



DATED 1 JULY 2025

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**CONTRACT FOR THE PROVISION OF GROUNDS MAINTENANCE SERVICES**

**between**

**FLEET TOWN COUNCIL**

**And**

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This agreement is dated 1<sup>st</sup> July 2025

## **PARTIES**

- (1) FLEET TOWN COUNCIL, The Harlington, 236 Fleet Road, Fleet., Hampshire GU51 4BY (“**Council**”).
- (2) \_\_\_\_\_ (“**Contractor**”).

## **AGREED TERMS**

### **1. INTERPRETATION AND DEFINITIONS**

#### **1.1. Definitions**

- 1.1.1.** In this Contract, save where context otherwise requires, the following expressions shall have the meanings assigned to them.
- 1.1.2. Contract Sum** means the sum payable by Fleet Town Council (FTC) to the Contractor calculated in accordance with the Tender
- 1.1.3.** Commencement Date means the date from which the Contractor commences to provide the Services.
- a) Conditions** means these conditions, any supplementary conditions and any modification thereof
  - b) Contractor** means \_\_\_\_\_
  - c) Council** means Fleet Town Council.
  - d) FTC** means Fleet Town Council
  - e) Authorised Officer** means the Executive Officer acting on behalf of Fleet Town Council.
  - f) Supervising Officer** means the person authorised by the Executive Officer to act on their behalf on the day to day management of the contract.
  - g) Contract Manager** means the appointed person nominated by the Contractor to manage the Contract with Fleet Town Council.
  - h) Services** means the Services described in the Tender document.
  - i) Bill of Quantities** means the priced Bill of Quantities forming part of the Tender Documents.
  - j) Daywork Rates** means the rates for the performance of additional services described in the Bills of Quantities forming part of the Tender Documents.
  - k) Specification** means the Specification and Description of Services referred to in the Contract Documents, and any modification or addition as may from time to time be furnished or approved by the Supervising Officer.
  - l) Contract** means any formal Contract entered into between Contractor and FTC and includes the documents incorporated therein and forming part thereof.
  - m) Act of Parliament** A reference to an Act of Parliament, or any Order, Regulation, Statutory Instrument or the like shall include a reference to any amendment or re-enactment of the same
  - n) Plant** means any Vehicle, Plant, Equipment or Machinery.
  - o) Week** means seven consecutive days starting on Monday and ending on the following Sunday.
  - p) Review Dates** means the 1st of July each year from start of contract.
  - q) Review** means the review of the Rates, the Annual Sum and Daywork Rates to be undertaken on the Review date.
  - r) Contract Area** means the area administered by Fleet Town Council.

- s) **Programme** mean the programmes of work submitted by the Contractor in accordance with the requirements of the Tender Documents.
- t) **Site** means the lands identified within the Contract Documents on which the Services are to be executed within the Contract Area
- u) **Index Period** means:
  - i. For the First Review the period of twelve months commencing twenty-eight days prior to the commencement date.
  - ii. For the subsequent Reviews the period of one year commencing twenty-eight days prior to the Review Date.
- v) **Tender Documents** means the tender and accompanying documents relating to the Service.
- w) **FOIA:** The Freedom of Information Act 2000, and any subordinate legislation made under that act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
- x) **Variations** means any alteration or modification to the design, quality, or quantity of the Works, including additions, omissions, or substitutions.
- y) **Insolvency Event:** where:
  - i. the Contractor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
  - ii. the Contractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of that other party; or
  - iii. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Contractor (being a company); or
  - iv. the holder of a qualifying floating charge over the assets of the Contractor (being a company) has become entitled to appoint or has appointed an administrative or;
  - v. a person becomes entitled to appoint a receiver over the assets of the Contractor or a receiver is appointed over the assets of the Contractor; or
  - vi. a creditor or encumbrancer of the Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within 14 days; or
  - vii. any event occurs, or proceeding is taken, with respect to the Contractor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (i) to (vi) (inclusive); or
  - viii. the Contractor suspends, ceases, or threatens to suspend or cease, all or a substantial part of its business or.

## 1.2. **Contract Period**

- 1.2.1. This Contract will remain in effect for five years, ending on 30<sup>th</sup> June 2030. It cannot be terminated by either party within period, except as outlined in these Conditions.



**1.2.2.** Subject to the Contractor's satisfactory performance of the Services, the Contract may be extended by mutual agreement on a yearly basis after 30<sup>th</sup> June 2030 up to a maximum duration of 10 years from the Commencement Date.

**1.3. Clause Heading**

**1.3.1.** The Clause headings shall not be construed as part of these Conditions.

**1.4. Legal Fees**

**1.4.1.** Each party shall bear its own legal and other fees in relation to the preparation and submission of the Tender Documents and any formal Contract documents arising therefrom.

**2. CONTRACTOR'S OBLIGATIONS**

**2.1. Guarantees of Contract**

**2.1.1.** FTC will require the parent company of any subsidiary company whose tender is accepted to guarantee the Contract. The Deed of Guarantee shall be completed and signed by the Contractor's parent company.

**2.2. Inspection of the site extent and nature of services**

**2.2.1.** The Contractor is expected to fully assess all conditions impacting Service delivery, including site access, potential obstructions, and any other relevant factors, prior to commencing work.

**2.2.2.** In submitting their tender, the Contractor will have been deemed to understand the extent and nature of the Services to be provided.

**2.3. Sufficiency of Tender**

**2.3.1.** The Contractor is responsible for ensuring the accuracy and sufficiency of their rates and prices in the Priced Bill of Quantities, covering all contractual obligations unless stated otherwise.

**2.3.2.** Any errors or omissions in FTC's documentation must be reported during the Tender Period. FTC will issue clarifications, allowing the Contractor to adjust rates accordingly.

**2.3.3.** No claims for additional payment will be accepted due to misunderstandings or lack of knowledge of the contract conditions, regulations, or service requirements.

**2.3.4.** If discrepancies arise between contract documents, including drawings, bills, or instructions from the Supervising Officer, the Contractor must notify the Supervising Officer in writing. The Supervising Officer will then issue further instructions.

**2.4. Performance of Service**

**2.4.1.** During the Contract Period the Contractor shall perform the Services (and any variations thereof authorised under the Conditions) in a manner totally consistent with the terms and conditions of tender and to the entire satisfaction of the Supervising Officer.

