenance of Phases 1 and 2 of the Country Park as well as other green and public open spaces in the town. This date forms a landmark in the history of the development of the town.

The Council is now inviting tenders to assume contractual responsibility from 1 April 2019 onwards in its obligation to ensure best value for public money. The Council is inviting tenders under the open procedure.

Tender Timetable

| Item | Date |
|---|-------------------------------------|
| Publication date of the contract notice and publication of tender documents | 12 October 2018 |
| Deadline for tender questions | 5 November 2018 |
| Deadline for submission of tenders | 23 November 2018 |
| Evaluation of tenders (including any clarification questions to tenders) | 26 November 2018 - 14 December 2018 |
| Notification to shortlisted applicants and invitation to presentation | 14 December 2018 |
| Presentation of shortlisted tenders to non-public Finance & Personnel Committee | 14 January 2019 |
| Recommendation to Council | 21 January 2019 |
| Notification to applicants | Week commencing 21 January 2019 |
| Contract commencing | 1 April 2019 |
| Date of completion of contract | 31 March 2024 |

1. Invitation to Tender

Cranbrook Town Council hereby invites tenders for carrying out of the following grounds maintenance:

- a) Phases 1 and 2 of the Country Park
- b) Phase 3 of the Country Park
- c) Hedgerows in Phases 1 and 2 of the development
- d) Along the Main Local Route (MLR) in Phases 1 and 2 of the development
- e) Nominated open spaces in Phases 1 and 2 of the development
- f) Hayes Square in Phase 1 of the development
- g) St Martin's Park in Phase 1 of the development
- h) Northwood Acres Play Area in Phase 2 of the development
- i) Allotments
- j) Sports Pitches
- k) Ecology Park
- l) General management

in accordance with the enclosed contract documents which comprise of:

- 1. Invitation to tender
- 2. Standard contract conditions
- 3. Schedule of works
- 4. Location plans
- 5. Tender form
- 6. Evaluation

During the contract term, a number of additional open spaces will be delivered and will be included in the management of the Country Park, public open spaces and green spaces contract, most notably:

in 2019

- m) Country Park Phase 3
- n) Greenways
- o) Urban parks and town squares
- p) Extension of the main local route
- q) Sports pitches

in 2020

- r) Ecology Park
- s) Urban parks and town squares
- t) Extension of the MLR

in 2021

- u) Greenways
- v) Urban parks and town squares
- w) Extension of the MLR

Prospective contractors must ensure that they are completely familiar with the nature and extent of the obligations to be accepted by them before submitting a tender. Before submitting a tender, any prospective contractor is advised, at his/her own discretion, to visit the sites to satisfy themselves as to the full extent of the contract specification. No claims arising from failure to do so will be accepted at a later date.

Any queries regarding the interpretation of any part of the contract documents should be addressed to the Town Clerk by 5 November 2018.

The prices submitted must indicate the rate for carrying out each element of the contract.

The tender shall be submitted only on the attached tender form.

If having examined the tender documents prospective contractors wish to submit a tender they should fully complete and return the tender form by 10:00am 23 November 2018 to

Cranbrook Town Council
Younghayes Centre
169 Younghayes Road
Cranbrook
Devon
EX5 7DR

Tender documents should be submitted in a sealed marked envelope.

Tenders received late will not be considered.

Prospective contractors should note that the Council is not bound to accept the lowest, or any, tender. The Council's decision is final and no correspondence will be entered into on the reasons why a tender has been rejected.

The successful tender together with the Council's written acceptance shall form a binding agreement in the terms of the contract documents.

Notes to Tenderers

a) Attention is drawn to the standard contract conditions and the tender form. These documents must be read in conjunction with the Specification of Works, Plans and Schedule of Works. Contractors are advised to carefully read all documentation.

b) The prices to be included in the tender form are to be the full inclusive value of the work described, including all profit, costs and expenses, inflation and all general risks, liabilities and obligations, but excluding VAT (if applicable). No application from the contractor to adjust the contract price during the contract period for the works priced as part of this document will be considered.

c) A price shall be inserted against each item on the tender form for each element of the contract tendered for.

d) No alteration to the text of the tender form is to be made by the contractor tendering. Should any alteration, amendment, note or addition be made, the same will not be recognised and the reading of the printed schedule will be adhered to.

e) Regular inspections will be carried out by the Council throughout the period of the contract to ensure the work is completed in accordance with the specification of works.

f) Invoices presented for payment must include a schedule of the works completed including the dates of the work.

g) Contractors are asked to contact the Clerk if any clarification is required.

2. Contract Conditions

Contract documents to be read as a whole

The contract documents listed in this document and any documents referred to therein shall be read as a whole but nothing contained in any of these shall override or modify the agreement in these conditions.

Officer

The Officer will be the Clerk.

Extent of Work

There are currently ten areas of work:

a) Phases 1 and 2 of the Country Park

The Country Park in Cranbrook is an area of green space in the heart of this new community which is being delivered in three phases with a nature reserve in Phase 1 Country Park. The Country Park falls within the flood plain of the local stream – the Cranny brook – from where the town gets its name, and also contains three drainage basins. The Country Park is subject to the Country Park Management Plan which sets out the habitat protection, creation and management approaches for the Park.

b) Phase 3 of the Country Park

Phase 3 of the Country Park is scheduled to be handed over during 2019-20.

c) Hedgerows in Phases 1 and 2 of the development

The Cranbrook Hedgebank Management Plans for Phases 1 and 2 set out the long-term landscape management approaches for the hedgebanks which form part of the green infrastructure framework in Cranbrook. They provide the first part of an evolving management plan to assist with the establishment of new hedgebanks and management of existing hedgebanks.

d) Along the Main Local Route (MLR) in Phases 1 and 2 of the development

The main local route (MLR) currently comprises of Younghayes Road, St Michael's Way, Tillhouse Road and Court Royal and any amenity grassland and trees along this route need managing and maintaining.

e) Open spaces in Phases 1 and 2 of the development

There are a number of small open spaces in the development which need managing and maintaining.

f) Hayes Square in Phase 1 of the development

Hayes Square is a small public open space north of the main local route (MLR) at Younghayes Road just east of Burrough Fields. It contains a play area.

g) St Martin's Park in Phase 1 of the development

St Martin's Park is adjacent to St Martin's Church of England Primary School in the heart of Phase 1 of the development and it comprises of a public open space, play area and multi-use games area (MUGA).

h) Northwood Acres Play Area in Phase 2 of the Development

The play area in Northwood Acres is the latest addition in the town's portfolio of public open spaces for children and families. It is situated just south of Tillhouse Road in Phase 2 of the development.

i) Allotments

Initially, 28 allotment plots are being delivered at land east of the Cranbrook Education Campus.

j) Sports Pitches

The Ingrams sports pitches comprise of two senior grass football pitches and one cricket square, together with changing rooms.

k) Ecology Park (delivery scheduled in 2020)

The Ecology Park is a public open space which also functions as a drainage basin between Phases 3 and 4 of the development.

During the contract term, a number of additional open spaces will be delivered and will be included in the management of the Country Park, public open spaces and green spaces contract, most notably:

in 2019

- a) Greenways
- b) Urban parks and town squares
- c) Extension of the main local route
- d) Sports pitches

in 2020

- e) Urban parks and town squares
- f) Extension of the MLR

in 2021

- g) Greenways
- h) Urban parks and town squares
- i) Extension of the MLR

Public open spaces in two additional parcels at Rockbeare Briar (grass cutting of a small area) and Southbrook Meadow (maintenance of public open space and play area) are likely to transfer into the parameters of this contract, the timescales of which have not been confirmed yet.

Commencement and Duration of Contract

The duration of the Contract will be five years commencing on 1 April 2019 and ending on 31 March 2024 inclusive, with annual performance reviews.

Tenders are to be priced on an annual basis. There will be no opportunity to alter the rates tendered during the full term of the contract for items which remain the same as specified in this document.

Parameters of Contract

The development of Cranbrook is subject to a number of planning consents and conditions which prescribe how public open spaces and green spaces are to be managed and maintained, most notably the Country Park Management Plan and the Hedgebank Management Plans for Phases 1 and 2. There will be further descriptive maintenance schedules for the other open spaces which will be delivered during the contract term.

The Town Council shall issue any further information and instructions which may be necessary for the proper carrying out of the works.

As the programme of highways adoptions continues to be rolled out across the development, there will also be areas of open space which will be omitted from the contract during its term as they will become the responsibility of other statutory bodies, e.g. the highways authority.

As the town continues to grow, the management of the Country Park and other public open spaces and green spaces will have to retain a degree of fluidity and the appointed contractor will be expected to deliver the contract flexibly in partnership with the Town Council in order to develop and deliver processes and management procedures which are fit for purpose and deliver best value for money in the medium-term future.

Contract Modification

According to Regulation 72 “Modification of contracts during their term” in the Public Procurement Regulations 2015, contracts can be modified by up to 50% of their monetary value during their term so as long as this is specified in the initial procurement documents.

