



Homes &
Communities
Agency

INVITATION TO TENDER

NHS.NWM.015 Former Whittingham Hospital Landscape Maintenance & Cleansing Contract 2016 - 2019

Tender Ref: Insert: HCAP17039
Contract Number: NHS.NWM.015

Version 1.0, July 2016

Full name of the Supplier completing the Tender	
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Document Control

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PART A - INFORMATION

- This section provides information on the required Services Contract.
- Suppliers are required to **READ THIS SECTION** carefully to understand the HCA's requirements.
- This Section **DOES NOT** need to be printed and returned with your completed Tender.

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1 Introduction

This Tender document has been issued by the Authority in connection with a competitive procurement procedure. “Authority” means the Homes and Communities Agency (HCA), or anyone acting on behalf of the HCA that is seeking to invite suitable Suppliers to participate in this procurement process.

“You”/ “Your” or “Supplier” means the body completing this Tender **i.e. the legal entity seeking to provide the required Service and responsible for the information provided.** The ‘Supplier’ is intended to cover any economic operator as defined by the Public Contract Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

The Homes and Communities Agency

The Homes and Communities Agency (HCA) is the single, national housing and regeneration delivery body for England.

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

We achieve this by:

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

For more information visit www.gov.uk/hca

2 Procurement Process and Timetable

This Tender is provided on the same basis to all Suppliers.

This Tender takes the form of a Single Stage Tender. All interested candidates who responded to the Contract Notice are Invited to Tender.

No information contained in this Tender or in any communication made between the HCA and any Supplier in connection with this Tender exercise, shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this Tender. The HCA reserves the right to cancel the process at any time.

Under no circumstances shall the HCA incur any liability in respect of this Tender or any supporting documentation. The HCA will not reimburse the costs incurred by Suppliers in connection with the preparation and submission of their response to this Tender.

Direct or indirect canvassing of any Ministers, public sector employee or agent by any potential Supplier concerning this requirement, or any attempt to procure information from any of the above concerning this Tender may result in disqualification of the Supplier from consideration for this requirement.

The Tenders are to be evaluated against the following pre-determined award criteria. A Suitability Assessment will be required to be completed and passed before Suppliers can proceed to further evaluation of Quality and Price.

Part A, [Section 12](#) 'Evaluation Criteria', sets out the evaluation criteria & scoring methodology on which this tender exercise will be evaluated. Suppliers should refer to this information throughout the completion of 'Part B: Documents to be Returned'. The Contract will be awarded on the basis of the most economically advantageous tender.

Evaluation Factor	Weighting
Price	80%
Quality	20%

Set out below is the proposed procurement timetable. This timetable is intended as a guide and, whilst the HCA does not intend to depart from the timetable, it reserves the right to do so at any time.

SUPPLIERS SHOULD NOTE THAT THE DEADLINE FOR TENDER SUBMISSION IS THE DEADLINE FOR SUBMISSION OF COMPLETED PRICED TENDER DOCUMENTATION.

Procurement Stage	Indicative Date [2016]
Contract Notice published	Monday 18 th July
Deadline for Tender Questions	Please refer to Section 2.1 Procurement Queries
Deadline for Tender Submissions (at HCA Gateshead)	Monday 08th August at 13.00hrs
Notification of intention to award contract	Wednesday 17 th August
Pre-Contract Meeting	Week commencing 22 nd August
Contracts awarded and signed	Week commencing 29 th August
Commencement	01 st September

2.1 Procurement Queries

This procurement process is being managed by The Environment Partnership (TEP) Limited on behalf of the HCA. TEP's named point of contact for the procurement of this contract is Lindsey Cunliff. All requests for further information in respect of the contract should be sent using the contact details below. No approach of any kind should be made to any other person within, or associated with, the HCA.

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Any questions in respect of this Tender **should be submitted in writing:**

By e-mail to: HCATenders@tep.uk.com

By post to: The Environment Partnership (TEP) Limited
Genesis Centre
Birchwood Science Park
Birchwood
Warrington
WA3 7BH

Suppliers should specify in their clarification questions if they wish the clarification to be considered as confidential between themselves and the HCA. The HCA will consider any such request and will either respond on a confidential basis or give the Supplier the right to withdraw the clarification question. If the Supplier does not elect to withdraw the question and the HCA considers any clarification question to be of material significance, both the question and the response will be communicated, in a suitably anonymous form, to all prospective Suppliers who have responded.

All responses received and any communication from Suppliers will be treated in confidence but will be subject to the above. Clarification questions and answers will be posted in two locations:

1. Contracts Finder Opportunity Notice; and
2. Client Access Web Portal, link provided within the Contracts Finder Opportunity Notice.

If you wish to receive notification of clarification questions asked by Suppliers and the Agency's response, **Suppliers must click the 'Watch this Notice'** button on the notice within Contracts Finder to receive email notification when changes/updates are made to the notice. Please note in order to use this feature Suppliers must be registered with Contracts Finder.

It is the Suppliers responsibility to check Contracts Finder or our Client Access Web Portal for any updates to the procurement process. No claim on the grounds of lack of knowledge of the above mentioned item will be entertained. Please note that there is no notification facility for the Client Access Web Portal link.

Tender Questions will be answered in accordance with the following schedule. There will be a total of three clarification logs issued for this Contract. Suppliers should ensure that they submit any Questions in sufficient time to allow them to be addressed appropriately, any questions received after the relevant deadline will be addressed in the next clarification where available or not at all in the case of later submission for Clarification Number 3. Suppliers should access the two locations identified above to view clarification questions and the Agency's response.

Tender Clarification Number	Deadline for Questions [2016]	Agency Response [2016]
Response 1	Wednesday 20 th July at 13.00hrs	Thursday 21 st July
Response 2	Wednesday 27 th July at 13.00hrs	Thursday 28 th July
Response 3	Wednesday 03 rd August at 13.00hrs	Thursday 04 th August

2.2 Submission of Tender

Please refer to [Section 2](#) 'Procurement Process and Timetable' for **Deadline for Tender Submission**.

Suppliers must submit their Tender by:

- Paper submission (one hard copy), please do not bind or submit in ring binders; and
- Full supporting digital copy (including all supporting material) on a suitable storage device (CD/Memory Stick).

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The completed Tender **MUST** be returned **using the digital tender label provided** by post. Suppliers should ensure that suitable provision is made to ensure that the document is received by the deadline.

Completed Tender documents may be submitted at any time before the closing date. Please note that completed Tenders received after the closing date may be rejected.

Tenders submitted bearing any marks identifying the Supplier will not be opened. Particular care should be taken that the Suppliers identity is not apparent from any image or resulting from a postal franking device, appearing on the envelope or package.

3 Instructions and Information

3.1 General Information

Suppliers are invited to complete all parts of the enclosed Part B: Documents to be Returned and submit, together with any requested supporting information, by the due date for return.

Tenders must not be accompanied by statements that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders. Only Tenders submitted without qualification strictly in accordance with the Tender documents issued (or subsequently amended by the HCA) will be accepted for consideration. The HCA's decision on whether or not a Tender is acceptable will be final.

The Supplier should check the tender documentation for obvious errors and missing information. Should any such errors or omissions be discovered he must inform the named point of contact for the tender as noted in [Section 2.1](#) 'Procurement Queries' at once in writing. No alteration may be made to any of the documents attached thereto without the written authorisation of the HCA. If any alterations are made, or if these instructions are not fully complied with, the Tender may be rejected.

Suppliers have been asked to include a single point of contact in their organisation for their response to the Tender Document (As detailed in Section 1.3 of the Suitability Assessment). The HCA shall not be responsible for contacting the Supplier through any route other than the nominated contact. The Supplier must therefore undertake to notify any changes relating to the contact promptly or they will be unable to receive communications from the HCA.

Suppliers should answer all questions as accurately and concisely as possible in the same order as the questions are presented. Where a question is not relevant to the Suppliers organisation, this should be indicated with an explanation.

Questions should be answered in English.

Suppliers should ensure all requested information is provided in accordance with the Tender Checklist provided within 'Form B8 Tender Return Checklist'. Information supplied will be checked for completeness and compliance with the instructions before responses are evaluated.

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

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

The HCA expressly reserves the right to require Suppliers to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Tender.

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3.2 Suitability Assessment

The Suitability Assessment has been designed to assess the suitability of a Supplier to deliver the Authority's contract requirement(s).

Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly 'N/A'.

Where requirements as specified within the Suitability Assessment ([Form B2](#)) are not currently held, Suppliers are required to identify how they intend to deliver the Service on award i.e. securing the qualifications on award and prior to the start of the contract, or sub-contracting to a suitably qualified third party.

Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration. A template for providing additional information is provided at the end of the Suitability Assessment document.

3.2.1 Verification of Information Provided

Whilst reserving the right to request information at any time throughout the procurement process, the Authority may enable the Supplier to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence that the Supplier can meet the specified requirements (such as the questions in Section 5 of the Suitability Assessment relating to Technical and Professional Ability) the Authority may only obtain such evidence after the final tender evaluation decision i.e. from the Preferred Supplier only.

This information will normally be required to be provided within 7 days of informing the Preferred Supplier(s) and in any case prior to undertaking of Pre-Contract Meeting.

3.2.2 Sub-contracting arrangements

Where the Supplier proposes to use one or more sub-contractors to deliver some or all of the contract requirements, the sub-contracting arrangements template provided at the end of the Suitability Assessment should be completed to provide details of the proposed bidding model, that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.

The Authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Suppliers should be aware that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the Supplies and/or Services required. Suppliers should, therefore, notify the Authority immediately of any change in the proposed sub-contractor arrangements. The Authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

3.2.3 Consortia arrangements

If the Supplier completing the Suitability Assessment is doing so as part of a proposed consortium, the following information must be provided;

- Names of all consortium members;
- The lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
- If the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.

Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the Authority as being necessary for the satisfactory performance of the contract.

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All members of the consortium will be required to provide the information required in **all** sections of the Suitability Assessment as part of a single composite response to the Authority i.e. each member of the consortium is required to complete the form.

Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.

The Authority recognises that arrangements in relation to a consortium bid may be subject to future change. Suppliers should therefore respond on the basis of the arrangements as currently envisaged. Suppliers are reminded that the Authority must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

3.2.4 Confidentiality

When providing details of contracts in answering Section 5 of the Suitability Assessment (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

The Authority reserves the right to contact the named customer contact in Section 5 regarding the contracts included. The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

The Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contract Regulations 2015.

3.2.5 Grounds for Mandatory Exclusion

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

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

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

Any Supplier that answers ‘Yes’ to questions 2.1 Grounds for Mandatory Exclusion and 2.2 Non Payment of taxes must refer to [Section 3.2.7 Self-Cleaning](#).

3.2.6 Grounds for Discretionary Exclusion – Part 1

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

Conflicts of interest

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

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Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the Authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Supplier.

Taking Account of Suppliers' Past Performance

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

In addition, the Authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

Any Supplier that answers 'Yes' to questions 2.2 Grounds for Discretionary Exclusion must refer to [Section 3.2.7 Self-Cleaning](#).

3.2.7 Self-cleaning

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

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

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

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

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

3.2.8 Technical and Professional Ability

The following guidance relates to the Suitability Assessment [Section 5 - Technical and Professional Ability](#).

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

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

Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the

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principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).

Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services.

4 Scope of Services

The HCA's approach to landscape maintenance is led by the following principles:

- Deliver aesthetical benefits to both promote the sale of land to prospective developers and address potential impact of the landscape on adjacent residential and business properties;
- Ensure that legal duties are met e.g. Environment Protection Act 1990;
- Promote maintenance in accordance with biodiversity regulations and best practice;
- Assist with the most cost effective approach to securing landscape management;
- Respond proactively to additional service requirements; and
- Identify and rectify health and safety issues.

The HCA is seeking to appoint a competent Supplier for the provision of landscape maintenance and cleansing services at the Former Whittingham Hospital Site. Whittingham Hospital is located at OS Grid Reference SD505345, north east of the City of Preston, Lancashire, and adjoining the village of Goosnargh. Founded in 1869, Whittingham was the largest mental hospital in the UK before its closure in 1995. The site was acquired by the HCA from the NHS in 2005. Large parts of the site have been subject to a demolition contract leaving areas of rough ground. The site also comprises of areas of grassland, scrub and mature trees.

This contract is envisaged to have duration of 1 year with provision for a further +1, +1 year extension under the same Terms and Conditions of this contract. Any contract extensions will be based on tendered Rates and Prices.

The anticipated commencement date for the Service is 01st September 2016. Prior to Tendering, Suppliers should ensure that they have the availability and capacity to commence and deliver the Service within a timely manner.

Typical planned Services under this contract comprise of but are not exclusively limited to the following:

- Site inspections, whereby the Supplier shall indicate; all matters relating to the maintenance specification, recommendations for necessary Service, incidences of vandalism, flytipping, trespass and adjustments to the scheduled Service;
- Grass Cutting;
- Hedge Cutting;
- Scrub Control;
- Weed Control; and
- Cleansing.

This contract is a performance based, the performance of which will be monitored via Key Performance Indicators (KPI's).

The Maintenance Specification and Contract Drawings which will govern this Service are included within Appendix 1 and 2 respectively. Suppliers should carefully review the Service requirements prior to Pricing. The Contract Drawings are for information purposes only and do not purport to represent

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the landscape of the site in precise detail. Service areas are indicative only and should not be precisely scaled from.

Suppliers should review all quantities included within the Specification and Schedule of Works which are provided for guidance purposes only. Suppliers should make their own assessment of the actual quantities required by visiting the site prior to submitting a Tender. Suppliers **must** view the sites for the purposes of pricing this Service. Details of access arrangements are provided within [Form B7](#) Access Arrangements and Site Visit Confirmation included within Part B Documents to be Returned.

The Specification describes the requirements, but all the Services implied thereby or necessary for the full and proper completion of this contract are to be performed by the Supplier in the best and most suitable manner. The Supplier should note that all items of the Service contained within the Specification have been described in reasonable detail, but the Supplier shall consider them in conjunction with manufacturers recommendations and actual Services on site and shall include in his price for everything necessary to allow him to carry out the Service in the best manner, whether specifically mentioned or not.

Suppliers must review the scope of Service following the first month on-site and should report back any potential concerns. Requirements to alter the Services beyond those currently specified are at the discretion of the HCA. Amendments to Service will be addressed via a variation to the contract by the appointed Supervising Officer. The Supplier may not use the sites for any purpose other than the carrying out of the Service.

In addition to the routine Service provision, there may be requirements for Suppliers to undertake selective repairs to infrastructure (e.g. fencing or structures), which are included within Unplanned Works under the terms of this contract. All sites have the potential for Health & Safety issues to arise, and under these circumstances the HCA requires a quick response from Suppliers to address such issues. Typical Unplanned (proactive/reactive) Works which may be undertaken as part of this contract include:

- Installation and repair to fencing including post and rail, stock proof fencing and palisade fencing;
- Installation of signage including wooden and heavy duty metal signage;
- Selective thinning works;
- Felling of individual trees; and
- Removal of fly-tipping.

The site is currently owned by the HCA. The Supplier will be expected to develop a good working relationship with the HCA and their appointed agent(s) to ensure delivery of high quality Service. Where appropriate the Supplier may be required to co-operate and work with other Suppliers/Contractors appointed by the Employer.

In addition to the above, and critical to the safe operation of this contract, the Supplier will be required to develop a strong working relationship and understanding of site protocols to ensure risks are minimised, in particular emergency procedures. Activities of Suppliers on site are to be governed by detailed site risk assessments covering all required Services with reference to all relevant legislation and operating procedures (including emergency procedures). The Site Risk Assessment for the site has been included within Appendix 4 for information purposes. Activities should be further governed by best practice in regards to landscape management, health & safety and biodiversity.

The site is publicly accessed (either authorised or unauthorised (trespass)) and, therefore, Suppliers should take account of the safety of both their own staff and general members of the public. Suppliers should be aware that whilst working on HCA owned sites, they represent the 'public face' of the HCA. Suppliers should ensure that they behave in a professional manner whilst working on sites. Suppliers may in some instances be approached by members of the public requesting information. Suppliers should ensure that members of the public are dealt with courteously and that queries are forwarded to the Supervising Officer promptly.

Suppliers on appointment will be required to identify a list of staff to be allocated to this contract. Only allocated staff will be permitted to provide Services on the contract, therefore, Suppliers should ensure

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that a suitable 'reserve' of staff are trained should primary staff be subject to illness or other factors which may make them unable to work. Suppliers will be required to notify the Supervising Officer in writing should they wish to add or remove staff allocated to this contract and the reasons for this. All staff working on this contract will be required to wear coveralls which make them easily identifiable and carry ID cards at all times.

Suppliers should note the Health and Safety requirements for this contract as detailed in [Section 11 Health and Safety](#).

Requirements is for the following level of insurance as specified within the Contract Terms and Conditions which are to be fully in place for Contract Commencement. The specified insurance levels are required to be maintained throughout the duration of Service Provision.

- £10 Million Employers Liability;
- £10 Million Public Liability; and
- £5 Million Professional Indemnity Insurance

Applications for payment of provision of landscape maintenance and cleansing services will normally be serviced on a monthly basis subject to the approval of the Employer or their appointed agent(s). The Employer and/or their appointed agents will make an assessment prior to processing applications as to whether Services have been delivered to the required standard and quality.

Submission of application for payment and/or invoices will be supported by Quarterly review meetings with the Employer or their appointed agent(s) (usually in the form of a site meeting), with performance measured by Monthly Key Performance Indicators (KPI's). Prompt and regular invoicing is a key priority for the HCA.

The Supplier should be aware that the HCA is gradually disposing of its estate and, therefore, reserves the right to remove part, or all of the site from the Contract Area. Whilst the HCA's is looking to dispose of its assets there still remain incidences where new sites/land areas are acquired or circumstances change requiring additional operations that may be appropriate to be managed via an existing operational Landscape Maintenance Contract. Suppliers should therefore, note that the Service requirements under this Contract may also increase. The HCA endeavours to provide reasonable notice to its Suppliers in respect of any increase or decrease in the Contract Area or level of required Service provision.

5 The Contract & Administration

Contract

A digital copy of the contract has been provided with this document. The Contract Terms & Conditions shall be those of the HCA Appointment of Landscape Contractor, relating to Former Whittingham Hospital Landscape Maintenance & Cleansing Contract 2016 – 2019 (Contract Number: NHS.NWM.015).

The submission of a Tender will denote the Suppliers acceptance of an undertaking to comply with the clauses contained in this contract.

This contract is envisaged to have duration of 1 year with provision for a further +1, +1 year extension on written instruction for the Employer. Any contract extensions will be under the same Terms and Conditions and Specification of the initial Contract Term. The contract has been included within Appendix 3.

This Contract is a Performance based contract, the performance of which will be monitored via Monthly Key Performance Indicators (KPI's).

The Contract Sum shall remain fixed for the first year from the Commencement Date, following which subsequent years will then be subject to adjustment in accordance with the All Item Index of Retail Prices (RPI). The amount of the RPI adjustment to the Contract Sum shall be agreed at the start of each annual anniversary from Commencement by the Employer. The contract is subject to Key Performance Indicator monitoring (KPI), in the event the Supplier fails to achieve the required KPI

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score (as detailed under Clause 9 of the Contract) then the Supplier shall not be entitled to any uplift of the Contract sum.

Administration

The HCA is the Client for the Service and will be responsible for all remuneration to the Supplier.

The Former Whittingham Hospital Landscape Maintenance & Cleansing Contract, 2016 -2019 will be managed by The Environment Partnership (TEP) Limited, or any other person as the Employer may nominate from time to time.

The tendering Supplier should appoint a Contract Manager to oversee the management of the Service and staff, the Contract Manager should have the appropriate seniority and skills to facilitate the effective delivery of this contract. In the event of absences or annual leave the Supplier should nominate a suitable alternative contact for this contract.

The Supplier will be required to attend site meetings with HCA or its appointed Supervising Officer. It is envisaged that these meetings will be on a Quarterly basis however, HCA reserve the right to change the frequency of the meetings dependent on Suppliers performance and other issues arising.

6 Quality

A Quality Submission schedule has been provided with this Tender ([Form B3](#)), which must be **completed and returned** as part of the tender response.

7 Pricing

Schedule of Works ([Form B4](#)) (excel document) has been provided with this Tender which must be completed and returned as part of the Tender Response.

Suppliers are required to bring forward the total fixed price to the Form of Tender contained within [Form B5](#). No alteration may be made to the Schedule of Works provided.

Please ensure Form B5, 'Form of Tender' is at the front of your response.

Price will account for 80% of the overall score and is to be evaluated as outlined below

Price Evaluation

Marks available for Pricing will be given on the basis of variance from 'Best Price'.

Whereby;

Supplier 1 bid the lowest total rates and is awarded 100% of the marks available for this section which is 80 marks.

Supplier 4 bid at 110% of Supplier 1's rates, and is awarded 1/110% of the marks available, which is 72.73 marks

Note: the example figures below are purely illustrative to demonstrate scoring:

	Total weighted rate	Lowest Rate	% score in relation to lowest Tender.	Score
Supplier 1	£50,000	£50,000	100%	80.00
Supplier 2	£51,000	£50,000	102%	78.43
Supplier 3	£53,000	£50,000	106%	75.47
Supplier 4	£55,000	£50,000	110%	72.73
Supplier 5	£60,000	£50,000	120%	66.67

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The Supplier shall bear all costs associated with the preparation and submission of the Tender. The Supplier shall satisfy himself before submitting his Tender that he has adequate labour to provide the Service and that he is able to obtain all supplies and equipment required in connection with the Service. The Supplier is to formulate its Price taking into account (but not exclusively limited to) the following factors:

- The contract will be based on a 1 year initial term with provision for a further +1, +1 year extension on written approval of the Employer;
- The Contract Sum shall remain fixed for the first year from the Commencement Date, following which subsequent years will then be subject to adjustment in accordance with the All Item Index of Retail Prices (RPI).
- To ascertain a total 3 year contract value (1 year initial term, plus two one year extensions) a RPI value of 3.5% has been applied to the Final Total for years 2 and 3 for the purposes of this Tendering exercise. The **actual amount** of the RPI adjustment to the Contract Sum shall be agreed at each annual anniversary from Commencement by the Employer and is dependent on Clause 3 'Key Performance Monitoring Instructions' in the Appointment of Landscape Contractor. In the event the Supplier fails to achieve the required KPI score as detailed within Clause 3 'Key Performance Monitoring Instructions' then the Supplier shall not be entitled to any uplift of the Contract sum. The Supplier should refer to Clause 3 'Key Performance Monitoring Instructions' and Clause 9 'Payments' in the Appointment of Landscape Contractor included within Appendix 3;
- The Supplier **must visit** and inspect the site and satisfy himself of the full requirements of the Contract, prior to submission of his Tender. He shall carry out any investigations that he may consider necessary to satisfy himself of the extent, character and accessibility of the site and all other conditions affecting the Service. Please note Suppliers are to provide written confirmation of undertaking a site visit;
- No claim on the grounds of lack of knowledge of any of the above mentioned items will be entertained;
- The Supplier shall liaise with the statutory service providers as necessary for the location of services which may require to be verified for the safe execution of the Service;
- The accuracy and dimensions scaled from the drawings is not guaranteed;
- Suppliers must include for all Service shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Service. Quantities required for tendering will be the responsibility of the Supplier;
- All costs necessary to carry out the Service in question to the reasonable satisfaction of the Employer, including all necessary equipment, administration, management overheads, profit and the like;
- Prices quoted shall be exclusive of VAT; and
- **The Person submitting this Tender must have the necessary authority to enter into Contractual Arrangements on behalf of the organisation and certify that they are able to undertake the Service at the Tendered price. This includes any authority from Parent Companies.**

Where the rates stated do not appear to be reasonable, the HCA may initially seek clarification from the Supplier. If after clarification has been sought and the HCA still considers rates provided to be either excessively high or divisively low and unjustified in relation to the services, the HCA may reject the Tender.

The HCA may also reject a Tender where the evidence supplied does not satisfactorily account for the abnormally low rates, with specific reference to the economics of the services provided; exceptionally favourable conditions for the supply of services; obligations to subcontractors; applicable environmental, social and labour law; and the risk of State aid.

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8 Transparency

This procurement and award of this Contract is subject to the transparency arrangements being adopted by the UK Government. These arrangements include the publication of Tender documentation issued by the HCA and the Contract between the HCA and Supplier. Suppliers should highlight any areas they consider commercially sensitive in order for the HCA to be able to honour our transparency obligations without undermining the Suppliers commercial interests.

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

9 Freedom of Information

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

10 Bribery and Corruption

The HCA takes a zero-tolerance approach to bribery and corruption and sets high standards of impartiality, integrity and objectivity in relation to the stewardship of public funds and the management of its activities. The principles contained within this policy apply to both internal and external audiences, including anyone wishing to undertake business or engage with the HCA. Please refer to <https://www.gov.uk/government/publications/anti-bribery-and-corruption-policy> for further information.

11 Health and Safety

Suppliers wishing to tender for HCA contracts which involve physical Works or Services such as construction, demolition or building maintenance, must either be registered and assessed by a prequalification assessment scheme which is a member of SSIP (Safety Schemes in Procurement), be able to demonstrate membership of an equivalent scheme or complete a Health and Safety Questionnaire.

SSIP membership must either already be in place, or be likely to be in place when Tenders are to be returned to the HCA. Therefore, it is recommended that applications should already be submitted when Suppliers submit their Suitability Assessment. Further information on SSIP and details of assessment scheme members can be found on <http://www.ssip.org.uk/>.

If a Supplier is already registered and compliant with a SSIP approved scheme, then the requirements for your Suitability Assessment response will be reduced. The validity of SSIP membership will be checked and verified.

If your organisation is a designer (construction related) or providing Principal Designer Services (as defined in Construction (Design and Management) Regulations 2015 (CDM 2015)), you will need to be registered and assessed as a Designer or Principal Designer. Details of SSIP schemes which undertake such assessments can be found at <http://www.ssip.org.uk/>.

Although the HCA recognises any SSIP approved scheme, its preferred prequalification scheme is CHAS (Contractor Health and Safety Assessment Scheme). In order to register with CHAS and

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undergo an assessment you will need to visit the CHAS website <http://www.chas.gov.uk/downloadq.asp> and download the relevant application forms.

There is one form for employers with 5 employees or over (Appendix 2) and one for employers with less than 5 employees and sole traders (Appendix 2a).

Please follow the online instructions and guidance for completing your application form and arranging for your application to be assessed. Please note that CHAS will charge a small fee to cover the cost of your assessment. Details of fees can be obtained from the web site.

Your application should normally be assessed within 10 to 15 working days of CHAS receiving your completed questionnaire; however, it is recommended that you apply as soon as possible to ensure that your registration is in place and satisfactory prior to submitting your Suitability Assessment.

Suppliers who are not a SSIP member and do not plan to be by the time tender returns are due can either submit details of equivalent membership or complete the Health and Safety Questionnaire. Details of equivalent membership schemes will be investigated and the HCA reserves the right to contact Suppliers to investigate this further in order to assess these fairly. For the avoidance of doubt details of equivalent membership schemes will need to be provided in English.

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12 Evaluation Criteria

RELATING TO PART B, FORM B2 – SUITABILITY ASSESSMENT			
- All Suppliers are required to complete the Suitability Assessment. - Criteria for Evaluation are Pass or Fail. - The Suitability Assessment will be evaluated first. If a Supplier 'fails' any element of the Suitability Assessment, then further Quality and Price submissions will not be evaluated. - Scoring from the Suitability Assessment will not be taken forward to the 'Overall Score', this will be based on 'Quality and Price'.		Scoring methodology: Pass – all information/documentation provided Fail – major information requirements missing If any part is left incomplete the section will be marked as Fail	
Section	Title	Assessment	Evaluation Guidance
1	Supplier Information		
1.1	Supplier Details	Pass/Fail	Pass – all information/documentation provided Fail – major information requirements missing If any part is left incomplete the section may be marked as Fail. If the question is not applicable, please mark your response as "N/A" and provide a brief explanation.
1.2	Bidding Model	Pass/Fail	Pass – all information/documentation provided Fail – major information requirements missing If the Supplier completing this Suitability Assessment is doing so as part of a proposed consortium, the following information must be provided; - names of all consortium members; - the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and - if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix. All members of the consortium will be required to provide the information required in all sections of the Suitability Assessment i.e. each member of the consortium is required to complete the form. Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix. If any part is left incomplete the section may be marked as Fail. If the question is not applicable, please mark your response as "N/A" and provide a brief explanation.

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1.3	Contact Details	Pass/Fail	Pass – all information/documentation provided Fail – major information requirements missing Suppliers have been asked to include a single point of contact in their organisation for their response to Section 1.3 of the Suitability Assessment. The HCA shall not be responsible for contacting the Supplier through any route other than the nominated contact. The Supplier must therefore undertake to notify any changes relating to the contact promptly or they will be unable to receive communications from the HCA. If any part is left incomplete the section may be marked as Fail. If the question is not applicable, please mark your response as “N/A” and provide a brief explanation.
1.4	Licensing and Registration	Pass/Fail	Pass – all information/documentation provided Fail – major information requirements missing If any part is left incomplete the section may be marked as Fail. If the question is not applicable, please mark your response as “N/A” and provide a brief explanation.
2	Grounds for Mandatory Exclusion	Pass/Fail	The HCA may treat as ineligible and may not select an economic operator in accordance with the Regulations, if the economic operator or its directors or any other person who has powers of representation, decision or control of the economic operator has been convicted of any of the defined offences. Pass – all questions answered ‘no’ or any ‘yes’ responses accompanied with further details in a separate Appendix. Reasoning provided is to the satisfaction of the HCA. Fail – failure to answer any questions or any question answered ‘yes’ without further details provided in a separate Appendix, or reasoning is not to the HCA’s satisfaction.
3	Grounds for discretionary exclusion – Part 1	Pass/Fail	The HCA may treat as ineligible and may not select an economic operator in accordance with the Regulations, if the economic operator or its directors or any other person who has powers of representation, decision or control of the economic operator has been convicted of any of the defined offences. Pass – all questions answered ‘no’ or any ‘yes’ responses accompanied with further details in a separate Appendix. Reasoning provided is to the satisfaction of the HCA. Fail – failure to answer any questions or any question answered ‘yes’ without further details provided in a separate Appendix, or reasoning is not to the HCA’s satisfaction.