**2.4.2.** Both parties will act in good faith towards each other in relation to all matters arising under this Contract and in particular: -

- a)** The Contractor will inform the Supervising Officer fully and as soon as possible of any circumstances which might prejudice the Contractor's ability to provide a Service whether temporarily or permanently.
- b)** Each party shall inform the other fully and as soon as possible of any circumstances which might lead to any substantial change in the nature composition or amount of the work or any other circumstances which might alter the burden of the obligation to each party under the Contract.

- c) The Supervising Officer shall be given all the relevant information they may require to ensure that the Contractor is fulfilling their obligation under the Contract.
- d) The representatives of the parties shall hold regular meetings at no less frequent intervals than monthly in order to:
  - i. Review the workings and progress of the Contract.
  - ii. Identify any way in which either party might be or become in breach of its obligations.
  - iii. Take any necessary remedial action, and
  - iv. Resolve informally any problems arising by either party or its representatives.

## **2.5. Provision of Statistical Information and Records**

- 2.5.1. The Contractor shall provide the following statistical information, together with any further statistics and records which the Supervising Officer may, from time to time, reasonably require: -
- 2.5.2. Weekly analysis of areas of land maintained.
- 2.5.3. Weekly report to the Supervising Officer of all damage, repairs, losses occurring in the performance of the Services except that where such damage loss or repair is of an urgent nature to enable the continuing performance of the Service, it shall be reported to the Supervising Officer on the day such loss damage or repair becomes evident.

## **2.6. Person in Charge**

- 2.6.1. The Contractor shall notify the Supervising Officer of the name and contact details of the Contracts Manager or person who will be in charge of the Contract at the local level. Such person shall be available at all times during the performance of the Contract and visit FTC's offices on a regular basis and as required by the Supervising Officer. Any instructions or directions given to the Person in Charge shall be deemed to have been issued to the Contractor.

## **2.7. Employees**

- 2.7.1. The Contractor shall at all times during the Contract Period employ sufficient persons of sufficient abilities and skills for the proper performance of the Services.
- 2.7.2. FTC fully supports any apprenticeships or Work Experience programs the Contractor may run.
- 2.7.3. The Contractor shall at all times take all such precautions as are necessary to protect the health, safety and welfare of all persons employed by them and shall comply with the requirements of the Health and Safety at Work, etc., Act 1974 (and any amendment or re-enactment thereof) and of any other Acts, Regulations or Orders pertaining to the health or safety of employed persons.
- 2.7.4. The Contractor shall at all times be fully responsible for the payment of all income or other taxes, national insurance contributions or levies of any kind, and any other statutory payments or deductions relating to or arising out of the employment of any person employed by the Contractor and shall fully and promptly indemnify FTC in respect of any liability in respect thereof.
- 2.7.5. The Supervising Officer shall be entitled to instruct the Contractor by notice in writing to remove from the performance of the Services or to discipline any employee of the Contractor specified in such notice. FTC shall not be liable either to the Contractor or to the employee in respect of any liability, loss or damage occasioned by such removal or disciplinary action and the Contractor shall on demand fully and promptly indemnify FTC against any claims made by such employee.
- 2.7.6. At the expiry of the Contract period or upon the determination by FTC in accordance with the Conditions, FTC shall be entitled to offer employment to any person employed by the Contractor in the performance or supervision of the Services, and in the event of such a person accepting

employment with FTC, the Contractor shall forthwith release such person from all Contracts of Service.

**2.7.7.** The Contractor shall endeavour to employ local residents in connection with the Services.

**2.8. Uniforms and Identification**

**2.8.1.** The Contractor shall ensure that all persons employed in the performance of the Services including Supervisors shall at all times be properly attired and presentable in the appropriately identifiable uniforms or clothing which shall have been approved by the Supervising Officer. The clothing provided shall be adequate and sufficient to afford protection to the employee in the performance of their duties.

**2.8.2.** Representatives of the Contractor shall carry at all times identity cards in a form approved by the Supervising Officer and make such cards available for inspection on request by any Officer of FTC who similarly shall disclose their identity.

**2.8.3.** When requested to do so, or when communicating with other persons as a representative of the Contractor, all persons employed by the Contractor in the performance of the Services shall disclose their identity.

**2.9. Agency**

**2.9.1.** The Contractor is not and shall in no circumstances hold themselves out as being authorised to enter into any Contract on behalf of FTC or in any other way to bind FTC to the performance, variation, release or discharge of any obligation.

**2.9.2.** The Contractor shall in no circumstances hold themselves out as having the power to make, vary discharge or waive any byelaw or regulations of any kind.

**2.9.3.** The employees of the Contractor shall not hold themselves out to be and shall not be held out by the Contractor as being, servants or agents of FTC for any purposes whatsoever.

**2.10. Gratuities**

**2.10.1.** The Contractor shall not whether by themselves or by any person employed by him to perform the Services, solicit any gratuity or tip or any other form of money-taking or reward, collection or charge for any of the Services other than Bona Fide charges approved by FTC.

**2.11. Quality Control**

**2.11.1.** The Contractor shall include for the proper supervision of the Contractor's workforce and any sub-Contractors employed; and to ensure the recording, in records kept for the purpose, of any feedback received in connection with the provision or failure to provide the Services, whether received orally or in writing, and whether from members of the public or others, and of the action taken by the Contractor in respect of each such complaint.

**2.11.2.** The quality control system maintained by the Contractor in accordance with these Conditions shall be in addition to and not prejudice: -

a) Any independent inspection or system of control undertaken by FTC.

b) The issue of any instruction or Default Notice, to the Contractor by FTC.

**2.11.3.** The Contractor shall deal with any feedback received in a prompt, courteous, efficient and professional manner, and any unresolved complaints received or referred to FTC may be investigated by the Supervising Officer, and may, where considered appropriate, result in the issue of warning notices, etc, and have financial consequences in accordance with the Conditions.

**2.12. Due Diligence and Contractor's Warranty**

**2.12.1.** The Contractor acknowledges and confirms that:

a) They have had an opportunity to carry out a thorough due diligence exercise in relation to the Service and has asked FTC all the questions it considers to be relevant for the purpose of

establishing whether it is able to provide the Service in accordance with the terms of this Agreement;

- b) they have received all information requested by it from FTC to enable it to determine whether it is able to provide the Service in accordance with the terms of this Agreement;
- c) they have made their own enquiries to satisfy themselves as to the accuracy and adequacy of any information supplied to them by or on behalf of FTC;

**2.12.2.** and they have entered into this Agreement in reliance on their own due diligence, except as otherwise provided in this Agreement, no representations, warranties or undertakings shall be taken to have been made or implied from anything said or written in any dialogue or discussion or exchange between the parties prior to the Contract Commencement Date, except as expressly stated in this Agreement. The Contractor acknowledges and agrees that they have not relied upon any information given or representation made by or on behalf of FTC in entering into this Agreement.