As explained above, as the town of Cranbrook continues to grow, the management of the Country Park and other public open spaces and green spaces will retain a degree of fluidity. Significant additional sites will be delivered during the contract term, and some sites will be omitted from the contract during its term.

The maintenance descriptions for the most significant items which will be delivered during the contract term are included in this document, i.e. Phase 3 of the Country Park, the sports pitches and the Ecology Park. The precise timescales of their delivery and the delivery of other elements described in this document might be subject to change.

Variations

Any inconsistency in or between the contract documents, locations plans and schedules of work shall be corrected and any such correction which results in addition, omission or other change shall be treated as a variation.

The Town Council may, without invalidating this contract, issue instructions requiring addition to, or omission from, or other change in the schedule of works or the order or period in which the works are to be carried out. The Council and the contractor shall endeavour to agree a price prior to the contractor carrying out the instruction. Failing any agreement to do so, any instruction issued shall be valued by the Town Council on a fair and reasonable basis using

any relevant prices in the priced schedule of works and the valuation shall include any direct loss and/or expense incurred by the contractor due to the regular progress of the works being affected by compliance with the instruction.

If following receipt of an instruction from the Council, the contractor does not comply, the Council may employ and pay another person to execute any work whatsoever which may be necessary to give effect to that instruction. The contractor shall be liable for all additional costs incurred by the Council in connection with such employment and an appropriate deduction shall be made from the contract sum.

Divergences from Statutory Requirements

If the contractor becomes aware of any divergences between statutory requirements and the contract documents or between statutory requirements and any instructions the Council issues, the contractor shall immediately inform the Council and state the nature of the divergence.

Sub-Contracting

The contractor shall not without the Council's written consent sub-contract the whole or any parts of the works. Such consent shall not be unreasonably delayed or withheld but the contractor shall remain wholly responsible for carrying out and completing the works in all respects. Any sub-contractor's employment under a sub-contract shall terminate immediately upon the termination for any reason of the contractor's employment under this contract. The Council will never be liable for any payment which should properly have been paid from the contractor to the sub-contractor

Exclusion from the Schedule of Works

The Town Council may (but shall not unreasonably or vexatiously) issue instructions requiring the exclusion of the contractor from any site. If, as a result, the schedule of works cannot be carried out in its entirety, the contractor shall not include those area(s) of work in his monthly account..

Additional Installations

The Council may at any time add or remove outside fixtures and fittings (play equipment, benches, planting, etc.) during the period of the contract and no application from the contractor to adjust the contract price as a consequence will be considered.

Payment to Contractor

The Contractor will submit a monthly account for all work carried out and their monetary value, and will be paid in arrears. The account shall be submitted by the end of the fifth working day in the following month for payment by the end of that month.

Fees or Charges Legally Demandable

The contractor shall pay any fees or charges, including rates and taxes, which are legally demandable and which shall not be reimbursed to the contractor by the Council.

Failure to Pay

If the Council fails to pay a sum, or any part of it, due to the contractor and the failure continues for seven days, the contractor may suspend performance of his obligations under this contract until payment is made in full.

Extension of Contract Period

The contract period may be extended by written agreement signed by the parties.

Termination of Contract

Either party may, without reason, terminate the Contract, in writing, giving no less than six months' notice.

Insurance

The Contractor is required to have a minimum of £5,000,000 public liability insurance for contracts and shall cause any sub-contractor to procure the same. For works on or adjacent to the highway, Devon County Council requires Chapter 8 compliance as well as £10,000,000 public liability insurance. A current Certificate of Insurance to this effect must be produced to the Clerk prior to commencement of the Contract and annually thereafter.

The contractor shall be liable for and indemnify the Council against any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or death of any person arising out of or in the course of or caused by the works being carried out, except to the extent that the same is due to any act or neglect of the Council or of any person for whom the Council is responsible.

The contractor shall also be liable for and indemnify the Council against any expense, liability, loss, claim or proceedings in respect of any loss, injury or damage whatsoever to any property or animal in so far as such loss, injury or damage arises out of or is incurred in the course of or caused by the works being carried out and to the extent that the same is due to negligence, breach of statutory duty, omission or default of the contractor or any person employed or engaged by the contractor on or in connection with the works or any part of them.

Health and Safety

The Contractor shall accept full responsibility for compliance with the Health and Safety at Work Act and all other Acts and Regulations in respect of the work comprised in this contract.

Operational Constraints – Storage of Machinery and Equipment and Waste Disposal

There is currently no streetscene or other compound in existence in the locality for the storage of machinery and equipment and any green or other waste will have to be disposed of responsibly and appropriately by the contractor.

Specification of Workmanship and Equipment

General

The workmanship must be of the highest standard, in compliance with the contract documents and shall conform to all relevant British Standards, Specifications and Codes of Practice.

The contractor will at all times strictly adhere to the descriptions of how the Country Park, public open spaces and green spaces are to be maintained which are included in documents such as the Country Park Management Plan and the Hedgebank Management Plans for Phases 1 and 2. There will be further descriptive maintenance schedules for the other open spaces which will be delivered during the contract term, all of which will need to be strictly adhered to.

The contractor will provide staff with all safety equipment, e.g. boots, reflective vests etc., and will ensure that staff use these at all times during which they are engaged in work for the Council. All persons operating any machinery must be appropriately trained, and the Council reserves the right to ask the contractor to provide adequate proof that his operators are well trained, conversant with Health and Safety legislation and competent in their operating methods.

Equipment and Machinery

The Contractor will at all times during the period of the contract ensure that equipment and machines are properly maintained and guarded so as to present no danger to the operator, surrounding structures, vehicles or any person or animal in the vicinity of operations.

The Contractor will at all times during the period of the contract ensure that all machines engaged in grass and hedge cutting operations and management of trees and shrubs, including coppicing, are sharp and properly set, so as to produce a true and even cut.

All grass will be cut cleanly and evenly and without damaging the existing surface. Hedge trimming equipment must be suitably maintained to produce a clean cut and neat finish.

Cutting, Trimming, Mowing and Strimming

Prior to cutting or trimming any area, the contractor will inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Council immediately of any such potential hazards. The contractor will also ensure that the site is free from any significantly large stones and all paper, tins, bottles and other debris on the cutting area.

The contractor will complete one area of grass cutting before moving onto the next, and after cutting a scheduled area, the contractor will ensure that all grass clippings and other arisings are cleared from all paved areas, playground equipment safety surfaces, paths and public footpaths, etc., by sweeping or using a blower.

Soft vegetative growth, such as clover will be deemed to be part of the contract where it falls within large areas of grass.

Mowing will take place on the full area of grass at the site, up to the paving, fencing, obstacles and any other boundaries. Mowing will be carried out as close as possible to fixed obstructions. Moveable obstructions can be removed to facilitate cutting and replaced before the contractor leaves the site. Mowing around obstructions including seats, trees, fence lines, posts, stones and kerbs such the like, and in the proximity of margins, will be undertaken using methods, tools and machines as appropriate.

In very adverse, e.g. wet, conditions all operations involving grass cutting shall cease until conditions allow operations to recommence without damaging the surface levels and contours of the ground or grass cutting “divots” from the machine rollers or cutters.

Should the contractor cause damage to the surface or levels of the ground, or create divots during grass cutting operations, the contractor will at his own expense reinstate such damage forthwith to the satisfaction of the Council.

If used, strimmers must not be allowed to damage any trees, shrubs etc. or surfaces, paving, obstacles, fixed and moveable obstructions including seats, trees, fence lines, posts, stones and kerbs.

Hedgerow Management

Hedges are to be maintained in accordance with the Hedgerow Management Plans for Phases 1 and 2 to maintain good healthy growth and shape whilst providing a natural screen and wildlife habitat. Hedges must not be trimmed during the recognised bird nesting season between 1 March and 30 September. Great care must be taken to ensure the safety of any persons in the vicinity of hedge management activities and a system should be employed to control access to the area of work.

Treating Weeds

When treating weeds, all operators must be appropriately trained and use protective clothing and/or other safety equipment as appropriate and the chemicals used must be evenly supplied so as to produce a consistent result.

All herbicides should be approved for use.

Management of Trees and Shrubs

All operators involved in the management of trees and shrubs, including coppicing, must be appropriately trained and use protective clothing and/or other safety equipment as appropriate.

Arisings

All arisings from grass cutting, mowing, hedge trimming etc. are to be removed from site within the timescales stipulated in the Schedule of Works and correctly disposed of.

Notifying Residents

The contractor will be responsible for notifying the Council prior to any major (rotational, e.g. flailing) works taking place so that it can notify residents utilising its usual channels.

Quality Control and Rectification of Work(s) not Completed to Satisfaction

The Council will carry out random quality control inspections in order to ensure that the quality of the works and workmanship conform to the specification of the contract.

Any area(s) of work not completed to the satisfaction of the Council, e.g. any damage to surfaces, paving, obstacles, fixed and moveable obstructions including seats, trees, fence lines, posts, stones and kerbs, or areas of grass not cut to the approval of the Council resulting from a lack of maintenance of the machinery used or poor workmanship will be made good by the contractor at his own expense and to the satisfaction of the Council.