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Economic & Financial Standing			
Please note: Information relating to Economic and Financial Standing will only be evaluated for the Preferred Supplier(s) following evaluation of Quality and Price.			
4.1/4.2	Demonstration of Economic and Financial Standing	Pass/Fail	Pass – all information/documentation provided Fail – major information requirements missing If any part is left incomplete the section will be marked as Fail. If the question is not applicable, please mark your response as “N/A” and provide a brief explanation. In reaching our conclusion on an Suppliers economic financial standing (pass or fail), the financial information presented will be assessed by the HCA’s in-house, professionally qualified financial due diligence team. Consideration of the financial information provided will include the following: • Completeness of financial information provided – failure to provide one of the five permitted form of financial information and associated explanation considered a ‘fail’ • Age of financial information provided – where the latest financial statements have yet to be filed within their due date, the HCA will request draft financial statements and/or management accounts from the Supplier to enable a more up to date review. Failure to provide additional information in a suitable formats identified will constitute a ‘fail’; • Opinion of the auditors within the financial statements – concerns over going concern considered a ‘fail’. No going concern issues considered a ‘pass’ • Suppliers currently the subject to any kind of administration or liquidation arrangements will be considered a ‘fail’. Absence of administration or liquidation arrangements considered a ‘pass’ • The level and nature of outstanding CCJs (either disclosed or obtainable from public registers) – ability to fund CCJs from existing case reserves considered a ‘pass’, inability to fund CCJs from existing cash reserves considered a ‘fail’ Pass – all above 5 measures considered a ‘pass’ Fail – one or more of the above 5 measures considered a ‘fail’

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4.3	Level of Economic and Financial Standing	Pass/Fail	Both average turnover for the last two years (or equivalent value) is equal to or more than x2 the contract value* (as tendered including any provisional sums, contingent sums, options and later phases) and the current ratio (current assets/current liabilities) is greater than 1. Fail – Either average turnover for the last two years (or equivalent value) is less than x2 the contract value as tendered including any provisional sums, contingent sums, options and later phases) or current ratio (current assets/current liabilities) is equal to or less than 1. *The HCA reserves the right to use information relating to other contracts they have awarded and/or bidding with a particular Supplier to ensure that turnover is x2 the contract being considered here but the total combined recent award and amounts due on existing HCA contracts should the Supplier be successful. In the first instance Suppliers should self-certify on the basis of this contract only and indicate whether they have other contracts with the HCA which may be relevant at the verification stage. In assessing this the HCA will seek to confirm the Suppliers own assessment of this to ensure accurate assessment of this test.
4.4	Financial Guarantee	Pass/Fail	Pass – all information/documentation provided. Parent Company confirmed as willing to provide guarantee if necessary; details of where a guarantee may be obtained from elsewhere provided and reasoning is to the satisfaction of the HCA. Fail – major information requirements missing. Parent Company confirmed as not willing to provide a guarantee. No details provided as to where a guarantee may be obtained from elsewhere or reasoning provided is not to the satisfaction of the HCA.
5	Technical and Professional Ability	Pass/Fail	Pass – Sections 5.1 to 5.4 OR 5.5 complete in full with information which relates to the subject matter of the contract Fail – 5.1 to 5.4 OR 5.5 incomplete.
6A	Insurance	Pass/Fail	Pass – minimum requirements for insurance are in place, or an assurance is provided to confirm that the insurance will be in place by the contract commencement date Fail – minimum requirements for insurance are not in place, and no assurance is provided to confirm that the insurance will be in place by the contract commencement date • £10m Employers Liability Insurance, for each and every occurrence; • £10m Public Liability insurance, for each and every occurrence; and • £5m Professional Indemnity Insurance.
6B	Compliance with equality legislation	Pass/Fail	Pass –Sections B.1 & B.2 answered 'no' or any 'yes' responses accompanied with further details in a separate Appendix. Reasoning provided is to the satisfaction of the HCA and Section B.3 answered 'yes' Fail – failure to answer Questions B.1 – B.3 or Sections B.1 & B.2 answered 'yes' without further details provided in a separate Appendix, or reasoning is not to the HCA's satisfaction and/or Section B.3 answered 'no'

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6C	Environmental Management	Pass/Fail	Pass –Sections C.1 answered ‘no’ or any ‘yes’ responses accompanied with further details in a separate Appendix. Reasoning provided is to the satisfaction of the HCA and Section C.2 answered ‘yes’ Fail – failure to answer Questions C.1 – C.2 or Sections C.1 answered ‘yes’ without further details provided in a separate Appendix, or reasoning is not to the HCA’s satisfaction and/or Section C.2 answered ‘no’
6D Health and Safety			
Part 1			
1.1	Health and Safety Policy	Pass/Fail	Pass – Question 1.1 answered ‘yes’ and Health and Safety Policy provided is to the satisfaction of the HCA; or for Suppliers that are self-employed or employ less than 5 people information has been provided on arrangements for management of health and safety to the satisfaction of the HCA. Fail – Failure to answer Questions 1.1, Question 1.1 answered ‘No’, or information provided on Health and Safety Policy or management arrangements for health and safety is not to the satisfaction of the HCA.
1.2	SSIP Registration	Pass/Fail	Pass – Question 1.2 answered ‘yes’ or information has been provided on a similar scheme which is to the satisfaction of the HCA; or you are in the process of registration to a SSIP scheme and date of registration is proposed to be achieved prior to contract commencement as indicated in Section 2’ Procurement Process and Timetable. Fail – Failure to answer Question 1.2. Question 1.2 answered ‘no’ or information on similar scheme is not to HCA’s satisfaction, or proposed date of registration does not meet with project timescales for contract commencement as indicated in Section 2’ Procurement Process and Timetable. Please note: Suppliers that are not registered with SSIP or equivalent scheme are required to provide their health and safety policy documentation and complete Part 2, Health and Safety Questionnaire. Please refer to Evaluation Criteria, Health and Safety, Part 2 for the assessment criteria.
1.3	Enforcement	Pass/Fail	Pass –Question 1.3 answered ‘no’ or any ‘yes’ responses accompanied with further details in a separate Appendix. Reasoning provided is to the satisfaction of the HCA. Fail – Failure to answer Questions 1.3, or Question 1.3 answered ‘yes’ without further details provided in a separate Appendix, or reasoning is not to the HCA’s satisfaction.
1.4	Use of Sub-contractors	Pass/Fail	Pass – Question 1.4 answered ‘yes’. Fail – Failure to answer Question 1.4, or Question 1.4 answered ‘no’
1.5	RIDDOR	Pass/Fail	Pass – No injury, disease or dangerous occurrence reported to the enforcing authorities under RIDDOR, or any details provided on injury, disease or dangerous occurrence show effective remedial action and changes in procedures as a result of incidents to the satisfaction of the HCA. Fail – Failure to answer Question 1.5 or details provided on injury, disease or dangerous occurrence and the remedial action and changes in procedures as a result of incidents are not to the satisfaction of the HCA.

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Part 2			
3.1 – 3.12	Health and Safety Questionnaire	Pass/Fail	Pass – Answered ‘yes’ to all questions and appropriate evidence provided to the satisfaction of the HCA. Fail – Answered ‘no’ to one or more question or answered ‘yes’ to all question but one or more questions were not supported by appropriate evidence and or the evidence provided is not to the satisfaction of the HCA.

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RELATING TO PART B, FORM B3 - QUALITY

- Quality will account for 20% of the Overall Score.
- A **Quality threshold** will be applied to this Tender. Should a Supplier score below 4 marks (poor response) for any Quality Question then Price Submissions will NOT proceed to final evaluation.
- Guidance notes have been provided which indicate to Suppliers information that the HCA will use to evaluate a response.
- Evaluation criteria will be based on a scoring of 0 – 10, the details of which are shown to the right.
- Please note maximum page limits in respect of each question. Only information within the maximum page threshold will be reviewed.

Scoring methodology:

0 - 3 Poor response, not scored

4 – 6 Average response to requirement and some examples provided

7 – 8 Good response to requirement and good range of examples provided

9 – 10 Excellent response to the requirement good range of examples, highly relevant to the contract requirements

Evaluators will initially work independently. Once they have completed their independent marking they will meet to discuss, understand and moderate any difference in the marks they have awarded via a consensus meeting, where a single consensus score for each question will be agreed.

The scoring will be on the basis of whole numbers and the consensus score will also be a whole number. A good response will, for example, gain a score of 8 or 7. The difference in the score will be on the basis that limitations have been identified, but these are not so serious as to reduce the score to 6 (i.e. average). These minor limitations are however sufficient that a score of 7 may be more appropriate than 8. Where scores are subsequently weighted, there is potential for fractions of full marks to be awarded. These will be expressed as decimals to two decimal places

Number	Criteria	Demonstrated by	Weighting
1	Technical Question 1 Delivery of Service <i>Maximum page limit = 2 sides of A4, minimum font size 10 point</i>	Particular consideration should be given (but not limited to) the following: • How will you deliver compliance with the contract documents, specification and supporting information, in particular how will you work to the KPI's included within the contract to ensure compliance throughout the duration of the Contract. . • What management and resource structure would you adopt for the delivery of the Service; and • Please demonstrate competence of key personnel to be used on the project via CV's, training certificates, qualifications and project experience to support response. In particular competence/evidence of the following should be provided (a) Contract Management e.g. CSCS Contracts Manager Card; (b) Ability to understand principals of Risk Management e.g. CIEH Level 2/3 Risk Assessment Principles & Practices, NEBOSH, IOSH etc. (c) First aid training relevant to the roles and responsibilities; (d) Use of Plant/Machinery including chainsaws, hedge trimmers, ride on mowers e.g. Construction Plant Competence Scheme (CPCS); (e) Training/experience in use of pesticides/herbicides <i>Suppliers should refer to Specification, Contract Drawings and Schedule of Works provided in this Tender.</i>	10%

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2	Technical Question 2 Public Presence <i>Maximum page limit = 2 sides of A4, minimum font size 10 point</i>	• As the public face of the HCA, how will you ensure that site based operatives have the skills, knowledge and experience to address the public and handle their concerns in a courteous and polite manner? • Give examples of how you have taken into consideration public presence on site (both authorised and unauthorised)? • What procedures will you have in place for escalation of problems where required and how do you ensure that issues are effectively resolved to the satisfaction of the client? How is this recorded?	5%
3	Technical Question 3 Risk Management <i>Maximum page limit = 2 sides of A4, minimum font size 10 point</i>	• Who will be responsible for health and safety of the project what qualifications and experience do they have to demonstrate they are suitable and competent to provide this role? • What approach would you take to identifying risks associated with the Service? • How will you identify the risk owner? • How will you ensure measures are implemented to safeguard and mitigate risks to the HCA, You and Third Parties and how will you communicate these?	5%

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RELATING TO PART B, FORM B4 – SCHEDULE OF WORKS

Price will account for 80% of the Overall Score

This contract will be awarded on the basis of the overall most economically advantageous tender submitted to the HCA.

Criteria	Demonstrated by	Scoring Method and Importance																														
Price	Provision of rates for a range of operations, which are carried forward into Form B4 Schedule of Works	Supplier 1 bid the lowest total rates and is awarded 100% of the marks available - 80 marks. Supplier 4 bid at 110% of Supplier 1's rates, and is awarded 1/110% of the marks available, which is 72.73 marks Note: the example figures below are purely illustrative to demonstrate scoring <table><tr><th></th><th>Total weighted rate</th><th>Lowest Rate</th><th>% score in relation to lowest Tender.</th><th>Score</th></tr><tr><td>Supplier 1</td><td>£50,000</td><td>£50,000</td><td>100%</td><td>80.00</td></tr><tr><td>Supplier 2</td><td>£51,000</td><td>£50,000</td><td>102%</td><td>78.43</td></tr><tr><td>Supplier 3</td><td>£53,000</td><td>£50,000</td><td>106%</td><td>75.47</td></tr><tr><td>Supplier 4</td><td>£55,000</td><td>£50,000</td><td>110%</td><td>72.73</td></tr><tr><td>Supplier 5</td><td>£60,000</td><td>£50,000</td><td>120%</td><td>66.67</td></tr></table>		Total weighted rate	Lowest Rate	% score in relation to lowest Tender.	Score	Supplier 1	£50,000	£50,000	100%	80.00	Supplier 2	£51,000	£50,000	102%	78.43	Supplier 3	£53,000	£50,000	106%	75.47	Supplier 4	£55,000	£50,000	110%	72.73	Supplier 5	£60,000	£50,000	120%	66.67
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Worked example of how your Quality score will be used to give a weighted score

Supplier	Q1 - Score out of 10	Weighting	Weighting Multiplier	Weighted Score
A	6	10%	1	6
B	8	10%	1	8

Worked example of how your price will be used to calculate a score

Supplier A	Supplier A Form of Tender price	Lowest price as % of Supplier A price	Supplier A marks out of 80
	350	$350/350 = 100\%$	$100\% * 80 = 80$
Supplier B	Supplier B Form of Tender price	Lowest price as % of Supplier B price	Supplier B marks out of 80
	700	$350/700 = 50\%$	$50\% * 80 = 40$

Worked example of Overall Result

Supplier	Quality Score	Price Score	Total Score	Ranked Position
A	6	80	86	1
B	8	40	48	2

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PART B – DOCUMENTS TO BE RETURNED

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

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Form B1 Certificate of Non-Collusion and Non-Canvassing

In recognition of the principal that the essence of Tendering is that the Homes and Communities Agency shall receive bona fide competitive Tenders from all those Tendering:

WE CERTIFY THAT:

1. The Tender submitted herewith is a bona fide Tender that is intended to be competitive.
2. We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person.
3. We have not done and we undertake that we will not do at any time before the hour specified for the return of the Tender any of the following acts:
 - (i) communicate to a person other than the person calling for this Tender, the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender);
 - (ii) enter into an agreement with any person that they shall refrain from Tendering or as to the amount of any Tender submitted; and
 - (iii) offer to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to have done in relation to any other Tender, any act or thing of the sort described above.
5. We have not canvassed or solicited any employee of the Homes and Communities Agency, in connection with the award of this Tender or any other Tender or proposed award of the Tender for the supply of Supplies and Services and that to the best of our knowledge and belief nor has any person employed by us or acting on our behalf, done any such act.
6. We further hereby undertake that we will not in the future canvass or solicit any employee of the Homes and Communities Agency, in connection with this Tender or any other Tender or proposed Tender for the supply of Supplies or Services and that no person employed by us or acting on our behalf will do any such act.

IN THIS CERTIFICATE

1. 'Person' includes any person, any body or association corporate or incorporate.
2. 'Any agreement or arrangement' includes any transaction of the sort described above, formal or informal and whether legally binding or not.
3. 'Any canvassing or soliciting' includes any direct or indirect canvassing or any attempts to obtain information by any means.

Signed:

Date:

Name:

In the Capacity of:

Duly authorised to sign for and on behalf of:

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Form B2 Suitability Assessment

Introduction to Suitability Assessment

The Suitability Assessment sets out the information which is required by the HCA in order to assess the suitability of potential Suppliers. In assessing the answers to the questions, the HCA will be seeking evidence of the Suppliers capability to perform the contract.

Suppliers must complete all sections of the Suitability Assessment. The Suitability Assessment will be evaluated prior to reviewing Quality/Price information. The Suitability Assessment is evaluated on Pass/Fail criteria. Should a Supplier 'Fail' any section then Quality/Price information will not be reviewed.

Suppliers who self-certify that they meet specified requirements will be required to provide evidence of this if they are successful at contract award stage.

1 Supplier Information

1.1 Supplier Details

Full Legal name of the Supplier completing the Suitability Assessment		
Registered company address		
Registered company number		
Registered charity number		
Registered VAT number		
Name of immediate parent company		
Name of ultimate parent company		
Please provide signed written confirmation from a duly authorised person within the Parent Company that your organisation has the authority to enter into this contract or that the Parent Company has provided necessary authority for your organisation to do so.	<i>Written confirmation provided from Parent Company</i> Yes ☐ No ☐ If No, please provide details below as to why this has not been provided.	
Please confirm which organisation will be entering into Contract e.g. your organisation or your Parent Company		
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	☐ Yes
	ii) a limited company	☐ Yes
	iii) a limited liability partnership	☐ Yes
	iv) other partnership	☐ Yes
	v) sole trader	☐ Yes
	vi) other (please specify)	☐ Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE)	☐ Yes
	ii) Small or Medium Enterprise (SME) ¹	☐ Yes
	iii) Sheltered workshop	☐ Yes
	iv) Public service mutual	☐ Yes

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

1.2 Bidding Model

Please mark 'X' in the relevant box to indicate whether you are;	
a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself.	☐ Yes
b) Bidding as a Prime Contractor and will use third parties to deliver some of the Services.	☐ Yes If yes , please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for using the sub-contracting arrangements template included at the end of this Suitability Assessment.
c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the Services.	☐ Yes If yes , please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for using the sub-contracting arrangements template included at the end of this Suitability Assessment.
The Authority recognises that arrangements in relation to a consortium bid may be subject to future change. Suppliers should therefore respond on the basis of the arrangements as currently envisaged. Suppliers are reminded that the Authority must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information. All members of the consortium will be required to provide the information required in all sections of the Suitability Assessment as part of a single composite response to the Authority i.e. each member of the consortium is required to complete the form.	
d) Bidding as a consortium but not proposing to create a new legal entity. If yes, please include details of your consortium in the next column and use a separate Appendix (using the 'Template for Appendices') to explain the alternative arrangements i.e. why a new legal entity is not being created. Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.	☐ Yes <u>Consortium members</u> <u>Lead member</u>

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- e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).

If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model, including details of the **actual** or **proposed** shareholding of the constituent members within the new legal entity using a separate Appendix (**using the 'Template for Appendices'**).

☐ Yes

Consortium members

Current lead member

Name of Special Purpose Vehicle

1.3 Contact Details

SUPPLIER CONTACT DETAILS FOR ENQUIRIES ABOUT THIS SUITABILITY ASSESSMENT	
Name	
Postal address	
Country	
Phone	
Mobile	
E-mail	

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1.4 Licensing and Registration

LICENSING AND REGISTRATION (please mark 'X' in the relevant box)											
1.4.1	Registration with a professional body If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state). ☐ Yes ☐ No If Yes, please provide the registration number in this box. <table border="1"> <thead> <tr> <th>Professional Body</th> <th>Registration Number</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Professional Body	Registration Number								
Professional Body	Registration Number										
1.4.2	Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? ☐ Yes ☐ No If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this. <table border="1"> <thead> <tr> <th>Upper Tier Licence</th> <th>Yes ☐ No ☐</th> </tr> </thead> <tbody> <tr> <td>Name of licence carrier</td> <td></td> </tr> <tr> <td>Registered address</td> <td></td> </tr> <tr> <td>Licence Number</td> <td></td> </tr> <tr> <td>Expiry Date</td> <td></td> </tr> </tbody> </table> If the organisation has identified they do not hold a waste carriers licence, please provide details as to any exemptions which apply and/or how waste will be managed in the delivery of the Service.	Upper Tier Licence	Yes ☐ No ☐	Name of licence carrier		Registered address		Licence Number		Expiry Date	
Upper Tier Licence	Yes ☐ No ☐										
Name of licence carrier											
Registered address											
Licence Number											
Expiry Date											

2 Grounds for mandatory exclusion

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

Any Supplier that answers '**Yes**' should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self-cleans" the situation referred to in that question. Please refer to Part A Information, [Section 3.2.7](#) for further information.

2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;	☐	☐
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;	☐	☐
(c) the common law offence of bribery;	☐	☐
(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;	☐	☐
(e) any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:	☐	☐
(i) the offence of cheating the Revenue;	☐	☐
(ii) the offence of conspiracy to defraud;	☐	☐
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;	☐	☐
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	☐	☐

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(v)	fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;	☐	☐
(vi)	an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;	☐	☐
(vii)	destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;	☐	☐
(viii)	fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or	☐	☐
(ix)	the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;	☐	☐
(f)	any offence listed—		
(i)	in section 41 of the Counter Terrorism Act 2008; or	☐	☐
(ii)	in Schedule 2 to that Act where the court has determined that there is a terrorist connection;	☐	☐
(g)	any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);	☐	☐
(h)	money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;	☐	☐
(i)	an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;	☐	☐
(j)	an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;	☐	☐
(k)	an offence under section 59A of the Sexual Offences Act 2003;	☐	☐
(l)	an offence under section 71 of the Coroners and Justice Act 2009	☐	☐
(m)	an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or	☐	☐
(n)	any other offence within the meaning of Article 57(1) of the Public Contracts Directive—	☐	☐

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(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or	☐	☐
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.	☐	☐
<u>Non-payment of taxes</u> 2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions? If you have answered Yes to this question, please use a separate Appendix (using the 'Template for Appendices') to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?	☐	☐

3 Grounds for discretionary exclusion – Part 1

The Authority may exclude any Supplier who answers 'Yes' in any of the following situations set out in paragraphs (a) to (j);

Any Supplier that answers '**Yes**' should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self-cleans" the situation referred to in that question. Please refer to Part A Information, [Section 3.2.7](#) for further information.

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

Where there is an indication that a conflict of interest exists or may arise then the Supplier shall inform the Authority use a separate Appendix (using the '**Template for Appendices**') of the details of the conflict.

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

4 Economic and Financial Standing

FINANCIAL INFORMATION		
4.1.	Please self-certify whether you already have, or can commit to provide the following: - Up to date financial information in the form of full audited (or unaudited) financial accounts. Where these are not available it is possible to provide details of most recent year trading or a current statement on financial position backed by bank letter or alternative means including management accounts. This financial information should support the measures identified in below - Relevant latest auditors report identifies that the organisation is a going concern - Statement that the organisation is not subject of administration or liquidation arrangements - Statement that any outstanding CCJs can be met by existing cash reserves.	☐ Yes ☐ No
4.2	Suppliers who self-certify that they meet the requirements for these additional modules will be required to provide evidence of as part of the Tender return. For financial standing it is recognised that this evidence may take a variety of forms reflecting the circumstances and organisation type or size. To demonstrate your financial standing you will be required to provide one of the following as part of your tender submission: Please Note: Where the information provided under (a), (b) or (c) is more than one year old, an explanation of this must be provided along with additional data in line with option (d) or (e). Organisations who have provided information above in accordance with options (a), (b) or (c) can provide additional in with option (d) or (e) if appropriate to the organisation's circumstances.	
	(a) A copy of the full audited accounts for the most recent two years	☐
	(b) If (a) is not a viable option, a copy of the full non-audited accounts for the most recent two years	☐
	(c) If (b) is not a viable option, an explanation of why (a) and (b) are not available or appropriate and a statement of the turnover, income and expenditure account, balance sheet, and cash flow for the most recent year of trading for this organisation	☐
	(d) If (c) is not a viable option, an explanation why (a), (b) and (c) are not available or appropriate and a statement of the income and cash flow forecast for the current year and a bank letter outlining the current cash and credit position	☐
	(e) If (d) is not a viable option an explanation of why (a), (b), (c) and (d) are not available or appropriate (e.g. a newly formed company) and alternative means of demonstrating financial status (e.g. management accounts or similar showing forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts).	☐

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4.3	The specified level of economic and financial standing are a minimum annual turnover x2 the contract value* (value taken from Form B5 Form of Tender) and current ratio (current assets/current liabilities) of 1 for this Suitability Assessment. Please self-certify by answering 'Yes' or 'No' that you meet these requirements. * The HCA reserves the right to use information relating to other contracts and awarded contracts with a particular Supplier to ensure that turnover is x2 the contract being considered here but the total combined recent award and amounts due on existing HCA contracts should the Supplier be successful. In the first instance Suppliers should self-certify on the basis of this contract only and indicate whether they have other contracts with the HCA which may be relevant at the verification stage.	☐ Yes ☐ No								
4.4	(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)? If yes, please provide the name below: <table border="1" data-bbox="308 763 1197 1048"> <tr> <td>Full name of ultimate parent organisation</td><td></td></tr> <tr> <td>Registered address of parent</td><td></td></tr> <tr> <td>Registered company number</td><td></td></tr> <tr> <td>Relationship to the supplier completing the Suitability Assessment</td><td></td></tr> </table> If yes, please provide Ultimate / parent company accounts if available. If yes, would the Ultimate / parent company be willing to provide a guarantee if necessary? If no, would you be able to obtain a guarantee elsewhere (e.g from a bank)?	Full name of ultimate parent organisation		Registered address of parent		Registered company number		Relationship to the supplier completing the Suitability Assessment		☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No
Full name of ultimate parent organisation										
Registered address of parent										
Registered company number										
Relationship to the supplier completing the Suitability Assessment										

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5 Technical and Professional Ability

RELEVANT EXPERIENCE AND CONTRACT EXAMPLES				
		Contract 1	Contract 2	Contract 3
5.1	Name of customer organisation			
5.2	Point of contact in customer organisation			
	Position in the organisation			
	E-mail address			
5.3	Contract start date			
	Contract completion date			
	Estimated Contract Value			
5.4	In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market.			
5.5 If you cannot provide at least one example for questions 5.1 to 5.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.				

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6 Additional Suitability Assessment modules

Suppliers who self-certify for these additional modules will be required to provide evidence of this if they are the Preferred Supplier(s).

Please Note: This information will normally be required to be provided within 7 days of informing the Preferred Supplier(s) and in any case prior to undertaking of Pre-Contract Meeting.

Please indicate your answer by marking 'X' in the relevant boxes.

A Insurance

1.	Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Employer's (Compulsory) Liability Insurance = £10m Public Liability Insurance = £10m Professional Indemnity Insurance = £5m * It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.	☐ Yes ☐ No
----	---	---

B Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
1.	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	☐ Yes ☐ No
2.	In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination? If you have answered "yes" to one or both of the questions in this module, please provide, as a separate Appendix (using the Template for Appendices), a summary of the nature of the investigation and an explanation of the outcome of the investigation to date. If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring. You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.	☐ Yes ☐ No
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	☐ Yes ☐ No

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C Environmental Management

1.	Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer to this question is “Yes”, please provide details in a separate Appendix (using the Template for Appendices) of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served. The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.	☐ Yes ☐ No
2.	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	☐ Yes ☐ No

D Health and Safety

PART 1											
1.1	Please certify that your organisation has a Health and Safety Policy that complies with current legislative requirements, which has been signed by the Chief Executive (or equivalent) within the last two years. If you are self-employed or employ less than 5 people and do not have a written health and safety policy document, then briefly outline your arrangements for managing health and safety within your business in a separate Appendix.	☐ Yes ☐ No									
1.2	Is your organisation registered with a health and safety prequalification scheme which is registered with Safety Schemes in Procurement, SSIP If yes, please provide the name of scheme that you are registered with and date of registration below, and then go to question 1.3. Please Note: You will be required to provide evidence of your SSIP accreditation if you are the Preferred Supplier(s). <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Name of Scheme</th> <th style="width: 33%;">Date of registration</th> <th style="width: 33%;">Expiry date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> If you are not registered with SSIP but are registered with a similar scheme please provide details in a separate Appendix including date of registration, scheme details or links to where this information is available online. If you are in the process of registering with SSIP or equivalent schemes please provide details in a separate Appendix including date of application and date the registration is likely to be completed. If you are not registered with SSIP or equivalent scheme, then please enclose a copy of your health and safety policy document with your submission and complete Part 2, Health and Safety Questionnaire.	Name of Scheme	Date of registration	Expiry date							☐ Yes ☐ No
Name of Scheme	Date of registration	Expiry date									

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1.3	Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years? If your answer to this question was "Yes", please provide date and details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.	☐ Yes ☐ No
1.4	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	☐ Yes ☐ No
1.5	Has your organisation had to report any injury, disease or dangerous occurrence to the enforcing authorities as defined under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) within the last three years? If yes, please provide details in the table below.	☐ Yes ☐ No

Year	Number of						
	Over 7 day injuries	Major injuries	Fatal injuries	Injuries to the public	Industrial diseases	Dangerous Occurrences	Average workers employed in the period
2016							
2015							
2014							
2013							

Please Note: You may be required to provide details on injury, disease or dangerous occurrence as defined under RIDDOR should you be selected as the Preferred Supplier.

Part 2 Health & Safety Questionnaire

This section should only be completed if your response to **Question 1.2** requires this section to be completed. Indication of the supporting evidence required is provided. Suppliers will be required to provide this supporting evidence if they are the Preferred Supplier(s) only.

PART 2		
2.1	Are you able to demonstrate that you have a policy and organisation for health and safety (H&S) management? Indication of supporting evidence to be provided If yes, Please provide evidence of a periodically reviewed Health & Safety Policy, endorsed by the Chief Executive (or equivalent). The policy should be relevant to the anticipated nature and scale of activity to be undertaken and set out responsibilities for H&S management at all levels in the organisation. <i>(Organisations with fewer than 5 employees, please see Note 1 below)</i>	☐ Yes ☐ No

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2.2	Are you able to describe your arrangements for ensuring that your H&S measures are effective in reducing / preventing incidents, occupational ill-health and accidents? Indication of supporting evidence to be provided If yes, please provide details of the arrangements for H&S management that are relevant to the anticipated nature and scale of activity to be undertaken and show clearly how these arrangements are communicated to the workforce. <i>(Organisations with fewer than 5 employees, please see Note 1, below)</i>	☐ Yes ☐ No
2.3	Do you have access to competent H&S advice/assistance – both general and sector related? Indication of supporting evidence to be provided If yes, please provide evidence of how your organisation obtains access to competent H&S advice. <i>(Please see Note 2, below)</i>	☐ Yes ☐ No
2.4	Do you have a policy and process for providing your staff/ workforce with training and information appropriate to the types of activity that your organisation is likely to undertake? Indication of supporting evidence to be provided If yes, please provide evidence that your organisation has in place and implements, training arrangements to ensure that its staff / workforce has sufficient skills and understanding to discharge their various duties. This should include refresher training (e.g. a CPD programme) that will keep the workforce updated on good H&S practice applicable throughout the company.	☐ Yes ☐ No
2.5	Does your staff / workforce have H&S or other relevant qualifications and experience sufficient to implement your H&S policy to a standard appropriate to the activity that your organisation is likely to undertake? Indication of supporting evidence to be provided If yes, please demonstrate and provide evidence that your staff/ workforce possesses suitable qualifications and experience for the tasks assigned to them, unless there are specific situations where they need to work under controlled and competent supervision e.g. trainees.	☐ Yes ☐ No
2.6	Do you check, review and where necessary improve your H&S performance? Indication of supporting evidence to be provided If yes, please provide evidence that your organisation has in place and implements, an on-going system for monitoring H&S procedures on an on-going basis and for periodically reviewing and updating that system as necessary.	☐ Yes ☐ No
2.7	Do you have procedures in place to involve your staff/ workforce in the planning and implementation of H&S measures? Indication of supporting evidence to be provided If yes, please provide evidence that your organisation has in place and implements a means of consulting with its staff/ workforce on H&S matters and show how staff/ workforce comments, including complaints are taken into account.	☐ Yes ☐ No

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2.8	Do you routinely record and review accidents/ incidents and undertake follow-up action? Indication of supporting evidence to be provided If yes, demonstrate that your organisation has in place a system for reviewing significant incidents, and recording action taken as a result including action taken in response to any enforcement.	☐ Yes ☐ No
2.9	Do you have arrangements for ensuring that your suppliers apply H&S measures to a standard appropriate to the activity for which they are being engaged? Indication of supporting evidence to be provided If yes, please demonstrate and provide evidence that your organisation has and implements, arrangements for ensuring that H&S performance throughout the whole of your organisation's supply chain is appropriate to the work likely to be undertaken.	☐ Yes ☐ No
2.10	Do you operate a process of risk assessment capable of supporting safe methods of work and reliable project delivery where necessary? Indication of supporting evidence to be provided If yes, please demonstrate and provide evidence that your organisation has in place and implements procedures for carrying out relevant risk assessments and for developing and implementing safe systems of work ('method statements'). You should be able to provide indicative examples. The identification and control of any significant occupational health (not just safety) issues should be prominent. <i>(Organisations with fewer than 5 employees, See Note 1, below).</i>	☐ Yes ☐ No
2.11	Do you have arrangements for co-operating and co-ordinating your work with others (including other suppliers, notably contractors)? Indication of supporting evidence to be provided If yes, please provide explanation of how co-operation and co-ordination of the work is achieved in practice, and how other organisations are involved in drawing up method statements / safe systems of work etc. including arrangements for response to emergency situations. This should include details of how comments and input from your suppliers will be taken into account and how external comments including any complaints, will be responded to.	☐ Yes ☐ No
2.12	Do you have arrangements for ensuring that on-site welfare provision meets legal requirements and the needs / expectations of your employees? Indication of supporting evidence to be provided If yes, demonstrate and provide evidence about how you ensure suitable welfare facilities will be in place before starting work on site, whether provided by a site-specific arrangement or your own organisational measures.	☐ Yes ☐ No

NOTE 1: Organisations with fewer than five employees are not legally required to have a documented policy statement. If a Supplier is in this category it does not have to write down its policy, organisation or arrangements. However, it does need to be able to demonstrate that its policy and arrangements are adequate in relation to the type of activity likely to be.