**2.12.3.** The Contractor shall not be entitled to recover additional costs from FTC or be relieved of any contractual obligations due to inaccurate information unless:

- a) the information provided by or on behalf of FTC was fundamentally misleading, and
- b) the Contractor could not reasonably have been expected to identify the inaccuracy at the time of receipt, and
- c) the inaccuracy directly caused additional costs or an adverse effect on performance. In such cases, the Contractor may recover reasonable additional costs or seek relief from certain obligations, subject to the Change Control Procedure

### **3. CONTRACT SUM ADDITIONS DEDUCTIONS INTERIM CERTIFICATES**

#### **3.1. Monthly Statements**

- 3.1.1.** The Contractor shall submit to the Supervising Officer or their representative after the end of each calendar month a statement showing:
- 3.1.2.** Their valuation of the work undertaken in respect of each aspect of the Contract up to the end of that month;
- 3.1.3.** The amounts to which the Contractor considers themselves entitled in connection with any variation or instruction for additional services duly authorised by the Supervising Officer.
- 3.1.4.** All invoices shall be sent to The Supervising Officer via Email.
- 3.1.5.** Along with the Monthly invoice, a breakdown report of all works completed as part of the Contract, shall be sent to the Supervising Officer. The invoice value should equally match all works completed.
- 3.1.6.** The Contract Price is stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by FTC following delivery of a valid VAT invoice. The Contractor shall indemnify FTC against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on FTC at any time in respect the Contractor's failure to account for, or to pay, any VAT relating to payments made to the Contractor under this Agreement.
- 3.1.7.** The Contractor shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to FTC pursuant to this Agreement. Such records shall be retained for inspection by FTC for the duration of this Agreement and for 6 years thereafter.

#### **3.2. Certification**

- 3.2.1.** within twenty-eight (28) days of receiving the Contractor's monthly statement, the Supervising Officer shall certify the amount payable, making any necessary deductions or adjustments. If any modifications are made to the sum claimed, the Supervising Officer shall provide the Contractor with a written explanation within this period.
- 3.2.2.** FTC shall then pay the certified amount to the Contractor, deducting any previous payments made on account. The final amount payable will include any applicable Value Added Tax (VAT) and any other sums the Supervising Officer deems due based on the monthly statement.

### **3.3. Additions and Deductions**

#### **3.3.1. Variations**

The Supervising Officer shall also have the authority to amend any monthly statement in respect of:

- a) The addition or deduction of the value of any additional work or omissions, provided such work or omissions have been duly authorised.
- b) Any adjustments to the Contract Sum as required by the Conditions. Where the Conditions specify that an amount is to be added to or deducted from the Contract Sum, the ascertained amount (in whole or in part) shall be incorporated into the computation of the next Interim Certificate.

#### **3.3.2. Adjustments to Service Standards**

Service standards and frequencies may be adjusted annually in April or as required, in line with the Conditions of Contract.

### **3.4. Interest on Overdue Payments**

- 3.4.1. In the event of failure by the Supervising Officer to certify or FTC to make payment in accordance with the Conditions, FTC shall pay to the Contractor interest on any payment overdue thereunder at a rate per annum equivalent to the bank of England's Base Rate current on the day upon which such payment first becomes overdue.
- 3.4.2. In the event of variation in the said Base Rate being announced whilst such payment remains overdue the interest payable to the Contractor for the period that such payment remains overdue shall be correspondingly varied from the date of each such variation.

### **3.5. Copy Certificate**

- 3.5.1. A copy of the valuation (including amendments) which the Supervising Officer has used to prepare the Certificate of Payment shall be sent to the Contractor.

## **4. SUPERVISING OFFICER'S INSTRUCTIONS AND CONTRACTOR'S PERSONNEL**

### **4.1. The Supervising / Authorised Officer**

- 4.1.1. The functions, rights and powers conferred by this Contract upon FTC shall be exercised by the Supervising Officer. The Supervising Officer may nominate persons to act on their behalf and the duties and extent of authority will be given in writing to the Contractor.

### **4.2. Compliance with Supervising Officer's instructions**

- 4.2.1. The Contractor shall appoint a Contract Manager who shall be responsible for matters allocated to him under this Agreement and who shall be the principal point of contact for the Contractor. All communications, documentation, notices and materials relating to this Agreement and sent or provided to the Contractor shall be marked for the attention of the Contract Manager.
- 4.2.2. The Contractor shall forthwith comply with all instructions issued to him by the Supervising Officer in regard to any matter in respect of which the Supervising Officer is expressly empowered by the Conditions to issue instructions.
- 4.2.3. The Contract Manager, and the Supervising Officer, shall have the authority to act on behalf of their respective parties on the matters for which they are expressed to be responsible. Without limitation, they shall be responsible for:
- 4.2.4. Overseeing the conduct and quality of the Services;
- 4.2.5. Arranging and attending (personally or by representative) progress and review meetings
- 4.2.6. Using reasonable endeavours to resolve issues arising under this Agreement save that they shall refer all disputes which are outside their ordinary authority to resolve to appropriate members of their senior management

#### **4.3. Contractor's Personnel**

- 4.3.1.** At all times, the Contractor shall ensure that:
- 4.3.2.** Each of the Contractor's Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
- 4.3.3.** there is an adequate number of Contractor's Personnel to provide the Services properly;
- 4.3.4.** The Contractor's Personnel are adequately supervised and are informed of, and are discharging their duties in accordance with, the terms of this Agreement;
- 4.3.5.** The Contractor's Personnel are properly attired according to the nature of their duties in identifiable uniforms.
- 4.3.6.** the Contractor's Personnel comply with all policies and Laws in relation to their discharge of the Services;
- 4.3.7.** Only those persons who are authorised by the Contractor are involved in providing the Services; and
- 4.3.8.** The Supervising Officer may, after due consideration of all the relevant circumstances, request that the Contractor, by notice in writing citing reasons, any of the Contractor's Personnel who FTC reasonably decides to have failed to carry out their duties with reasonable skill. Following the removal of any of the Contractor's Personnel for any reason, the Contractor shall ensure such person is replaced promptly with another person with the necessary qualifications, training and skills to meet the requirements for the provision of the Services at no additional cost to FTC.