3. Schedule of Works

a) Phases 1 and 2 of the Country Park

Existing Retained Vegetation along the Stream Corridors

- i. Retained scrub vegetation will be coppiced on a rotational basis, with no more than half cut in any one year.
- ii. Grassland and tall ruderal vegetation will be cut every year on a rotational basis with no more than half cut in any one year.
- iii. Annual visual inspection of the stream corridor which includes assessment of bank erosion / undercutting.

Existing Retained Trees

- iv. Managed decline of two dead trees located within Country Park Phase 2, west of the Rockbeare Stream and north of the B3174; subject to the Arboricultural Method Statement at Appendix E of the Phase 1 & 2 Country Park Specification & Management Plan.

Native Trees

- v. Spraying or strimming of weeds to reduce competition and aid establishment; spray and hand weed around tree boles.
- vi. Examine all tree stakes and ties, replace or adjust as appropriate. If the tree has yet to establish, replace or adjust ties, spacers and tree tubes as appropriate. If the tree has established well, then remove all stakes, ties, spacers, tubes etc. and make good surfaces disturbed – filling any holes with suitable topsoil.
- vii. During periods of extreme drought, trees which have not yet established (not healthy, not in full leaf, suppressed growth) need to be watered where their tolerance to drought is deemed to be insufficient.

Orchard Trees

- viii. A weed-free mulched area around the tree will be maintained for the first three years after planting. Once the trees are well established the sward can be allowed to grow up to the trunk, although tall weeds, bramble and ivy will be removed from around the trees. Care will be taken when using strimmers or mowers to avoid damaging trees.
- ix. Examine all tree stakes and ties, replace or adjust as appropriate. If the tree has yet to establish, replace or adjust ties, spacers and tree tubes as appropriate. If the tree has established well, then remove all stakes, ties, spacers, tubes etc. and make good surfaces disturbed – filling any holes with suitable topsoil. If grazing is likely to occur within the orchards area, retain the tree guards as livestock are likely to rub against the trees.
- x. Pruning will follow Natural England Technical Information Note TIN017 'Traditional Orchards: Maintenance Pruning'. Prune any diseased or rotten wood (including the removal of main stems and limbs) back to sound wood. Remove all stems and limbs which are unsafe or are in danger of falling or breaking during gales. A suitably skilled and qualified arboriculturist shall carry out such pruning. Remove all diseased material from site.

Native Woodland Copse

- xi. Spraying of weeds to reduce competition and aid establishment. Strimming once annually of full area.
- xii. Examine all tree stakes and ties, replace or adjust as appropriate. If the tree has yet to establish, replace or adjust ties, spacers and tree tubes as appropriate. If the tree has established well, then remove all stakes, ties, spacers, tubes etc. and make good surfaces disturbed – filling any holes with suitable topsoil.

Native Woodland Edge

- xiii. Spraying of weeds to reduce competition and aid establishment. Strimming once annually of full area.
- xiv. Examine all tree stakes and ties, replace or adjust as appropriate. If the tree has yet to establish, replace or adjust ties, spacers and tree tubes as appropriate. If the tree has established well, then remove all stakes, ties, spacers, tubes etc. and make good surfaces disturbed – filling any holes with suitable topsoil.

Native Wet Woodland

- xv. Spraying of weeds to reduce competition and aid establishment. Strimming once annually of full area.
- xvi. Examine all tree stakes and ties, replace or adjust as appropriate. If the tree has yet to establish, replace or adjust ties, spacers and tree tubes as appropriate. If the tree

has established well, then remove all stakes, ties, spacers, tubes etc. and make good surfaces disturbed – filling any holes with suitable topsoil.

Native Hedgerows and Hedgebanks

- xvii. Hedgerows and hedgebanks shall be implemented and maintained in accordance with the appended Hedgerow Management Plans for Phases 1 and 2 and shall be priced in section b below. Note: All bird species are legally protected whilst nesting. All tree and hedgerow management will be conducted outside of the bird breeding season (March to September) unless checked by a qualified Ecologist.

Scrapes

- xviii. Spot-treat persistent pernicious weeds using herbicide following the first season's growth and/or manual hand strimming of target areas either in late summer when adjacent grassland is mown or in early spring. Care will be taken when using herbicide adjacent to riparian and aquatic habitats to prevent pollution of such.

Meadow Grassland / Grazing Land

- xix. Areas of existing native meadow grassland will be established where ground has been undisturbed through landscape works by utilising locally-sourced green hay, which can be scattered along harrowed strips equating to a third of the total area required. This process can be repeated (harrowing and scattering on a different third) until the desired species mix has been achieved.
- xx. Following establishment, flat grassland will be cut late summer with tractor and disc/drum mower – arisings left for 48 hours to allow for dispersal of seeds and invertebrates prior to removal to encourage grassland establishment and to prevent soil enrichment and thatching. Arisings baled and deposited nearby. All other areas to be cut and left in situ with flail mower, flail hedge trimmer and strimming.
- xxi. Grassland adjacent to hedgerows and woodland/plantation habitat will be cut once on alternate years with some ruderal species being allowed to colonise for further species and habitat diversity. Arisings will be left for 48 hours to allow dispersal of seeds and invertebrates prior to removal, to encourage grassland establishment and prevent soil enrichment and thatching.
- xxii. All litter, stones or other debris will be collected and removed by the contractor immediately prior to grass cutting operations. Care shall be exercised when mowing or strimming around trees and hedges or other structures.
- xxiii. Spot-treat persistent pernicious weeds using herbicide following the first season's growth and/or manual hand strimming of target areas either in late summer when adjacent grassland is mown or in early spring. Care will be taken when using herbicide adjacent to riparian and aquatic habitats to prevent pollution of such habitats.
- xxiv. Roll grassland in spring.

Tussock Grassland

- xxv. To control scrub and bramble development tussocky areas may need cutting every 2-3 years between October and February. For wildlife this cutting is best done on a rotational basis so that no more than half the area is cut in any one year leaving part as an undisturbed refuge.
- xxvi. All litter, stones or other debris will be collected and removed by the contractor immediately prior to grass cutting operations. Care shall be exercised when mowing or strimming around trees and hedges or other structures.
- xxvii. Spot-treat persistent pernicious weeds using herbicide following the first season's growth and/or manual hand strimming of target areas either in late summer when adjacent grassland is mown or in early spring. Care will be taken when using herbicide adjacent to riparian and aquatic habitats to prevent pollution of such.
- xxviii. Roll grassland in spring.

Amenity Grassland

- xxix. Cut to a height of 35-40mm as required, but not more regularly than once every four weeks until such a time as a knitted turf is established. Once established, amenity grassland will be cut 16 times per year between March and October.
- xxx. London Road footpath gateway splay strimming.
- xxxi. All litter, stones or other debris will be collected and removed by the contractor immediately prior to grass cutting operations.
- xxxii. Mowing will be reduced during prolonged dry periods and the mowing height increased to 50mm at such times. Similarly, in very wet conditions all grass cutting operations will cease until conditions allow for grass cutting to take place. Variations to the number of cuts per year will be made by prior agreement with the Clerk only.
- xxxiii. Spot-treat persistent pernicious weeds using herbicide following the first season's growth and/or manual hand-strimming of target areas either in late summer when adjacent grassland is mown or in early spring. Care will be taken when using herbicide adjacent to riparian and aquatic habitats to prevent pollution of such.
- xxxiv. Roll grassland in spring.

General

- xxxv. Fencing and gates shall have a twice annual inspection in spring and autumn.
- xxxvi. Ensure access paths are free from weeds, trip hazards or other obstructions. This includes a once annual spray of weeds and any depressions / pits to be filled.
- xxxvii. Maintain all seating in good condition. Should any part of a seat be damaged, prohibit use, obtain guidance and/ or repair or replace as required. Once annual spray and weed around footings. Repaint as necessary and following instruction from the Clerk.
- xxxviii. Arboricultural visual inspection, as part of the tree safety risk assessment for the Country Park.
- xxxix. Maintain hibernaculum.

b) Phase 3 of the Country Park

Existing Retained Vegetation along the Stream Corridors

- i. Trees will be assessed by an experienced arboriculturist or tree surgeon prior to works including tree removal necessary to permit creation of access paths and structures / bridges. Tree works will follow best practice procedures as set out in BS 3998:2010. No removal of woody vegetation will take place during the bird nesting season unless checked by a qualified Ecologist. Existing retained trees will be left unmanaged unless otherwise dictated for reasons of public safety.
- ii. Retained trees will be protected from damage and from soil compaction during construction using fenced Root Protection Areas (RPAs) where construction works are to be undertaken in the vicinity, in accordance with guidance in British Standard 5837:2012 – Trees in Relation to Design, Demolition and Construction – Recommendations.
- iii. Retained scrub vegetation will be coppiced on a rotational basis, with no more than half cut in any one year.
- iv. Grassland and tall ruderal vegetation will be cut every year on a rotational basis with no more than half cut in any one year.
- v. Annual visual inspection of the stream corridor which includes assessment of bank erosion / undercutting.