NOTE 2: Access to competent in-house advice, in whole or part, is preferred. It is essential that H&S advisor(s) are able to provide general and industry specific e.g. construction, H&S advice.

7 Completion Checklist

7.1 List of enclosures/attachments

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

Section	Completed (Yes/No/n/a)	Enclosed (Yes/No/n/a)
1 Supplier Information		
1.1 Supplier Details	Yes ☐ No ☐	
1.2 Bidding Model	Yes ☐ No ☐	
Option C – Details provided of your proposed bidding model, including members of the supply chain, % work delivered by each sub-contractor and key contract deliverables each sub-contractor will be responsible for, using the 'Sub-contracting Arrangements Template'.	Yes ☐ No ☐	Yes ☐ No ☐
Option D – Details of your consortium and explanation as to the alternative arrangements i.e. why a new legal entity is not being created using the 'Template for Appendices'.	Yes ☐ No ☐	Yes ☐ No ☐
Option E – Full details of the bidding model using the 'Template for Appendices'.	Yes ☐ No ☐	Yes ☐ No ☐
1.3 Supplier Contact Details for Enquiries about this Suitability Assessment	Yes ☐ No ☐	
1.4 Licensing and Registration	Yes ☐ No ☐	
1.4.2 – If Yes, please provide additional details of what is required for you to be licensed or a member of a relevant organisation to provide the requirements and confirmation that you have complied with this.	Yes ☐ No ☐	
2 Grounds for Mandatory Exclusions	Yes ☐ No ☐	
If Yes , please provide additional details using the 'Template for Appendices' providing further details as requested	Yes ☐ No ☐	Yes ☐ No ☐
2.2 Non Payment of Taxes	Yes ☐ No ☐	
If Yes , please provide additional details using the 'Template for Appendices' providing further details as requested	Yes ☐ No ☐	Yes ☐ No ☐
3 Grounds for Discretionary Exclusion – Part 1	Yes ☐ No ☐	
If Yes , please provide additional details using the 'Template for Appendices' providing further details as requested	Yes ☐ No ☐	Yes ☐ No ☐
4 Economic and Financial Standing		
(a) A copy of the audited accounts for the most recent two years	Yes ☐ No ☐	Yes ☐ No ☐
(b) If (a) is not a viable option, a copy of the full non-audited accounts for the most recent two years	Yes ☐ No ☐	Yes ☐ No ☐

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Section	Completed (Yes/No/n/a)	Enclosed (Yes/No/n/a)
(c) If (b) is not a viable option, an explanation of why (a) and (b) are not available or appropriate and a statement of the turnover, income and expenditure account, balance sheet, and cash flow for the most recent year of trading for this organisation	Yes ☐ No ☐	Yes ☐ No ☐
(d) If (c) is not a viable option, an explanation why (a), (b) and (c) are not available or appropriate and a statement of the income and cash flow forecast for the current year and a bank letter outlining the current cash and credit position	Yes ☐ No ☐	Yes ☐ No ☐
(e) If (d) is not a viable option an explanation of why (a), (b), (c) and (d) are not available or appropriate (e.g. a newly formed company) and alternative means of demonstrating financial status (e.g. management accounts or similar showing forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts).	Yes ☐ No ☐	Yes ☐ No ☐
The specified level of economic and financial standing are a minimum annual turnover x2 the contract value and current ratio (current assets/current liabilities) of 1 for this Suitability Assessment. Please self-certify by answering 'Yes' or 'No' that you meet these requirements.	Yes ☐ No ☐	
(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?		
Ultimate / parent company accounts provided, if available.	Yes ☐ No ☐	Yes ☐ No ☐
Confirmation of Ultimate / parent company willingness to provide a guarantee if necessary?	Yes ☐ No ☐	
Confirmation that you can obtain a guarantee elsewhere (e.g from a bank)?	Yes ☐ No ☐	
5 Technical and Professional Ability	Yes ☐ No ☐	
6 Additional Suitability Assessment Modules		
6A Insurance	Yes ☐ No ☐	
6B Compliance with Equality Legislation	Yes ☐ No ☐	
If Yes , to questions B.1 and/or B.2 please provide additional details using the 'Template for Appendices' providing further details as requested	Yes ☐ No ☐	Yes ☐ No ☐
6C Environmental Management	Yes ☐ No ☐	
If Yes , to question C.1 please provide additional details using the 'Template for Appendices' providing further details as requested	Yes ☐ No ☐	Yes ☐ No ☐
6D Health and Safety	Yes ☐ No ☐	Yes ☐ No ☐
Part 1	Yes ☐ No ☐	
Part 2 Health & Safety Questionnaire	Yes ☐ No ☐	

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Template for Appendices

Appendix Number -
Suitability Assessment Section -
Question number -

Template for Sub-Contracting Arrangements

If your answer to 1.2 'Bidding Model' is (b) or (c) please indicate in the table below (by inserting the relevant company/organisation name) the composition of the supply chain, the percentage of work to be delivered by each sub-contractor and the key contract deliverables that each sub-contractor will be responsible for.

Company/Organisation	How much of the requirement will be delivered by the Prime Contractor (%) and what will the sub-contractor / consortia deliver directly (%)?	Key contract deliverables that each sub-contractor will be responsible for (please list).

Of the identified sub-contractors above, please indicate the number of sub-contractors that fall into the following business classifications

Business Classification	Please Indicate Number
Voluntary, Community and Social Enterprise (VCSE)	
Small or Medium Enterprise (SME) ²	
Sheltered workshop	
Public service mutual	

Where sub-contractors will play a role in the delivery of this service you will need to demonstrate a satisfactory methodology and track record of delivering a supply chain. Please give a brief outline on policy regarding the use of sub-contractors.

Methodology for procuring and managing supply chain (maximum of 1 side of A4)

² See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

Form B3 Quality Submission

To enable the HCA to evaluate the quality element of the Award Criteria, we require Suppliers to provide a response to the delivery of the Scope of Services outlined in [Section 4](#).

Unless otherwise stated, the page limit for each set of questions is limited as detailed within Section 12 Evaluation Criteria. Any text beyond this will be ignored and will not be evaluated.

Suppliers **should refer to [Section 12](#) 'Evaluation Criteria', contained within Part A** of this document as to the relevant weighting of each question and the scoring framework that will be used within the evaluation.

Weighting – 10%

1. What method will you take to the overall delivery of the Service on the sites?

Weighting – 5%

2. How will your organisation undertaken Services on a site with a public presence and what provisions have you put in place for this?

Weighting – 5%

3. How will you ensure that the risks of the project are considered?

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Form B4 Schedule Of Works

See attached individual spreadsheet Form B4 Schedule of Works (Excel Document), provided alongside this Invitation to Tender.

Total price should be carried forward to the Form of Tender within Form B5, which is to be printed and signed and returned at the front of your tender response.

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Form B5 Form of Tender

Homes and Communities Agency

FORM OF TENDER – SUPPLIERS TO CARRY FORWARD TOTAL PRICE FROM FORM B4 SCHEDULE OF WORKS

**NHS.NWM.015 Former Whittingham Hospital Landscape Maintenance & Cleansing Contract,
2016 - 2019**
HCA Tender Reference: HCAP17039

Chief Executive
HCA

I/We having read the tender documentation delivered to us and do hereby offer to provide the NHS.NWM.015 Former Whittingham Hospital Landscape Maintenance & Cleansing Contract described for the sum carried from the Pricing Schedule for the Period 2016 – 2019[*]:

for the Fixed Price sum of []:**

(amount in words as arrived at in the Form B4 Schedule Of Works)

[*] **Period based on initial 1 year duration 2016/17.**

2017 – 2018 & 2018 - 2019 represent extension years subject to written approval of the Employer.

[**] *Fixed Price Sum is based on Year 1 cost with an RPI increase (to be identified by the Employer) applied to Year 2 and 3 subject to achievement of the required KPI score as detailed in Clause 3 & 9 of Appointment of Landscape Contractor. The **total 3 year value** should be taken forward as the Fixed Price Sum.*

Total for Period (£ _____ p).

(amount in numbers as arrived at in the Form B4 Schedule of Works)

The lump sum tender is made up of annual sums as shown below:

2016/17	£	_____
2017/18	£	_____
2018/19	£	_____

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

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

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

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

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

Date _____ Signature* _____

Company _____ Name _____

Address _____

_____ Witness signature _____

Name _____

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

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

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Form B6 Document Receipt Confirmation

As part of this Tender exercise a number of documents have been provided to the Supplier to inform the pricing of the Service documents provided as part of this Tender exercise are listed below:

Document Title	Format	Location
Appendix 1 – Maintenance Specification		
NHS.NWM.015 Former Whittingham Hospital Landscape Maintenance & Cleansing Specification 2016 - 2019	PDF	Provided with Appendix 1 of Invitation to Tender Document
Appendix 2 – Contract Drawings		
G.NHS.NWM.015.001.01 Whittingham LM Overview_13.07.2016_v1.0 G.NHS.NWM.015.001.02 Whittingham LM Central_13.07.2016_v1.0 G.NHS.NWM.015.001.03 Whittingham LM South_13.07.2016_v1.0 G.NHS.NWM.015.001.04 Whittingham LM North_13.07.2016_v1.0		Provided with Appendix 2
Appendix 3 – The Contract		
Appointment of Landscape Contractor relating to NHS.NWM.015 Former Whittingham Hospital Landscape Maintenance & Cleansing Contract 2016 - 2019	PDF	Provided with Appendix 3 of Invitation to Tender Document
Appendix 4 – Site Risk Assessment		
Site Risk Assessment, Whittingham Hospital, Rev2, 26.08.2016	PDF	Provided with Appendix 4 of Invitation to Tender Document
Other Documents		
NHS.NWM.015 Whittingham Landscape Maintenance_INVITATION TO TENDER	PDF	Provided as PDF
NHS.NWM.015 Whittingham Landscape Maintenance_PART B DOCUMENTS TO BE RETURNED	Word	Provided as separate document to ITT
NHS.NWM.015 Whittingham Landscape Maintenance_ FORM B4 SCHEDULE OF WORKS	Excel	Provided as separate document to ITT

I, the undersigned, state that I received the documents listed above and inspected the Service specified stated in the Contract Documentation for NHS.NWM.015 Former Whittingham Hospital Landscape Maintenance & Cleansing Contract 2016 - 2019

Date of Receipt: _____

Company: _____

Name: _____

Signed: _____

Position: _____

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Form B7 Confirmation Of Site Visit

Access arrangements to the sites within the scope of the Contract are as detailed below:

Site	Access Arrangements
Former Whittingham Hospital Site	Access to the site must be arranged with the Managing Agent. The site is not fully visible from adjacent highways therefore, access into the site is required. Suppliers must contact the below to arrange a convenient time and location to meet. Managing Agent: Mark Gregson Direct Dial: 01925 844009 Mobile: 07766 694987 Email: markgregson@tep.uk.com

I, the undersigned, state that I visited the above site on

2016

and inspected the Service specified in the Contract Documentation for NHS.NWM.015 Former Whittingham Hospital Landscape Maintenance & Cleansing Contract, 2016 - 2019

Company:

Name:

Signed:

Position:

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NHS.NWM.015 Former Whittingham Hospital Landscape
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Form B8 Tender Return Checklist

In order to allow the HCA to evaluate your submission and assist your organisation in ensuring it has submitted a compliant Tender, please confirm that you have completed the following Sections and enclosed the relevant documents as detailed in the Tender Documentation by completing the following:

Completed section	
Form B1 Certification of Non-Collusion and Non-Canvassing	Yes ☐ No ☐
Form B2 Suitability Assessment	Yes ☐ No ☐
Form B3 Quality Submission	Yes ☐ No ☐
Form B4 Schedule of Works	Yes ☐ No ☐
Form B5 Form of Tender	Yes ☐ No ☐
Form B6 Document Receipt Confirmation	Yes ☐ No ☐
Form B7 Confirmation of Site Visit	Yes ☐ No ☐
Form B8 Tender Return Checklist	Yes ☐ No ☐
Financial Information as indicated in Form B2, Section 4 Economic and Financial Standing	Yes ☐ No ☐

Declaration:

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

DECLARATION COMPLETED BY

Name and Position:

Signature:

Date:

The following appendices form part of our submission

Section of ITT	Appendix Number	Appendix Name

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INVITATION TO TENDER

NHS.NWM.015 Former Whittingham Hospital Landscape
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APPENDIX 1

NHS.NWM.015 Former Whittingham Hospital Landscape Maintenance & Cleansing Specification
2016 - 2019

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

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NHS.NWM.015 Former Whittingham Hospital Landscape
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**NHS.NWM.015 FORMER WHITTINGHAM HOSPITAL LANDSCAPE
MAINTENANCE & CLEANSING SPECIFICATION 2016 - 2019**

July 2016

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MAINTENANCE SPECIFICATION CONTENTS

Items	Page(s)
1.0 Summary of Quantities	
1.1 Former Whittingham Hospital Site	M/1
2.0 Key Performance Monitoring	M/2
3.0 Extra Definitions	M/3
4.0 Maintenance Specification & Coding	
4.1 Cleansing	M/4
4.2 Weed Control	M/7
4.3 Grass Cutting	M/13
4.4 Site Inspections and Reporting	M/17
4.5 Individual Trees	M/19
4.6 Shrub Maintenance	M/25
4.7 Hedge Cutting	M/28
4.8 Herbaceous Planting	M/31
4.9 Aquatic Plant Material	M/32
4.10 Gully Clearance	M/33
4.11 Horticultural Materials	M/34
4.12 Unplanned Works Information	M/38
4.13 Unplanned Planting General	M/41
4.14 Unplanned Playing Field Works	M/48
4.15 Unplanned Hard Works	M/49

Appendices

A	Treatment Codes
B	Pesticide Form
C	KPI Audit Form
D	Hazard Notification Form
E	Unplanned Work Request
F	Written Instruction Notice
G	Immediate Rectification Notice
H	Site Inspection Report

SHADED OUT ITEMS

Contractors should note that the Maintenance Specification provided is the HCA's complete Specification in its entirety. As a consequence, there are items of the Maintenance Specification which are not currently applicable to the Planned Works within this Contract NHS.NWM.015 Former Whittingham Hospital Landscape Maintenance & Cleansing 2016 – 2019 and have, therefore, been greyed out to draw Contractors specific attention to Planned Worked Items and for ease of reference.

Contractors should note that during the 'Term' of the Contract Unplanned Works may be required for which these 'greyed out' Maintenance Specification items may then become applicable.

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1.0 SUMMARY OF QUANTITIES

1.1 Former Whittingham Hospital Site

Code	Specification	Quantity for tender
Grass Cutting:		
Short Grass	G2	31,119 m ²
Rough Grass	G3	3,317 m ²
Long Grass – One Cut per Year	G4A	850 m ²
Hedge Cutting:		
One Side Only	H1	1,127 Lin.m
One Side and Top	H2	1,712 Lin.m
Both Sides and Top	H4	239 Lin.m
Weed Control:		
Weed Control to Hardstanding Only	W1	39,521 m ²
Annual Scrub Control	S1	44,385 m ²
Cleanse and Inspect:		
Cleanse & Inspect, Monthly to Waterbodies	12 Visits	119,103 m ²

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2.0 KEY PERFORMANCE MONITORING

The Contractor should note that NHS.NWM.015 Former Whittingham Hospital Landscape Maintenance & Cleansing 2016 – 2019 is subject to the Appointment of Landscape Contractor, Clause 3, Key Performance Monitoring and Instructions.

Audit Assessments will be undertaken as per the stated frequency following:

Audit Inspection Frequency Regime: Monthly

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3.0 EXTRA DEFINITIONS

In this Maintenance Specification the following words and expressions shall have the following meanings save where the context otherwise requires; refer also to Appointment of Landscape Contractor document.

Banksman

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

Haylage

Grass forage that is baled at a higher moisture content than hay and then stored in a sealed plastic wrap. Once baled it will be removed off site.

Planned Works

The scope of works required within this Specification and priced upon within the **Schedule of Works**.

Use of work equipment

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

Weed free

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

Weed

A plant, especially a wild plant, growing where it is not wanted.

Woody Weed

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

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Planned Works

4.0 MAINTENANCE SPECIFICATION AND CODING

4.1 CLEANSING

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

Refer to Contract Drawings:

G.NHS.NWM.015.001.01 Whittingham LM Overview_13.07.2016_v1.0

G.NHS.NWM.015.001.02 Whittingham LM Central_13.07.2016_v1.0

G.NHS.NWM.015.001.03 Whittingham LM South_13.07.2016_v1.0

G.NHS.NWM.015.001.04 Whittingham LM North_13.07.2016_v1.0

Cleansing: General

- 4.1.1 Areas specified within the Contract shall be thoroughly cleansed at intervals instructed in the Schedule of Works. These areas shall be specified within these Maintenance Specifications and marked on the Contract Drawings and a schedule is to be provided by the Supplier stating the cleansing routine for each site. The Supplier shall also report in retrospect to the Employer following completion of the operations. All arisings from the cleansing operations shall be removed from site and taken to tip, tip receipts will be provided as and when required by the Employer.
- 4.1.2 As and when graffiti is located by the Supplier within the Contract area, the Supplier shall inform the SO on the same day or as soon as it is reasonable to do so.
- 4.1.3 Cleansing shall not only refer to the general litter as stated in **Appointment to Landscape Contractor Definitions**, but also debris, detritus, broken glass, building rubble, animal foulings, leaf fall and timber. Cleansing will include working in and through planted areas removing all items of litter as specified. **All litter must be removed as seen.** The Contractor shall take advantage of the winter leaf fall period and use the opportunity to pick litter found within planted areas that may have previously been overlooked.
- 4.1.4 Cleansing shall refer to the removal of all litter/dumped items and organic debris as specified. As part of the Schedule no individual item shall be larger than that which can be placed in a standard wheel barrow (0.25 m³, or 6 ft³). When items larger than that specified are found within the area the Contractor shall inform the SO so that removal can be arranged. Note; Large quantities of litter and debris arising from traveller occupation is excluded.
- 4.1.5 As part of the cleansing regime provided by the Contractor to the compound and parkland settings, and prior to the starting date of each contract year, the Contractor shall provide an annual schedule of proposed cleansing operations. This schedule will be submitted in consultation with the SO to indicate on a weekly basis which sections of the contract will be cleansed on specific weeks.
- 4.1.6 In the period November to December and as directed by the SO, all hard surfaces (including building surroundings) shall be swept clean of leaf, soil and other organic materials. Where the arisings are generally found in small amounts they shall be lightly scattered across grass/planted areas adjacent to the hard surface. Where the organic arisings are in large amounts or in the opinion of the SO visually obtrusive to the area, they shall be taken off site to tip **at the Contractors own expense.**
- 4.1.7 Any suitable brushwood or arisings from tree or shrub pruning may be chipped by the use of a suitable chipping machine and spread within the site boundary.

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- 4.1.8 The burning of any litter/ debris is not permitted.

Cleansing: fly tipping

- 4.1.9 Where other waste, defined for this Contract as fly-tipped waste, i.e. individual items or a mass of objects that cannot be placed in a standard wheel barrow (0.25 m³, or 6 ft³) or Hazardous Waste (as defined by the Hazardous Waste Regulations 2005), is found by the Contractor, the SO shall be notified.
- 4.1.10 Where instructed by the SO the Contractor shall remove the fly-tipped or Hazardous Waste within 48 hours to an appropriately licensed facility. A quote will be sought for these works. Separate records of disposal of all fly tipped wastes shall be made available to the SO. The disposal of the material will be paid for separately, by volume, on receipt of the tip invoice. If skips are requested for removal of fly tipping they shall not remain in the vicinity of the site for more than twenty-four hours. All fly tipped material is to be placed in the skips as soon as possible after its arrival on site. Any further skips required as a result of premature filling of the skip by other parties shall be provided at the Contractor's expense.
- 4.1.11 If hypodermic needles and any drug paraphernalia are found on site, notification should be given to the SO within 2 hours. With respect to the disposal of used hypodermic needles the Contractor shall make himself aware of the location of appropriately licensed disposal facilities. Under the Environmental Protection Act 1990 Local Authorities are obliged to provide clinical waste disposal facilities and may charge for this service, but are not obliged to collect waste of this nature. The litter should be removed appropriately and stored in a sharps container bin and taken for disposal to a correct legitimate facility. Appropriate care and risk assessment should be in place and undertaken when clearing up hypodermic needles and drug paraphernalia. It is a legal requirement to be a registered waste carrier and maintain this throughout the duration of the contract period. The Contractor shall ensure that at all times that this is carried out in a manner that does not endanger the health and safety of members of the public or employees.

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

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

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Cleansing Type: Water Bodies

- 4.1.19 Ponds, streams and ditches shall be cleansed at the frequency indicated for adjacent areas. All floating debris and any visible submerged debris shall be cleansed at each visit.
- 4.1.20 Cleansing of water bodies shall only include materials which can be reached safely from the bank with use of hand tools.
- 4.1.21 For Frequency of Cleansing Operations please refer to associated Contract Drawings and Schedule of Works provided for each tender action.

Cleansing Type: Woodland Sections, inc: Young Plantations

- 4.1.22 Cleansing shall refer to the removal from Site of all general litter and dumped items as per 4.1 Cleansing: General. Cleansing shall include working in and through plantation areas removing all items of litter as specified. All litter seen must be removed.
- 4.1.23 The Contractor shall take advantage of leaf fall period to pick litter found deep within young and mature woodland areas and any planted areas that may have previously been overlooked.
- 4.1.24 For Frequency of Cleansing Operations please refer to associated Contract Drawings and Schedule of Works provided for each tender action.

Bins

- 4.1.25 The Contractor shall empty the bins completely and replace the bag inside, on a weekly basis.
- 4.1.26 Any litter surrounding the bin shall also be removed on sight, and any regular cases of the bins overflowing reported to the SO.
- 4.1.27 All litter is to be removed from site and disposed of by the Contractor.
- 4.1.28 The Contractor will report any damaged or missing bins to the SO immediately.

Cleansing Frequency

C1	Daily Cleanse
C2	Weekly Cleanse
C3	Fortnightly Cleanse
C4	Monthly Cleanse
C5	8 Weekly Cleanse
C6	Quarterly Cleanse
C7	6 Monthly Cleanse
C8	Annual Cleanse
C9	Litter Bins

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4.2 WEED CONTROL

Objective: To maintain a weed free environment.

Weed Control: General

- 4.2.1 The Contractor shall ensure that pesticide and marker dye application, storage, handling and transport comply with all relevant legislation, statutory instruments and Codes of Practice.
- 4.2.2 All pesticides and marker dyes used shall appear on the current Pesticides Safety Directorate database (PSD) or Health and Safety Executives (HSE) Approved Lists for the use required and shall be non-toxic to human beings, birds and animals under normal use and circumstances.
- 4.2.3 It is recommended that advice should be sought from a BASIS approved person for the correct pesticide to use and written confirmation of this recommendation must be provided to the SO before use.
- 4.2.4 Pesticide and marker dye will not be left unattended unless placed in a secure, fixed, appropriately labelled, purpose built container or vault.
- 4.2.5 The Contractor shall not draw water from any water course or water surface for any weed control operations. Nor shall the Contractor before, during or after pesticide application pollute public drains, drains, water courses, other sources of water supply or water surfaces with pesticide concentrate, diluted pesticides or with marker dye.
- 4.2.6 The pesticide to be used, method of application, type and size of spray nozzle, knapsack pressure, droplet size and dilution shall (when appropriate) be agreed with the SO before application commences, and be in accordance with manufacturer's recommendations in order to achieve the intended result.
- 4.2.7 It is envisaged that the principal pesticides to be used under the Contract shall be glyphosate and triclopyr. The SO may agree the use of other pesticides with the Contractor before application commences.
- 4.2.8 In accordance with the Control of Pesticides Regulations 1986 all operators working with pesticides shall hold Certificates of Competence appropriate to the type of operation in progress or shall work under the direct and personal supervision of a holder of such a Certificate at all times. Not more than two non-certificated operatives shall work under the responsibility of a Certificate holder.
- 4.2.9 The Contractor is required to provide the SO with photocopies of the Certificates of Competence for any employee who will be applying pesticides and chemicals within the site contained in the Contract.
- 4.2.10 All persons employed in the handling and use of pesticides shall use the technical and engineering controls and wear the personal protective equipment (PPE) identified in the assessment carried out under the COSHH Regulations 1988 and as detailed in the approved Code of Practice for Using Plant Protection Products (DEFRA 2006).
- 4.2.11 All persons including the Contractor are required to keep records of all pesticide applications and retain these records for at least three years. Refer to the approved Code of Practice for Using Plant Protection Products. The Contractor is to provide the SO with a signed copy of his pesticide record sheets at the same time as the application for payment. Example of a Pesticide Use Record Sheet can be seen at **Appendix B**.

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- 4.2.12 The Contractor shall supply approved signs stating "Herbicide Application in Progress". Sufficient signs will be erected by the Contractor before work commences to ensure that, as far as is reasonably practicable, members of the public are made aware that pesticide application is being, or is about to be, undertaken. All such signs shall remain in position throughout the operation and shall be removed as soon as practicable after the works are completed.
- 4.2.13 When contact and systemically translocated pesticide applications are performed in soft landscapes a marker dye shall be used in sufficient quantity to enable the SO to see where spray has been applied. The Contractor must ensure that hard surfaces such as footpaths and kerbs are not contaminated with dye. **No marker dye is to be used in pesticide applications to hard landscapes or hard surfaces or when applying a residual herbicide.** The Contractor shall supply dye and ensure that such dye is compatible with the pesticide in use.
- 4.2.14 If in the SO's opinion weed growth before any proposed application of pesticide is so tall as to create a difficulty for the Contractor in avoiding spraying shrubs and/or trees the Contractor shall use appropriate mechanical or manual means to weed the site sufficiently to allow safe pesticide application.
- 4.2.15 When undertaking boundary weed control to planted beds the Contractor SHALL ONLY apply pesticide to control weed or grass growth to a strip a maximum of 300mm in width from the edge line of stems in the planting bed. If in the SO's opinion the Contractor's pesticide application exceeds the stated dimension of 300mm outside the edge line of stems the SO shall require the Contractor to re-seed damaged grass in accordance with the SO's requirements.
- 4.2.16 Where the planted area consists of ground cover forming a boundary with grassland an herbicide strip SHALL NOT BE PERMITTED around the edge of the planted area. The boundary between the grass and the ground cover shall be pruned in accordance with the pruning requirements.
- 4.2.17 THE CONTRACTOR SHALL NOT **apply pesticide to control weed or grass growth at either the base of mature trees or under agricultural hedgerows.** The Contractor shall use appropriate mechanical or manual means to affect weed or grass control in such locations.
- 4.2.18 If present, climbing weeds shall be pulled carefully out of ground cover shrubs, other shrubs and trees and then be taken off site to tip.
- 4.2.19 During pesticide application the Contractor shall ensure that:
- i) all spray equipment is efficient, well maintained and free from leaks;
 - ii) no damage is done to shrubs, trees, bulbs or other planted material or grass
 - iii) surfaces whether owned by the Employer, residents or other parties;
 - iv) damage to species with green or otherwise sensitive bark is avoided;
 - v) the weather conditions are suitable throughout the area and for the duration of the operation;
 - vi) placement of pesticides is accurate avoiding drift, and
 - vii) the edges of sprayed areas are neat and accurate and do not extend into grass areas.
- 4.2.20 If in the SO's opinion the dead vegetation after pesticide application constitutes a fire hazard or is unsightly he may require the Contractor to cut the dead vegetation by suitable means and to take it off site to tip as directed.
- 4.2.21 Any areas of weed surviving due to being missed during spraying, or inclement weather shall be re-treated by the Contractor at his own expense.

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- 4.2.22 All bottles, tins, bags, wrappers or other form of container which have contained chemicals, shall when empty, be disposed of in a safe and proper manner at an approved location.
- 4.2.23 Any plants or grass areas damaged during spraying operations shall be made good as directed by the SO to his entire satisfaction at the Contractor's expense.
- 4.2.24 The manufacturer's instructions shall be strictly abided by and the correct fallow period allowed prior to new seeding or planting.
- 4.2.25 The application of granular pesticide shall be made manually or by means of an approved spreader and lightly forked into the topsoil or as per the manufacturers recommendations.
- 4.2.26 The SO should be notified immediately if the Contractor finds either Giant Hogweed (*Heracleum mantegazzianum*.), Himalayan Balsam (*Impatiens glandulifera*) or Japanese Knotweed (*Fallopia japonica*) within the contract area. Eradication methodologies for each of these plants must be approved by the SO in order to eradicate both weeds completely from the site.

Weed Control - Specifications

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

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

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

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W2: Weed Control at Hard Features

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

W3: Weed control in herbaceous/annual beds and borders

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

W4: Weed control to trees in grass/hard standing

- 4.2.33 A 1m diameter weed free circle is to be kept around individual trees in grass/hard standing. THE CONTRACTOR SHALL NOT apply pesticide to control weed and grass growth within the 1m diameter circle. The trees identified in these Maintenance Specifications and Contract Drawings shall be HAND WEEDED as many times as necessary to ensure that the control meets with the SO's satisfaction.