### **5. CONTRACT DOCUMENTS, OTHER DOCUMENTS, ISSUE OF CERTIFICATES**

#### **5.1. Supply of Documents**

Upon accepting the Tender two copies of the Conditions of Contract, the Specification and (unpriced) Bill of Quantities and one copy of the Drawings shall be furnished to the Contractor free of charge electronically. Copyright of the Specification and of the Bill of Quantities (except the pricing thereof) and the Drawings shall remain with FTC (and, in the case of maps and drawings, with the Ordnance Survey) but the Contractor may obtain or make at their own expense any further copies required by him for the purposes of carrying out works under the Contract.

#### **5.2. Notices**

- 5.2.1.** Any notice or other communication given to a party under or in connection with this agreement shall be in writing marked for the attention of the Contract Manager (in the case of notices or other communications to the Contractor) or the Supervising Officer (in the case of notices or other communications to FTC) and shall be:
  - a)** delivered by hand or by pre-paid first-class post or other next Working Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 5.2.2.** Any notice or other communication shall be deemed to have been given:
  - a)** If delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
  - b)** if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00am on the second Working Day after posting or at the time recorded by the delivery service as being the time of delivery;
- 5.2.3.** Notices required by this agreement may be sent by email. Day to day communications required for the proper management of this agreement and the proper provision of the Services may be sent by email.

## **6. STATUTORY OBLIGATIONS**

### **6.1. British Standards**

- 6.1.1.** Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution or International Standard issued by the ISO is current, all materials used or supplied, and all workmanship shall be in accordance with the Standard.

### **6.2. Observation of Statutory Requirements**

- 6.2.1.** The Contractor shall comply with all statutory and other provisions to be observed and performed in connection with the Services provided under the Contract and shall indemnify FTC accordingly.

### **6.3. Giving Notices and Payment of Fees**

- 6.3.1.** The Contractor shall give all notices and pay all fees required to be given or paid by any Act of Parliament or any Regulation of any local or other statutory authority in relation to the performance of Services and by the rules and regulations of all public bodies and companies whose property or rights are or may be affected in any way by the performance of the Services. The Contractor shall include in their prices for all such fees.
- 6.3.2.** The Contractor shall ascertain and conform in all respects with the provisions of any Act of Parliament and the Regulations and Bye-laws of any local or other statutory authority which may be applicable and with such rules and regulations of public bodies and companies as aforesaid and shall keep FTC indemnified against all penalties and liabilities of every kind of breach of any such Act, Regulation or Bye-law.
- 6.3.3.** If brought to the Supervising Officers attention that the Specification or instruction is contrary to any Act or Regulation the Supervising Officer will issue such variation to ensure conformity with such Act or regulation.
- 6.3.4.** If the Specification or instruction of the Supervising Officer shall at any time be found not to be in conformity with any such Act, Regulation the Supervising Officer shall issue such instructions including the ordering of a variation under [Clause 8](#) of Contract as may be necessary to ensure conformity with such Act.

### **6.4. New Road and Street Works Act 1991**

- 6.4.1.** The Contractor must comply with the requirements of the New Roads and Street Works Act 1991 (NRSWA) and any subsequent amendments when working on the public highway. All signing and guarding must adhere to the standards outlined in Chapter 8 of the Traffic Signs Manual (as issued by the Department for Transport) and the relevant provisions of the NRSWA, including any updates or revisions to these guidelines or legislation.

## **7. WORKS MATERIAL AND GOODS**

### **7.1. Kinds and Standards**

All materials and goods should be of a suitable standard for the work for which they are require'

### **7.2. Programme and Method of Work**

- 7.2.1.** Within 21 days after the acceptance of this Tender the Contractor shall, submit to the Supervising Officer for their approval details showing the order of procedure in which they propose to perform the

whole of the Services. Thereafter they shall provide any additional details and information as the Supervising Officer may reasonably require.

- 7.2.2.** If, at any stage during the Contract Period, it appears to the Supervising Officer that the performance of the Service does not conform to the agreed details, the Supervising Officer shall be entitled to require the Contractor to conform to the agreed programme or to produce revised details to ensure compliance with the Contract.

### **7.3. Approval of Programme and Method of Works**

- 7.3.1.** The Supervising Officer will at all stages of the Contract Period inform the Contractor in writing within a reasonable period that either: -

- a) The Contractor's proposals have been approved.
- b) In what respects the Contractor's proposals do not meet the requirements of the Contract.

- 7.3.2.** The Contractor shall make such changes or take such steps as necessary to obtain the approval of the Supervising Officer.

### **7.4. Premises Depots and Stores**

- 7.4.1.** The Contractor shall at all times during the Contract Period provide and maintain such premises as are necessary for the proper performance of the Services.

### **7.5. Vehicles Plant and Machinery**

- 7.5.1.** The Contractor shall at all times during the Contract Period provide and maintain all such vehicles, plant, machinery and equipment (hereinafter together referred to as "Plant") as is necessary for the proper performance of the Services.

- 7.5.2.** The Contractor shall at all times be fully responsible for licensing and for the payment of all licensing fees, taxes and insurances required in connection with or arising out of the possession or use of all Plant employed in the performance of the Service.

- 7.5.3.** The Contractor shall at their own expense keep all Plant employed in the performance of the Services at all times in good and serviceable repair and in such condition as is commensurate with the proper performance by the Contractor of their obligations under this Contract.

- 7.5.4.** The Contractor shall ensure that he has an adequate level of reserve Plant available to him at all times as lack of suitable Plant will not be considered as a reason for non-performance of the requirements of the Contract.

### **7.6. Plant Operation and Use**

- 7.6.1.** The Contractor shall ensure that: -

- 7.6.2.** Drivers and operators of the Plant shall be duly trained and made aware of their responsibility for the safe operation and use of the Plant;

### **7.7. Default in Performance**

- 7.7.1.** At any time after four weeks from the Commencement Date: -



- 7.7.2.** The Supervising Officer may investigate each case the Contractor has either failed to perform the Services completely in accordance with the provisions of the Contract or failed to carry out service in accordance with the agreed programme.
- 7.7.3.** Where the Supervising Officer is satisfied that in any particular case the Contractor has failed to perform the Services completely in accordance with the provisions of the Contract, he shall be entitled to instruct the Contractor in writing to remedy the failure in order to comply fully herewith within such reasonable period as the Supervising Officer may determine.
- 7.7.4.** If the Contractor fails to comply with an instruction of the Supervising Officer issued under **7.7.3** above the Supervising Officer shall be entitled to: -
- a) record in writing a Default Notice which shall be sent to the Contractor;
- 7.7.5.** In addition to any deductions which may be made, where more than 10 default notices are recorded in any one week or more than 25 in any four-week period, FTC may terminate the Contract in accordance with the appropriate Conditions of Contract.
- 7.7.6.** For the purposes of this Condition, each individual area of land or element of area of land making up the site can be the subject of a default notice.