Existing Retained Trees and Hedgerows

- vi. Trees will be assessed by an experienced arboriculturist or tree surgeon prior to works including tree removal necessary to permit creation of access paths and structures / bridges. Tree works will follow best practice procedures as set out in BS 3998:2010. No removal of woody vegetation will take place during the bird nesting season unless checked by a qualified Ecologist. Existing retained trees will be left unmanaged unless otherwise dictated for reasons of public safety.

- vii. Retained trees will be protected from damage and from soil compaction during construction using fenced Root Protection Areas (RPAs) where construction works are to be undertaken in the vicinity, in accordance with guidance in British Standard 5837:2012 – Trees in Relation to Design, Demolition and Construction – Recommendations.
- viii. Arisings from any woodland management activity will, where possible will be used to provide opportunities for invertebrates and bryophytes by forming micro-habitats from piles of dead wood or recumbent dead logs away from publicly accessible areas. Woodpiles will be created at the woodland edge and within the woodland interior. Where practical, piles will be situated in partial sunlight with some shade.

Native Trees

- ix. New trees planted between October and March, avoiding periods of inundation or prolonged ground frost. Trees to be mulched using wood chippings or bark to establish a 1m diameter around the tree stem. Woodland planting to be well heeled. Planting blocks to be contained by rabbit proof fencing or rabbit guards.
- x. Replace failed specimens on a like-for-like basis. Top up mulch where necessary.
- xi. Spraying or strimming of weeds to reduce competition and aid establishment. Not required if weed suppression matting used. Spray and hand weed around tree boles.
- xii. Examine all tree stakes and ties, replace or adjust as appropriate. If the tree has yet to establish, replace or adjust ties, spacers and tree tubes as appropriate. If the tree has established well, then remove all stakes, ties, spacers, tubes etc. and make good surfaces disturbed – filling any holes with suitable topsoil.
- xiii. Where periods of extreme drought occur, trees that have not yet established (not healthy, not in full leaf, suppressed growth) need to be watered where their tolerance to drought is deemed to be insufficient.

Orchard Trees

- xiv. New orchard trees will be planted between October to March, avoiding periods of inundation or prolonged ground frost. Mulch using wood chippings or bark to establish a 1m diameter around the tree stem. Appropriately sized individual tree guards will be required to prevent damage to saplings by browsing rabbits.
- xv. A weed-free mulched area around the tree will be maintained for the first 3 years after planting. Once the trees are well established the sward can be allowed to grow up to the trunk, although tall weeds, bramble and ivy will be removed from around the trees. Care will be taken when using strimmers or mowers to avoid damaging trees.
- xvi. Examine all tree stakes and ties, replace or adjust as appropriate. If the tree has yet to establish, replace or adjust ties, spacers and tree tubes as appropriate. If the tree has established well, then remove all stakes, ties, spacers, tubes etc. and make good surfaces disturbed – filling any holes with suitable topsoil. If grazing is likely to occur within the orchards area, retain the tree guards as livestock are likely to rub against the trees.
- xvii. Replace failed specimens on a like-for-like basis. Top up mulch where necessary.
- xviii. Pruning will follow Natural England Technical Information Note TIN017 'Traditional Orchards: Maintenance Pruning'. Prune any diseased or rotten wood (including the removal of main stems and limbs) back to sound wood. Remove all stems and limbs which are unsafe or are in danger of falling or breaking during gales. A suitably skilled and qualified arboriculturist shall carry out such pruning. Remove all diseased material from site.
- xix. Where periods of extreme drought occur, trees that have not yet established (not healthy, not in full leaf, suppressed growth) need to be watered where their tolerance to drought is deemed to be insufficient.

Native Woodland Copse

- xx. New trees planted between October and March, avoiding periods of inundation or prolonged ground frost. Trees to be mulched using wood chippings or bark to

establish a 1m diameter around the tree stem. Woodland planting to be well heeled. Planting blocks to be contained by rabbit proof fencing or rabbit guards.

- xxi. Replace failed specimens on a like-for-like basis. Top up mulch where necessary.
- xxii. Spraying or strimming of weeds to reduce competition and aid establishment. Not required if weed suppression matting used. Spray and hand weed around tree boles.
- xxiii. Examine all tree stakes and ties, replace or adjust as appropriate. If the tree has yet to establish, replace or adjust ties, spacers and tree tubes as appropriate. If the tree has established well, then remove all stakes, ties, spacers, tubes etc. and make good surfaces disturbed – filling any holes with suitable topsoil.
- xxiv. Where periods of extreme drought occur, trees that have not yet established (not healthy, not in full leaf, suppressed growth) need to be watered where their tolerance to drought is deemed to be insufficient.

Native Wet Woodland

- xxv. New trees planted between October and March, avoiding periods of inundation or prolonged ground frost. Planting blocks to be contained by rabbit proof fencing or rabbit guards.
- xxvi. Replace failed specimens on a like-for-like basis. Top up mulch where necessary.
- xxvii. Spraying or strimming of weeds to reduce competition and aid establishment. Not required if weed suppression matting used. Spray and hand weed around tree boles.
- xxviii. Examine all tree stakes and ties, replace or adjust as appropriate. If the tree has yet to establish, replace or adjust ties, spacers and tree tubes as appropriate. If the tree has established well, then remove all stakes, ties, spacers, tubes etc. and make good surfaces disturbed – filling any holes with suitable topsoil.
- xxix. Where periods of extreme drought occur, trees that have not yet established (not healthy, not in full leaf, suppressed growth) need to be watered where their tolerance to drought is deemed to be insufficient.

Native Hedgerows and Hedgebanks

- xxx. Hedgerows and hedgebanks shall be implemented and maintained in accordance with the appended relevant Hedgebank Management Plans.
- xxxi. All bird species are legally protected whilst nesting. All tree and hedgerow management will be conducted outside of the bird breeding season (March to September) unless checked by a qualified Ecologist.

Scrapes

- xxxii. As it is yet unknown how well or which scrapes will hold water, these features will initially be left to establish and annually reviewed to ascertain the appropriate management at the next Plan review.
- xxxiii. Spot treat persistent pernicious weeds using herbicide following the first season's growth and/or manual hand strimming of target areas either in late summer when adjacent grassland is mown or in early spring. Care will be taken when using herbicide adjacent to riparian and aquatic habitats to prevent pollution of such habitats.

Meadow Grassland / Grazing Land

- xxxiv. Areas of new native meadow grassland will be established where the ground has been disturbed through landscape works using a suitable seed mix such as British Seed Houses RE1 – Traditional Hay Meadow or similar, as per the manufacturer's sowing instructions.
- xxxv. Areas of existing native meadow grassland will be established where ground has been undisturbed through landscape works by utilising locally-sourced green hay, which can be scattered along harrowed strips equating to a third of the total area required. This process can be repeated (harrowing and scattering on a different third) until the desired species mix has been achieved.
- xxxvi. The Contractor will protect newly seeded areas where appropriate to prevent seedling destruction by pedestrians. Fertiliser will not be applied at any point.

- xxxvii. Following establishment, flat grassland will be cut late summer with tractor and disc/drum mower – arisings left for 48 hours to allow for dispersal of seeds and invertebrates prior to removal too encourage grassland establishment and to prevent soil enrichment and thatching. Arisings baled and deposited nearby. All other areas to be cut and left in situ with flail mower, flail hedge trimmer and strimming.
- xxxviii. Grassland adjacent to hedgerows and woodland/plantation habitat will be cut once on alternate years with some ruderal species being allowed to colonise for further species and habitat diversity. Arisings will be left for 48 hours to allow dispersal of seeds and invertebrates prior to removal, to encourage grassland establishment and prevent soil enrichment and thatching.
- xxxix. All litter, stones or other debris will be collected and removed by the Contractor immediately prior to grass cutting operations. Care shall be exercised when mowing or strimming around trees and hedges or other structures.
- xl. Spot treat persistent pernicious weeds using herbicide following the first season's growth and/or manual hand strimming of target areas either in late summer when adjacent grassland is mown or in early spring. Care will be taken when using herbicide adjacent to riparian and aquatic habitats to prevent pollution of such habitats.

Tussock Grassland

- xli. Areas of tussock grassland will be established where the ground has been disturbed through landscape works using a suitable seed mix such as British Seed Houses RE1 – Traditional Hay Meadow or similar, as per the manufacturer's sowing instructions.
- xl.ii. To control scrub and bramble development tussocky areas may need cutting every 2-3 years between October and February. For wildlife this cutting is best done on a rotational basis so that no more than half the area is cut in any one year leaving part as an undisturbed refuge.
- xl.iii. All litter, stones or other debris will be collected and removed by the Contractor immediately prior to grass cutting operations. Care shall be exercised when mowing or strimming around trees and hedges or other structures.
- xl.iv. Spot treat persistent pernicious weeds using herbicide following the first season's growth and/or manual hand strimming of target areas either in late summer when adjacent grassland is mown or in early spring. Care will be taken when using herbicide adjacent to riparian and aquatic habitats to prevent pollution of such habitats.