W5: Weed Control in Rivers and Ditches

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

W6: Localised, Species Specific Woody Weed Control

- 4.2.37 All species illustrated on the Contract Drawings (e.g. bramble, elderberry etc.) shall be cut once a year between October and early January and the arisings removed off site. The cut stems or

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stumps shall be treated with appropriate herbicide to prevent regrowth. In the case of bramble thickets, with the agreement of the SO, the bramble may be treated with herbicide prior to cutting and the material cut once die back has occurred.

- 4.2.38 All species illustrated on the Contract Drawings shall be treated as many times as necessary between October and January to prevent further encroachment of the woody weed onto the adjacent feature or features. The arisings moved off site. The cut stems or stumps shall be treated with appropriate herbicide to prevent regrowth. The treated area will be managed with continual treatment.

W7: Broadleaved Weed Control

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

W8: Dock Control

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

W9: Ragwort Control in Long Grass Areas

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

W10: Weed Control Autumn Cleanse

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

W11: Grass Edge Treatment

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

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Weed Control Audit

- 4.2.49 The Contractor should note that weed control is a Key Performance Indicator within the Monthly Audit System used by the SO. It is therefore a requirement that the Contractor ensure that the weed control is maintained to a high standard as set out in these Maintenance Specifications and in the Appointment of Landscape Contractor.

Treatment Codes: Weed Control

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

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4.3 GRASS CUTTING

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

Grass Cutting: General

- 4.3.1 The Contractor shall cut grass, with appropriate machinery, AS MANY TIMES AS NECESSARY, to meet the quality standards set out in Grass Cutting Specifications. The Contractor should note that certain areas may need to be cut more frequently than others sharing the same specification to achieve and maintain the same objective.
- 4.3.2 All loose stones or other harmful material from whatever source which may damage grass cutting plant or create a possible hazard to persons or property shall be removed off site.
- 4.3.3 All litter from grass cutting areas shall be removed off Site to an approved tip prior to grass cutting. **The Contractor will not cut up or cut through litter.**
- 4.3.4 All grass cutting operations adjacent to road or on central reservations shall only take place once traffic management has been agreed with the SO. As a minimum, warning signs shall be erected in all instances, refer also to **Appointment of Landscape Contractor, 5.7 Traffic Safety and Control.**
- 4.3.5 The Contractor shall cut grass neatly around all new or existing signs, bollards, structures, street/park furniture, artwork, walls, fences and the like during each operation to ensure that the height of the grass along the boundary or around the feature; does not exceed the height of the grass in the rest of the grass cutting area. Where the grass cutting area is bound by a solid wall or fence the contractor may use a herbicide to maintain a weed free strip against the wall or fence. The strip shall not exceed 200mm in width.
- 4.3.6 Grass around established trees in grass shall not exceed the height of the grass in the rest of the grass cutting area. This shall be maintained by using appropriate equipment, ensuring that no damage occurs to the tree, especially its bark and roots.
- 4.3.7 **Grass cutting shall be neat and to a consistent height over the whole cutting area** with neither tufting where the grass has not been cut evenly or scalping where the grass has been cut too short. Individual stems shall not be left standing proud of the general sward after the grass cutting equipment has completed its pass.
- 4.3.8 The Contractor shall note and take special care when carrying out operations adjacent to glazed areas of buildings, in order to avoid damage to doors, windows etc., from flying stones or other debris. Any damage to existing buildings or structures; shall be made good at the Contractor's expense to the satisfaction of the SO.
- 4.3.9 The Contractor **shall not** allow grass cuttings from his work to lay on drives, horse riding trails, paths, roads and the like: cuttings which fall on such places shall be swept up and scattered on adjoining grass in the grass cutting area. All service covers within the sward must be kept clear of any build-up of arisings and must be specifically checked and cleared as necessary at the end of the mowing season.
- 4.3.10 If the Contractor, with no delay or hindrance due to adverse weather conditions, or specified instruction from the SO, has allowed the grass in any cutting area to grow longer before cutting than the requirements of the specifications as defined below, and the SO considers that the arisings from such a delayed cutting may cause a hazard or are unsightly, then the SO may require the contractor to rake up and remove all such arisings and take them off site to tip.
- 4.3.11 Grass cutting equipment shall be of a type capable of producing a standard of finish commensurate with the SO's instructions. Cylinder mowers are to be preferred on cutting fine

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and short grass, but in areas where this is not possible other appropriate machinery should be used.

- 4.3.12 Cutters and blades shall be sharpened and set according to the manufacturers' recommendations to ensure a consistent cleanly mown sward and the height of cut determined as the height above ground level to the cutting blade measured with the machine standing on a hard level surface.
- 4.3.13 All guards shall be in place and in good condition and all safety devices shall be operational and of a type originally fitted on manufacture.
- 4.3.14 All machines shall have an effective silencer of the type originally fitted on manufacture.
- 4.3.15 All tractor drawn mowers, ride on mowers and other related machinery should only be used at safe and appropriate speeds and operated safely to avoid any collisions with persons, property or obstacles at all times.

Grass Specification Types:

G1: Fine Grass

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

G2: Short Grass

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

G3: Rough Grass

- 4.3.18 The grass shall be allowed to grow to a maximum of 200mm. The height of grass shall not exceed 100mm after cutting.
 - a) Arisings shall be left in situ unless instructed otherwise; and
 - b) Any significant ruts, ridges, or bare areas shall be levelled off, cultivated and reseeded in accordance with the Maintenance Specification. This excludes areas damaged by third parties.

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G4: Long Grass

Type A

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

Type A1 – Woodland Edge

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

Type B

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

Type C

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

Type D

- 4.3.23 Due to potential ecological issues, the grass shall be cut at times directed by the SO, usually May/June and late September and shall not be cut below 150mm unless instructed by the SO. 1 weeks notification shall be given to the SO prior to commencing operations to ensure timing in the year is suitable for operations to proceed.

G5: Haylage

- 4.3.24 Prior to cutting hay from the site, and at the appropriate time (generally late June/July), or upon direction by the SO, the Contractor will remove all ragwort from the sward by hand pulling or digging and remove the arisings from site to tip.
- 4.3.25 The grass shall be cut to the Rough Grass specification until the end of the first week in April, then grass will be left to grow, usually until the end of July or as otherwise specified in the Contract Documents.
- 4.3.26 Once the hay has been removed, the grass shall then be cut to meet the Rough Grass specification for the remainder of the season.

G6: Wildflower and Nature Conservation Areas

- 4.3.27 Areas of wildflowers shall be cut to a height of between 50 and 60mm after the seeding of desirable species, usually in late summer/early autumn. The desirable species in each area will be notified to the Contractor prior to the cutting season. Within the wildflower areas and Areas of Nature Conservation value the cutting shall include areas of bramble, tree and shrub seedlings of less than 200mm diameter, unless otherwise instructed by the SO.
- 4.3.28 Unless instructed otherwise by the SO, arisings shall be raked off and removed off Site, by such means that avoids pulling, tearing or causing other damage to the soil surface and retained

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vegetation. The removal of arisings shall be completed within 14 days of cutting unless otherwise instructed, or agreed by the SO.

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

G7: Bulbs in Grass

- 4.3.30 Where the grass cutting area contains spring bulbs the required maintenance specification shall be postponed by the SO until the SO requires cutting to commence – usually at least six weeks after flowering.

- 4.3.31 The area to which this applies shall only be the part of the cutting area where bulbs are present together with a margin of 300mm around the bulb areas.

- 4.3.32 The arisings from cutting the bulbs shall be collected up and taken off site by the Contractor.

Grass Cutting Audit

- 4.3.33 The Contractor should note that grass cutting is a key performance indicator within the Monthly Audit System used by the SO. It is therefore a requirement that the Contractor ensure that the grass cutting regimes are maintained to a high standard as set out in these Maintenance Specifications and Appointment of Landscape Contractor.

Treatment Codes: Grass Cutting

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

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4.4 SITE INSPECTIONS AND REPORTING

Objective: To keep the SO informed about activities, conditions and waterbodies on the site. As the Contractor carries out operations should any: vandalism, damage to signs, furniture and fittings, areas of heavy litter (including contractual required litter), missing utility covers, extreme anti-social behaviour and the like be encountered, he will report the problem to the SO. Reporting for minor incidents or problems will be appropriate as per specification frequency but those of a serious, potentially serious, hazardous or potentially hazardous nature should be reported on the same day as encountered.

- 4.4.1 A high standard of site management is required, and close cooperation between the Contractor's site staff and the SO is essential to the operation of the Contract. The Contractor shall take a proactive role in managing the site, and this will take the form of a programme of inspections in accordance with the contract specification. Reports shall be provided to the SO no later than seven calendar days following the date of inspection. An example of the format of the Site Inspection Report is shown in the Appendix H.
- 4.4.2 Site Inspections shall be carried out by the Contractor's Foreman or Contract Manager who shall be approved by the SO.
- 4.4.3 The Contractor shall produce a report that includes every site indicated as requiring inspection within the Contract area as evidence that he has inspected the sites in the detailed manner below. The sites are as indicated and numbered on plans and schedules.
- 4.4.4 Superficial inspection from a distance is not acceptable and the contract area requires coverage by walking. The inspection shall be carried out independently of any routine maintenance works, which may be in progress. The Contractor shall price the site inspection allowing sufficient time for a Foreman or Contract Manager to inspect all the sites including waterbodies and ditches in detail.
- 4.4.5 Site Inspection Reports shall indicate the following as a minimum:
- All matters relating to the operation of the Contract as described in the various sections of the Specification and recommendations for necessary works not already included within maintenance schedule.
 - Incidences of vandalism fly tipping, storm damage, disease or other site disturbances, indicating details of quantities, areas extent of works and costs, which are necessary to rectify the problem.
 - Trespass, disturbance, damage, interference by other contractors or third parties, together with details of damage and schedule of reinstatement works. Verification of site security, boundaries, locks on gates, traveller defence bunds etc.
 - Identification of any unsafe features which may pose a risk to Health and Safety of the public or the Contractor. The Contractor shall immediately undertake any protective or prevention measures as are appropriate and recommend permanent rectifying proposals.
 - Advance notice of recommended adjustments to Frequency Schedule, whether changes to timing, nature of works, or quantities of operations in Contractor's programme. The contractor shall take account of the seasonal and weather conditions affecting the site in order to make recommendations on adjustments to Frequency schedule.
 - Recommendations in order to achieve good horticultural, arboricultural and silvicultural practice.
 - That all watercourses on site remain in a 'Good' condition and there is no changes in water feature from previous inspection including but not exclusively limited to, blockage of drainage channels, fly-tipping, cracking to channels or other features, bank collapse, damage to warning signage, removal or damage to any life saving equipment (where applicable) etc.

Site Inspection and Reporting Audit

- 4.4.6 The Contractor should note that site inspection and reporting is a key performance indicator within the Monthly Audit System used by the SO. It is therefore a requirement that the Contractor ensure that the site inspection and reporting requirements are to a high standard and to the appropriate frequency as set out in the Maintenance Specification and Appointment of Landscape Contractor.

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Site Inspections and Reporting Frequency

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

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4.5 INDIVIDUAL TREES

Objective:

To establish and maintain healthy, well formed, attractive, safe trees.

Individual Trees: General

- 4.5.1 Individual tree maintenance shall be required as a general specification applying to the whole contract area. If exceptions exist they will be detailed within the Appointment of Landscape Contractor.
- 4.5.2 It is likely that the works required to individual trees under the landscape maintenance contract will consist of:
- i) Crown pruning to allow access
 - ii) Epicormic growth removal
 - iii) Pruning out of deadwood, damaged and diseased branches
 - iv) Pruning of street tree overhanging branches into property and highway to the required height
 - v) Maintenance of tree ties and stakes
 - vi) Watering of Individual Trees
- 4.5.3 Only hand tools shall be considered of achieving the maintenance work required. If the contractor feels the work will require the use of a chainsaw or similar equipment the contractor must inform the SO and again approval prior to starting on site.
- 4.5.4 Before commencing the work the Contractor shall confirm with the Local Authority the status of any Tree Preservation Orders, Conservation Areas or other designations, inform the SO, and obtain the necessary approvals.
- 4.5.5 Each tree shall be individually considered and the general description of work to be undertaken shall be interpreted in relation to the species, shape, size, character and condition of each individual tree. All operations shall be carried out so as to leave a well-balanced tree crown.
- 4.5.6 The Contractor, in consultation with the SO will discuss and notify of potentially sensitive planned works in areas. This notification should be given within a reasonable time frame leading up to the associated works. This will allow letters of intent (work notifications) to be sent out to statutory bodies and residents of the affected areas by the SO.

Health, Safety and Equipment

- 4.5.7 Risk assessments and working methods shall be submitted and agreed with the SO prior to commencement. The Contractor shall allow for the prior clearance of other obstructions, and the provision of safety fencing, signs, banksmen, and control of pedestrians / cyclists / horse riders.
- 4.5.8 Arboricultural works shall be carried out in accordance with the general safety factors set out in BS 3998 (2010) "Recommendations for Tree Work", or any amendments thereto, and by personnel with a recognised Training/Qualification. The Contractor shall ensure that there are sufficient trained staff and appropriate tools, plant and equipment to carry out the work. Safety clothing shall be worn.
- 4.5.9 If chainsaws are to be used, they may only be used by operatives over the age of 18, having adequate training, expertise and holding a Certificate of Competence awarded by an appropriate and recognised training body. The Contractor shall provide copies of the relevant certificates to the SO.

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- 4.5.10 The Contractor shall ensure that there are two operatives on site at all times whilst either a chainsaw, a chipping machine or other motorised work equipment is in operation. Appropriate safety equipment will be used at all time in accordance with current legislation.
- 4.5.11 The Contractor should be aware that under Health and Safety guidelines – Working at Height 2005, it may be required that the Contractor uses a Mobile Elevated Working Platform (MEWP) to undertake the safe pruning of a specific tree. If this is directed by the SO, the Contractor must provide the appropriate trained staff and health and safety obligations including a risk assessment prior to commencing works on site.
- 4.5.12 Ideally all tree pruning operations shall only be undertaken within the dormant season and outside the bird nesting season. The removal of live wood from any species shall not be undertaken during periods of severe frosts.
- 4.5.13 All equipment used shall be in good condition in accordance with all current legislation / regulations / industry recommendations. All cutting equipment shall be properly sharpened and set according to the manufacturers' recommendations.
- 4.5.14 All tools shall be surface sterilised after use on trees which are known or suspected to be diseased.

Disposal of Arisings

- 4.5.15 Arisings shall be removed off site unless otherwise instructed by the SO. Healthy material of greater than 25 mm diameter may be left on site in some areas if approved by the SO. If agreed by the SO suitable arisings may be chipped and spread over the surrounding area.
- 4.5.16 Any infected (disease or pest) timber shall be removed off site immediately in accordance with current DEFRA recommendations.
- 4.5.17 If any defect is found within a tree during the course of carrying out work which would render the specified work inappropriate or inadequate, the Contractor shall cease work and notify the SO who shall agree any appropriate alternative action to be taken. Where such a defect constitutes an imminent threat to public safety or property, the Contractor shall take appropriate action to exclude the public from the area of danger, notify the SO immediately, and protect the location until the SO issues further instructions.

T1: Regulative Pruning

- 4.5.18 Tree pruning shall be carried out in accordance with the Arboriculture Research Note 48/83/PATH as issued by the Arboricultural Advisory and Information Service. Pruning cuts shall wherever possible be made at a fork or at the main stem. All wounds shall be kept as small as possible. The final pruning cut shall be made so that both the branch, branch bark ridge and branch collar remain intact.
- 4.5.19 The Contractor shall carry out as part of tree pruning operations, all or any of the following works as may be necessary.

T2: Crown Pruning to Allow Access

- 4.5.20 The Contractor shall cut or prune trees and hedges from ground level to the appropriate and necessary height above ground level in order to achieve and to maintain the following standards:
Rights of Way, etc.
- 4.5.21 To allow for the free use of all bridleways, cycle ways, footpaths, grass paths and access routes, horse riding trails, and roads within the Contract Area and highways which interface with the Contract Area.

Public Highway Light Columns

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4.5.22 Shall be pruned away from the column to avoid obscuring the illumination.

Highway users

4.5.23 To maintain clear forward visibility from an appropriate distance for the road user of the full face of all permanent road signs (information signs, regulatory signs and warning signs) and to maintain sightlines for pedestrian and vehicles by regular crown lifting of trees and the low pruning of shrubs in the contract area.

T3: Epicormic Growth Removal

4.5.24 Remove all epicormic buds, growth from the trees' stems and/or root suckers from all trees in grassland, residential street trees and all trees in groundcover and shrub beds in order to achieve and to maintain single, clean stemmed trees to a height of 2.5m or to the height specified in the Contract Schedule.

T4: Additional Pruning Requirements

4.5.25 The Contractor shall remove any reverted branches from cultivars of tree species within the trees crown.

4.5.26 The Contractor shall remove by pruning any undesirable climbing plants at base and main stem of the tree.

4.5.27 The Contractor shall prune trees and shrubs around man-hole and inspection covers and telecom boxes in all planting beds, plantations and woodland areas within the Contract area in order to allow emergency access to those covers by the undertakers. The pruned strip around such covers shall not exceed 200mm in width.

4.5.28 The SO may require certain tree/shrub stumps to be treated. This shall require the final cut wound surface to be treated with an appropriate chemical (usually triclopyr), to prevent regrowth from the stump. Use of chemicals by the Contractor shall be in accordance with Health and Safety guidelines, the manufacturer's recommendations and the Employers Pesticide Policy. Treated stumps will be inspected by the SO at an appropriate period after treatment to ensure regrowth has not occurred. If regrowth has occurred, the contractor will be required to retreat under direction by the SO.

T5: Pruning Out of Deadwood, Damaged and Diseased Wood

4.5.29 The Contractor shall bring dead trees to the SO's attention and remove such when instructed to do so by the SO, together with the tree stake.

4.5.30 The Contractor shall prune back using appropriate equipment all dead, damaged or diseased wood to its point of origin. The cutting of the branch shall not damage the branch collar if taken off at a main limb or on the bole. The triple cut method shall be used when carrying out the pruning operation and the final wound shall be smooth and free of snags.

4.5.31 All damage to main limbs or boles shall be cleaned to remove damaged or diseased tissue back to, but not into, live wood or bark. The final wound shall be smooth and free of snags.

T6: Maintenance of Tree Ties, Stakes, Guards and Mulch: General

4.5.32 The Contractor shall maintain the stake and tie of all planted trees in the Contract Area, carrying out inspections and remedial works AS MANY TIMES AS NECESSARY throughout the contract period to meet the general landscape maintenance specifications set out in 5.11. The Contractor should note that certain species may need to be inspected more frequently than others to achieve and maintain the same general landscape maintenance specification.

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- 4.5.33 Immediately after periods of high wind or storm conditions, or when directed by the SO, the Contractor shall inspect trees, stakes and ties and perform any necessary works to meet the general landscape maintenance specifications.
- 4.5.34 Where the pre-existing tie, tree barrier or stake is causing the tree stress and/or as directed by the SO, the Contractor will remove the tie, barrier or stake, taking care not to cause extra damage to the tree. All arisings resulting from works will be gathered up by the Contractor and taken off site to tip.
- 4.5.35 In the event of a dispute on the need for or choice of operation required the SO's opinion shall be final and the Contractor shall adjust the works accordingly.
- 4.5.36 The Contractor shall remove all arisings from the works. The arisings shall be gathered up by the Contractor and taken off site to tip.
- 4.5.37 Tree stakes removed during the above operations shall be transported by the Contractor off site and disposed of at his own expense.
- 4.5.38 Tree tie material and replacement stakes shall be supplied by the Contractor. It shall be of good quality and suitable for the size of tree it is to be used to support. The Employer will require the blocks and strapping to be approved prior to works commencing. In the event of a dispute on the appropriate choice of block and pad in any specific situation the SO's opinion shall be final and the contractor shall adjust the works accordingly.

Tree Stake Maintenance

- 4.5.39 Check if the stake is still needed; if not remove the stake by: pulling it out of the ground and then backfill the hole with soil well firmed down, or, if this cannot be achieved then by cutting the stake off at ground level taking care not to damage the tree.
- 4.5.40 If stakes are removed inappropriately without the agreement or direction of the SO the Contractor shall be required to restake and retie the tree(s) at his own expense inclusive of the supply of appropriate stakes.
- 4.5.41 Check the stake for firmness, strength and vertical position: refirm, adjust or replace as necessary.
- 4.5.42 Check the base of the tree's stem for rocking and socketing: restake the tree if necessary and fill the voids around the tree's base with topsoil firmed well down.
- 4.5.43 When replacing a tree stake the size used shall be adequate to hold the tree upright and firm: stakes are to be driven upright in a position 50mm from the stem of the tree; the tree is to be held away from the stake during driving operations to avoid damage.

Tree Tie Maintenance

- 4.5.44 Tree ties shall be firmly secured and adjusted so as to prevent undue movement of the tree with respect to the stake. Replacement ties shall be positioned approximately 50mm below the top of the stake but avoiding tying at the same point as previous ties.
- 4.5.45 Check the tree's blocks and strapping or tie; if the block and strapping or ties are tight, and if the materials are still serviceable, adjust the block and strapping or tie to a looser fit.
- 4.5.46 Check the tree's blocks and strapping or tie; remove and replace with new materials in any of the following circumstances:
 - i. If either the block or the strapping or tie are worn and/or liable to break, or
 - ii. If either the block or the strapping or tie are chafing or damaging the tree, or
 - iii. If either the block or the strapping or tie are an inappropriate size for the tree.

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Tree Guards

- 4.5.47 Where the tree has sufficiently grown as to not require the need for a protective guard at its base or under the direction of the SO, the guard is required to be removed by the Contractor. The Contractor shall then remove the guard and dispose of at tip.

Mulch

- 4.5.48 Mulch to be top dressed annually to maintain 1m diameter circle approx 5cm in depth.
- 4.5.49 Organic composted bark is to be used.
- 4.5.50 It is a requirement that the Contractor ensures that the tree specifications are followed correctly and works are undertaken as appropriate to the required standard as set out in the Maintenance Specifications and Appointment of Landscape Contractor.

Watering of Individual Trees

- 4.5.51 To ensure the continued healthy growth of newly planted trees and indicated existing stock as directed by the SO, the Contractor will submit a watering regime schedule encompassing the warmer months (May-September) to the SO for approval. This schedule must be in situ prior to the commencement of works on site.
- 4.5.52 If the tree has been newly planted or is within the two year threshold of its initial planting, the Contractor is responsible for the regular watering of the tree. The Contractor is required to water the tree at least once or twice every week from May through to September or as appropriate in consultation with the SO.
- 4.5.53 Soil moisture levels should be hand checked.
- 4.5.54 The Contractor shall replace at his own expense, as soon as weather conditions permit, and within a specified planting period, all trees determined by the SO to be dead due to water stress or in an unacceptable condition at the end of the growing season. To be considered acceptable, plants shall be free of dead or dying branches and branch tips and shall bear foliage of normal density, size, and colour. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this Specification.

T7: Maintenance of Pleached Limes

- 4.5.55 The Contractor shall prune any outward growing shoots, using secateurs, back to one or two buds from the base, and all arisings to be removed from site. New vertical growth shall be removed, particularly at the top of the tree, and any new season's growth shall be pruned. All epicormics, buds and growth from the trees' stems shall be removed to maintain single, clean stemmed trees. Any undesirable climbing plants at the base and main stem of the tree shall be removed by pruning.
- 4.5.56 Leading growths are to be pinched out to encourage dense growth. Adjustable plastic ties are to be used to secure any retained growths to the wires, and shall be regularly inspected by the Contractor to ensure that they are not damaging the bark. Any restrictive ties are to be removed and replaced as many times as necessary.
- 4.5.57 The Contractor shall carry out regular inspections to ensure that any loose wires are tightened, and will report any damage to the wires to the SO.
- 4.5.58 No works to the pleached limes shall be carried out in freezing weather.

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Tree Audit

- 4.5.59 The Contractor should note that tree management will form a part of the Monthly Audit System used by the SO to measure the Contractors performance each calendar month. It is therefore a requirement that the Contractor ensure that the tree specifications are followed correctly and works undertaken as appropriate to the required standard set out in the Maintenance Specifications and Appointment of Landscape Contractor.

Treatment Codes

T1	Regulative Pruning
T2	Crown Pruning to allow access
T3	Epicormic Growth Removal
T4	Additional Pruning Requirements
T5	Pruning of deadwood, Damaged and Diseased Wood
T6	Maintenance of Tree Ties, Stakes, Guards and Mulch
T7	Maintenance of Pleached Limes

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4.6 SHRUB MAINTENANCE – ORNAMENTAL AND NATIVE

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

Shrub Maintenance: General

- 4.6.1 The Contractor shall perform pruning works AS MANY TIMES AS NECESSARY throughout the contract period to meet the standards set out below. The specification will apply to the whole of the contract area. The Contractor should note that certain section (or parts of some section) may need to be pruned more frequently than others to achieve and maintain the same general landscape maintenance specification.
- 4.6.2 The Contractor shall cut or prune grasses, herbaceous plants, and shrubs from ground level to the appropriate and necessary height above ground level in order to achieve and to maintain the following standards:
- i). To allow for the free use of all bridleways, footpaths, grass paths and access routes within the Contract Area and highways which interface with the Contract Area.
 - ii). Where ground cover planting adjoins grass the ground cover species shall be pruned to prevent the encroachment of ground cover plants and foliage into the grass area.
 - iii). To allow a one metre wide free working access to and around lighting columns.
 - iv). Prune trees and shrubs around man-hole and inspection covers and telecom boxes in all planting beds, plantations and woodland areas within the Contract area in order to allow emergency access to those covers by the undertakers. The pruned strip around such covers shall not exceed 200mm in width.
 - v). The removal of dead, dying or hazardous growth.
 - vi). To maintain the visibility of signs, sightlines, structures, gates and visibility splays.
- 4.6.3 The Contractor shall not allow prunings from his work to lie on planting beds or grasslands or on paths, roads and the like: prunings which fall on all such places shall be gathered up by the Contractor and taken off site to tip.
- 4.6.4 The Contractor shall check all shrubs and trees in the Contract Area for dead or broken branches (especially following high winds). Any such dead or broken growth shall be cut off cleanly in accordance with the principles of good horticultural or arboricultural practice.
- 4.6.5 The Contractor shall bring dead shrubs or trees to the SO's attention and remove such plants when instructed to do so by the SO, together with the tree stake if so instructed.
- 4.6.6 The Contractor shall use suitable work equipment to perform the pruning works throughout the section to the maintenance specifications. The pruning equipment shall be well adjusted and well maintained and equipped with sharp blades or cutters. The use of tractor mounted flails to undertake any of the specified works must have the prior approval of the SO.
- 4.6.7 Where the shrubs and trees to be pruned are located close to street furniture, bollards or the like, the Contractor **must** be careful when using machinery to undertake operations. Any damage to existing hard work features will be replaced or repaired by the Contractor at his own expense.
- 4.6.8 All suckers shall be removed from rootstocks.

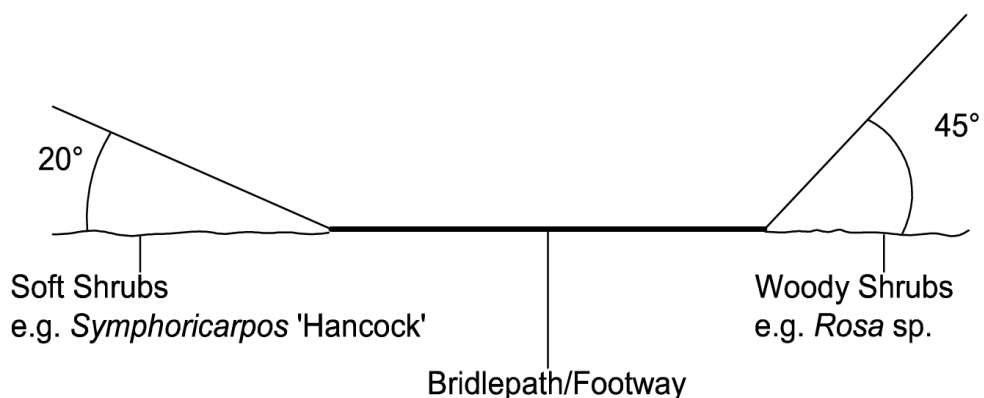
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- 4.6.9 Any infected (disease or pest) timber shall be removed off site immediately in accordance with current DEFRA recommendations.
- 4.6.10 Arisings from ornamental shrubs shall be removed off site unless otherwise instructed by the SO. If agreed by the SO suitable arisings may be chipped and spread over the surrounding area.
- 4.6.11 The Contractor shall ensure that operatives working within shrub areas are fully conversant in tree and shrub identification prior to undertaking works described in the Maintenance Specifications. Trees or shrubs suffering from damage, disfigurement or death as a result of poor horticultural knowledge will be repaired or replaced as required by the Contractor at his own expense.
- 4.6.12 If the Contractor has any doubt as to the identity of the tree/shrubs and the required works he should contact the SO prior to the commencement of works.

O1: Ornamental Shrub and Groundcover Pruning Specification

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



- 4.6.14 When specified in the Contract Documents in formal shrub plantings consisting of specific species groupings the contractor shall prune the shrubs (including ground cover species) as many times as necessary, throughout the contract period, to prevent the invasion and domination of one species grouping over another.
- 4.6.15 Species specific pruning will be required during the establishment of some plants as detailed below to ensure they grow into the required shape to fulfil the planting design. (THOSE SHRUBS GROWN FOR COLOURED STEMS INC: CORNUS, SALIX, RUBUS AND COCKBURNIANUS).
- 4.6.16 All stems shall be cut down to 50 mm above ground level, or to 50 mm above the coppice stool if cut down previously, at a frequency indicated on the contract drawing to maintain a succession of coloured stems. This shall be carried out during the dormant season but outside the bird nesting season (January to February).

O2: Coppicing

- 4.6.17 The quantity and species to be coppiced shall be determined by the SO with regard to an individual site. Details shall be instructed on a contract drawing of the species, the percentage of coppicing required, and timing of the works.

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- 4.6.18 No coppicing shall be carried out during the bird-nesting season of late March to mid-August inclusive unless instructed by the SO and surveyed first for nesting birds / protected species. Unless otherwise instructed, coppicing shall normally be carried out between November and February.
- 4.6.19 The Contractor shall cut down the plant to 50mm above ground level if the plant is being coppiced for the first time. If coppiced previously, the Contractor shall cut down the plant to the previous point of coppicing, but with the cuts positioned outside the branch collar. The Contractor shall ensure that the final wound surface is smooth and angled to allow water run-off.
- 4.6.20 The Contractor shall process all arisings in the manner instructed by, or agreed with, the SO. This shall be as detailed above.

Shrub Maintenance Audit

- 4.6.21 The Contractor should note that shrub maintenance will form a part of the Monthly Audit System used by the SO to measure the Contractors performance within the months that shrub maintenance is completed. It is therefore a requirement that the Contractor ensure that the shrub specifications are followed correctly and works undertaken as appropriate to the required standard set out in the Maintenance Specifications and Appointment of Landscape Contractor.