## **7.8. Works in Default**

- 7.8.1.** If by reason of any accident or failure or other event occurring to, on or in connection with any premises, depot, vehicle, plant or machinery, or any part thereof either during the performance of the Services or at any other times any remedial or other work or repair shall in the opinion of the Supervising Officer be urgently necessary and the Contractor is unable or unwilling at once to do such work or repair FTC may by its own or other workmen do such work or repair as the Supervising Officer may consider necessary. If the work or repair so done by FTC is work which in the opinion of the Supervising Officer the Contractor was liable to do at their own expense under the Contract all costs and charges properly incurred by FTC in so doing shall on demand be paid by the Contractor to FTC or may be deducted by FTC from any monies due or which may become due to the Contractor. Provided always that the Supervising Officer shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing.

## **7.9. Default by Contractor vs Damage**

- 7.9.1.** If the Contractor, for whatever reason, fails to provide or perform the Services in whole or in part in accordance with the terms of the Contract then, without prejudice to any other remedy contained therein, FTC may, by its own or other workmen, provide and perform such Services or part thereof in which the Contractor has defaulted. The costs and charges incurred by FTC in so doing shall be paid by the Contractor to FTC on demand or may be deducted by FTC from any monies due or which may become due to the Contractor.

## **7.10. Materials and Chemicals**

- 7.10.1.** All Materials shall be of the respective kind described in the Contract and applied and used in accordance with the manufacturer's instructions and shall be subjected from time to time to such tests and the Supervising Officer may determine.
- 7.10.2.** FTC shall have the right to require the Contractor to withdraw any unsatisfactory Materials from use at any time during the Contract Period for any reason, without incurring liability or claim for any loss thereby occasioned.
- 7.10.3.** The cost of samples and tests of Materials shall be borne by the Contractor.

## **7.11. Reinstatement of Damage**

- 7.11.1.** In the case of any damage, loss or injury from any cause whatsoever shall happen to any of FTC's premises, plant or equipment occupied or used by the Contractor for the Purpose of this Contract, the

Contractor shall, at their own cost, repair and make good the same so that, at the end of the Contract Period, the said premises, plant or equipment shall be in good order and condition and in conformity with the requirements of the Contract and Supervising Officer's instructions. To the extent that any such damage, loss or injury arises from any of the Excepted 'Risks, the Contractor shall, if required by the Supervising Officer, repair and make good at the expense of FTC.

## **7.12. CERTIFICATES AND PAYMENTS**

### **7.12.1. Damages for part of the Services**

- a) If the Contractor omits or fails to perform any part of the Services within the time stipulated in a Default Notice and does not remedy the omission or failure in accordance with the Contract, the Supervising Officer shall notify the Contractor in writing of the continued failure. If the Contractor does not take corrective action within 28 days of receiving this notification, a further notice shall be issued. Each additional notice will reflect the ongoing non-compliance, and repeated failures may lead to contract termination.
- b) FTC reserves the right to recover demonstrable costs incurred as a direct result of the delay, including but not limited to administrative expenses, additional supervision, and any remedial action necessary to mitigate the failure.

## **8. VARIATIONS AND CHANGE CONTROL**

### **8.1. General Provisions**

- 8.1.1. Any modifications to this agreement, including omissions, additions, or other variations, must be approved in writing by the Supervising Officer and an authorised representative of the Contractor. No changes shall be valid unless documented in accordance with this Clause.
- 8.1.2. Until a variation is formally approved and implemented, both FTC and the Contractor must continue fulfilling their obligations under the existing terms of this agreement unless otherwise agreed in writing.
- 8.1.3. Any discussions regarding potential changes before formal approval shall not prejudice either party's rights.
- 8.1.4. Any work undertaken by the Contractor or its personnel without prior written authorization from the Supervising Officer shall be at the Contractor's sole expense, risk, and liability.
- 8.1.5. Total Annual Equivalent Sum (Estimated) based on the Bill of Quantities, subject to variation as per actual service delivery.
- 8.1.6. Provisional items (e.g. Hand Spray Herbicide or New Tree Planting) will be invoiced based on actual work undertaken during the contract period.

### **8.2. Variation Notice**

- 8.2.1. Discussions between FTC and the Contractor regarding a change may result in:
  - a) No further action.
  - b) A request from FTC to amend the agreement.
  - c) A recommendation from the Contractor to amend the agreement.
- 8.2.2. If FTC requests a change, the Contractor must return two signed copies of a Variation Notice to the Supervising Officer within two weeks, unless otherwise agreed.
- 8.2.3. If the Contractor proposes a change, it must be submitted in the same format. FTC shall provide a response within two weeks.
- 8.2.4. Each Variation Notice must include:
  - a) Title of the change.
  - b) Originator and date of the request or recommendation.
  - c) Reason for the change.
  - d) Detailed description, including any modifications to specifications.
  - e) Cost impact on an open-book basis, including any effect on the Contract Price.
  - f) Capital expenditure requirements and funding arrangements.
  - g) Implementation timeline and proposed acceptance criteria.

- h) Impact on other aspects of the agreement, including terms and conditions.
- i) Amendments to existing Necessary Consents or requirements for additional consents.
- j) Expiry date of the Variation Notice (minimum 70 working days).
- k) Signature provisions for both FTC and the Contractor.

**8.2.5.** For each Variation Notice submitted, the Supervising Officer shall:

- a) Assign a sequential number to the Variation Notice.
- b) Evaluate the Variation Notice and, within its validity period, either:
  - i. Request additional information.
  - ii. Approve the Variation Notice by signing two copies and returning one to the Contractor.
  - iii. Notify the Contractor of rejection.

**8.2.6.** A Variation Notice signed by both parties shall constitute a formal amendment to this Agreement.

### **8.3. Supervising Officer's Authority**

**8.3.1.** The Supervising Officer may issue written instructions requiring the Contractor to:

- a) Suspend or cease specific services for a defined period.
- b) Perform services in a specified manner.
- c) Undertake additional services outside the contract scope, provided they are similar to existing services. Payment will be based on agreed contract rates or, if necessary, Daywork Rates.
- d) Adjust the Programme as required, with reasonable notice given before changes take effect.