Amenity Grassland

- xl.v. Areas of amenity grassland will be established using a suitable seed mix such as Emorsgate EL1 – Flowering Lawn Mixture as per manufacturer's specifications.
- xl.vi. The Contractor will protect newly seeded areas where appropriate to prevent seedling destruction by pedestrians. Fertiliser will not be applied at any point.
- xl.vii. During initial establishment of new grassland, it will be mown to a height of 50mm 6-8 weeks after germination and subsequently to a height of 35-40mm as required, but not more regularly than once every 4 weeks until such a time as a knitted turf is established. Once established, amenity grassland will be cut 16 times per year between March and October.
- xl.viii. All litter, stones or other debris will be collected and removed by the Contractor immediately prior to grass cutting operations.
- xl.ix. Mowing will be reduced during prolonged dry periods and the mowing height increased to 50mm at such times. Similarly, in very wet conditions all grass cutting operations will cease until conditions allow for grass cutting to take place.
- l. Spot treat persistent pernicious weeds using herbicide following the first season's growth and/or manual hand strimming of target areas either in late summer when adjacent grassland is mown or in early spring. Care will be taken when using herbicide adjacent to riparian and aquatic habitats to prevent pollution of such habitats.

General

- li. Fencing and gates shall have a twice annual inspection in spring and autumn.
- lii. Ensure access paths are free from weeds, trip hazards or other obstructions. This includes a once annual spray of weeds and any depressions / pits to be filled.
- liii. Maintain all seating in good condition. Should any part of a seat be damaged prohibit use, obtain guidance and/ or repair or replace as required. Once annual spray and weed around footings. Repaint as required.
- liv. Bird boxes will have a non-invasive inspection in autumn or winter to check for damage. Replace lost or damaged boxes.
- lv. Bat boxes will have a non-invasive visual inspection in autumn or winter to check for damage, unless a separate agreement has been agreed with Natural England. Replace lost or damaged boxes. Any work required to the bat boxes will be carried out by a licenced bat worker.
- lvi. Litter will be removed from the site as part of the general management and maintenance visits.
- lvii. Ecological visual inspection by a qualified ecologist for the first 2-3 years to provide baseline data for future surveys to be monitored against.
- lviii. Arboricultural visual inspection, as part of the tree safety risk assessment for the Country Park.
- lix. Work programme review by those members of staff involved in site management.

c) Hedgerows in Phases 1 and 2 of the development

Please consult the appended Hedgerow Management Plans for Phases 1 and 2, particularly

- i. Pages 39-53 of the Phase 1 Hedgebank Management Plan for a detailed schedule of works covering the hedgerows in Phase 1.
- ii. Location plans showing hedges in Phase 1 on pages 22-32 of the Phase 1 Hedgebank Management Plan.

Please note that the period from January 2018 until December 2018 represents Year 1 of the Phase 1 Hedgebank Management Plan.

- iii. Pages 25-41 of the Hedgerow Management Plan Phase 2 for a detailed schedule of works covering the hedgerows in Phase 2.
- iv. Location plans showing hedges in Phase 2 on pages 9-16 of the Hedgerow Management Plan Phase 2.

Please note that the period from January 2018 until December 2018 represents Year 2 of the Hedgerow Management Plan Phase 2.

d) Along the Main Local Route (MLR) in Phases 1 and 2 of the development

Phase 1

New Trees (Excludes Woodland)

- i. Following planting, water trees in periods of extreme drought (up to 4 visits) (new tree planting).
- ii. Spraying or strimming of weeds to reduce competition and aid establishment. Not required if weed suppression matting used.
- iii. Tree replacement following the death of the newly planted tree(s).

Amenity Grassland

- iv. Cut to a height of 35mm as required throughout the growing season. Aim to avoid mowing during June and July. During periods of prolonged wet weather or drought

adjust cutting rate accordingly following prior agreement with the Clerk. Arisings left for 48 hours prior to removal.

- v. Spot-treatment of weeds with glyphosate to reduce competition and aid establishment.
- vi. 2 metre wide amenity cut from the curb to the top of the banks on Burrough Fields road along the road to the station.
- vii. 1 metre wide amenity cut from the curb around the station on Burrough Fields road.
- viii. Cutting steep banks on Burrough Fields road.

Train Station Maintenance

- ix. Spraying of weeds around the bike shelter 4 times annually.
- x. Strim 4 times annually.
- xi. Coppice small scrub trees annually.

Phase 2

New Trees

- xii. Following planting, water trees in periods of extreme drought (2 or more weeks without substantial rainfall) (new tree planting).
- xiii. Spraying or strimming of weeds to reduce competition and aid establishment. Not required if weed suppression matting used.
- xiv. Examine all tree stakes and ties, replace or adjust as appropriate. Remove stakes, ties, spacers, tubes etc. once trees are established.
- xv. Prune any diseased or rotten wood back to sound wood. Create woodpiles with cut material or remove from the site.
- xvi. Tree replacement following the death of the newly planted tree(s).

Amenity Grassland

- xvii. Cut to a height of 35mm as required throughout the growing season. Aim to avoid mowing during June and July. During periods of prolonged wet weather or drought adjust cutting rate accordingly. Arisings left for 48 hours prior to removal.
- xviii. Collect and remove all litter, stones or other debris prior to grass cutting operations.
- xix. Spot treatment of weeds with glyphosate to reduce competition and aid establishment. Phase 2&3 infrastructure amenity cuts.

General Management

- xx. Spray weeds around footings of furniture and structures.

e) Open spaces in Phases 1 and 2 of the development

Phase 1

New Trees

- i. Following planting, water trees in periods of extreme drought (2 or more weeks without substantial rainfall).
- ii. Spraying or strimming of weeds to reduce competition and aid establishment. Not required if weed suppression matting used.
- iii. Examine all tree stakes and ties, replace or adjust as appropriate. Remove stakes, ties, spacers, tubes etc. once trees are established.
- iv. Tree replacement following the death of the newly planted tree(s).

Amenity Grassland

- v. Cut to a height of 35mm as required throughout the growing season. Aim to avoid mowing during June and July. During periods of prolonged wet weather or drought adjust cutting rate accordingly. Arisings left for 48 hours prior to removal.

- vi. Spot-treatment of weeds with glyphosate to reduce competition and aid establishment.

Planting and Hedges around St Martin's Primary School

- vii. Planting in front of St Martin's primary school pruned twice annually.
- viii. Herbicide Glyphosate applied 4 times annually to all planted areas.
- ix. Beech hedge by the MLR at the top of Burrowfield Way against the school cut twice annually. Note: This hedge is not included in the Hedgebank Management Plan.

Roundabouts

- x. Remove weed growth by hand.
- xi. Prune back shrubs (no more than one third of woody growth) during October to March. Trim shrubs back from paths etc.
- xii. Top up mulch levels as necessary.
- xiii. Dead-head after flowering.
- xiv. Cut to a height of 35mm as required throughout the growing season. Aim to avoid mowing during June and July. During periods of prolonged wet weather or drought adjust cutting rate accordingly following prior agreement with the Clerk. Arisings left for 48 hours prior to removal.

Note: Items ix-xiii above might be removed from the contract following the adoption of the public highway by Devon County Council.

Phase 2

New Trees

- xv. Following planting, water trees in periods of extreme drought (2 or more weeks without substantial rainfall) (new tree planting).
- xvi. Spraying or strimming of weeds to reduce competition and aid establishment. Not required if weed suppression matting used.
- xvii. Examine all tree stakes and ties, replace or adjust as appropriate. Remove stakes, ties, spacers, tubes etc. once trees are established.
- xviii. Tree replacement following the death of the newly planted tree(s).

Amenity Grassland

- xix. Cut to a height of 35mm as required throughout the growing season. Aim to avoid mowing during June and July. During periods of prolonged wet weather or drought adjust cutting rate accordingly following prior agreement with the Clerk. Arisings left for 48 hours prior to removal.
- xx. 16 amenity cuts annually along Roman Way.

Ornamental Shrubs

- xxi. Remove weed growth by hand.
- xxii. Prune back shrubs (no more than one third of woody growth) during October to March. Trim shrubs back from paths etc.
- xxiii. Top up mulch levels as necessary.
- xxiv. Dead-head after flowering.

General Management

- xxv. Inspect and manage fencing, gates and paths.
- xxvi. Spray weeds around footings of furniture and structures.
- xxvii. 16 amenity cuts annually on the Phase 2 roundabout.
- xxviii. 16 amenity cuts annually in Northwood Park.
- xxix. 16 amenity cuts annually along the development frontage.