Treatment Codes

O1	Ornamental Shrub and Ground Cover Pruning
O2	Coppicing

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4.7 HEDGE CUTTING

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

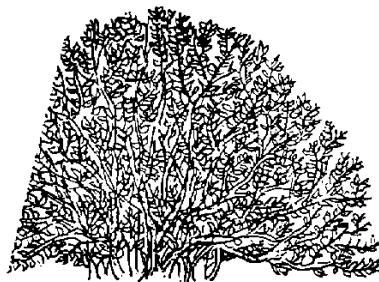
Hedge cutting: General

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

Hedging Specifications

H1: One Side Only

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



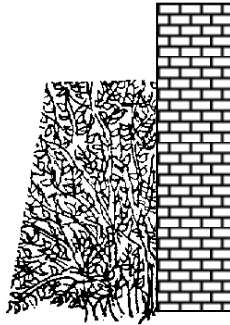
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H2: One Side and Top

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



H3: Both Sides

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



H4: Both Sides and Top

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



H5: Dome

- 4.7.15 To the length and to the height and width indicated in the Maintenance Specification and Drawings, the flowing profile to be dome shaped:



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Hedge Maintenance Audit

- 4.7.16 The Contractor should note that hedge maintenance will form a part of the Monthly Audit System used by the SO to measure the Contractors performance within the months that hedge maintenance is completed. It is therefore a requirement that the Contractor ensure that the hedge specifications are followed correctly and works undertaken as appropriate to the required standard set out in the Maintenance Specifications and Appointment of Landscape Contractor.

Treatment Codes

H1	One side only
H2	One side and top
H3	Both sides
H4	Both sides and top
H5	Dome

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4.8 HERBACEOUS PLANTING MAINTENANCE

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

B1: Herbaceous Planting Maintenance, General

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

Treatment Codes

B1	Herbaceous Planting Maintenance
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4.9 AQUATIC PLANTING MAINTENANCE

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

A1: Aquatic Planting Maintenance, General

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

Spraying

- 4.9.3 Within the SUDS area, as identified in the Contract Documents, the use of pesticides is PROHIBITED unless permission is sought, through the SO, of the Environment Agency (EA) and SO receives written approval of that permission from the EA for their use.
- 4.9.4 Where specific permission has been obtained from the relevant agency by the SO, the Contractor will be required once a year under licence to spray reed mace from specified areas of the watercourse as directed by the SO. This will be denoted on the Contract Drawing as a standalone specification under Reed Mace Spraying W10 – followed by a year.
- 4.9.5 The Contractor will be expected to provide a staff member trained in spraying from bank to water.

Treatment Codes

A1	Aquatic Planting Maintenance
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4.10 GULLEY CLEARANCE

Objective: To have fully functional and clear gulleys

- 4.10.1 The Contractor shall clear gulleys of build up of all silt and other material to the number of times specified on the Contract Drawings.
- 4.10.2 Material removed is to be disposed of to an appropriate facility off site.
- 4.10.3 Covers are to be fully reinstated following completion.
- 4.10.4 Where opening gulley covers presents a trip hazard, barriers or signage are to be erected as required to remove risk to the public.

4.11 HORTICULTURAL MATERIALS

General

- 4.11.1 All fertilisers, mulches, herbicides, guards, ties and the like shall be as listed in Table SP/1 and SP/2 and shall be applied at the rates specified or, where not specified, at rates in accordance with the manufacturer's instructions. The foliage and stems of all woody vegetation shall be protected from herbicide and fertiliser contact. A sample of the mulches to be used shall be submitted to the SO for approval prior to their incorporation into the Works.
- 4.11.2 Damage to plants caused by the misapplication of chemicals or poor workmanship involved with the spreading of mulch shall be rectified at the Contractor's own expense and where instructed, the Contractor shall replace damaged plants at his own cost.

Stakes and Ties

- 4.11.3 Stakes shall be straight, round, debarked, softwood, pressure impregnated with water borne copper/chrome/ arsenic compositions to BS 4072 or water-borne fluoride/arsenate/chromate, dinisophend to BS 3453 pointed at the butt end, and have a minimum diameter of 60mm (50mm for short stakes).
- 4.11.4 Ties shall be adjustable for trees and specified shrubs and shall incorporate a spacer, made of black PVC or reinforced rubber. The width of the belt shall be 25mm and the tie shall be fixed to the stake with a galvanised nail.

Tree & Shrub Shelters

- 4.11.5 Tubular shelters for trees and shrubs shall be circular brown polypropylene (twin walled) with a perforated vertical line (to allow the shelter to burst). Shelters shall be fixed with two releasable ratchet ties to a treated softwood stake 25 x 25 x 800mm (pointed at one end) and driven 300mm into the ground. Tree shelters shall be 600mm in height with a diameter of 120mm. Shrub shelters shall be 600mm in height with a diameter of 200mm.

Irrigation Pipes

- 4.11.6 These shall be 70-75mm diameter flexible perforated plastic pipe of sufficient length to encompass the root spread of the tree and emerge at ground level. The pipe shall have a removable cap attached to prevent soil entering the pipe.

Gravel Drainage Layer

- 4.11.7 Where specified a gravel drainage layer 100mm deep comprising 10-25mm lime-free washed aggregate (no fines) shall be evenly laid in the base of the prepared tree pit.

Bark Mulch

- 4.11.8 Where specified bark mulch shall be medium grade chipped (not peeled) conifer bark, composted for at least 6 weeks, size 25-65mm, no fines. The supplier shall provide a representative sample of the material of a quantity of not less than 5 litres, which shall be approved by the S.O. and used as a check against future supplies.

Planting Compost

- 4.11.9 Rooting medium shall be peat free planting compost as identified in table SP/1 to be supplied from a reputable source approved by the SO and to be free from toxic matter or disease carrying substances. The Contractor shall supply the SO with a Certificate to prove that the compost has been sterilised.
- 4.11.10 The Contractor shall provide a Certificate of Analysis to show that the materials being supplied are appropriate for use as a planting medium and the analysis shall contain information on:

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

Grass and wildflower seed

Seed shall be produced for the current growing season.

Certification: Blue Label Certified Varieties

Standard EC Purity and Germination Regulations.

Official Seed testing Station Certificate of Germination, Purity and Composition.

Submit when requested.

Quality of Water

4.11.11 Water shall be from a mains water supply, or other supply approved by the SO. The existing water supply system on Site may be used, at the Employer's sole discretion and with his prior approval, subject to any current restrictions that may be in place via the local Water Authority.

4.11.12 The Contractor shall be entirely responsible for securing adequate supplies of water, from whatever source and in drought or other adverse conditions, for the satisfactory execution and maintenance of the Works.

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

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

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Table SP/2 Plant Accessories

	Item	Proprietary Products/Type
1	73mm flexible perforated watering	'Wavencoil' or equivalent approved pipe laid in accordance with manufacturer's instructions
2	Tree ties	'Toms' rubber ties or equivalent approved with galvanised nail to fix stake.
3	Tree and shrub shelters	'Tubex' or equivalent approved. Tree - 600mm high 120mm diameter; shrub - 200mm diameter.

Table SP/3 Grass Seed (Available from British Seed Houses A22 or similar approved).

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

Table SP/4 Wildflower Seed Mix (Available from British Seed Houses RE2 - Lowland Meadow or equivalent and approved)

% by Seed Number	Species	Common Name
	WILDFLOWERS	
1.0%	<i>Achillea millefolium</i>	Yarrow
1.0%	<i>Centaurea nigra</i>	Common Knapweed
1.0%	<i>Conopodium majus</i>	Pignut
2.0%	<i>Filipendula ulmaria</i>	Meadow Sweet
1.0%	<i>Galium verum</i>	Lady's Bedstraw
1.0%	<i>Hordue sacalinum</i>	Meadow Barley
1.0%	<i>Hypochoeris radicata</i>	Cat's ear
1.0%	<i>Leontodon autumnale</i>	Autumn Hawkbit
1.0%	<i>Leucanthemum vulgare</i>	Ox-eye Daisy
2.0%	<i>Plantago lanceolata</i>	Ribwort Plantain
1.0%	<i>Primula veris</i>	Cowslip
1.4%	<i>Prunella vulgaris</i>	Self-Heal
1.4%	<i>Pulicaria dysenteria</i>	Common Fleabane
2.0%	<i>Ranunculus acris</i>	Meadow Buttercup
2.0%	<i>Rumex acetosa</i>	Common Sorrel
0.2%	<i>Vicia cracca</i>	Tufted Vetch
	GRASSES	
10.0%	<i>Agrostis stolonifera</i>	Creeping Bent
6.0%	<i>Alopecurus pratensis</i>	Meadow Foxtail
3.5%	<i>Arrhenatherum elatius</i>	Tall Oat-Grass
6.0%	<i>Cynosurus cristatus</i>	Crested Dogstail
6.0%	<i>Dactylis glomerata</i>	Cocksfoot
13.5%	<i>Deschampsia caespitosa</i>	Tufted Hair-Grass
6.0%	<i>Festuca pratensis</i>	Meadow Fescue
11.0%	<i>Festuca rubra ssp. litoralis</i>	Slender Creeping Red Fescue

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3.0%	<i>Phleum pratense</i>	Timothy
12.0%	<i>Poa trivialis</i>	Rough Stalked Meadow Grass
3.0%	<i>Trisetum flavescens</i>	Yellow Oat-Grass

Tree Sizes and Definitions

- 4.11.13 All trees shall have well-formed heads with a single leading shoot and showing vigorous growth and a sound fibrous root system. The size and form of trees will be as specified by the SO.

Tree Sizes and Definitions					
Form	Age/Condition or transplanted x	Girth	Height	Clear Stem to	Root Condition
Whip	2x	-	125-150	-	Bare Root
Feather	2x	-	175-250	-	Bare Root
Standard (Standard)	2x	8-10	250-300	175-200	Rootball
Standard (Selected)	2x	10-12	300-350	min 200	Rootball
Standard (Heavy)	3x	12-14	350-425	min 200	Rootball
Standard (Extra Heavy)	3x	14-16	425-600	min 200	Rootball
		16-18	450-625	min 200	Rootball
		18-20	450-650	min 200	Rootball
Semi- Mature	4x, 5x	20-25	-	min 200	Rootball
		25-30		min 200	Rootball
		30-35		min 200	Rootball
		35-40		min 200	Rootball
		40-45		min 200	Rootball

Feathered Trees

- 4.11.14 Feathered tree is defined as a young tree that has been transplanted at least once, with a reasonably straight and upright central leader of not less than 1.75 metres and furnished with lateral shoots to near ground level, maximum height 2.5 metres.

Forestry Transplants

- 4.11.15 "Forestry transplant" is defined as a young tree that has been transplanted or undercut at least once. The height shall be specified, with the age and other dimensions where appropriate. It shall have a central leader. The age of plants, where given, will be expressed by indicating separately the time spent in the seedbed and the transplant lines. Each trans-planting shall be indicated by a '+' sign e.g. 1+1 and undercutting by the letter 'u', e.g. 1u1. No plants shall remain for more than two years in either seedbeds or transplant lines without undercutting or transplanting, and in any case plants for forest use shall not be more than four years old.

UnPlanned Works

4.12 UNPLANNED WORKS INFORMATION

Debris

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

Vegetation Clearance

- 4.12.4 Vegetation shall only be cleared where it has been specified on a site plan or by the instruction of the Employer.
- i). **Trees, shrubs, scrub**
All above ground growth and surface roots and stumps shall be removed. Larger stumps shall be ground down to a depth below ground as agreed with the Employer, or stumps cut to ground level and killed as agreed with the Employer.
 - ii). **Herbaceous plants**
Perennial plant material, with approval from the Employer, to be sprayed off with an appropriate herbicide and dead plant material removed from site; or annual plant material to be strimmed and arisings removed from site.
 - iii). **Grass**
Where instructed by the Employer areas of existing grass to be reinstated shall be sprayed off with an appropriate herbicide.

Retained Vegetation

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

Site Preparation: Soil

- 4.12.10 Once the grading and levelling of the area is complete the topsoil should not be crossed by vehicles or have plant and material stored on it. There should be no hard debris greater than 25mm diameter, rubbish or dead plant material remaining in or on the surface.

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4.12.11 The soil shall be kept fine and free from weed during any fallow period prior to works commencing.

4.12.12 After the completion of the ripping or lifting the Contractor shall be responsible for thoroughly cleaning the surface of any path of any contamination caused by the work.

Retain Existing Topsoil

4.12.13 Existing topsoil is to be retained and stored whilst subsoil levels are restored to recommended height.

4.12.14 Soil should be stored in heaps no more than 2m high, and if being stored more than 6 months sown with rye grass to prevent weed growth.

4.12.15 Topsoil should not be moved if it contains aggressive weeds (e.g. Japanese Knotweed).

Top Soil Handling

4.12.16 Handle topsoil in driest conditions possible: do not handle during or after heavy rainfall or when it exceeds its Plastic Limit.

4.12.17 Plant used to handle topsoil must be selected and used to minimise disturbance, trafficking and compaction to the soil.

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

Ripping or Lifting

4.12.19 The SO may direct that in certain parts of the site where damage has caused the natural drainage of the soil to be severely impeded by compaction then that compaction be ameliorated by either ripping or lifting depending on the extent of the damaged area.

4.12.20 A tractor mounted ripper shall be used on all areas to be ripped by the Contractor; a hand-fork may be used in areas to be lifted.

Rotovating

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

Stone picking

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

Grading and Levelling: Small Areas, Ruts and Depressions

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

Grading and Levelling: Large Areas

4.12.24 Subsoil shall be excavated/filled to ensure required finished topsoil levels and profiles are achieved. It shall be thoroughly loosened when ground conditions are reasonably dry:

- i). On light, non-cohesive soils to 300mm depth
- ii). On still clay and cohesive soils to 450mm depth

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iii). On rock and chalk subgrades, lightly scarify to promote drainage

4.12.25 Topsoil to be graded to existing finished levels and profiles with allowance for settlement.

Imported Topsoil

4.12.26 Should imported topsoil be required it shall be from a source approved by the Employer. It shall comply with BS 3882: 1994 and be Premium grade unless another grade is specified.

4.12.27 If large quantities of topsoil are required the Employer may request an analysis of the topsoil, at the Contractor's expense. A conductivity reading in excess of 2800 $\mu\text{s-cm}^{-1}$ (in calcium sulphate extract) is not acceptable.

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4.13 UNPLANNED PLANTING: GENERAL

- 4.13.1 All plants shall conform to the species, types, sizes, and characteristics as described on the Contract Drawings or in the Plant Schedule. No substitution in species, size or type will be made without prior agreement with the Employer.
- 4.13.2 Plants shall be obtained from nurseries accredited in the Horticulture Certification Scheme and shall be available for inspection at source.
- 4.13.3 Any materials, which in the opinion of the Employer, do not meet with the requirements of the specification, or are unsuitable or defective in any way, may be rejected.
- 4.13.4 All plants shall be:
- i). Condition: materially undamaged, sturdy, healthy, vigorous
 - ii). Appearance: of good shape and conform to species type
 - iii). Hardiness: Grown in a suitable environment and hardened off
 - iv). Health: free from pests, diseases, discolouration, weeds and physiological disorders
 - v). Budded or grafted plants: bottom worked - no grafted stock shall be supplied without the permission of the Employer
 - vi). Root system and condition: Balanced with branch system
 - vii). Species true to name
- 4.13.5 Upon submission of evidence that certain species are not available at the time of the contract the Contractor may, in exceptional circumstances, be permitted to offer substitutes at an agreed adjustment of price. All substitutions shall be to the nearest equivalent species and variety to the original specified but shall be subject to the approval of the Employer before the change is made.
- 4.13.6 Any plant found to be of the wrong variety or size specification after planting shall be replaced with the correct variety and size at the Contractor's expense.
- Planting Timing**
- 4.13.7 Planting shall take place when the soil is moist and friable, and not waterlogged or frozen or excessively dry. Normal planting times are:

- i). Deciduous trees and shrubs: When dormant, early November to late March
- ii). Conifers and evergreens: September/October or April/May
- iii). Herbaceous plants and marginals: September/October or March/April
- iv). Container grown plants: any time of year when ground and weather conditions are favourable
- v). Dried bulbs, corms and tubers: September/October
- vi). Wildflower plugs: Late August to mid-November or March/April
- vii). Marginal Aquatic plants Feb/March or September/October

Watering

- 4.13.8 After planting water full depth of topsoil, to ensure establishment and continued thriving of plants. If water supply is likely to be restricted by drought or emergency legislation, do not carry out planting unless instructed.

Plant Handling, Storage and Transport

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

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

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

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

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

Packing and Transport

4.13.13 The Contractor shall comply with those sections of the C.P.S.E. publication: 'Plant Handling', which are concerned with the care of plant material in transit and its temporary storage prior to planting, and also with the requirements listed below.

4.13.14 Any plants packed in crates for transit shall be unpacked immediately or within 24 hours of delivery at the latest. The plants should be carefully checked for damage. Container-grown plants should be checked to ensure that the soil and root system are neither dried out nor waterlogged.

4.13.15 All bare-rooted stock shall be protected from drying out in black polythene bags during transit and on site prior to planting/heeling in. The Employer has the right to refuse any dried out material.

4.13.16 If the plants are not to be planted within 24 hours of delivery, they shall be heeled in by placing the roots in a prepared trench, covering them with fine soil and well firming or watering in to prevent air pockets. Container grown plant material will be stored upright in a location on site agreed with the Employer. Any plant material stored on site shall be protected from drying winds and watered and the contractor shall be held responsible for any damage or theft which occurs.

4.13.17 Trees shall be carefully packed during transit, either individually or in bundles, with straw and wrapped in hessian to prevent rubbing of branches and drying out of roots (if bare-rooted). Specimens should be carefully checked for damage.

4.13.18 Any damaged plants or other plants that in the Employer's opinion have been handled incorrectly shall be set aside and not used in the Works, and replaced at the Contractor's expense.

4.13.19 Where necessary bare-rooted trees, transplants and shrubs shall be immersed in root dip upon lifting at source nursery at the manufacturer's recommended rate. The Contractor shall supply certification from the nursery confirming that this procedure has been undertaken.

4.13.20 Prior to planting any broken or damaged branches should be pruned or treated as appropriate. Any damaged roots should also be cut out.

Planting: Grass/Wildflower

4.13.21 The areas to be seeded shall have a fine weed free seed bed tilth on top of soil cultivated to 100mm depth. After rotovating, the area shall be raked out or harrowed to produce a fine seed bed tilth approximately 25mm deep and lightly consolidated with a roller.

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- 4.13.22 Seed bed shall contain no hard debris over 25mm in diameter, rubbish and plant material.
- 4.13.23 The areas shall have an even surface, without minor bumps and hollows, and graded into levels of the surrounding land and around features such as trees and street furniture. Allowance should be made for subsequent soil settlement.
- 4.13.24 Seed sowing shall be carried out in favourable weather conditions when the soil is dry and friable. The Employer retains the right to suspend seeding operations when, in his opinion, the weather conditions are unsuitable.
- 4.13.25 The seed to be sown shall be one of the following mixtures as agreed between the Contractor and the Employer, or similar approved:
- i). British Seed Houses A22 Mix
- 4.13.26 Seed shall be sown at a rate as per the manufacturers recommendations, in transverse directions by hand in small areas or broadcast machines in large areas, lightly harrowed or raked in and firmed with a light roller.
- 4.13.27 In areas where germination has failed within 4 weeks of seeding/turfing for whatever reason or where in the opinion of the Employer excessive subsidence has occurred then these areas will be re-seeded/turfed at the Contractor's expense, including all necessary grading, topsoiling and cultivations as may be required.

Maintenance to establishment: Grass Seeding

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

Maintenance to establishment: Wildflower Seeding

4.13.31 Autumn Sown

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

4.13.32 Spring Sown

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

Grass Turfing: General

- 4.13.33 The areas to be seeded shall have a fine weed free seed bed tilth on top of soil cultivated to 100mm depth. After rotovating, the area shall be raked out or harrowed to produce a fine seed bed tilth approximately 25mm deep.

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- 4.13.34 Extend cultivation into any adjacent areas of existing grass to ensure full marrying-in of levels.
- 4.13.35 The soil shall contain no hard debris over 25mm in diameter, rubbish and plant material.
- 4.13.36 Turfing laying should take place during mild and damp weather conditions when the ground is moist and workable. Do not lay turf when persistent cold or drying winds are likely to occur or if the soil is frost bound, waterlogged or excessively dry.
- 4.13.37 Ideally turfing should take place from the beginning of April to mid-May or from the beginning of September to mid-October. Outside of these periods turf laying may be carried out when weather and ground conditions are suitable as agreed with the Employer, and a watering regime is in place.
- 4.13.38 When laying the turf do not overlap the edges or create tension allowing joints to pull apart.
- 4.13.39 Use boards while laying the turf and do not walk on newly laid surface.
- 4.13.40 Water in thoroughly after laying turf and never allow turf to dry out during establishment. A watering regime should be agreed prior to commencement.

Maintenance to Establishment: Grass Turfing

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

Bulbs, Corms and Tubers

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

Maintenance to Establishment:

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

Planting and Establishment: Trees

- 4.13.51 Tree planting must occur within 48 hours of preparation of the tree pits.
- 4.13.52 The trees are to be planted in accordance with the practice as set out in the appropriate British Standards Specifications.

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- 4.13.53 Trees are to be planted at their natural depth with any tree stakes driven in place prior to backfilling.
- 4.13.54 Care is to be taken to spread all roots and cut back any minor damage to roots as may be required.
- 4.13.55 After planting the topsoil, backfill mixture specified shall be backfilled in layers of 150-230mm depth, at each stage consolidating each layer and well packing around the roots. Slow release fertiliser tablets shall be regularly placed at a level around the roots in each tree pit during backfilling. Care shall be taken that tablets do not touch any part of the plants.
- 4.13.56 The Contractor shall, before the final layer of soil is backfilled, thoroughly water the tree, allowing the water to drain away freely before completing the filling. Allowance shall be made for due settlement of at least 100mm.
- 4.13.57 Any broken branches shall be pruned back to bud and damaged bark bared back to sound tissue. Damaged plants may be rejected by the Employer.
- 4.13.58 Tree stakes shall be pressure impregnated to BS1282, softwood, straight, free of projections and pointed at one end. All bark shall be removed from stake.
- 4.13.59 The length of stakes shall be equal to the sum of the length of the stake above the ground (600mm), the depth of the tree pit and an additional 300mm.
- 4.13.60 Tree ties are to be secured by Rubberloc tree ties (or similar approved by the Employer). Ties to be fixed 25mm from the top of the stake or cane using galvanised clouts.
- 4.13.61 Irrigation pipes for trees as specified shall be installed in accordance with Manufacturers specification.

Maintenance to Establishment

- 4.13.62 Watering regime is required to ensure the successful establishment of all species.
- 4.13.63 Tree guards to be installed where specified.
- 4.13.64 Where specified, tree circles 1m diameter to be kept mulched to a depth of 75mm. Mulching to be done immediately after planting and watering, and replenished each spring for as long as specified.
- 4.13.65 Assessment between the SO and Contractor will be undertaken at the end of each growing season throughout the agreed defects liability period to determine replacements. These will be supplied as required in the next suitable planting season to be no smaller than the existing tree size and species.

Planting and Establishment: Shrubs and Herbaceous

- 4.13.66 All shrubs and herbaceous material shall be planted during October – March.
- 4.13.67 All planting works shall be carried out when soil and weather conditions are suitable and as directed by the SO. No planting shall be carried out when the ground is frozen or snow covered, waterlogged or excessively dry.
- 4.13.68 In the event of the planting taking place during prolonged hot and dry conditions, the Contractor is to ensure that he agrees a watering programme with the Employer.
- 4.13.69 The Contractor shall give 48 hours notice to the Employer of his intention to start planting shrubs.

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4.13.70 The Contractor is to ensure that the following items are approved by the Employer before their application or before the subsequent work is started:

- i). Cultivation of topsoil prior to planting
- ii). Plant material
- iii). Preparation of planting areas prior to planting
- iv). Shrub positions

4.13.71 The Contractor shall be responsible for setting out all areas of planting to the satisfaction of the Employer and shall rectify any errors in setting out at his own expense. Whilst rigid accuracy in spacing and setting out is not essential, the Contractor will be expected to achieve the general distribution of plants as shown on the Contract Drawings and in the plant schedules.

4.13.72 No planting shall take place unless the ground is free of perennial weeds.

4.13.73 Topsoil shall be dug by hand or cultivated by machine to minimum depth of 300mm, breaking down all lumps, then forking, raking and collecting and removing from site all weeds and any debris greater than 50mm diameter. Additional topsoil may be imported to subsidise existing topsoil if necessary. The surface is to be left with a medium tilth with smooth, flowing contours, removing all minor hollows and ridges.

4.13.74 Plants shall be planted at the same depth as previously grown, with care being taken to avoid any damage to the root system and stems. Ensure soil is broken up on sides and base of planting pit. Care shall be taken to avoid breaking up the rootball, but plants that have become pot bound shall have their roots gently eased out. The plants shall be placed in the planting hole and gently shaken to allow the fine soil to surround the roots. As the rest of the soil is returned it shall be well consolidated and firmed around the roots to eliminate all air pockets.

4.13.75 Following completion of planting, the soil over the whole of the planted area shall be sufficiently watered as necessary to achieve its field capacity.

4.13.76 On completion of planting, watering and mulching (if required), all areas shall be left tidy and weed-free to the approval of the Employer and shall be maintained in a tidy and weed-free state until completion of the works.

Maintenance to Establishment

4.13.77 The Contractor shall be responsible for the establishment of the planting for the period specified in the Contract.

4.13.78 Maintain the herbaceous and shrub beds weed free.

4.13.79 Annually in spring apply slow release fertilizer, as per the manufacturer's recommendation, during the establishment period.

4.13.80 Annually in spring replenish the mulch on planting beds to a depth of 75mm.

4.13.81 During periods of prolonged drought a watering programme is to be agreed with the Employer.

4.13.82 Plants which have become loosened from the soil, lifted up or out of the ground shall be set upright and re-firmed by treading. As young shrubs and herbaceous plants are susceptible to frost, a site inspection shall be made after periods of heavy frost.

4.13.83 The Contractor shall keep plants free of harmful pests and diseases. The Contractor shall notify the Employer of any infestation and provide details of proposed remedial operations

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for approval. Control measures shall be carried out in time and to a programme that prevents reoccurrence and controls spread of the problem.

- 4.13.84 An annual inspection shall be made of plant material and any dead, dying or decaying plants shall be removed and replaced in the next planting season.
- 4.13.85 Specific formative pruning to be undertaken of shrubs to ensure that plants conform to their species type on maturity.
- 4.13.86 Assessment between the SO and Contractor will be undertaken at the end of each growing season throughout the agreed defects liability period to determine replacements. These will be supplied as required in the next suitable planting season to be no smaller than the existing tree size and species.

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4.14 UNPLANNED PLAYING FIELD WORKS

- 4.14.1 These works encompass the following operations and are included as a measured item in the Schedule of Works – Unplanned Works.

Erection and Removal of Goal Posts

- 4.14.2 Prior to the start of the football season the Contractor shall collect and erect the football posts into their respective positions.
- 4.14.3 At the finish of each playing season all football posts shall be dismantled and transported by the Contractor to a safe and secure storage area in readiness for the following season.
- 4.14.4 During the process of erecting, dismantling and storage of posts, care shall be exercised by the Contractor.
- 4.14.5 While the posts are erected, the Contractor shall inspect them weekly to ensure that they are safe and secure. Any damage shall be reported to the SO by the next working day.
- 4.14.6 The Contractor shall inform the SO of the storage area and the SO may request the inspection of the storage site.

Painting Posts

- 4.14.7 During the period between seasons, the Contractor shall paint all football posts. Before painting, each post shall be thoroughly scraped and washed to remove dirt, rust, grease, string, adhesive tape or similar.
- 4.14.8 Posts shall be brushed by wire brush or similar to remove stubborn dirt, rust, loose paint, etc. Each post shall receive an application of suitable undercoat and when ready, a finishing coat of white gloss.
- 4.14.9 Painting shall be carried out in dry weather conditions or under cover.

Post Sockets

- 4.14.10 In good time before the commencement of the playing season, the Contractor shall inspect all post sockets for signs of damage, blockage or instability.
- 4.14.11 Where sockets indicate a likelihood of failing during the playing season, these shall be replaced and the grass surrounds reinstated.
- 4.14.12 At the finish of the playing season following removal of the posts, the sockets shall be capped.
- 4.14.13 The Contractor shall ensure that the sockets lie 25mm below surrounding levels and, if necessary, the Contractor shall reinstate to achieve this.

Erection of new goalposts and sockets

- 4.14.14 The Contractor may be required, when instructed by the SO, to supply and erect goalposts and sockets on a defined site.

4.15 UNPLANNED HARD WORKS

Street furniture and Fences

- 4.15.1 Street furniture, fences and timber walkways include the following items:

Unplanned Maintenance

- 4.15.2 Apart from inspection and cleansing, all maintenance to street furniture will be deemed to be unplanned.
- 4.15.3 After any defect is made not hazardous, the Contractor will inform the Employer immediately who will decide on the appropriate action to be taken. Where possible payment for any works then carried out by the Contractor will be based on rates inserted in the Schedule of Works, otherwise works will be paid for on a day work basis for materials, plant and labour as set out in the **Unplanned Works Request Form** (see **Appendix C**).
- 4.15.4 All fencing, to be treated to CCA CATB 20 years, any replacement timber will be treated to the same standard and be of a type and quality identified in this Specification.

Construction: Fences

- 4.15.5 All timber (except reclaimed timber where instructed) shall be first quality, pressure impregnated, well seasoned softwood, free from bark. Tanalised softwood shall not be used.
- 4.15.6 All wiring, including netting, nails and staples shall be galvanised in accordance with BS standards.
- 4.15.7 Timber for bollards and posts to be the dimensions specified by the SO.
- 4.15.8 Stain for Timber – to be water resistant and non-harmful to plants. The Manufacturer is to be approved by the Employer prior to any works. All timber must be in clean, dry conditions, free from dust, dirt and wax grease or surface moisture. Prior to treatment any resinous areas or knots on softwood to be wiped over with cellulose thinner or proprietary product. Two coats shall be applied to timber. The second coat to be applied as soon as possible after the first has dried.

Workmanship

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

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APPENDIX A

Landscape Maintenance Treatment Codes which are not currently applicable to Planned Works within NHS.NWM.015 Former Whittingham Hospital Landscape Maintenance & Cleansing 2016 – 2019 have been greyed out for ease of reference.