**8.3.2.** The Contractor must promptly comply with all written instructions issued by the Supervising Officer.

### **8.4. Valuation Rules**

**8.4.1.** Variations shall be valued in accordance with the following rules:

**8.4.2.** Where the additional or substituted work is of a similar character to, is executed under similar conditions as, and does not significantly change the quantity of, work set out in the Contract Bills the rates and prices for the work so set out shall determine the Valuation.

**8.4.3.** Where the additional or substituted work is of a similar character to work set out in the Contract Bills but is not executed under similar conditions thereto and/or significantly changes the quantity thereof the rates and prices for the work so set out shall be the basis for determining the valuation and the valuation shall include a fair allowance for such difference in conditions and/or quantity.

**8.4.4.** Where the additional or substituted work is not of a similar character to the work set out in the Contract Bills the work shall be valued at fair rates and prices.

**8.4.5.** To the extent that the Valuation relates to an omission of work set out in the Contract Bills the rates and prices for such work therein set out shall determine the valuation of the work omitted.

## **9. CONTRACT SUM**

**9.1.** The quality and quantity of the work included in the Contract Sum shall be deemed to be that which is set out in the Contract Bills.

**9.1.1.** The Contract Sum may be adjusted in accordance with the express provisions of the Conditions any error whether arithmetic or not in the computation of the Contract Sum shall be deemed to have been accepted by the parties thereto.

## **10. VAT and OTHER TAXES**

**10.1.** The Contract Price is stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by FTC following delivery of a valid VAT invoice. The Contractor shall indemnify FTC against all liabilities, including interest, penalties, or costs, arising from the Contractor's failure to account for or pay VAT or any other applicable taxes

## **11. ASSIGNMENT AND SUBCONTRACTS**

### **11.1. Assignment**

- 11.1.1.** FTC shall be entitled to assign the benefit of this Contract or any part thereof to a statutory or other public body and shall give written notice of any assignment to the Contractor.
- 11.1.2.** The Contractor shall not assign the Contract or any part thereof of any benefit or interest therein or thereunder without the written consent of FTC, provided that any assignment occurring as a result of any internal reconstruction of a Contractor which is a limited company shall be deemed not to be a breach of this condition.

### **11.2. Subcontracts**

- 11.2.1.** The Contractor shall not sub-let the whole or part of the Services without consent from the Supervising Officer. Except where otherwise provided by the Contract the Contractor shall not sub-let any part of the services without the written consent of the Supervising Officer and such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts defaults and neglects of any sub-Contractor, their agents, servants or workmen, as fully as if they were the acts, defaults or neglects of the Contractor, their agents, servants or workmen.

## **12. INJURY TO PERSONS AND PROPERTY AND INDEMNITY TO FTC**

### **12.1. Liability of Contractor for personal injury or death and indemnity of FTC**

- 12.1.1.** The Contractor shall be liable for, and shall indemnify FTC against, any expense, liability, loss, claim, or proceedings arising under any statute or at common law in respect of personal injury or death of any person, provided such injury or death arises out of, occurs in the course of, or is caused by the carrying out of the Works. This indemnity does not apply to the extent that the injury or death is due to any act or neglect of FTC or any person for whom FTC is responsible, including employees or persons engaged by FTC.
- 12.1.2.** The Contractor shall be liable for, and shall indemnify FTC against, any expense, liability, loss, claim, or proceedings in respect of any loss, injury, or damage to property, whether real or personal. This liability applies insofar as such loss, injury, or damage arises out of, occurs in the course of, or is caused by the carrying out of the Works and is due to any negligence, breach of statutory duty, omission, or default by:
  - 12.1.3.** The Contractor, their servants, or agents.
  - 12.1.4.** Any person employed or engaged in connection with the Works.
  - 12.1.5.** Any person properly on the site in connection with the Works, other than FTC or any person employed, engaged, or authorised by FTC, a local authority, or a statutory undertaker performing work solely in the pursuance of its statutory rights or obligations.
- 12.1.6.** This liability and indemnity exclude loss or damage to any property required to be insured under this agreement if caused by a Specific Peril.

### **12.2. Nuisance and Damage**

- 12.2.1.** The performance of the Service shall be carried out in a reasonable manner without causing noise, nuisance, damage, or a disturbance. The Contractor shall indemnify FTC from and against any liability for damages on account of any such noise, nuisance, damage, or disturbance whilst performing the Services and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in regard or in relation to such liability.
- 12.2.2.** All operations necessary for the purposes of the Contract shall, so far as compliance with the requirements of the Contract permits, be performed so as not to interfere unnecessarily with the public use of the Site or the access of public or private roads and footpaths or of properties whether in the possession of FTC or of any other person and the Contractor shall indemnify FTC in respect of

all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.

- 12.2.3.** The Contractor shall be required to provide all necessary barriers, footways, and signs for the proper protection of employees, members of the public and users of facilities during the performance of the Service.
- 12.2.4.** The Contractor shall take all reasonable measures to prevent nuisance from dust, water, noise, rubbish, arising, debris, and the like.
- 12.2.5.** All motorised equipment must be fitted with effective silencers and television interference suppressers.
- 12.2.6.** Burning of rubbish, arisings, cuttings, and debris will not be permitted unless by written approval of the Supervising Officer. No burning will be allowed within 15 meters of properties or of the highways or of trees. During burning, fires must be attended at all times and must be dowsed and raked over upon completion of the working day.
- 12.2.7.** Except for arisings, cuttings and debris burnt the Contractor shall remove from site all accumulations of rubbish, cuttings arisings, and debris produced during the performance of the Services. All such arisings, cuttings, rubbish shall be removed at the end of each working day or when deemed reasonable and taken only to a licensed and recognised tip or chipped and/or composted. Any ash, spoil or the like shall be disposed of in the same manner.
- 12.2.8.** Subject to, and without prejudice to any other provision of the Contract the Contractor shall take all reasonable precautions:-
  - a)** In connection with any rivers streams waterways drains watercourses lakes and the like to prevent silting, erosion of their beds or banks, pollution of the water so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.
  - b)** In connection with underground water resources (including percolating water) to prevent any interference with the supply to or abstraction from such sources, pollution of the water so as to adversely affect the quality thereof.