Note: Items xxv and xxvii above will be removed from the contract following the adoption of the public highway by Devon County Council.

f) Hayes Square in Phase 1 of the development

New Trees

- i. Following planting, water trees in periods of extreme drought (2 or more weeks without substantial rainfall) (new tree planting).
- ii. Spraying or strimming of weeds to reduce competition and aid establishment. Not required if weed suppression matting used.
- iii. Examine all tree stakes and ties, replace or adjust as appropriate. Remove stakes, ties, spacers, tubes etc. once trees are established.
- iv. Prune any diseased or rotten wood back to sound wood. Create woodpiles with cut material or remove from the site.
- v. Tree replacement following the death of the newly planted tree(s).

Amenity Grassland

- vi. Cut to a height of 35mm as required throughout the growing season. Aim to avoid mowing during June and July. During periods of prolonged wet weather or drought adjust cutting rate accordingly following prior agreement with the Clerk. Arisings left for 48 hours prior to removal.
- vii. Collect and remove all litter, stones or other debris prior to grass cutting operations.
- viii. Spot-treatment of weeds with glyphosate to reduce competition and aid establishment.

Ornamental Shrubs

- ix. Remove weed growth by hand.
- x. Prune back shrubs (no more than one third of woody growth) during October to March. Trim shrubs back from paths etc.
- xi. Top up mulch levels as necessary.
- xii. Dead-head after flowering.

General Management

- xiii. Inspect and manage fencing, gates and paths.
- xiv. Spray weeds around footings of furniture and structures.

g) St Martin's Park in Phase 1 of the development

New Trees

- i. Following planting, water trees in periods of extreme drought (2 or more weeks without substantial rainfall) (new tree planting).
- ii. Spraying or strimming of weeds to reduce competition and aid establishment. Not required if weed suppression matting used.
- iii. Examine all tree stakes and ties, replace or adjust as appropriate. Remove stakes, ties, spacers, tubes etc. once trees are established.
- iv. Prune any diseased or rotten wood back to sound wood. Create woodpiles with cut material or remove from the site.
- v. Tree replacement following the death of the newly planted tree(s).

New Meadow Grassland

- vi. Mow grassland on a rotational basis either twice annually in early spring (March) and late summer (August to September) or once during early spring OR late summer, with no more than 50% being mown in any one year. Arisings left for 48 hours prior to removal.
- vii. Collect and remove all litter, stones or other debris prior to grass cutting operations.
- viii. Spot treatment of pernicious weeds with glyphosate.

Amenity Grassland

- ix. Cut to a height of 35mm as required throughout the growing season. Aim to avoid mowing during June and July. During periods of prolonged wet weather or drought

adjust cutting rate accordingly following prior agreement with the Clerk. Arisings left for 48 hours prior to removal.

- x. Collect and remove all litter, stones or other debris prior to grass cutting operations.
- xi. Spot-treatment of weeds with glyphosate to reduce competition and aid establishment.

New Ornamental Shrubs

- xii. Remove weed growth by hand.
- xiii. Prune back shrubs (no more than one third of woody growth) during October to March. Trim shrubs back from paths etc.
- xiv. Top up mulch levels as necessary.

General Management

- xv. Inspect and manage fencing, gates and paths.
- xvi. Spot-treat weeds around footings of street furniture and structures.

h) Northwood Acres Play Area in Phase 2 of the development

Amenity Grassland

- i. All litter, stones or other debris will be collected and removed by the Contractor immediately prior to grass cutting operations. Care shall be exercised when mowing or strimming around trees and hedges or other structures.
- ii. Areas mown to specified height. Grassed edges and mowing margins to be strimmed. Care shall be exercised when mowing or strimming around trees and hedges or other structures. All grass cuttings to be removed.

Ornamental Planting

- iii. Herbicide application to planted areas to maintain weed free appearance.
- iv. Planting pruned in line with best horticultural practice.

Fencing/Gates

- v. At the end of the maintenance period, a check shall be undertaken to tighten all fixings before handover and ensure that all hinges, latches and closers are suitably adjusted so as to provide smooth operation. Lubricate where necessary.

Tree Planting

- vi. New trees watered as required.
- vii. Tree replacement following the death of the newly planted tree(s).

i) Allotments

Amenity Grassland

- i. All litter, stones or other debris will be collected and removed by the Contractor immediately prior to grass cutting operations. Care shall be exercised when mowing or strimming around trees and hedges or other structures.
- ii. Areas mown to specified height. Grassed edges and mowing margins to be strimmed. Care shall be exercised when mowing or strimming around trees and hedges or other structures. All grass cuttings to be removed.

Long Marginal Grassland

- iii. All litter, stones or other debris will be collected and removed by the Contractor immediately prior to grass cutting operations. Care shall be exercised when mowing or strimming around trees and hedges or other structures.
- iv. Areas mown to specified height once sward reaches 100mm in length.

Fencing/Gates

- v. At the end of the maintenance period, a check shall be undertaken to tighten all fixings before handover and ensure that all hinges, latches and closers are suitably adjusted so as to provide smooth operation. Lubricate where necessary.

j) Sports Pitches

Formal Senior Football Pitches and Cricket Outfield

- i. Water as necessary to ensure the establishment and continued thriving of all seeding. If water supply is likely to be restricted by legislation do not carry out seeding until instructed. During establishment of grass areas ensure that sufficient water is applied using approved equipment to maintain healthy growth.
- ii. When grass is 40-50 mm high remove debris, litter and all stones and earth clods larger than 25 mm in any dimension, when grass is reasonably dry cut to approximately 30 mm minimum height, using sharp rotary mower allowing clippings to fly. Clippings collection on the surface would need to be lifted and removed from site. There will be a zero tolerance for arising left on the surface.
- iii. Remove soil and arisings from hard surfaces and leave the works in a clean, tidy condition after any maintenance operations.
- iv. Bare areas, areas of dead grass which have failed to thrive during establishment must be made good by reseeding.
- v. The height of growth on the pitches must not exceed 40 mm at any time. Cut as and when necessary to a height of 30 mm, using sharp rotary mower allowing clippings to fly. Clippings collection on the surface would need to be lifted and removed from site. Remove all arisings, there will be a zero tolerance of arising left on surface. Before each cut remove all litter and debris. At the time of each cut, hand trim all grass edges round the base of trees, manholes, etc. and remove arisings. Sweep all adjoining hard areas clear of cuttings and remove those.
- vi. Keep the sward substantially free of broad leaved weeds by applying a suitable selective herbicide which shall not be harmful to the biodiversity value of adjoining areas. Water as necessary to ensure establishment.
- vii. In March apply 15:10:10 Spring turf fertilizer which shall not be harmful to the biodiversity value of adjoining areas at 35 g/sq m or equivalent.
- viii. In September apply 5:10:10 Autumn turf fertilizer which shall not be harmful to the biodiversity value of adjoining areas at 50 g/sq m or equivalent.
- ix. Additional fertiliser which shall not be harmful to the biodiversity value of adjoining areas may be required and would be either of the above depending on season.

N.B. The annual maintenance regime, will adhere to the necessary guidance, including the Sport England Design Guidance Note – *Natural Turf for Sport* (2011), the FA *Guidelines for the Preparation & Maintenance of Football Pitches* and the ECB *Recommended Guidelines for the Construction, Preparation, and Maintenance of Cricket Pitches and Outfield at all Levels of the Game* (2011).

k) Ecology Park (from 1 April 2020 onwards)

Existing Retained Trees and Hedgerows

- i. Hedgerows and hedgebanks shall be maintained in accordance with the appended Ecology Park and Drainage Basin Hedgerow Management Plan.

The Spinney

- ii. Replace plants which die, are damaged or become no longer viable on a like-for-like basis. Top up mulch where necessary.
- iii. Spraying or strimming of weeds to reduce competition and aid establishment. Not required if weed suppression matting used. Spray and hand weed around tree boles.
- iv. Examine all tree stakes and ties, replace or adjust as appropriate. If the tree has yet to establish, replace or adjust ties, spacers and tree tubes as appropriate. If the tree

has established well, then remove all stakes, ties, spacers, tubes etc. and make good surfaces disturbed – filling any holes with suitable topsoil.

- v. Where periods of extreme drought occur, trees that have not yet established (not healthy, not in full leaf, suppressed growth) need to be watered where their tolerance to drought is deemed to be insufficient.

Tree Planting

- vi. Replace plants which die, are damaged or become no longer viable on a like-for-like basis. Top up mulch where necessary.
- vii. Spraying or strimming of weeds to reduce competition and aid establishment. Not required if weed suppression matting used. Spray and hand weed around tree boles.
- viii. Examine all tree stakes and ties, replace or adjust as appropriate. If the tree has yet to establish, replace or adjust ties, spacers and tree tubes as appropriate. If the tree has established well, then remove all stakes, ties, spacers, tubes etc. and make good surfaces disturbed – filling any holes with suitable topsoil.
- ix. Where periods of extreme drought occur, trees that have not yet established (not healthy, not in full leaf, suppressed growth) need to be watered where their tolerance to drought is deemed to be insufficient.
- x. Tree replacement following the death of the newly planted tree(s).