WEED CONTROL

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

GRASS CUTTING

G1	Fine Grass
G2	Short Grass
G3	Rough Grass
G4 A	Long Grass – 1 cut
G4 B	Long Grass – 2 cuts
G4 C	Long Grass – 1 intermittent cut (year specified)
G4D	Long Grass – Ecological Bias
G5	Haylage
G6	Wildflower & Nature Conservation areas
G7	Bulbs in Grass
G8	Grass Cutting to Pound Lane

SITE INSPECTION AND REPORTING

I1	Daily Inspection and Report
I2	Weekly Inspection and Report
I3	Fortnightly inspection and Report
I4	Monthly Inspection and Report
I5	8 Weekly inspection and Report
I6	Quarterly inspection and Report
I7	Six Monthly inspection and Report
I8	Annual inspection and report

CLEANSING

C1	Daily Cleanse
C2	Weekly Cleanse
C3	Fortnightly Cleanse
C4	Monthly Cleanse
C5	8 Weekly Cleanse
C6	Quarterly Cleanse
C7	6 Monthly Cleanse
C8	Annual Cleanse
C9	Litter Bins

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HEDGE CUTTING

H1	One side only
H2	One side and top
H3	Both sides
H4	Both sides and top
H5	Dome

INDIVIDUAL TREES

T1	Regulative Pruning
T2	Crown Pruning to allow access
T3	Epicormic Growth Removal
T4	Additional Pruning Requirements
T5	Pruning of deadwood, Damaged and Diseased Wood
T6	Maintenance of Tree Ties, Stakes, Guards and Mulch
T7	Pleached Limes

SHRUB MAINTENANCE

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

HERBACEOUS PLANTING MAINTENANCE

B1	Herbaceous Planting Maintenance
----	---------------------------------

AQUATIC PLANTING MAINTENANCE

A1	Aquatic Planting Maintenance
----	------------------------------

GULLY CLEANSE

G1	Gully Cleanse
----	---------------

APPENDIX B
Pesticide Use Record

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

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APPENDIX C
KPI Audit Inspection Form

AUDIT INSPECTION FORM

LC:

Contractor:

Invoice Month:

Supervising Officer:

Maintenance Requirements

Operation Required	Quality	Comments
Grass Cutting		
Grass Specifications (G2, G4A)		
Hedging		
Hedge Specifications		
Weed Control		
Weed Control in Shrubs Beds, Grass Areas, Footpaths,		
Hard Features Bollards, fences, Gateways, Signs, Bins, benches etc		
Trees in Grass		
Pruning & Coppicing		
Shrub & Tree general (inc; profiles, dead trees/shrubs)		
Epicormics		
Stakes/Ties		
Cleansing Specifications		
Litter Collection (Throughout site)		
Bins/Dog Bins (Emptying, washing etc)		
Woodland Cleanse (Winter)		
Healthy and Safety (PPE, traffic mgmt)		
Paperwork (Records, invoices)		
Unplanned Works (self explanatory)		

Quality: **3** - Expected **2** - Below Expected **1** - Unacceptable

Signed: _____

Ref: Appointment of Landscape Contractor, 3.1

Marking %

85% - 100 % Expected

65 - 85% Below Expected

Below 65% Unacceptable

APPENDIX D
Hazard Notification Form

HCA Ref No

HAZARD NOTIFICATION FORM

Contract:
Supervising Officer:

Issue Date:
Sheet of

Under the terms of the Appointment of Landscape Contractor, the following hazard(s) are notifiable:

Site Location:

Description of Hazard:

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Signed:

APPENDIX E
Unplanned Work Request

HCA Ref No

UNPLANNED WORK REQUEST FORM

PART 1 – To be completed by the Supervising Officer

Site Location

Description of work required

Photo

Completion date

PART 2 – Quotation to be completed by the Contractor

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

Quotation based on Unplanned Works rate as per the Contract:

£ . p

Quotation based on other (works outside remit of Unplanned works schedule)

£ . p

Signed on behalf of the Contractor

Date

PART 3 – To be completed by the Supervising Officer

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

Signed _____
On behalf of H.C.A

Date _____

Comments

APPENDIX F
Written Instruction Notice

HCA Ref No

WRITTEN INSTRUCTION NOTICE

Contract:
Supervising Officer:

Issue Date:
Sheet of

Under the terms of NHS.NWM.015 Former Whittingham Hospital Landscape Maintenance & Cleansing Contract 2016 – 2019 the following instructions are issued:

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

Signed:

APPENDIX G
Immediate Rectification Notice



HCA Ref No

IMMEDIATE RECTIFICATION NOTICE

Contract:	Supervising Officer:
Date of Notice:	Signed:

Under the terms of NHS.NWM.015 Former Whittingham Hospital Landscape Maintenance & Cleansing Contract 2016 – 2019, Appointment of Landscape Contractor (see section 3.1.6) work as listed below has not been completed in accordance to treatment specification as detailed in the Maintenance Specifications and/or as requested in written or verbal directions (dated). The Contractor is thereby in breach of Contract, consequently this Immediate Rectification Notice has been issued.

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

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

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

APPENDIX H
Site Inspection Report
SAMPLE

CONTRACT:		MONTH:	
INSPECTION REPORT – Site No.:			
	Condition (Good/ ok/ poor)	Comments and Observations*	Recommended action
Boundary and Site Security			
Fencing			
Gates			
Cleansing Operations (Flytipping / Litter)			
Woodlands			
Grass Areas			
Shrubs and Hedges			
Trees (inc. Staked Trees)			
Buildings			

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Hard Landscape Features			
Health & Safety			
Water Features			
Any Other Issues			
INSPECTOR'S SIGNATURE			
DATE:			

*

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

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APPENDIX 2
Contract Drawings

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APPENDIX 3

Appointment of Landscape Contractor relating to NHS.NWM.015 Former Whittingham Hospital
Landscape Maintenance & Cleansing Contract 2016 - 2019

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

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Appointment of Landscape Contractor

Relating to Former Whittingham Hospital Landscape Maintenance and Cleansing Contract 2016 - 2019
(Contract Number: NHS.NWM.015)

Dated

Homes and Communities Agency
(Employer)

(Contractor)

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Appointment of Landscape Contractor

Dated

Between

- (1) **Homes and Communities Agency** whose principal office is at Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington, WA3 7QH (the Employer); and
- (2) **[**]** (Company Number: **[**]**) whose registered office is at **[**]** (the Contractor).

Recitals

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

IT IS AGREED as follows:

2. Definitions

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

Agent

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

Agreed Access

The route through the Site from the public highway to the working area which the SO has agreed with the Contractor as appropriate for use during the works by the Contractor's work equipment, by work equipment hired by the Contractor and by suppliers' vehicles.

Appendix

The appendices forming part of the Maintenance Specification.

Arisings

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

Audit

A system of inspections taking place at the intervals prescribed in the Maintenance Specification during the Contract Period allowing the Employer to ensure that the standard and

INVITATION TO TENDER

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quality of the workmanship required by the Contract and Contract Documents is maintained throughout the Contract Period.

Audit Inspection Form

The audit inspection form set out in Appendix C of the Maintenance Specification (Appendix 1).

Bank Holidays

Has the meaning given by Section 2 of the Banking and Finance Dealings Act 1991.

CDM

Construction (Design and Management) Regulations 2015

CHAS

Contractor Health and Safety Assessment Scheme to which all contractors engaged by the Employer must be members.

Commencement Date

The first day of the Contract Period.

Confidential Information

Information:

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

Contract

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

Contract Administrator

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

Contract Area

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

Contract Documents

Collectively the Contract Drawings, Maintenance Specification, the Schedule of Works and Schedule of Unplanned Works.

Contract Drawings

The Contract Drawings are as follows:

Landscape Maintenance and Cleansing Specification Plans

G.NHS.NWM.015.001.01 Whittingham LM Overview_13.07.2016_v1.0
G.NHS.NWM.015.001.02 Whittingham LM Central_13.07.2016_v1.0
G.NHS.NWM.015.001.03 Whittingham LM South_13.07.2016_v1.0
G.NHS.NWM.015.001.04 Whittingham LM North_13.07.2016_v1.0

Contract Invoice

An invoice submitted by the Contractor pursuant to clause 9.2.

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Contract Period

The Initial Term together with any extension to the Initial Term made pursuant to clause 2.2.3.

Contract Sum

£[**] exclusive of VAT as adjusted from time to time in accordance with clauses 9.1 and 9.6.

Contract Variation

Any variation to the scope of Works instructed by the Employer pursuant to clause 9.6

Controlled Waste

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

Coppicing

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

Debris

Those things of little or no value which appear as a result of the works, for example grass cuttings, general tree or shrub pruning's, damaged nails, off-cuts from tree ties and off-cuts from tree stakes.

Declaration of Interest

The declaration of interest signed by the Contractor and provided to the Employer pursuant to the invitation to tender for this Contract.

Defective Works

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

EIR

The Environmental Information Regulations 2004.

FOIA

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

Force Majeure Event

War, strike, lockout (other than a strike or lockout which is limited to the Contractor's personnel or occurs within any of the Contractor's holding companies or subsidiaries (within the meaning of section 736 of the Companies Act 1985 as amended by section 144 of the Companies Act 1989) or in any other company in which the Contractor or any such holding company or subsidiary holds more than 25% of the issued equity share capital (as defined by section 744 of the Companies Act 1985), civil disorder, Act of God.

Form of Tender

The tender submission price form set out at Part B, Form B5.

General Change of Law

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

Grass

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

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Hay Making

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

Hazardous Waste

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

Health and Safety Manager

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

Immediate Rectification Notice

An immediate notice of instruction issued by the Employer pursuant to clause 9.7.1 in circumstances of material default requiring certain listed works to be performed by the Contractor for the Contract Area within the time period stated in the notice.

Information

Has the meeting given under section 84 of FOIA.

Initial Term

01/09/2016 to 31/08/2017 inclusive.

Intellectual Property Rights

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

Key Performance Indicators, (KPI)

The performance related goals set out in Appendix C and their assessment criteria set out in the Maintenance Specification.

Leisure Route

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

Litter

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

Local Authority

Preston City Council

Maintenance Specification

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

Mobile Elevated Works Platform

A working platform (sometimes referred to as MEWP) which must conform to current health and guidelines pursuant to clause 8.2.11.

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Operative

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

OHSAS 18001

OHSAS 18001 is the internationally recognised assessment specification for occupational health and safety management systems. The assessment specification promotes a safe and healthy working environment by providing a framework that allows organisations to consistently identify and control health and safety risks, reduce the potential for accidents, aid legislative compliance and improve overall performance.

Pesticide

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

Principal Designer

Any Principal Designer appointed by the Employer in respect of the Works and whose identity is notified to the Contractor from time to time.

Produce

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

Records

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

Regulation Authority

The Environment Agency or any replacement regulatory authority.

Regulatory Bodies

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

Schedule

The schedules included within Part B, Form B4 and provided digitally as part of the Invitation to Tender.

Schedule of Unplanned Works

The schedule of additional works which the Employer may request the Contractor to perform pursuant to clause 3 as set out in Part B, Form B4 and provided digitally as part of the Invitation to Tender.

Schedule of Works

The works which the Employer requires the Contractor to carry out pursuant to the terms of this Contract as set out in the Maintenance Specification (Appendix 2).

Senior Executives

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

Services

The landscape maintenance services to be provided by the Contractor in connection with the Works as more properly described in the Maintenance Specification and any Contract Variations made to thereto in accordance with clause 9.6.

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Site

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

Site Assessment Form

An example of a Site Assessment Form to be prepared by the Contractor is reproduced in Appendix H of the Maintenance Specification (Appendix 1).

SO

The supervising officer who shall be a nominated employee of The Environment Partnership (TEP) Limited or any other person as the Employer may nominate from time to time.

Specific Change of Law

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

SSIP

Safety Schemes in Procurement.

Statutory Requirements

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

Street Furniture

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

SUDS

Sustainable Urban Drainage Systems.

Treatment Code

The notation used on Contract Drawings and Schedule of Works (Form B4) to indicate the Employer's required Maintenance Specifications.

Unit Rate

The unit rate per item set out in the Schedule of Works (Form B4).

Unplanned Works

Those works set out in the Schedule of Unplanned Works (Form B4) as required by the Employer in accordance with clause 3.1.

Unplanned Works Orders

An instruction in the form set out in Appendix E of the Maintenance Specification (Appendix 1) issued by the Employer pursuant to clause 3.1 requiring the Contractor to carry out Unplanned Works.

Weed

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

Work Equipment

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

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Works Instruction

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

Works

The landscape maintenance work carried out at the Contract Area, as set out in Part B, Form B4 and provided digitally as part of the Invitation to Tender, together with any Unplanned Works required by the Employer which the Contractor carries out pursuant to clause 3.1.

Written Instruction Notice

A notice of instruction issued by the Employer pursuant to clause 9.7.1 requiring certain listed works to be performed by the Contractor for the Contract Areas within the time period stated in the notice.

Abbreviations

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

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

2 Preliminaries

2.1 Location

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

2.2 Contract Details

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

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

2.2.2 In consideration of the Contractor carrying out the Works the Employer shall pay the Contract Sum in accordance with clause 9 of this Contract.

2.2.3 The Employer shall have the option to extend the Initial Term for a period of up to 1 year by giving written notice to such effect to the Contractor no later than 5 months prior to the expiry of the Initial Term.

2.2.4 The Employer may by notice to the Contractor require the novation of this Contract to a new employer and the Contractor shall within 15 working days of such notice execute and deliver to the Employer a novation agreement in the form set out at Annex 1 to this Contract.

2.3 Quantity of Work

2.3.1 The Employer is gradually disposing of its estate and, accordingly reserves the right to remove all or part of its land portfolio from the Contract Area at any time during the Contract Period as necessary, subject to one month's notice being given to the Contractor prior to such action.

2.4 Mistakes in Information

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

2.5 Dimensional Accuracy

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

2.6 Description of the Works

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

2.6.2 The Employer reserves the right to prepare additional specifications for this Contract in accordance with clause 9.6 *Variations* which will form part of the Contract Documents.

2.7 Objective of the Works

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

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- 2.7.2 All problems and damage which is evident in the Contract Area shall be identified and described in detail by the Contractor in order that the Employer in its absolute discretion can (but shall not be obliged to) give instructions for rectification at the earliest stage.
- 2.7.3 The Employer's maintenance requirements set out in the Contract Documents are generally given as quality standards, which the Contractor is required to meet for the Contract Period. Exceptions may be made in the Employer's absolute discretion.
- 2.7.4 The Contractor shall be responsible for all aspects of the Works, Services and job organisation, the techniques to be employed and their appropriate sequence in order to comply with the standards in the Maintenance Specification.

2.8 Standards of Materials and Workmanship

- 2.8.1 Method statements and risk assessments for each operation detailed in the Maintenance Specification must be supplied by the Contractor to the SO for approval prior to the commencement of that aspect of the Works.
- 2.8.2 Where a British Standard exists for materials to be used in the Works, unless otherwise stated, the minimum requirements of the latest standard shall apply and the Contractor shall comply accordingly.
- 2.8.3 All work shall be carried out by workmen appropriately qualified to carry out the Works. Where British Standard Codes of Practice exist the Works are to be carried out in accordance with the latest Code and the Contractor shall comply accordingly.
- 2.8.4 In relation to the materials used in the Works, the Contractor must comply with any relevant national or governmental standard of any member state of the European Communities, or any relevant international standard recognised in such a member state, provided that in either case the standard in question offers guarantees of safety, suitability and fitness for purpose equivalent to those offered by the standard which is specified in the Maintenance Specification.
- 2.8.5 When any material or article is required to comply with a British Standard, such material or article or its container shall bear the stamp of the registered certification trademark of the British Standards Institution. Alternatively, the Contractor shall submit to the SO prior to Works commencing on Site test certificates furnished by the supplier or manufacturer of the material or article indicating compliance with the relevant British Standard.
- 2.8.6 Where the Contractor is using timber for the execution of the Works, the Contractor is required to comply with the Timber Procurement Policy published by the Department for the Environment, Food and Rural Affairs first published on 1 June 2013 as updated from time to time in order to prove that the timber comes from a legal and sustainable source. The parties will agree in writing at the outset of this Contract whether the Contractor will be required to provide Category A or Category B evidence of the legal and sustainable source, in the absence of such agreement Category A will apply, which may be amended to Category B by the SO in his absolute discretion at the reasonable request of the Contractor.
- 2.8.7 As soon as possible after the date of this Contract, the Contractor shall submit to the SO a list of the suppliers from whom he proposes to purchase the materials necessary for the execution of the Works. Each supplier must be willing to admit the SO, or his representative, to his premises during ordinary working hours for the purpose of obtaining samples of the materials in question. Alternatively, if required by the SO, the Contractor shall deliver the samples of the materials to the SO's office. Samples shall be taken in accordance with the relevant British Standard where applicable. Materials subsequently supplied by the Contractor and/or the Contractor's suppliers shall conform, within any specified tolerances, to the quality of samples which have been approved by the SO.
- 2.8.8 The Contractor shall notify the SO at least seven working days beforehand of all intended deliveries to Site of plant material, soil, fertilisers, fencing materials, paving and the like and of their composition and shall make the material available for the SO's inspection at the point of delivery.

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2.9 Performance Bond or Parent Company Guarantee

Upon the Employer's request (and in the Employer's sole discretion) the Contractor will procure and deliver to the Employer either a performance bond in a sum equal to 10% of the Contract Sum or a guarantee of the Contractor's obligations and liabilities hereunder duly executed as a deed by his ultimate parent company in a form to be approved by the Employer (acting reasonably)

2.10 Instructions

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

3 Key Performance Monitoring and Instructions

Objective: To ensure that the Works are being carried out as required.

3.1 Key Performance Indicators (KPI)

- 3.1.1 The Employer will measure the Contractor's performance of the Services on the quality marking scheme set out in this clause 3.1 and the Audit Inspection Form. Each KPI set out on the Audit Inspection Form must be carried out by the Contractor pursuant to the terms of the Maintenance Specification and will be marked by the SO accordingly.
- 3.1.2 In accordance with the frequency set out in the Maintenance Specification, the SO (in his absolute discretion) will exercise his professional judgement to determine whether or not the Contractor has achieved the KPIs listed on the Audit Inspection Form.
- 3.1.3 The KPI performance measurement carried out by the Employer shall be an indicator as to whether the Employer shall be entitled, pursuant to clause 9.2.7, to withhold payment for some or all of the calendar month's work in which the KPI performance measurement assessment has been carried out.
- 3.1.4 The marking system used by the Employer to assess the Contractor's performance of each KPI in any period of assessment will be as follows;
 - (a) Expected performance as against the Maintenance Specification – Score 3
 - (b) Below Expected performance as against the Maintenance Specification – Score 2
 - (c) Unacceptable performance as against the Maintenance Specification – Score 1
- 3.1.5 If the Contractor believes that a specific KPI is not relevant to a particular period of assessment (and so should not be included in the SO's assessment of KPIs for that period), he shall notify the SO in good time so that the SO can, having due regard to the Maintenance Specification, advise whether or not that particular KPI will be assessed at that time.
- 3.1.6 Once the Employer has carried out his KPI assessment, he shall add up all of the scores awarded pursuant to clause 3.1.4 and calculate what this total represents as a percentage of the maximum score the Contractor could have been awarded had he scored "Expected – 3" for each of the KPIs relevant to that particular period of time. The resultant percentage score shall have the following consequences:
 - (a) 85 – 100% Expected
An Expected mark by the Contractor will (subject always to clause 9.2.7) result in the full invoice payment by the Employer with no written instructions of snag list for the specific calendar month in which the KPI performance measurement assessment has been carried out.
 - (b) 65 – 85% Below Expected

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A Below Expected mark by the Contractor will nonetheless (subject always to clause 9.2.7) allow for the invoice payment by the Employer for that specific calendar month in which the KPI performance measurement assessment has been carried out. However, alongside this invoice, the SO will issue a Written Instruction Notice (refer to Appendix F) containing a snag list of actual failings by the Contractor with regards to uncompleted Works for the Contract.

All outstanding works must be corrected by the Contractor prior to the next KPI Audit undertaken by the SO. If the Contractor does not complete the Works listed in the Instruction Notice issued by the SO within the time required, then an Unacceptable mark will be placed against next month's KPI Audit, as follows;

(c) Below 65% Unacceptable

An Unacceptable mark by the Contractor will result in the Employer withholding payment pursuant to clause 9.2.7 for that specific calendar month in which the KPI performance measurement assessment has been carried out. The Contractor will be issued with an Immediate Rectification Notice for works requiring to be done by an effective date issued by the SO (refer to Appendix G of Maintenance Specification).

If the Contractor does not rectify the outstanding Works specified in the Immediate Rectification Notice immediately as per the Immediate Rectification Notice and in the SO's opinion the situation continues in the second consecutive month, a third party recharge works team will be brought in by the SO and charged back to the Contractor as a debt due.

If the Contractor does not rectify all issues pertaining to an Unacceptable mark against the KPI assessment criteria for a third consecutive month, then the Employer shall be entitled to terminate this Contract in accordance with clause 10.1.

3.1.7 When carrying out the Works and performing the Services it is a requirement for the Contractor to maintain a high standard of quality of workmanship

3.1.8 As a benefit of meeting the KPIs, the Contractor may (but shall not be entitled to) be given the opportunity to undertake Unplanned Works within the Contract Area as and when they arise. Exceptions may apply if the works required are of a specialist nature and/or require a specific provision (in which case the SO will not be solely reliant on the Contractor to undertake the works). However, insofar as is reasonable to do so, the Contractor will be given first refusal to price against any Unplanned Works within the Contract Area. Such works will be instructed by the SO as follows:

- (a) The SO shall discuss the proposed Unplanned Works with the Contractor to determine whether or not the Contractor is prepared to undertake the works;
- (b) If, after discussions with the Employer, the Contractor wishes to undertake the proposed Unplanned Works he shall price against the submitted Schedule of Works – Unplanned Rates Schedule B4; and include within his price the Contractor's best estimate (which shall not be subject to later adjustment) of any direct loss and/or expense which the Contractor will incur due to the regular process of the Works being affected by compliance with any Unplanned Works Order issued pursuant to clause 3.1.8(d);
- (c) The Employer shall review the Contractor's price for the Unplanned Works and in its absolute discretion decide whether or not to accept the tendered price. If the Contractor either submits a cost estimate or an invoice to the Employer in respect of Unplanned Works which contains a price in excess of the rates in Schedule B4 for the Unplanned Works required without prior discussion with the SO, the SO is under no obligation to direct works to be undertaken and may choose to seek a third party to carry out the Unplanned Works or withhold payment in accordance with clause 9.2.7 (as appropriate);

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- (d) If the Employer accepts the Contractor's price for the Unplanned Works pursuant to paragraph (c) above, the SO shall issue an Unplanned Works Order which shall include specific commencement and completion dates. For each Unplanned Works Order the Contractor shall provide a method statement, risk assessment and programme of works no later than 10 days after receiving the Unplanned Works Order from the Employer. The programme shall indicate when the SO is required to attend Site meetings proposed by the Contractor;
 - (e) The Employer shall review the information provided by the Contractor pursuant to paragraph (d) above and (acting reasonably) confirm in writing his agreement to it. Upon receipt of the Employer's approval, the Contractor shall carry out the Unplanned Works accordingly. In the event the Employer does not agree any aspect of the information provided by the Contractor pursuant to paragraph (d) above, the Employer shall notify the Contractor accordingly and the Employer and the Contractor shall work together (both parties acting reasonably) to agree appropriate revisions to the Contractor's information so that the Employer can give his approval for the Unplanned Works to commence.
- 3.1.9 The agreed price of any Unplanned Works carried out by the Contractor pursuant to clause 3.1.8 shall be added to the Contract Sum and be paid in accordance with clause 9.
- 3.2 Programmes of Work**
- 3.2.1 The Contractor shall keep the SO informed in advance of all occasions when Works are to proceed under this Contract.
- 3.2.2 The Contractor shall submit to the Employer weekly during the Contract Period, a maintenance programme for the Contract Area which shall show at least the activities listed under the following sub-clauses in order that progress and resources can be monitored. The programme shall detail the proposed plant and labour resources to be employed upon the Sites for each operation.
- a) Site Inspections and Reporting
 - b) Cleansing (including litter and dog bins)
 - c) Weed Control
 - d) Operations to grass
 - e) Shrub, herbaceous maintenance
 - f) Tree maintenance
 - g) SUDS maintenance (where applicable)
 - h) Hedge cutting
 - i) Other specified operations to Employer owned sites
 - j) Play Area maintenance
 - k) Playing Fields maintenance
- 3.2.3 The Contractor shall give a minimum of 24 hours' notice to the SO of any change to a maintenance programme. Any such change shall be agreed with the SO in writing.
- 3.2.4 The Contractor shall ensure a weekly schedule arrives with the SO no later than 12.00pm on the first working day of each week during the Contract Period. The schedule shall review works completed in the previous week and detail operations planned for the current week, including dates and operatives involved and contact details for the Site foreman.
- 3.2.5 Where the Maintenance Specification requires that the SO inspects or gives approval to materials or work methodologies, the Contractor shall request this from the SO in a timely manner, with sufficient notice for the SO to respond.

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3.3 Meetings

3.3.1 The Contractor shall attend regular progress meetings with the Employer or SO. Meetings shall take place Quarterly to review performance to provide full review/appraisal. As the landscape quality progresses and the Contractor gains more experience with the works required, these meeting times may vary depending on the SO's requirements.

a) **Quarterly**

The Contractor is to submit an agenda at least 10 days prior to the meeting. The Quarterly progress meeting will be attended by the representatives of the Employer and the Contractor's representative and his manager. This meeting will be used to discuss:

- Any outstanding issues not resolved at the last meetings;
- Quality management system improvements;
- Contract administration improvements; and
- Overall performance review to date.

This meeting will take place at the Employer's offices in Warrington or at a location designated by the SO and with approval of the Contractor.

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

3.3.3 Prior to the end of each calendar month the Contractor shall complete a Site Assessment Form. This report must be then submitted with the Contract Invoice for the relevant month.

3.3.4 Other Site meetings shall be held to discuss improvement works (where applicable) and as required by the SO. The Contractor or Contractor's agent shall attend these meetings.

4 Site Inspections and Reporting

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

4.1 Requirements: Site Inspections and Reporting

4.1.1 A high standard of Site management by the Contractor is required, and close cooperation between the Contractor's Site staff and the SO is essential to the operation of the Contract. The Contractor shall take a pro-active role in managing the Site. This will take the form of a programme of inspections and preparation of reports by the Contractor. Reports shall be provided to the Employer to arrive no later than seven calendar days following the relevant date of inspection set out in the Maintenance Specification. The Contractor shall use his expertise to determine an appropriate level of Site Management in order for the Contractor to achieve the scope of Services required, as stated in the Specification (Appendix 1).

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

4.1.3 The Contractor shall produce a report for the Employer that includes each relevant sub-section requiring inspection/monitoring within the Contract Documents as required by clauses 9.5 and 9.8, as evidence that he has inspected the Contract Area in the detailed manner specified below.

4.1.4 Superficial inspection from a distance by the Contractor is not acceptable and the Contract Area requires coverage by walking. The inspection shall be carried out by the Contractor independently of any routine maintenance works which may be in progress. The Contract Sum includes an allowance of sufficient time for the Contractor's foreman or contract manager to

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inspect the Contract Area in detail. Inspections of land awaiting development are to include walking of all boundaries, frontages and desire lines.

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

4.2 Site Reports

- 4.2.1 The reports to be prepared by the Contractor pursuant to clauses 4.1.1 and 4.1.3 shall indicate the following as a minimum:
- a) All matters relating to the operation of the Contract as described in the various sections of the Maintenance Specification and recommendations for necessary works not already included within a maintenance schedule.
 - b) Incidences of vandalism, fly tipping, storm damage, disease or other Site disturbance, indicating details of quantities, areas, extent of works and costs which are necessary to rectify the problem.
 - c) Trespass, disturbance, damage, interference by other contractors or third parties, together with details of damage and a schedule of reinstatement works. Verification of site security, boundaries, locks on gates, traveller defence bunds etc.
 - d) Advance notice of recommended adjustments to the Schedule of Works, whether changes to timing, nature of works, or quantities of operations in the Contractor's programme. The Contractor shall take account of the seasonal and weather conditions affecting the Contract Area in order to make recommendations on adjustments to the Schedule of Works.
 - e) Recommendations in order to achieve good horticultural, arboricultural and silvicultural practice.
- 4.2.2 All recommendations made by the Contractor pursuant to clause 4.2.1 shall be considered by the Employer and, if the Employer wishes to instruct the Contractor to carry out any work to invoke any of the recommendations, the Employer shall do so in accordance with clause 9.6.

5 Special Conditions

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

5.1 Timing of Operations

- 5.1.1 The Contractor shall perform the Services and carry out the Works in a timely manner to ensure that all of the Employer's Maintenance Specifications are achieved and maintained throughout the Contract Period.
- 5.1.2 The Employer reserves the right to defer or prohibit any operation being proposed by the Contractor, or to suspend it if it is in progress, if:
- a) the Contractor had not made the SO aware that the operation was in progress; or
 - b) in the opinion of the SO the work being proposed or in progress is likely to be dangerous or damaging to the Site, to wildlife, to adjacent property, to herbaceous material, shrubs or trees (but excluding weeds), or to members of the public.

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- c) the Contract Area is required for another purpose e.g. whilst a park is being prepared for or used for an event of any description.
- 5.1.3 The Contractor shall inform the SO a minimum of forty-eight hours and a maximum of seven days prior to each intended application of pesticide and detail the locations to which pesticides are to be applied. The Employer reserves the right to defer or prohibit the herbicide application, or to suspend it when in progress if:
 - a) the Contractor had not made the SO aware that pesticide application was in progress; or
 - b) in the opinion of the SO the work is likely to be dangerous or damaging to the Site, to plant material other than those to be eradicated or to members of the public.
- 5.1.4 The Contractor shall seek the permission of the SO (which shall not unreasonably be withheld) to work weekends or Bank Holidays.
- 5.1.5 The Contractor shall not use noisy work equipment, for example mowing machines, chainsaws, chipping machines, before 8.00 a.m. and after 6.00 p.m. without the permission of the SO.