### **13. INSURANCE AGAINST INJURY TO PERSONS AND PROPERTY**

#### **13.1. Liability of the Contractor**

- 13.1.1.** The Contractor shall fully and promptly indemnify FTC against any liability to any person arising from or connected with:
  - a)** The execution of the Contract, or
  - b)** Any act or omission by the Contractor's employees.
- 13.1.2.** The Contractor shall fully indemnify FTC for any damage caused to FTC's land, buildings, or property by the Contractor's employees or agents, regardless of whether the damage is caused by negligence or other reasons, arising from the execution of the Contract.
- 13.1.3.** The Contractor shall indemnify FTC and all related persons for any personal injury caused to FTC employees by the Contractor's employees or agents, regardless of negligence or other causes, arising from the execution of the Contract.

#### **13.2. Insurance**

##### **13.2.1. Required Policies**

The Contractor shall maintain insurance policies with reputable insurers approved by FTC, ensuring a minimum coverage of £10,000,000 per incident during the Contract Period. These policies must cover:

- a)** FTC and its employees;
- b)** The Contractor's employees;
- c)** Any third party;
- d)** Full replacement cost of equipment;

- e) Any additional insurance required by law.

#### **13.2.2. Private Property Coverage**

The Contractor shall indemnify FTC against liability for damage to private property (real or personal) caused by negligence, omissions, or defaults of the Contractor or their sub-contractors during the execution of services.

#### **13.2.3. Provision of Documentation**

Before commencing the Contract and annually thereafter (or as requested), the Contractor must supply copies of insurance policies, cover notes, premium receipts, and other relevant documents to the Supervising Officer.

#### **13.2.4. Adjustment of Coverage**

If the Supervising Officer deems the Contractor's insurance insufficient, they may require the Contractor to procure additional coverage. If the Contractor fails to comply, FTC may arrange the necessary insurance at the Contractor's expense.

#### **13.2.5. Public Liability Insurance**

The Contractor's public liability insurance must include an indemnity to principals clause, indemnifying FTC against claims for death, injury, or property damage related to the Contractor's services.

#### **13.2.6. Risk Management**

The Contractor shall:

- a) Implement prudent risk management measures in line with Good Industry Practice;
- b) Promptly notify insurers of any material facts;
- c) Maintain possession of all insurance policies and related documents.

#### **13.2.7. Insurer Compliance**

The Contractor shall avoid actions or inactions that might void insurance claims or coverage.

### **13.3. Liability of FTC**

- 13.3.1.** FTC is not liable for any loss or damage except for direct and unavoidable losses caused by negligence of FTC, its employees, or agents. The Contractor must mitigate such losses.

### **13.4. Specific Perils**

- 13.4.1.** Specific Perils include:

- a) Fire, lightning, explosion, storm, flood, earthquake, and aircraft-related damage;
- b) Damage from civil commotion, riots, or overflowing water tanks.

Excluded are Excepted Risks (see 13.5 below).

### **13.5. Excepted Risks**

- 13.5.1.** Excepted Risks include:

- a) War, invasion, rebellion, or insurrection;
- b) Ionising radiation or nuclear contamination;
- c) Sonic pressure waves from supersonic aircraft;
- d) FTC's use or occupation of the Works by agents or Contractors not employed by the primary Contractor.

## **14. DATE OF COMMENCEMENT OF SERVICES, COMPLETION AND POSTPONEMENT**

### **14.1. Date of Commencement**

- 14.1.1.** On the Date of Commencement, the sites shall be available to the Contractor who shall thereupon begin the Services and regularly and diligently proceed with the same and shall complete the same on or before the Date of Completion.

## **15. LOSS AND EXPENSE CAUSED BY MATTERS MATERIALLY AFFECTING REGULAR PROGRESS OF THE WORK**

### **15.1. Matters materially affecting regular progress of the Works**

**15.1.1.** If the Contractor makes written application to the Supervising Officer which the Contractor may give their qualification in the execution of this Contract for which he would not be reimbursed by a payment under any other provision in this Contract due to deferment of giving access to any site or because the regular progress of the Works or any part thereof has been or is likely to be materially affected by any matters outside the control of the Contractor, and if and as soon as the Supervising Officer is of the opinion that the direct loss and/ or expense has been incurred or is likely to be incurred due to any such deferment of giving access or that the regular progress of the Works or any part thereof has been or is likely to be so materially affected as set out in the application of the Contractor then the Supervising Officer from time to time thereafter shall ascertain, or shall instruct the Contractor to ascertain, the amount of such loss and/ or expense which has been or is being incurred by the Contractor provided always that:-

**15.1.2.** The Contractor's application shall be made as soon as it becomes or should reasonably have become apparent to him that the regular progress of the Works or any part thereof has been or was likely to be affected as aforesaid: and

**15.1.3.** The Contractor shall in support of their application submit to the Supervising Officer upon request such information as should reasonably enable the Supervising Officer to form an opinion as aforesaid: and

**15.1.4.** The Contractor shall submit to the Supervising Officer upon request such details of such loss and/or expense as are reasonably necessary for such ascertainment aforesaid.

## **15.2. List of Matters**

**15.2.1. The following are the matters referred to above:**

- a) Failure of the Supervising Officer to supply information formally requested by the Contractor.
- b) Work executed by FTC not forming part of this Contract.
- c) The supply of goods or materials which FTC has agreed to provide.
- d) Failure by FTC to give access to any site in the possession of and in control of FTC.
- e) Any impediment, prevention or default whether by act or omission, by FTC or any person for whom FTC is responsible except to the extent that it was caused by or contributed to by any default, whether act or omission, of the Contractor or their servants, agents or sub-Contractors.

## **16. DETERMINATION BY FTC**

### **16.1. Bribery and Corruption**

**16.1.1.** FTC shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if:

- a) The Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the Contract or any other Contract with FTC.

Or

- b) The like shall have been done by any person employed by the Contractor or acting on their behalf (whether with or without the knowledge of the Contractor).