Riparian Scrub Planting

- xi. Replace plants which die, are damaged or become no longer viable on a like-for-like basis. Top up mulch where necessary.
- xii. Spraying or strimming of weeds to reduce competition and aid establishment. Not required if weed suppression matting used. Spray and hand weed around tree boles.
- xiii. Examine all tree stakes and ties, replace or adjust as appropriate. If the tree has yet to establish, replace or adjust ties, spacers and tree tubes as appropriate. If the tree has established well, then remove all stakes, ties, spacers, tubes etc. and make good surfaces disturbed – filling any holes with suitable topsoil.
- xiv. Where periods of extreme drought occur, trees that have not yet established (not healthy, not in full leaf, suppressed growth) need to be watered where their tolerance to drought is deemed to be insufficient.

Tussock Grassland

- xv. Following establishment the Tussock Grassland in the basins will be cut in accordance with the appended Ecology Park and Drainage Basin Management Phasing Plan, on a four year rotational basis. The Tussock Grassland being cut, one basin per year, during March or August/September, to create a varied structure of grassland habitat that will be of benefit to invertebrates, amphibians, reptiles and other species.
- xvi. All litter, stones or other debris will be collected and removed by the Contractor immediately prior to grass cutting operations Care shall be exercised when mowing or strimming around trees and hedges or other structures.
- xvii. Spot treat persistent pernicious weeds using herbicide following the first season's growth and/or manual hand strimming of target areas either in late summer when adjacent grassland is mown or in early spring. Care will be taken when using herbicide adjacent to riparian and aquatic habitats to prevent pollution of such habitats.

Wet Grassland

- xviii. Following establishment the Wet Grassland in the basins will be cut in accordance with the appended Ecology Park and Drainage Basin Management Phasing Plan, on a four year rotational basis. The Wet Grassland being cut, one basin per year, during March or August/September, to create a varied structure of grassland habitat that will be of benefit to invertebrates, amphibians, reptiles and other species.

- xix. All litter, stones or other debris will be collected and removed by the Contractor immediately prior to grass cutting operations. Care shall be exercised when mowing or strimming around trees and hedges or other structures.
- xx. Spot treat persistent pernicious weeds using herbicide following the first season's growth and/or manual hand strimming of target areas either in late summer when adjacent grassland is mown or in early spring. Care will be taken when using herbicide adjacent to riparian and aquatic habitats to prevent pollution of such habitats.

Native Marginal and Emergent Planting

- xxi. Dense stands of single species (e.g. yellow iris) may benefit from selective thinning as required. Vegetation removal causes the least disruption to wildlife when carried out between September and November.

General

- xxii. Inspect access paths and ensure they are free from weeds, trip hazards or other obstructions. This includes a once annual spray of weeds and any depressions / pits to be filled.
- xxiii. Maintain all seating in good condition. Should any part of a seat be damaged prohibit use, obtain guidance and/ or repair or replace as required. Once annual spray and weed around footings. Repaint as required.
- xxiv. Litter will be removed from the site as part of the general management and maintenance visits.
- xxv. Arboricultural visual inspection, as part of the tree safety risk assessment for the Ecology Park.
- xxvi. Bat boxes to be checked for their presence annually and replaced as necessary. Bat boxes not to be checked internally unless carried out by a licenced bat worker.
- xxvii. Bird boxes to be checked annually for their presence and replaced as necessary. Bird boxes to be cleaned in the autumn (from August onwards).
- xxviii. Any Dormouse boxes to be checked annually and cleaned and replaced as necessary. Dormouse boxes are only to be checked by a licensed Dormouse worker.

I) General Management

- i. Spot-treat pavements and kerbs affected by weeds across the development as necessary.

4. Location Plans

Location plans of Phases 1 and 2 of the Country Park are included in the Phase 1 & 2 Country Park Specification & Management Plan.

Location plans for Phase 3 of the Country Park are included in the Phase 3 Country Park Specification & Management Plan.

Please consult pages 22-32 of the Phase 1 Hedgebank Management Plan and pages 9-16 of the Hedgerow Management Plan Phase 2 for the location plans of hedges in Phases 1 and 2 of the development.

Location plans of nominated open spaces in Phases 1 and 2 including along the MLR, Hayes Square, St Martin's Park, Northwood Acres Play Area are included in the appended Location Plans.

Location plans of the allotments are included in the Allotment Specification & Delivery Programme.

Location plans of the sports pitches are included in the Ingram Sports Pitch Specification.

Location plans of the Ecology Park are included in the Ecology Park and Drainage Basin Hedgerow Management Plan, the Ecology Park and Drainage Basin Landscape Specification & Management Plan and the Ecology Park and Drainage Basin Reed Bed Specification & Management Plan.

Copies of the above documents can be downloaded from our website at <https://www.cranbrooktowncouncil.gov.uk/tender-notice/> or by contacting us direct.

5. Tender Form

Please fully complete, sign and return this form including the declaration below and the additional evidence listed under point 6 (Evaluation) by 23 November 2018 to

Cranbrook Town Council
 Younghayes Centre
 169 Younghayes Road
 Cranbrook
 Devon
 EX5 7DR

| Item | Cost | | | | |
|--|-----------|----------|----------|----------|----------|
| | 2019-2020 | 2020-21 | 2021-22 | 2022-23 | 2023-24 |
| a) Phases 1 and 2 of the Country Park | | | | | |
| a) i. | £ | £ | £ | £ | £ |
| a) ii. | £ | £ | £ | £ | £ |
| a) iii. | £ | £ | £ | £ | £ |
| a) iv. | £ | £ | £ | £ | £ |
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| a) vii. | £ | £ | £ | £ | £ |
| a) viii. | £ | £ | £ | £ | £ |
| a) ix. | £ | £ | £ | £ | £ |
| a) x. | £ | £ | £ | £ | £ |
| a) xi. | £ | £ | £ | £ | £ |
| a) xii. | £ | £ | £ | £ | £ |
| a) xiii. | £ | £ | £ | £ | £ |
| a) xiv. | £ | £ | £ | £ | £ |
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| a) xvi. | £ | £ | £ | £ | £ |
| a) xvii. | £ | £ | £ | £ | £ |
| a) xviii. | £ | £ | £ | £ | £ |
| a) xix. | £ | £ | £ | £ | £ |
| a) xx. | £ | £ | £ | £ | £ |
| a) xxi. | £ | £ | £ | £ | £ |
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| a) xxxix. | £ | £ | £ | £ | £ |
| Total costs: | £ | £ | £ | £ | £ |

| Item | Cost | | | | |
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| | 2019-2020 | 2020-21 | 2021-22 | 2022-23 | 2023-24 |
| b) Phase 3 of the Country Park | | | | | |
| b) i. | £ | £ | £ | £ | £ |
| b) ii. | £ | £ | £ | £ | £ |
| b) iii. | £ | £ | £ | £ | £ |
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| Item | Cost | | | | |
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| | 2019-2020 | 2020-21 | 2021-22 | 2022-23 | 2023-24 |
| b) liv. | £ | £ | £ | £ | £ |
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| b) lvi. | £ | £ | £ | £ | £ |
| b) lvii. | £ | £ | £ | £ | £ |
| b) lviii. | £ | £ | £ | £ | £ |
| b) lix. | £ | £ | £ | £ | £ |
| Total costs: | £ | £ | £ | £ | £ |
| c) Hedgerows in Phases 1 and 2 of the development | | | | | |
| Phase 1 | | | | | |
| H6 | £ | £ | £ | £ | £ |
| H6A | £ | £ | £ | £ | £ |
| H7 | £ | £ | £ | £ | £ |
| H7A | £ | £ | £ | £ | £ |
| H8 | £ | £ | £ | £ | £ |
| H13 | £ | £ | £ | £ | £ |
| H14 | £ | £ | £ | £ | £ |
| H14A | £ | £ | £ | £ | £ |
| H15 | £ | £ | £ | £ | £ |
| H16 | £ | £ | £ | £ | £ |
| H17East | £ | £ | £ | £ | £ |
| H17West | £ | £ | £ | £ | £ |
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| H20A | £ | £ | £ | £ | £ |
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| H36 | £ | £ | £ | £ | £ |
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| H39A | £ | £ | £ | £ | £ |
| H41 | £ | £ | £ | £ | £ |
| H42 | £ | £ | £ | £ | £ |
| H144 | £ | £ | £ | £ | £ |
| H144A | £ | £ | £ | £ | £ |
| H145 | £ | £ | £ | £ | £ |
| H145A | £ | £ | £ | £ | £ |
| H149 | £ | £ | £ | £ | £ |
| NHA1 | £ | £ | £ | £ | £ |
| NHA2 | £ | £ | £ | £ | £ |
| NHA3 | £ | £ | £ | £ | £ |
| NHA4 | £ | £ | £ | £ | £ |
| NHA5 | £ | £ | £ | £ | £ |
| Total costs: | £ | £ | £ | £ | £ |
| Phase 2 | | | | | |
| H1 | £ | £ | £ | £ | £ |
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| H3 | £ | £ | £ | £ | £ |
| H44 | £ | £ | £ | £ | £ |