5.2 Access to Sites

- 5.2.1 Site visits may be made by the Contractor at any time without reference to the Employer. The Contractor shall be responsible for ascertaining the exact nature of access to the Sites the extent and nature of the types of work required and all local conditions and restrictions which will or are likely to affect the execution of the Works and no claim for additional payment arising because of the Contractor's failure to do so will be considered.
- 5.2.2 The Contractor shall have free access to the Contract Area for the Contract Period unless he is instructed to the contrary by the SO.
- 5.2.3 Access to the Contract Area shall be by public roads or other agreed routes which may be shown on the Contract Drawings. The Contractor will be responsible for agreeing methods of access to the Contract Area with the SO and also for ensuring that his own vehicles and those of subcontractors, suppliers or others employed by him under this Contract use only the agreed routes.
- 5.2.4 Where it is necessary to enter or cross land which is not the Employer's property or land which is in the possession of another party the Contractor shall inform the SO who will make the necessary arrangements for access.
- 5.2.5 The Contractor shall ensure that transport directly or indirectly involved in the Works shall at all times when leaving the Site be in a state of cleanliness to preclude the fouling of public or private roads adjacent to the Site.
- 5.2.6 Access to the Site may be through padlocked gates. The Contractor will be given a key as appropriate. Where it is necessary for the Employer to provide the Contractor with a key the Contractor shall be required to sign for that key which shall be available for Audit and is returnable to the Employer upon demand. Should the Contractor be unable to return the key the Employer shall levy a charge of £50.00 plus VAT to cover the cost of each replacement key. The Contractor shall close and padlock the gates immediately after each use. At no time should the gates be either left open or unlocked. If travellers gain access to the Site after a gate is left open by the Contractor during the course of the Works, the Contractor shall be liable for any costs incurred in the removal of the travellers, reinstatement of the ground where necessary and in cleansing the Site once the travellers have vacated it. Any such costs shall be payable by the Contractor as a debt due to the Employer.
- 5.2.7 The Contractor shall carry out any necessary works required in order to gain access to the Site where it is protected by anti-traveller mounds or trenches. At the end of each day these features shall be reinstated. If travellers gain access to the Site because the Contractor has

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not reinstated a mound or trench during the course of the Works, the Contractor shall be liable for any costs incurred in the removal of the travellers, reinstatement of the ground where necessary and in cleansing the Site once the travellers have vacated it. Any such costs shall be payable by the Contractor as a debt due to the Employer.

- 5.2.8 The Employer and his representatives or nominees shall at all times have access to the Site and the Works.

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

- 5.3.1 Offices, stores, messes or workshops shall not be brought onto the Site without the prior express permission of the SO. The location and extent of any Contractor's offices, messes or stores shall be to the approval of the SO. Any offices, messes or stores situated on or adjacent to Site shall be removed on completion of the Works.
- 5.3.2 Any offices, messes or storage areas shall be securely protected by the Contractor to prevent access / abuse by the public and hazards caused by loose materials or plant.
- 5.3.3 The Contractor shall be responsible for connection and payment for any services he may require, such as water, electricity, telephone, etc. Should water be necessary for any work the Contractor is to make his own arrangements for such supply of water and pay all fees in conjunction therewith.
- 5.3.4 The SO requires the Contractor's manager/supervisor to be contactable by mobile telephone at all times, whether on Site or not. The Contractor shall provide the manager's / supervisor's contact details as soon as possible following the date of this Contract.

5.4 Liaison with other Contractors on Site

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

5.5 Publicity, Site Signage and Identification

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

5.6 New and Existing Services

- 5.6.1 The Contractor shall locate, identify and familiarise himself with all existing services on the Site which may affect the Works. The Contractor shall satisfy himself of the extent and nature of the services and shall be responsible for the repair of any damage to them caused by the Contractor or any sub-contractor. When it is necessary to arrange the temporary disconnection of services it shall be the Contractor's responsibility to ensure that all necessary arrangements are made with the said statutory undertakers and shall inform the SO of such arrangements, and not to allow such time to affect the programme of Works.
- 5.6.2 The Contractor shall notify the SO when he considers that the Works may affect existing services. In such cases the SO may instruct, or amend the setting out of the Works as necessary and the Contractor shall not be entitled to an addition to the Contract Sum in respect of this.

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5.7 Traffic Safety and Control (Traffic Safety Measures)

- 5.7.1 Compliance with this Clause 5.7 shall not relieve the Contractor of any of his other obligations and liabilities under the Contract and under the relevant provisions of the Highways Act.
- 5.7.2 The Contractor shall ensure all vehicles used in the provision of the Services comply with speed limits prescribed for carriage roads, but elsewhere vehicles must proceed at walking pace and give precedence to pedestrians.
- 5.7.3 Where the Contractor utilises his vehicle within the parkland and residential section of the Contract Area, it is recommended that the Contractor use the appropriate warning lights on the vehicle to notify the public of their vehicle movement and usage.
- 5.7.4 The Contractor shall at all times when carrying out the Works comply with any requirements or recommendations set out in Chapter 8 of the "Traffic Signs Manual – Traffic Safety Measures and Signs for Road Works and Temporary Situations" published by Her Majesty's Stationery Office and any amendments thereof ("the Manual"). In particular, but without limitation, the Contractor shall provide, erect and maintain such traffic signs, road markings, lamps, barriers and traffic control signals and such other measures as may be necessitated by the carrying-out of the Works on or adjacent to public highways, or the Employer's private roads in accordance with the recommendations contained in Chapter 8 of the Manual. Where the circumstances of any particular case are not covered by the recommendations the Contractor shall submit proposals for dealing with such situations to the SO for approval.
- 5.7.5 The Contractor shall be or have members of staff who have undertaken relevant training and/or familiarity with traffic safety publications relevant to the Works including HSE publications such as 'Guidance for Safer Temporary Traffic Management' and the HMSO publication 'Safety at Street Works and Road Works – A Code of Practice'.
- 5.7.6 The Contractor shall, after consultation with any statutory or other authority concerned, submit to the SO for his approval a programme based on such consultation showing the scheme of traffic management proposed for carrying out the Works before commencing any work which affects the use of the public highways and thereafter furnish such further details and information as are necessitated by the Works or as the SO may require.
- 5.7.7 The Contractor shall not commence any work which affects the public, or Employer's highways until all traffic safety measures necessitated by the Works are fully operational.
- 5.7.8 Where there is a requirement for the Contractor to work alongside carriageways with a permanent speed limit of 50mph or more, the lateral clearance between the edge of the working space and that of the carriageway being used by traffic should not be less than 1.2m. Where the working requirement is on roads with a permanent speed limit of 40mph or less than the lateral clearance should not be less than 0.5m. The contractor should refer to Chapter 8 of the Manual regarding further guidance on the required working environment needed for carriageway works.
- 5.7.9 In carrying out the Works the Contractor shall not cause any unnecessary interference with traffic along the public highway.
- 5.7.10 The Contractor shall keep clean and legible at all times traffic signs, road markings, lamps, barriers and traffic control signals and he shall position, re-position, cover or remove them as necessitated by the progress of the Works.
- 5.7.11 The Contractor shall erect any signs, protective fencing, temporary lighting, temporary surfaces, etc., required to ensure the public have safe and uninterrupted access to and from the Sites during operating times. Approved warning and hazard signs must be erected at all points where Works of a hazardous nature are being carried out and unattended machines and plant must not be left on Site.

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- 5.7.12 Where the Contractor has had to close a footway or part of a footway, the Contractor must provide an alternative route for pedestrians to allow access to adjacent properties and public areas and buildings. The minimum unobstructed width of 1m should be provided, increased where possible to 1.5m or more. Where possible the same provision should be applied to the leisure routes within Employer's green estate landholdings. However, Leisure Routes are not adopted highway or rights of way and closures can be applied at short notice following consultation with the SO.
- 5.7.13 All traffic safety and control measures shall be submitted to, and agreed with, the highway department of the relevant Local Authority and the SO at least 7 days in advance of the relevant aspect of the Works commencing, to avoid conflict with other works.
- 5.7.14 Where appropriate the Contractor shall comply with the requirements of police regulations and restrictions/directions or instructions concerning the movement of traffic, security and like matters in and about the Works. The SO must be kept notified of such instances.
- 5.7.15 The Contractor shall ascertain and comply with the requirements of the appropriate police authority as to any regulations, restrictions, directions or instructions concerned with the movement of traffic, security and like matters in and about the works, and shall inform the SO of the outcome of any discussions.
- 5.7.16 The Contractor shall comply with the New Roads and Street Works Act (NRSWA) 1991 - Registerable Works [3], so that any landscape operations which move onto the carriageway (including signage), impede or alter traffic flows is registered with the appropriate council.

5.8 Damage to Property

- 5.8.1 The Contractor must report all damage to the property in the Contract Area to the SO as soon as is reasonably practical. The Contractor shall be held responsible for any damage to the soft [4] or hard landscaping or to highways and highway furniture and to private property or negligence or any such on the part of his agents and servants.
- 5.8.2 The Contractor is to indemnify the Employer against any damage to property, any existing landscape planting or surfaces arising out of or in connection with his carrying out of the Services and/or the Works and/or his negligence in doing the same. He shall make good any such damage at his own expense through either replacement or repair to the SO's specification using his own resources or the recommended agents of the Employer to the satisfaction of the appropriate Authority and the SO.
- 5.8.3 If the Contractor damages property or landscape outside of the authority of the SO and the Employer then the appropriate authority or agency of the Site affected shall be contacted by the Contractor and advised accordingly. The Contractor shall furnish that authority or agency with such information as it may require to perform the necessary repair or replacement work to its own satisfaction and to enable it to recharge to the Contractor the full costs of such repair or replacement work.
- 5.8.4 The Employer reserves the right, in all cases, to make alternative arrangements for the rectification of any damage referred to in clause 5.8.3, using his own or any other agency and to deduct the cost from monies owing to the Contractor or to receive payment from the Contractor on a debt due.
- 5.8.5 All expenditure incurred by the Employer under clause 5.8 (Damage to Property) and each other provision of the Contract shall be reimbursed by the Contractor on demand.

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

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

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5.9 Assignment and Sub-Contracting

- 5.9.1 The Contractor shall not assign or transfer or purport to assign or transfer any right or obligation under this Contract to any person without the prior written consent of the Employer and in particular but without limitation the Contractor shall not without the prior written consent of the Employer sub-contract to any person the performance of any of the Services.
- 5.9.2 If pursuant to the provisions of Clause 5.9.1 the Employer shall consent to the sub-contracting by the Contractor of any of his obligations under this Contract to a sub-contractor then notwithstanding such consent the Contractor shall be responsible for any work carried out by any such sub-contractor and any such sub-contracting shall not relieve the Contractor of any liability under this Contract.

5.10 Materials and Goods

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

6 Additional Conditions

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

6.1 Noise Control, Control of Pollution Act 1974

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

6.2 Dust and Mud Nuisance

- 6.2.1 The Contractor shall take all necessary steps to eliminate dust and mud nuisance (including woody waste, grass and herbage clippings) during the carrying out of the Works.
- 6.2.2 The existing public highways, platforms, footways and private access routes used by vehicles of the Contractor or any of his sub-contractors or suppliers of materials or plant, shall be kept clean and clear of dust, grass debris, and mud dropped by the said vehicles or their tyres. The

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Contractor shall immediately clear all dust and mud from the Works spreading onto these highways or any public or private right of way.

- 6.2.3 The Contractor shall, when he considers that any aspect of the Works may result in airborne dust or fumes, contact the SO prior to commencing such Works within 50 metres of buildings, car parks, signals, or railway tracks, and obtain the SO's approval prior to commencement.

6.3 Waste and Control Of Pollution

- 6.3.1 The Contractor must at all times comply with the requirements of environmental legislation, including, but not limited to, the Environmental Protection Act 1990, the Pollution, Prevention and Control Regulations 2000, the Hazardous Waste Regulations 2005, the Control of Pollution (Amendment) Act 1989, the Environmental Damage (Prevention and Remediation) Regulations 2009 and the Waste (England and Wales Regulations 2011. The Contractor must be registered with a relevant Regulation Authority (Environment Agency) and be in possession of a valid Certificate of Registration or Certificate of Registration as a Broker of Controlled Waste under the Environmental Protection Act 1990. If the Contractor is to transport waste away from the Site the Contractor must be in possession of a Waste Carriers' Licence which shall be produced to the Employer on request. The Contractor shall produce on request to the Employer details of end destinations of all waste removed from Site and is responsible for ensuring that all waste is removed to an appropriate permitted facility.
- 6.3.2 A copy of the Contractor's Certificate of Registration referred to in clause 6.3.1 must be provided to the Employer. If the Contractor employs an outside haulage sub-contractor to transport waste then subject always to clauses 5.9.1 and 5.9.2, the Contractor shall ensure that his sub-contractor complies fully with the requirements of this clause 6.3. In these circumstances the Contractor himself must be registered as a Broker of Controlled Waste with a relevant Regulation Authority and must hold a Waste Carriers' Licence and must produce his valid Certificate of Registration as a Broker of Controlled Waste and Waste Carriers' Licence to the Employer. Notwithstanding the Contractor being registered as a broker or carrier of waste, the Contractor shall remain fully responsible for the production of waste transfer notes for the movement of Controlled Waste or consignment notes for the removal of Hazardous Waste and the submission of these records to the Employer and the Environment Agency.
- 6.3.3 Proper and complete records of the movement of all consignment notes for Hazardous Waste and all waste transfer notes for the movement of Controlled Waste must be maintained by the Contractor and the Contractor is to provide copies of such records to the Employer with tip receipts to ensure payment of the next instalment of the Contract Sum can be made pursuant to clause 9 and to ensure that all the Contractor's and the Employer's obligations under environmental legislation are properly discharged.
- 6.3.4 The Contractor will ensure that it is aware of the Department for the Environment Food & Rural Affairs' up to date guidance in relation to the management and disposal of waste or emissions including but not limited to the proposals contained in the DEFRA document dated February 2015 entitled "*Part I: A consultation on proposals to enhance enforcement powers at regulated facilities Part II: A call for evidence on other measures to tackle waste crime and entrenched poor performance in the waste management industry.*" The Contractor will co-operate with the Employer's reasonable requests in relation to the management and disposal of waste and emissions. "

6.4 Removal of Rubbish and Fires

- 6.4.1 The Contractor shall remove all rubbish, prunings and superfluous materials from the Contract Area to the entire satisfaction of the SO and shall make his own arrangements for the collection and tipping of rubbish and pruning's arising. All rubbish is to be carted to an approved tip; any expenses incurred will be the responsibility of the Contractor. The Contractor within the Contract Area or in any other place shall carry out no unauthorised tipping. The Contract Area is to be left clean and tidy and clear of arisings at the end of each working day.

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- 6.4.2 The Contractor shall take all reasonable precautions to minimise fire risks. The burning of arisings, litter and prunings is prohibited within the Contract Area. Naked lights necessarily in use for the execution of the Works must be carefully controlled by the Contractor. No naked light appliance shall be left on the Site unattended. The Contractor should note that all HCA sites are non-smoking.

6.5 Environmental Protection, Biosecurity and Permits

- 6.5.1 The Contractor shall comply with all relevant Statutory Requirements (including European legislation and also including, without limitation, the Weeds Act 1959, the Environmental Protection Act 1990 and the Environmental Damage (Prevention and Remediation) Regulations 2009) relating to wildlife and nature conservation issues, and protected species and habitats.
- 6.5.2 When working in or close to watercourses, the Contractor must comply with the guidance contained in the Environment Agency publication "Works in, Near or Liable to Affect Watercourses".
- 6.5.3 Mature trees and other vegetation that are to be retained on the Site must be fenced off by the Contractor for their protection with temporary protective fencing in compliance with BS 5837:2012 when the Contractor undertakes improvement Works which may cause adverse effects. The fenced area must not be moved unless under the instruction and supervision of the SO. Machine Works shall not be carried out within these fenced areas and the areas shall not be used for the storage of materials, equipment or machinery.
- 6.5.4 It is an offence under the Wildlife and Countryside Act 1981 to destroy the nest of any birds. For this reason all trees and hedges to be removed by the Contractor must be free from actively breeding birds. In addition the Contractor should note the special protection afforded to bats, which may use trees for nesting and hibernation over the winter period. To ensure that nesting birds are not resident, works on trees and hedgerows must be carried out outside of the normal breeding season (between the months of November to February inclusive) subject to the vegetation not being used by hibernating bats. Where the vegetation to be cleared supports an active nest / hibernating bat, Works are to cease immediately until the SO consents that Works can recommence.
- 6.5.5 The Contractor will ensure that if the nature of the services requires an environmental permit of any kind, that the Contractor will obtain the necessary permit and send a copy of the same to the Employer prior to commencement of the services. The Contractor is referred to <https://www.gov.uk/environmental-permit-check-if-you-need-one> which gives guidance on the necessity for environmental permits. In the event that an environmental permit is required, no payment will fall due and payable to the Contractor from the Employer until such time as the Contractor has complied with this clause.
- 6.5.6 The Contractor is required to produce such further risk assessments and method statements appertaining to biosecurity in relation to the services as the Employer in its' absolute discretion acting reasonably shall require. The Contractor must in such risk assessments and statements specify any biosecurity measures to be taken by the Contractor in relation to the services, including but not limited to, having given due consideration to the UK Plant Health Risk Register. The Register is publicly available <https://secure.fera.defra.gov.uk/phiw/riskRegister/>.

7 Labour and Supervision

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

- 7.1 The Operatives shall at all times be the employees of the Contractor or subcontracted to him and therefore not employees of the Employer. The Contractor shall make all the appropriate deductions from those Operatives' wages in respect of P.A.Y.E. and employees' national insurance and other contributions. The Contractor is required to comply with all Statutory Requirements concerning the employment of labour whether those provisions affect the performance of the Works or otherwise.

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- 7.2 The Contractor shall at all times maintain sufficient personnel qualified and competent in their respective trades and supervisory staff on Site to ensure the timely and effective carrying out of the Works.
- 7.3 If for any reason in the opinion of the SO, the progress or quality of the Works is unsatisfactory due to insufficient or inappropriately qualified labour, the Contractor shall take such steps to augment resources as necessary to satisfactorily execute the Works. The Contractor shall not be entitled to any additional payment for taking such steps.
- 7.4 The Contractor shall be responsible for the good behaviour of Operatives whilst they are engaged on the Contract. The Contractor shall ensure that no Operative is under the adverse influence of any medication or drug, including alcohol, whilst that Operative is engaged on the Contract. The Employer shall have the right to refer an Operative back to the Contractor without prior notice if in the opinion of the SO the behaviour or ability of the Operative is unacceptable. The Contractor shall be informed as soon as practicable by the SO of such referral and where possible the Contractor shall be given prior notice if the SO foresees that referral may be necessary.
- 7.5 To ensure good behaviour, compliance with Statutory Requirements and the requirements of the Employer in respect of the nature or quality of the Work or issues concerning health, safety or welfare the SO or another officer of the Employer shall be entitled to give such instructions to any Operative as may be required at any time.
- 7.6 The SO may (but not unreasonably) issue instructions to the Contractor requiring the exclusion from the Works by the Contractor of any Operative engaged on the Contract. The Employer shall in no circumstances be liable to either the Contractor or the employee in respect of any liability, loss or damage occasioned by such removal or disciplinary action and the Contractor shall fully and promptly indemnify the Employer against any claim by such an employee.
- 7.7 The Contractor or a competent and authorised agent or representative approved of in writing by the SO (which approval may at any time be withdrawn) is to be engaged on the Works, and shall give adequate time to the superintendence of the same. Such authorised agent or representative shall be in full charge of the Works and shall receive on behalf of the Contractor directions and instructions from the SO. The Contractor or such authorised agent or representative shall be responsible for the safety of all operations, and compliance with the Employer's health and safety, and Work procedure requirements, and compliance with the Employer's "Safety Policy" (a copy of which shall be provided to the Contractor).
- 7.8 The Contractor must ensure that all Operatives, including sub-contractors on Site carry corporate ID at all times and have the company logo on their wear-alls, in accordance with clause 5.5 *Publicity, Site Signage And Identification*

8 Health and Safety

Objective: To ensure work is carried out safely.

8.1 Risk Assessment

- 8.1.1 It is a legal requirement to carry out risk assessments and the Contractor shall be required to carry out written assessments in respect of the Works. When required by the Employer the Contractor must produce the assessments for inspection and provide copies for retention by the Employer. Risk assessments shall be submitted by the Contractor covering all major operations contained within the Contract (including, without limitation, grass cutting, weed control, operations involving implements and machinery including chainsaws, chippers, tractor powered implements (flails etc.)). Updates of assessments may be requested during the Contract Period.
- 8.1.2 Risk assessments prepared by the Contractor should be suitable and sufficient for the work to be undertaken. Guidance can be obtained from "Five Steps to Risk Assessments" published by the HSE.

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8.2 Health and Safety at Work

- 8.2.1 The Contractor is required to be registered with either OHSAS 18001 or SSIP accredited scheme and comply with all requirements throughout the duration of the Works. The Contractor shall ensure that his own employees and all sub-contractors are aware of their duties and responsibilities under the safety policies referred to in this Contract. All new employees and sub-contractors shall be given safety instructions by the Contractor prior to them carrying out any part of the Works on Site.
- 8.2.2 The Management of Health and Safety at Work (MHSW) Regulations 1999, particularly Regulation 3, relates to risk assessment. The Employer will notify the Contractor of any specific non-standard hazards which could affect estate maintenance works on site via a Hazard Notification Form as shown in Appendix D. The Contractor shall present these assessments to the SO within 7 days of the date of this Contract. No work shall be undertaken on Site until the Employer and/or the SO shall have approved in writing the submitted documents, or such amended substituted or additional assessments as may be required from time to time. The risk assessments provided by the Contractor must include:
- a) details of staff having day-to-day responsibility for health and safety on Site, giving name, position, qualifications and experience;
 - b) Control of Substances Hazardous to Health (COSHH) assessments for each substance covered by the COSHH regulations and which he is required to use or intends to use in the execution of the Works or in any other works on behalf of the Employer;
 - c) first aid precautions and provisions for meeting first aid requirements and any necessary emergency procedures; and
 - d) identification of any Site-specific risks and outline of appropriate responses.
- 8.2.3 The Contractor shall maintain registers where required by law and shall carry out regular statutory inspections of equipment and plant with signed entries in the appropriate register.
- 8.2.4 The Contractor shall nominate a member of his staff to be responsible for safety, health and welfare and such nominated person shall liaise with the SO, on all relevant occasions throughout the duration of the Contract.
- 8.2.5 Adequate protective measures shall be taken by the Contractor to protect employees, members of the public and all other persons including Personal Protective Equipment (PPE).
- 8.2.6 The Contractor shall notify the SO immediately by the fastest possible means of all Site accidents, dangerous occurrences and matters involving the general public and diseases notifiable to either the Health and Safety Executive or the Local Authority which occur during the Contract Period. The SO and Health and Safety Manager shall be provided with copies of written reports of such occurrences.
- 8.2.7 The Employer shall allow free and unencumbered access to the Contractor's Operatives and subcontractors to carry out the Works and, in so doing, to enable the Contractor to make any recommendations he considers necessary with regard to safety, health and welfare matters.
- 8.2.8 If the Contractor receives a Site visit from an officer of the Health and Safety Executive or any other enforcing body during the course of the Works, the SO shall be notified of full details of the visit, including details of any stoppages of work for safety reasons.
- 8.2.9 The Contractor shall ensure Site plant shall only be used by Operatives having the relevant Certificate of Competence issued by the Construction Industry Training Board (CITB) or other recognised training body. The Contractor shall provide copies of the relevant certificates to the SO.
- 8.2.10 The Contractor shall at all times provide first aid equipment for Operatives in accordance the Health and Safety (First Aid) Regulations 1981 and in accordance with clause 8.4.

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- 8.2.11 The standards of training of Operatives, use and maintenance of equipment (including, without limitation, a Mobile Elevated Working Platform), and methods of working in respect of pesticide applications, chainsaws, tree felling, thinning, Coppicing, shrub clearance and tree surgery shall be at least equal to that described in the latest advisory and guidance literature published by the Health and Safety Executive, Work from Height Regulations 2005 and by the Arboriculture and Forestry Advisory Group (AFAG) as applicable.
- 8.2.12 The SO will be entitled to suspend Site operations should the Contractor fail to comply with any of the safety regulations or procedures set out in this clause 8.2.

8.3 Legislation

- 8.3.1 The Contractor shall comply with all the relevant legislation contained in the current Health and Safety at Work Act 1974.
- 8.3.2 The Contractor shall comply as appropriate with all Statutory Requirements relating to health and safety, including without limitation: Health and Safety Regulations, in particular: Control of Substances Hazardous to Health (Amendment) Regulations 2004 (COSHH); Management of Health and Safety at Work Regulations 1999 (MHSW); Provisions and Use of Work Equipment Regulations 1998 (PUWER); The Control of Vibration at Work Regulations 2005; Work at Height Regulations 2005 including Using Ladders; Confined Spaces Act 1997 (amended Feb. 2008); Manual Handling Operations Regulations 1992 (as amended); Lifting Operations and Lifting Equipment Regulations 1998 (LOLER); the Construction, Design and Management Regulations 2015; The Construction (Health, Safety and Welfare) Regulations; Health and Safety (Young Persons) Regulations 1997; Control of Noise (Codes of Practice for Construction and Open Sites) (England) Order 2015; Environmental Damage (Prevention and Remediation) (England) (Amendment) Regulations 2015; Food and Environment Protection Act and the Control of Pesticides Regulations 1986; Chapter 8 – Traffic Signs Manual for works along highways or public footpaths; Airports Act 1986, The Air Navigation Order 2009; Civil Aviation Act 1982.

8.4 First Aid and Personal Protective Equipment

- 8.4.1 During the Contract Period the Contractor must provide first aid equipment for Operatives in accordance with the Health and Safety (First Aid) Regulations 1981. [5]
- a) In order to comply with Health and Safety (First Aid) Regulations 1981, the basic minimum first aid equipment should be installed in all site caravans, mobile depots and/or be carried on the vehicle from which the Contractor operates. The minimum considered reasonable for this purpose would be:
- (i) a supply of fresh water in a suitable container of at least 20 litre capacity, with a tap; and
 - (ii) soap, paper towels and a bowl for washing, and
 - (iii) a first aid box appropriate to the number of the Contractor's Operatives on Site and the nature of the work.
 - (iv) Spillage kits to deal with oil or herbicide leaks.
- b) For further information the Contractors' attention is drawn to Health and Safety Executive guidance note GS14 Provision of Sanitary Conveniences and Washing Facilities in Agriculture and to Health and Safety Executive guidance note First Aid at Work.

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

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8.4.2 The Contractor will provide all the Personal Protective Equipment (PPE) required by Operatives for the Works (ear plugs will not be acceptable as ear defenders). All such PPE shall be to the relevant British, European or International Standard.

8.4.3 The Contractor shall wear safety footwear at all times on site.

8.5 CDM Regulations

8.5.1 Both the Employer and the Contractor acknowledge that he is aware of and undertakes to the other that in relation to the Works and Site he will duly comply with the CDM Regulations to the extent applicable to the project. Without limitation, where the project that comprises or includes the Works is notifiable:

- a) The Employer shall ensure both that the Principal Designer carries out all his duties and, where the Contractor is not the Principal Contractor, that the Principal Contractor carries out all his duties under those regulations; and
- b) Where the Contractor is and while he remains the Principal Contractor, being the contractor appointed under regulation 5(1)(b) of the CDM Regulations to perform the specified duties in regulations 12 to 14, he shall ensure that:
 - i. The Construction Phase Plan is prepared and received by the Employer before construction work under this Contract is commenced, and that any subsequent amendment to it by the Contractor is notified to the Employer and the Principal Designer (where appointed); and
 - ii. Welfare facilities comply with Schedule 2 of the CDM Regulations are provided from the commencement of construction work until the end of the construction phase;^[6]
- c) Where the Contractor is not the Principal Contractor, he shall promptly inform the Principal Contractor of the identity of each sub-contractor that he appoints and each Sub-subcontractor appointment notified to him;
- d) Promptly upon the written request of the Principal Designer, the Contractor shall provide, and shall ensure that any sub-contractor, through the Contractor, provides, to the Principal Designer, (or, if the Contractor is not the Principal Contractor, to the Principal Contractor) such information as the Principal Designer reasonably requires for the preparation of the health and safety file.

8.6 Health and Safety

8.6.1 Without limiting either party's statutory and/or regulatory duties and responsibilities and/or the specific health and safety requirements of this Contract, the parties will endeavour to establish and maintain a culture and working environment in which health and safety is of paramount concern to everybody involved with the project.

8.6.2 In addition to the specific health and safety requirement of this Contract, the Contractor undertakes to:

- a) Comply with any and all approved codes of practice produced or promulgated by the Health and Safety Executive and/or the Health and Safety Commission;
- b) Ensure that all personnel engaged by the Contractor and members of the Contractor's supply chain on site receive appropriate site-specific health and safety induction training and regular refresher training;

^[6] If the CDM Regulations apply to the project there is a duty on contractors to ensure compliance with Schedule 2 of the CDM Regulations so far as is reasonably practicable, whether or not the project is notifiable and whether or not the contractor is the Principal Contractor.

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- c) Ensure that all such personnel have access at all times to competent health and safety advice in accordance with regulation 7 of the Management of Health and Safety at Work Regulations 1999; and
- d) Ensure that there is full and proper health and safety consultation with all such personnel in accordance with the Health and Safety (Consultation with Employees) Regulations 1996.

9 Payments

9.1 Contract Sum

The Contract Sum shall remain fixed for the first year from (and including) the Commencement Date, following which subsequent years will then be subject to adjustment in accordance with the All Item Index of Retail Prices (RPI). The amount of the RPI adjustment to the Contract Sum shall be agreed at the start of each new financial year by the Employer. In the event the Contractor either:

- a) fails to achieve a KPI score of "Expected" pursuant to clause 3.1.6 for ten months within the first year of the Initial Term where the Contractor is subject to monthly KPI performance measurement assessments; or
- b) fails to achieve a KPI score of "Expected" pursuant to clause 3.1.6 for nine months within the first year of the Initial Term where the Contractor is subject to quarterly KPI performance measurement assessments; or
- c) fails to achieve a KPI score of "Expected" pursuant to clause 3.1.6 for six months within the first year of the Initial Term where the Contractor is subject to six-monthly KPI performance measurement assessments

the Contractor shall not be entitled to any uplift to the Contract Sum in the subsequent year of the Initial Term in accordance with RPI. If the Contractor subsequently improves his performance of the Services so that (as applicable):

- i a KPI score of "Expected" pursuant to clause 3.1.6 is achieved for eleven months in the second year of the Initial Term where the Contractor is subject to monthly KPI performance measurement assessments; or
- ii a KPI score of "Expected" pursuant to clause 3.1.6 is achieved for nine months in the second year of the Initial Term where the Contractor is subject to quarterly KPI performance measurement assessments; or
- iii a KPI score of "Expected" pursuant to clause 3.1.6 is achieved for six months in the second year of the Initial Term where the Contractor is subject to six-monthly KPI performance measurement assessments

the Contractor shall be entitled to an adjustment to the Contract Sum in accordance with RPI for year 2 of the Initial Term. The same principle (that of the Contract Sum only being adjusted in accordance with RPI if the Contractor achieves the required KPI requirements set out in (a) to (c) above) shall apply in respect of the Contractor's performance for subsequent years of the Initial Term.

9.2 Invoicing

- 9.2.1 Payment of the Contract Sum shall be made by the Employer to the Contractor at monthly intervals during the Contract Period. Each instalment of the Contract Sum (subject always to clause 9.2.7) shall be for an amount equal to one twelfth of the Contract Sum payable for that given year plus the agreed price of any Unplanned Works instructed by the Employer pursuant to clause 3.1.8. The Contractor shall invoice the Employer each calendar month in accordance with the requirements set out in clause 9.2.2.