| Item | Cost | | | | |
|--|-----------|----------|----------|----------|----------|
| | 2019-2020 | 2020-21 | 2021-22 | 2022-23 | 2023-24 |
| H45 | £ | £ | £ | £ | £ |
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| Total costs: | £ | £ | £ | £ | £ |
| d) Along the Main Local Route in Phases 1 and 2 | | | | | |
| Phase 1 | | | | | |
| d) i. | £ | £ | £ | £ | £ |
| d) ii. | £ | £ | £ | £ | £ |
| d) iii. | £ | £ | £ | £ | £ |
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| Total costs: | £ | £ | £ | £ | £ |
| Phase 2 | | | | | |
| d) xi. | £ | £ | £ | £ | £ |
| d) xii. | £ | £ | £ | £ | £ |
| d) xiii. | £ | £ | £ | £ | £ |
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| d) xvii. | £ | £ | £ | £ | £ |
| d) xviii. | £ | £ | £ | £ | £ |
| d) xix. | £ | £ | £ | £ | £ |
| Total costs: | £ | £ | £ | £ | £ |

| Item | Cost | | | | |
|---|-----------|----------|----------|----------|----------|
| | 2019-2020 | 2020-21 | 2021-22 | 2022-23 | 2023-24 |
| e) Open Spaces in Phases 1 and 2 | | | | | |
| Phase 1 | | | | | |
| e) i. | £ | £ | £ | £ | £ |
| e) ii. | £ | £ | £ | £ | £ |
| e) iii. | £ | £ | £ | £ | £ |
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| e) ix. | £ | £ | £ | £ | £ |
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| Total costs: | £ | £ | £ | £ | £ |
| Phase 2 | | | | | |
| e) xiv. | £ | £ | £ | £ | £ |
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| e) xxvii. | £ | £ | £ | £ | £ |
| e) xxviii. | £ | £ | £ | £ | £ |
| Total costs: | £ | £ | £ | £ | £ |
| f) Hayes Square in Phase 1 | | | | | |
| f) i. | £ | £ | £ | £ | £ |
| f) ii. | £ | £ | £ | £ | £ |
| f) iii. | £ | £ | £ | £ | £ |
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| f) vii. | £ | £ | £ | £ | £ |
| f) viii. | £ | £ | £ | £ | £ |
| f) ix. | £ | £ | £ | £ | £ |
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| f) xi. | £ | £ | £ | £ | £ |
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| f) xiii. | £ | £ | £ | £ | £ |
| f) xiv. | £ | £ | £ | £ | £ |
| Total costs: | £ | £ | £ | £ | £ |
| g) St Martin's Park in Phase 1 | | | | | |
| g) i. | £ | £ | £ | £ | £ |
| g) ii. | £ | £ | £ | £ | £ |

| Item | Cost | | | | |
|--|-----------|----------|----------|----------|----------|
| | 2019-2020 | 2020-21 | 2021-22 | 2022-23 | 2023-24 |
| g) iii. | £ | £ | £ | £ | £ |
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| g) xvi. | £ | £ | £ | £ | £ |
| Total costs: | £ | £ | £ | £ | £ |
| h) Northwood Acres Play Area in Phase 2 | | | | | |
| h) i. | £ | £ | £ | £ | £ |
| h) ii. | £ | £ | £ | £ | £ |
| h) iii. | £ | £ | £ | £ | £ |
| h) iv. | £ | £ | £ | £ | £ |
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| h) vii. | £ | £ | £ | £ | £ |
| Total costs: | £ | £ | £ | £ | £ |
| i) Allotments | | | | | |
| i) i. | £ | £ | £ | £ | £ |
| i) ii. | £ | £ | £ | £ | £ |
| i) iii. | £ | £ | £ | £ | £ |
| i) iv. | £ | £ | £ | £ | £ |
| i) v. | £ | £ | £ | £ | £ |
| Total costs: | £ | £ | £ | £ | £ |
| j) Sports Pitches | | | | | |
| j) i. | £ | £ | £ | £ | £ |
| j) ii. | £ | £ | £ | £ | £ |
| j) iii. | £ | £ | £ | £ | £ |
| j) iv. | £ | £ | £ | £ | £ |
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| j) vii. | £ | £ | £ | £ | £ |
| j) viii. | £ | £ | £ | £ | £ |
| j) ix. | £ | £ | £ | £ | £ |
| Total costs: | £ | £ | £ | £ | £ |
| k) Ecology Park | | | | | |
| k) i. | | £ | £ | £ | £ |
| k) ii. | | £ | £ | £ | £ |
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| Item | Cost | | | | |
|---|-----------|---------|---------|---------|---------|
| | 2019-2020 | 2020-21 | 2021-22 | 2022-23 | 2023-24 |
| k) xi. | | £ | £ | £ | £ |
| k) xii. | | £ | £ | £ | £ |
| k) xiii. | | £ | £ | £ | £ |
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| k) xxv. | | £ | £ | £ | £ |
| k) xxvi. | | £ | £ | £ | £ |
| k) xxvii. | | £ | £ | £ | £ |
| k) xxviii. | | £ | £ | £ | £ |
| Total costs: | | £ | £ | £ | £ |
| I) General Management | | | | | |
| l) i. | | | | | |
| Total cost for works a)-l) per annum | £ | £ | £ | £ | £ |

Declaration

I/We agree to complete the work in accordance with the terms and conditions, specifications and schedule of works set out in this document.

I/We understand that Cranbrook Town Council is not bound to accept the lowest or any quote or part thereof and that the Council will not be responsible for any expense incurred in preparing this quote.

I/We certify that the amount of the quote has not been calculated by agreement or arrangement with any other person, firm or company and that the quoted amount has not been communicated to any person and will not be communicated to any person until after the closing date for the submission of quotes.

Contact Details

| | |
|-------------------------|-----------|
| Business name | |
| Address | |
| | Postcode: |
| Contact Name | |
| Contact Position | |
| Landline | |
| Mobile | |
| Email | |
| VAT Reg. No. | |

By signing and submitting this form you agree that you fully understand the commitments and requirements contained therein and, if successful, are willing to be legally bound to the contract as expressed therein.

Signed:

Print Name:

Position:

Date:

6. Evaluation

The following section defines Cranbrook Town Council's method of evaluating the received tenders. Tenders will be evaluated in accordance with the Council's Financial Regulations using the criteria and weighting below.

The Council's Finance & Personnel Committee will evaluate tenders based solely on the information provided in this document and Committee members will evaluate tenders in accordance with the process described below with the aim of establishing a preferred supplier for the Council's requirements and, if appropriate, submitting a recommendation to the Council to award a contract to this supplier.

Confidentiality information relating to the evaluation will not be divulged to anyone outside the Committee as to do so may undermine the integrity of the contract award process.

Decision Making Process

All tenders will be checked for completeness and to ensure they are fully compliant. All complete and compliant tenders will then be evaluated in accordance with the evaluation criteria in terms of their ability to meet the technical requirements specified.

Following the completion of all stages of the evaluation process, the Committee will present its recommendation to the Council. Only following approval from the Council will the bidders be notified of the decision, and confidentiality restrictions lifted from the contract details.

Evaluation Criteria

Tenders will be evaluated on the basis of the most economically advantageous proposal in accordance with Regulation 67 of The Public Contracts Regulations 2015, using the following criteria. Each criterion has been assigned a weighting to reflect the relative importance of such criterion to the Council.

| Criteria | Definition and Required Evidence | Weighting |
|----------|---|-----------|
| Price | <p>The full and final cost over the full term of the contract, taking into account affordability and the commercial stability of a reasonable return for the supplier. The Council will also want to satisfy itself of your ability to increase and decrease the contract as the town grows and additional sites are delivered. Please submit evidence of</p> <ul style="list-style-type: none"> <input type="checkbox"/> your ability to carry out the contract at the quoted cost, <input type="checkbox"/> your financial and/or operational capacity to deliver the contract over a five-year period, <input type="checkbox"/> your last five-years' audited accounts. | 50% |
| Quality | <p>The supplier's ability to perform the contract to the highest standards. Please submit</p> <ul style="list-style-type: none"> <input type="checkbox"/> evidence of your knowledge in and experience of carrying out similar contracts or other relevant evidence during the last five years, <input type="checkbox"/> two references from recent customers of similar works. | 25% |

| | | |
|------------|---|-----|
| Compliance | <input type="checkbox"/> Evidence of the contractor's compliance with all Health & Safety, employment laws and regulations and safeguarding procedures, e.g. by submitting a relevant policy(ies). | 10% |
| Other | <input type="checkbox"/> Evidence of the contractor's approach to customer care, client care and equalities, e.g. by submitting a relevant policy(ies). | 5% |
| | <input type="checkbox"/> Evidence of the contractor's approach to environmental issues, e.g. by submitting a relevant policy(ies). | 5% |
| | <input type="checkbox"/> Please submit evidence of how you will deal with operational constraints of having no streetscene or other compounds on site for the storage of machinery and equipment and how you will manage the disposal of waste. | 5% |