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9.2.2 Each invoice submitted by the Contractor (an "Interim Application") shall show:

- e) The sum that the Contractor considers is due; and
- f) The basis on which the sum referred to in clause 9.2.1(a) above is calculated; and
- g) The amounts on account of the Contract Sum previously paid by the Employer to the Contractor.

Each such Interim Application shall be supported by such documents, vouchers and receipts as may be reasonably required by the Employer (including, without limitation, those documents set out in clause 9.5.1) and when considering any such application the Employer reserves the right to require the production of such further supporting information and/or documentation as it considers reasonably necessary in relation to any claim for reimbursement of any expenses or disbursements to show that such expenses or disbursements have been properly incurred.

9.2.3 The due date for payment of the Contractor's invoice by the SO shall be the last working day of the calendar month to which the Contractor's invoice refers ("Due Date"). Invoices presented before the Due Date shall not be considered by the SO and shall be deemed not to have been received by the SO until the Due Date.

9.2.4 Save as set out in clause 9.2.3 any sums payable from one party to the other shall become due on the date of demand.

9.2.5 Not later than 5 days after the date on which a sum becomes due from a party under this Contract such party shall issue a payment notice setting out the amount it considers is due at the payment date and the basis on which that amount has been calculated (a "Payment Notice"). If a Payment Notice is not given by the Employer in accordance with this Clause in respect of an Interim Application by the Contractor, the amount of the payment to be made by the Employer shall, subject to any Pay Less Notice (as defined in Clause 9.2.7), be the sum stated as due in the Interim Application.

9.2.6 The final date for payment of any sum which becomes due under this Contract ("Final Date for Payment") shall be 28 days after that sum becomes due.

9.2.7 A payment in respect of a sum which has become due under this Contract may not be withheld after the Final Date for Payment for that sum save where the party withholding payment has served a notice on the payee setting out the sum the payer considers to be due on the date the notice is served and the basis on which that sum has been calculated (a "Pay Less Notice") no later than 7 days before such Final Date for Payment.

9.2.8 Subject to the receipt of a valid tax invoice the Employer shall pay to the Contractor the total amount of Value Added Tax properly chargeable by the Contractor on the supply to the Employer of any goods or services under this Contract provided that in respect of any disbursement or expense reimbursable to the Contractor under this Contract the Employer shall only be liable to pay VAT to the Contractor on the VAT-exclusive amount of such disbursement or expense.

9.2.9 The making of any payment by the Employer to the Contractor shall not be deemed to indicate satisfactory performance of the Services.

9.2.10 All Unplanned Works prices quoted in the Contract Documents shall be fixed for the Contract Period and shall not be subject to any increases in RPI or in respect of changes in the rates of wages or materials.

9.2.11 The Contractor's invoice shall be prepared upon a typewriter or printer and shall be submitted upon paper bearing the Contractor's letterhead.

9.2.12 When presenting an invoice for payment the Contractor shall clearly state the following information:

- a) the name of the Contract;

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- b) the Contract reference number;
- c) the instalment number;
- d) the month and year to which the invoice refers;
- e) the Employer's Purchase Order Number when issued; and
- f) if the invoice is for Unplanned Works or additional works ordered under the Contract.

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

9.3 Change of Law

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

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

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

9.3.3 As soon as practical after any notification in accordance with 9.3.2 the Contractor shall discuss and agree the matters referred to in the notice with the Employer. Both parties will discuss any ways in which the Contractor can mitigate the effect of the Specific Change of Law, including:

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

9.3.4 Any increase in the Contract Sum or relief from the Contractor's obligations agreed by the parties pursuant to clauses 9.3.2 and 9.3.3 shall be implemented in accordance with clause 9.6 (Variations).

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

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

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- 9.3.6 As soon as practical after any notification in accordance with 9.3.5 the Employer shall decide in his absolute discretion whether any modification is required to the Works or the Contract to comply with the General Change in Law. At no time shall the Contractor be entitled to any increase in the Contract Sum as a result of a General Change in Law.

9.4 Value Added Tax

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

9.5 Auditing, Data Protection and Freedom of Information

- 9.5.1 Any invoice submitted by the Contractor pursuant to clause 9.2 must be accompanied by the Contractor Site Assessment Form, Pesticide records, inspection records, consignment notes and tip receipts for that month before payments can be made by the Employer.
- 9.5.2 The Contractor should ensure all such paperwork is correct, insofar as that is reasonable to do so, as this will form a part of the KPI Audit process set against performance by the Contractor on the Contract.
- 9.5.3 The Contractor shall, if required, allow the Employer or any person acting on its authority access to the Contractor's premises for the purpose of inspecting records pertaining to the Contract. The Contractor shall provide the Employer with any copies of such records as the Employer may reasonably require.
- 9.5.4 The Contractor shall maintain and update all records pertaining to the Contract to ensure that they properly reflect at any given time the current state of work programmes or projects on which the Contractor is involved.
- 9.5.5 The Contractor shall keep all records pertaining to the Contract in a safe and secure place at the Contractor's premises.
- 9.5.6 The Contractor shall assist the Employer in complying with such obligations as are imposed on the Employer by the Data Protection Act 1998 as amended from time to time (the "DPA") and under the FOIA. The parties agree and warrant that they will only process data in accordance with the DPA.
- 9.5.7 Except for any information which is exempt from disclosure in accordance with the FOIA, and notwithstanding any other term of this Contract, the Contractor hereby consents for the Employer to publish the Contract to the general public in its entirety (but with any information, which is exempt from disclosure in accordance with the provisions of the FOIA, redacted), including from time to time agreed changes to the Contract.
- 9.5.8 The Employer shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA either following consultation with the Contractor and having taken (or not taken, as the case may be) its views into account, or without consulting the Contractor.

9.6 Variations

- 9.6.1 Any error in description or in quantity or any omission of items from the Contract Documents shall not vitiate the Contract but shall be corrected and deemed to be a Contract Variation required by the Employer, to be valued by the SO on a fair and reasonable basis using where relevant the appropriate unit rates submitted by the Contractor in his tender.
- 9.6.2 The Employer may order an addition to or omission from or other change in the Works or the order or period in which they are to be carried out and any such Contract Variation shall be valued by the SO on a fair and reasonable basis using where relevant the appropriate unit rates submitted by the Contractor in his tender. Subject to clause 9.6.5 the Contractor shall comply with the Contract Variation and respond to any written communications regarding variations within ten working days.

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- 9.6.3 Any variation to the Contract shall only be ordered by the Employer and any verbal instructions shall be confirmed in writing by the Employer within two days.
- 9.6.4 Any variation ordered shall not vitiate the Contract.
- 9.6.5 The Contractor may only refuse to comply with a Contract Variation where it can demonstrate to the reasonable satisfaction of the Employer that compliance with any such instruction will comprise a breach of health and safety regulations or other legislation if implemented.

9.7 Workmanship

9.7.1 Defective work

Notwithstanding the provisions of clause 3.1, if, in the reasonable opinion of the SO, the Contractor has at any time failed to perform the Works in accordance with the terms of this Contract and/or the Contract Documents the Employer shall be entitled at any time in its absolute discretion to give a Written Instruction Notice to the Contractor specifying the default and requiring him to comply with the requirements of the notice within a stated time. Written notice served by the Employer to the Contractor shall be in the form of a Written Instruction Notice (see Appendix F of the Maintenance Specification). In cases of material default the Contractor will be issued with an Immediate Rectification Notice (see Appendix G of the Maintenance Specification) and the Contractor must take immediate action to remedy the defect(s) if he is to avoid payment being withheld by the Employer pursuant to clauses 3.1.6(c) and 9.2.7.

9.8 Works Audit

- 9.8.1 The Contractor should note that all Immediate Rectification Notices and Written Instruction Notices issued as a result of Defective Works are notifiable as part of the Audit process and will be used as a Key Performance Indicator on the Contract. The Contractor should therefore ensure that copies of all such notices accompany each invoice for the month in which they have been issued.
- 9.8.2 If the Contractor fails forthwith to complete the Works in accordance with the terms of the Contract and/or the Contract Documents or to rectify such defects as have been notified in accordance with clause 9.7 within the time stated, the Employer may without prejudice to the conditions of clause 10.1 (*Determination By The Employer*) make alternative arrangements to carry out the requirements of the Immediate Rectification Notice and/or Written Instruction Notice (as applicable) using any agency and recharge this cost to the Contractor as a debt due.
- 9.8.3 In such cases as those set out in clause 9.8 the Employer may deduct from any monies due to the Contractor the greater of:
- a) the cost of making alternative arrangements for the carrying out of the requirements of the Immediate Rectification Notice and/or Written Instruction Notice (as applicable) together with a levy of a minimum of 20% of the cost of the work for the Employer's reasonable supervision costs; or
 - b) liquidated damages for a period not exceeding three months.

In the particular case of hay making the Employer retains the right to deduct from any monies due to the Contractor the cost of making alternative arrangements for the carrying out of the requirement of the Immediate Rectification Notice and/or Written Instruction Notice (as applicable) together with a levy of a minimum of 20% of the cost of the work for the Employer's reasonable supervision costs.

9.9 Liquidated Damages

- 9.9.1 If in the opinion of the SO the Contractor has omitted to perform the Services so as to meet the requirements of the Maintenance Specification or has failed to perform the Works to the required standard, then in either of such cases the Employer may deduct from any payment due to the

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Contractor liquidated damages per day per square metre of work which in the opinion of the SO is defective.

9.9.2 Subject to clause 9.9.3 the value of such liquidated damages shall be that set out below:

a) **Grass cutting:**

[£ per day per square metre of work] *[Guidance note – delete this: insert the sum for LADs per day per square metre of work using this formula:*

$$\frac{\text{Unit Rate} \times \text{Number of days} \times 2 \times \text{Area (m}^2\text{)}}{230}$$

b) **Hay making:**

[£] *[Guidance note: - delete this: calculate the sum for LADs by taking that part of the Contract Sum relating to hay making for achieving the required Maintenance Specification divided by two.]*

c) **All other contractual obligations:**

[£] *[Guidance note: - delete this calculate the sum for LADs by taking the relevant part of the Contract Sum for achieving the required Maintenance Specification divided by 365 [7] multiplied by the number of days over which the Works do not meet the required Maintenance Specification multiplied by two, i.e. this formulae.*

$$\frac{\text{Unit Rate} \times \text{Number of days} \times 2 \times \text{Area (m}^2\text{)}}{365}$$

9.9.3 In addition to any deduction calculated pursuant to clause 9.9.2 a further administration charge amounting to 20% of the total sum calculated shall be imposed and shall form part of the liquidated damages payable to the Employer by the Contractor.

9.10 Recovery of Sums Due

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

10 Determination

10.1 Determination by the Employer

10.1.1 The Employer may in writing at any time and upon 14 days notice to the Contractor determine the Contract (but without prejudice to the rights of the parties accrued to the date of determination) including (but not limited to) in any of the following cases:

a) **Default**

- (i) if the Contractor suspends the carrying out of the Works without prior authorisation from the SO, or
- (ii) if the Contractor fails to proceed diligently with the Works or fails to resume after having been given reasonable notice by the SO so to do, or

[7] or the Contract period in days whichever is the lesser

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- (iii) if the Contractor does not rectify all issues in an Immediate Rectification Notice pertaining to an Unacceptable mark awarded by the Employer pursuant to clause 3.1.6 (c) for a third consecutive month.
- b) Corrupt Gifts
 - (i) if the Contractor or anyone employed by him or acting on his behalf shall commit an offence under the Prevention of Corruption Acts 1889 to 1916 or Bribery Act 2010 in relation to this or any other contract with the Employer.
- c) Insolvency

For the purposes of this Contract

- (i) a party which is a company becomes insolvent:
 - a) when it enters administration with the meaning of Schedule B1 to the Insolvency Act 1986;
 - b) on the appointment of an administrative receiver or a receiver or manager of its property under Chapter I of Part III of that Act, or the appointment of a receiver under Chapter II of the Part;
 - c) on the passing of a resolution for voluntary winding-up without a declaration of solvency under section 89 of that Act; or
 - d) on them making of a winding-up order under Part IV or V of that Act.
- (ii) a party which is a partnership becomes insolvent:
 - a) on the making of a winding-up order against it under any provision of the Insolvency Act 1986 as applied by an order under section 420 of that Act; or
 - b) when sequestration is awarded on the estate of the partnership under section 12 of the Bankruptcy (Scotland) Act 1985 or the partnership grants a trust deed for its creditors.
- (iii) a party who is an individual becomes insolvent:
 - a) on the making of a bankruptcy order against him under Part IX of the Insolvency Act 1986; or
 - b) on the sequestration of his estate under the Bankruptcy (Scotland) Act 1985 or when he grants a trust deed for his creditors.
- (iv) a party also becomes insolvent if:
 - a) he enters into an arrangement, compromise or composition in satisfaction of his debts (excluding a scheme of arrangements as a solvent company for the purposes of amalgamation or reconstruction); or
 - b) (in the case of a party which is a partnership) each partner is the subject of an individual arrangement or any other event or proceedings referred to in this clause 10.1.1(c)

Each of clauses 10.1.1(c)(i) to 10.1.1(c)(iv) also includes any analogous arrangement, event or proceedings in any other jurisdiction.

- d) Failure To Declare An Interest

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- (i) upon any breach of a Declaration of Interest.
- e) Breach of Contract
 - (i) upon material or repeated breach of any part of this Contract.

10.2 Consequences of Determination By The Employer

In the event of the Employer determining the employment of the Contractor due to any of the cases (a) to (e) of clause 10.1 the Contractor shall immediately give up possession of the Site and all of the Employer's property in his possession and the Employer shall not be bound to make any further payment to the Contractor and the Employer may either by itself or by any other agency complete the Works and instructed Unplanned Works or any part thereof and the Contractor shall be liable to the Employer as a debt due for any costs or expenses incurred by the Employer provided always that the right of determination shall be without prejudice to any other rights or remedies which the Employer may possess either by virtue of the provisions of this Contract under any statute or at Common Law.

10.3 Determination by the Contractor

- 10.3.1 If the Employer becomes subject to any of the circumstances set out in clause 10.1.1(c), the Contractor may by notice to the Employer terminate the Contractor's employment under this Contract.
- 10.3.2 If the Employer does not pay the amount properly due to the Contractor in respect of any invoice by the Final Date for Payment, the Contractor may give the Employer a written notice specifying the default or defaults. If that default or defaults continue for 14 days from receipt of the Contractor's written notice, the Contractor may within 10 days from the expiry of that 14 day period (by a further notice to the Employer) terminate the Contractor's employment under the Contract.

10.4 Consequences of Determination By the Contractor

- 10.4.1 In the event of the Contractor determining the Contract pursuant to clause 10.3 the Contractor shall immediately give up possession of the Site and all of the Employer's property in his possession and the Contractor shall as soon as reasonably practicable prepare an invoice for submission to and payment by the Employer (subject always to clause 9.2.7) setting out the following:
 - a) The total value of work properly executed at the date of termination of the Contractor's employment, ascertained in accordance with the Contract as if the employment had not been terminated, together with any other amounts due to the Contractor under the Contract; and
 - b) The cost of materials or goods properly ordered for the Works for which the Contractor then has paid or is legally bound to pay; and
 - c) Any direct loss and/or damage caused to the Contractor by the termination.

10.5 Termination upon Force Majeure

If a Force Majeure Event prevents either party from performing its obligations under the Contract in any material respect for a period of 8 consecutive weeks then provided the notification requirements set out in clause 18 (Force Majeure) have been complied with, without prejudice to any accrued rights or remedies under the Contract, either party may terminate the Contract by giving 30 days' notice in writing to the other.

10.6 Consequences of Determination for Force Majeure

In the event of either party determining the Contract pursuant to clause 10.3 either party shall immediately give up possession of the Site and all of the Employer's property in his possession and

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either party shall as soon as reasonably practicable prepare an invoice for submission to and payment by the Employer (subject always to clause 9.2.7) setting out the following:

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

11 Settlement of Disputes

- 11.1 With a view to avoidance or early resolution of disputes or differences (subject always to clause 11.2), each party shall promptly notify the other of any matter that appears likely to give rise to dispute or difference. The Senior Executives (or if either is not available, a colleague of similar standing) shall meet as soon as practicable for direct, good faith negotiations to resolve the matter.
- 11.2 Any dispute or difference arising under or in any way connected with this Contract may be referred to an adjudicator at any time in accordance with the Technology and Construction Solicitors Association (TeCSA) Rules version 3.2 Procedural Rules for Adjudication ("TECSA Rules").
- 11.3 For the purposes of nominating an adjudicator pursuant to clause 11.2 and the TeCSA Rules the specified nominating body shall be the Chairman for the time being of TeCSA.
- 11.4 Any adjudicator's decision pursuant to clause 11.2 shall be binding unless and until the dispute or difference is finally determined by the appropriate Court of England and Wales in accordance with clause 11.5.
- 11.5 Subject to clause 11.2 all disputes or differences relating to this deed shall be tried by the appropriate Court of England and Wales.
- 11.6 No decision given by the adjudicator shall disqualify him from being called as a witness and giving evidence before Court on any matter whatsoever.
- 11.7 The adjudicator shall not be or be deemed to be an arbitrator whether for the purposes of the Arbitration Act 1996 or for any other purpose and this clause 11 is not an arbitration clause nor shall it be deemed to be so.

12 Waiver

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

13 Contractor's Liability

- 13.1 The Contractor shall be liable for and indemnify the Employer against any expense, liability, loss, claim or proceedings in respect of any damage whatsoever to any property real or personal [8]

[7] damage to property both above and below ground

[8] public liability indemnity of not less than five million pounds sterling is required for each and every occurrence. Employer's liability indemnity of not less than ten million pounds sterling is required for each and every occurrence.

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insofar as such damage arises out of or in the course of or by reason of the carrying out of the Works, unless due to any act or neglect of the Employer or of its servants or agents. Without prejudice to his liability to indemnify the Employer the Contractor shall maintain and shall cause any approved sub-contractor to maintain such insurances as are necessary to cover the liability of the Contractor, or, as the case may be, of such subcontractor, in respect of personal injury or death arising out of or in the course of or caused by the carrying out of the Works; Public Liability Indemnity of not less than £5,000,000 is required, Employers Liability of not less than £10,000,00 is required [8]. Nothing contained in this clause 13 shall impose any liability on the sub-contractor in respect of negligence or breach of duty on the part of the Employer, the Contractor his other subcontractors or their respective servants or agents.

- 13.2 The Contractor shall be liable for and indemnify the Employer against and insure and cause any sub-contractor to insure against any expense, liability, loss, claim or proceedings in respect of any damage whatsoever to any property real or personal [9] insofar as such damage arises out of or in the course of or by reason of the carrying out of the Works and is due to any negligence, omission or default of the Contractor or any person for whom the Contractor is responsible or of any sub-contractor or person for whom the sub-contractor is responsible.
- 13.3 The Contractor shall produce, and shall cause any approved subcontractor to produce, such evidence as the Employer may reasonably require that the insurance's referred to in clause 14. *Contractor's liability* has been taken out and is in force at all appropriate and material times.
- 13.4 Notwithstanding any other provision of this Contract, the Contractor shall indemnify the Employer against any expense, liability, loss, claim or proceedings incurred by the Employer in respect of any breach by the Contractor of any provision of this Contract.

14 Notice

- 14.1 All notices to be given under this Contract shall be in writing and shall either be delivered personally or sent by first class or pre-paid post or by facsimile transmission and shall be deemed duly served:
- (a) in the case of a notice delivered personally, at the time of delivery;
 - (b) in the case of a notice sent by first class pre-paid post, 2 clear working days after the date of dispatch; and
 - (c) in the case of a facsimile transmission, if sent during normal working hours then at the time of transmission and if sent outside normal working hours then on the next following working day, provided (in each case) that a confirmatory copy is sent by first class pre-paid post or by hand by the end of the next working day.
- 14.2 Each notice shall be addressed to the address or facsimile number (namely [**] for the Employer and [**] for the Contractor marked for the attention of [**] and [.....] respectively) of the party concerned set out in this Contract or to such other address as that party shall have previously notified to the sender.
- 14.3 Except as expressly provided herein, notice may not be served by electronic mail.

15 Entire Agreement

- 15.1 The Contract constitutes the entire agreement and understanding between the parties in respect of the matters dealt within it and supersedes, cancels and nullifies any previous agreement between the parties in relation to such matters.
- 15.2 Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on and shall have no remedy in respect of any statement, representation, warranty or undertaking

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

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(whether negligently or innocently made) other than as expressly set out in the Contract. The only remedy available to either party in respect of any such statements, representation, warranty, or understanding shall be for breach of contract under the terms of the Contract.

- 15.3 Nothing in this clause 15 shall operate to exclude any liability for fraudulent misrepresentation.

16 Amendments

Without prejudice to clause 9.6, this Contract may not be varied except in writing duly executed by both parties as a deed.

17 Illegality

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

18 Force Majeure

- 18.1 If either party is delayed or hindered in or prevented from performing any of its obligations under the Contract by a Force Majeure Event then, so long as that Force Majeure Event continues, that party shall be excused from performance of such obligation for the duration of the Force Majeure Event but only to the extent that party is so delayed, hindered or prevented.
- 18.2 On the occurrence of a Force Majeure Event, the affected party shall notify the other party as soon as reasonably practicable and in any event within 48 hours. If such notification is given verbally it must be confirmed in writing to the other party within 24 hours of the occurrence of the Force Majeure Event. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the affected party and any action proposed to mitigate its effect.
- 18.3 As soon as practicable following such notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the Contract.
- 18.4 The affected party shall notify the other party as soon as reasonably practicable and in any event within 48 hours after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under the Contract. If such notification is given verbally it must be confirmed in writing to the other party within 24 hours of the Force Majeure Event ceasing or no longer causing the affected party to be unable to comply with its obligations under the Contract. Following such notification the Contract shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.
- 18.5 Neither party shall be deemed to be in breach of the Contract, or otherwise be liable to the other, by reason of any delay or failure in performance of any of its obligations under the Contract, to the extent that the delay or failure is caused by a Force Majeure Event relating to it and time for performance shall be extended accordingly.
- 18.6 For so long as the Contractor's obligations are suspended as a result of a Force Majeure Event:
- a) the Employer's corresponding payment obligations shall be suspended to the extent that is reasonable taking into account the extent and effect the Force Majeure Event has had on the performance of the Services by the Contractor; and

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- b) the Employer shall be entitled to make alternative arrangements for the provision of the Service.

19 Copyright

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

20 Duty of Confidentiality

- 20.1 Each party recognises that under this Contract it may receive Confidential Information belonging to the other.
- 20.2 Each party agrees to treat all Confidential Information belonging to the other as confidential and not to disclose such Confidential Information or any other confidential information relating to the Employer or the Services arising or coming to its attention in the course of providing the Services to the Employer to any third party without the prior written consent of the other party and agrees not to use such Confidential Information for any purpose other than that for which it is supplied under this Contract.
- 20.3 The obligations of confidence referred to in Clause 20.2 shall not apply to any Confidential Information which:
 - a) is in, or which comes into, the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information; or
 - b) is obtained from a third party without that third party being under an obligation (express or implied) to keep the information confidential; or
 - c) is lawfully in the possession of the other party before the date of this Contract and in respect of which that party is not under an existing obligation of confidentiality; or
 - d) is independently developed without access to the Confidential Information of the other party.
- 20.4 Each party will be permitted to disclose Confidential Information to the extent that it is required to do so:
 - a) to enable the disclosing party to perform its obligations under this Contract; or
 - b) by any applicable law or by a court, arbitral or administrative tribunal in the course of proceedings before it includes without limitation any requirement for disclosure under FOIA, EIR or the Code of Practice on Access to Government Information and the Contractor acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and the Employer may nevertheless be obliged to disclose such Confidential Information; or
 - c) by any Regulatory Body (including any investment exchange) acting in the course of proceedings before it or acting in the course of its duties; or
 - d) in order to give proper instructions to any professional adviser of that party who also has an obligation to keep any such Confidential Information confidential.
- 20.5 The Contractor shall ensure that all Confidential Information obtained from the Employer under or in connection with this Contract:

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- a) is given only to such of its employees, professional advisors or consultants engaged to advise it in connection with this Contract as is strictly necessary for the performance of this Contract only to the extent necessary for the performance of this Contract;
- b) is treated as confidential and not disclosed (without the Employer's prior written approval) or used by any such staff or professional advisors or consultants otherwise than for the purposes of this Contract;
- c) where it is considered necessary in the opinion of the Employer the Contractor shall ensure that such staff, professional advisors or consultants sign a confidentiality undertaking before commencing work in connection with this Contract.

20.6 Nothing in this Clause 20 shall prevent the Employer:

- a) disclosing any Confidential Information for the purpose of:
 - (i) the examination and certification of the Employer's accounts; or
 - (ii) any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Employer has used its resources; or
- b) disclosing any Confidential Information obtained from the Contractor:
 - (i) to any other department, office or agency of the Crown; or
 - (ii) to any person engaged in providing any services to the Employer for any purpose relating to or ancillary to this Contract or any person conducting an Office of Government Commerce gateway review;
- c) provided that in disclosing information under Clause 21.6 (a) or (b) the Employer discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

20.7 During the Contract Period and at any time after termination of the Contractor's appointment under this Contract, (other than with the prior written permission of the Employer's Head of Legal Services) the Contractor shall not:

- a) publish any statement, orally or in writing, relating to the Employer which might damage the Employer's reputation or that of any of its officers or employees;
- b) make any communication to the press or any journalist or broadcaster touching or concerning the Contract or the performance of it by either party without the prior written approval of the SO save where such disclosure is in the public interest.

20.8 Nothing in this clause 20 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

21 Contracts (Rights of Third Parties) Act 1999

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

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In Witness whereof this Contract has been duly executed as a Deed on the day and year first before
written

EXECUTED by the Parties as a Deed

The **Common Seal** of)
Homes and Communities Agency)
was hereunto affixed in the presence of:)

Authorised Signatory

Executed as a Deed by the said)
[Contractor])
acting by:)
)

Director _____

(print name) _____

Director/Secretary _____

(print name) _____

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Annex 1 – Novation Agreement

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Deed of Novation

Dated

(Employer)

(Contractor)

(Substitute Employer)

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This Agreement is made on

[Date]

Between

- (1) ** incorporated in England and Wales whose Company Number is **
and whose registered office is at ** (the "**Employer**")
- (2) ** incorporated in England and Wales whose Company Number is **
and whose registered office is at ** (the "**Contractor**")
- (3) ** incorporated in England and Wales whose Company Number is **
and whose registered office is at ** (the "**Substitute Employer**")

Background

- The Employer has appointed the Contractor by a contract dated ("the Contract") to carry out landscape maintenance works at ** as more particularly described in the Contract.
- The Employer the Contractor and the Substitute Employer have agreed that the Substitute Employer shall assume all the rights and liabilities of the Employer under the Contract (which the Employer has previously assumed).
- Unless specified to the contrary, defined terms in this Agreement shall have the same meaning as set out in the Contract.

This Agreement witnesses as follows:

1. Release of Employer

The Contractor releases and discharges the Employer from further performance of the Employer's obligations under the Contract and from all claims demands and obligations which arise or have arisen at any time under or in respect of the Contract and the Contractor accepts the liability of the Substitute Employer in place of the liability of the Employer.

2. Release of Contractor

Subject to clause 8 the Employer releases and discharges the Contractor from further performance of the Contractor's obligations under the Contract and from all claims demands and obligations which arise or have arisen at any time or in respect of the Contract.

3. Contractor's obligations to Substitute Employer

The Contractor hereby undertakes to perform the Contract and to be bound by its terms in every way as if the Substitute Employer were, and had been from inception, a party to the Contract in lieu of the Employer and agrees to undertake all obligations and liabilities arising under the Contract on the part of the Contractor.

4. Substitute Employer's obligation to Contractor

The Substitute Employer hereby undertakes to perform the Contract and to be bound by its terms in every way as if the Substitute Employer were, and had been from inception, a party to the Contract in lieu of the Employer and agrees to undertake all obligations and liabilities arising under the Contract on the part of the "Employer".

5. Affirmation of Contract

Subject to the terms of this Agreement, the Contract shall remain in full force and effect.

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6. Fees

The Contractor and the Employer warrant that the Employer has paid to the Contractor the sum of [**] pounds exclusive of VAT which constitute all the fees and expenses due and owing under the Contract to the Contractor up to and including the date of this Agreement.

7. Contractor's liability to Substitute Employer to pre-novation Services

7.1 The Contractor acknowledges that the Substitute Employer has relied upon the Contractor's performance of the landscape maintenance works carried out prior to the date of this Agreement and agrees that the Substitute Employer shall have the right to pursue claims and demands arising in respect of any breach of the Contract by the Contractor whether arising prior to, on or subsequent to the date of this Agreement.

7.2 The Contractor agrees it will not contend that the Substitute Employer is precluded from recovering any loss resulting from any breach of the Contract by the Contractor by reason that the Substitute Employer was not the employer of the Contractor at the time the breach occurred or by reason that the employer at the time of breach escaped any loss resulting from such breach or that such employer has not suffered any or as much loss.

8. Contractor's liability to Employer for pre-novation Services

8.1 The Contractor warrants to the Employer that it has exercised all the reasonable skill, care and diligence to be expected of a competent landscape maintenance contractor experienced in carrying out services and works of a similar size, scope, nature and complexity to the Services and the Works in the performance of the landscape maintenance works carried out prior to the date of this Agreement and acknowledges that the Employer has relied upon and shall continue to rely upon the Contractor's performance of the landscape maintenance works carried out prior to the date of this Agreement.

8.2 The Contractor acknowledges that notwithstanding this Agreement clause 19.2 of the Contract (copyright) shall remain effective and the Employer shall be entitled to continue to rely on the same.

9. Contracts (Rights of Third Parties) Act 1999

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

10. Governing law and jurisdiction

This Agreement and the rights and obligations of the parties shall be governed and construed according to English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

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In Witness this Agreement has been executed and delivered as a Deed on the date appearing at the head of this Agreement.

The **Common Seal** of)
[the Employer])
was hereunto affixed in the presence of:)

Authorised Signatory _____

Executed as a Deed by)
[the Contractor])
in the presence of/acting by:)

Director (sign) _____

Director (Print Name) _____

Director/Secretary (sign) _____

Director/Secretary (Print Name) _____

Executed as a Deed by)
[the Substitute Employer])
in the presence of/acting by:)

Director (sign) _____

Director (Print Name) _____

Director/Secretary (sign) _____

Director/Secretary (Print Name) _____

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APPENDIX 4
Site Risk Assessment

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Homes &
Communities
Agency

Homes and Communities Agency

Arpley House,
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WA3 7QH

The Homes and Communities Agency is committed to providing accessible information where possible and we will consider providing information in alternative formats such as large print, audio and Braille upon request.