Or

- c) In relations to any Contract with FTC the Contractor or persons employed by him or acting on their behalf shall:

- i. Have committed any offence under the Prevention of Corruption Acts 1889 to 1916

Or

- ii. Have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

## **17. TERMINATION PAYMENT AND AGREEMENT TERMINATION**

- 17.1. Termination Payment** - If part or all of the services are terminated, the payment due (Termination Sum) will only cover the affected services and will include:
- 17.1.1.** Loss of Profit – 3% of the remaining contract cost, adjusted based on the average inflation rate of the past three years.
- 17.1.2.** Loss on Sale of Assets – The difference between the asset's book value and its remaining finance cost, minus its sale price (unless FTC has taken ownership)
- 17.1.3.** Exit Costs – Any reasonable and pre-approved costs for ending leases needed for the services.
- 17.2. Agreement Termination** - Without prejudice to any other right or remedy, FTC may terminate this agreement in whole or part with immediate effect by serving written notice on the Contractor in the following circumstances:
- 17.2.1.** The events referred to in clause 7.7 concerning defaults in performance.
- 17.2.2.** If the Contractor is in breach of any material obligation under this agreement, provided that if the breach is capable of remedy, FTC may only terminate this agreement under this clause 17 if the Contractor has failed to remedy such breach within 28 days of receipt of notice from FTC to do so.
- 17.2.3.** Additionally, FTC may terminate the agreement if:
- a)** Any items listed under Specific Perils have occurred;
  - b)** There is an Insolvency Event;
  - c)** There is a change of control of the Contractor within the meaning of section 1124 of the Corporation Tax Act 2010 to which FTC reasonably objects; and
  - d)** Any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.

## **18. DETERMINATION BY THE CONTRACTOR**

### **18.1. Notices**

- 18.1.1.** Any notice given under this Clause shall be in writing and given by actual delivery or by special delivery, Email, or recorded delivery. If sent by special or recorded delivery the notice or further notice shall, subject to proof to the contrary, be deemed to have been received 48 hours after the date of posting (excluding Saturday and Sunday and Public Holidays).

### **18.2. Default by FTC – suspension of works**

- 18.2.1.** If FTC shall make default in any one or more of the following respects:
- a)** FTC does not pay by the final date for payments the amount properly due to the Contractor in respect of any certificate and/or any VAT on that amount pursuant to the VAT agreement; or
  - b)** FTC interferes with or obstructs the issue of any certificate due under this Contract;
- 18.2.2.** The Contractor may give to FTC notice specifying the default or defaults. If before the date of completion, the carrying out of the whole or substantially the whole of the uncompleted Services is suspended for a continuous period of three months by reason of one or more of the following events:
- a)** The failure of FTC to provide requested information;
  - b)** Failure of FTC to provide in due time ingress or egress from the site of the works or any substantial part of the works.
- 18.2.3.** The Contractor may give to FTC a notice specifying the event or events (the specified suspension event or events) If FTC continues a specified default or a specified suspension event is continued for 14 days from receipt of the notices specified above then the Contractor may on, or within 10 days from, the expiry of that 14 days by a further notice to FTC determine the employment of the Contractor under this Contract.
- 18.2.4.** A notice of determination shall not be given unreasonably or vexatiously

## **19. WORKS BY FTC OR PERSONS EMPLOYED BY FTC**

### **19.1. Notification of Other Works**



**19.1.1.** FTC will issue a notice if other Contractors are performing work that may impact Contractor's ability to perform scheduled work.

## **20. NOMINATED SUPPLIERS**

### **20.1. Definition of a Nominated Supplier**

**20.1.1.** In the Conditions Nominated Supplier means a supplier to the Contract who is nominated by the Supervising Officer in one of the following ways to supply material or goods which are to be used by the Contractor:

- a) Where a Prime Cost Sum is included in the Contract Bills in respect of those materials or goods and the supplier is either named in the Contract Bills or subsequently named by the Supervising Officer in an instruction issued in writing.
- b) Where a Provisional Sum is included in the Contract Bills and in any instruction by the Supervising Officer in regard of expenditure of such sum and the supply of materials or goods is made the subject of a prime cost sum and the supplier is named by the Supervision Officer in an instruction issued in writing.
- c) Where a Provisional Sum is included in the Contract Bills and in any instruction by the Supervising Officer for which there is a sole source of supply; the sole supplier shall be deemed to have been nominated by the Supervising Officer.
- d) Where the Supervising Officer requires or sanctions a Variation and specifies materials or goods for which there is a sole supplier, the supply of goods or materials shall be made the subject of a prime Cost Sum in the instruction or written sanction issued by the Supervising Officer.

**20.1.2.** In the Conditions the expression Nominated Supplier shall not apply to a supplier of materials or goods which are specified in the Contract Bills to be used by the Contractor unless such materials or goods are the subject of a prime cost sum in the Contract Bills.

### **20.2. Supervising Officer's right to nominate suppliers**

**20.2.1.** Save where the Supervising Officer and the Contractor shall agree, the Supervising Officer shall only nominate as a supplier a person who will enter into a Contract of sale with the Contractor which provides inter alia:

- a) that the materials or goods to be supplied shall be to the quality and standard specified;
- b) that the Nominated Supplier shall make good by replacement or otherwise any defects in the materials or goods supplied which appear up to and including the last day of the Contract and shall bear any expenses reasonably incurred by the Contractor as a direct consequence of such defect provided that:
  - i. such defects are not such that reasonable examination by the Contractor ought to have revealed them prior to use.
  - ii. Such defects are due solely to defective workmanship or material in the goods supplied and shall not have been caused by improper storage by the Contractor or by misuse or by any act of neglect of either the Contractor, the Supervising Officer or FTC or by any person or persons for whom they may be responsible or for any other person for whom the Nominated Supplier is not responsible.
  - iii. The ownership of materials or goods shall pass to the Contractor upon delivery by the Nominated Supplier to or to the order of the Contractor, whether or not payment has been made in full.

### **20.3. Contract of sale – restrictions, limitations or exclusions of liability**

Where the said Contract of sale between the Contractor and the Nominated Supplier in any way restricts, limits or excludes the liability of the Nominated Supplier to the Contractor in respect of materials or goods supplied or to be supplied and the Supervising Officer has specifically approved in

writing the said restrictions, limitations or exclusions, the liability of the Contractor to FTC in respect of the said materials or goods shall be restricted, limited or excluded to the same extent.

## **21. FLUCTUATIONS**

### **21.1. Review**

**21.1.1.** From 1st April 2026 and thereafter annually, the Rates, and the Daywork rates shall be increased or decreased on the Review Date by a percentage equivalent to the proportionate rise or fall in the Consumer Price Index (CPI) less a factor representing a continued efficiency saving.

**21.1.2.** For the purposes of this Clause:

- a) Final Index Figure shall mean any CPI Figure appropriate not qualified as provisional. b) Base Index Figure (B) shall mean the appropriate Final Index Figure applicable March 2025.
- b) Current Index Figure (C) shall mean the appropriate Final Index Figure applicable to the month prior to each Review Date; d) The factor representing the required continuing efficiency saving is 0.5% per annum.

**21.1.3.** The increase or decrease in the rates to be applied in the determination of the amounts under [Clause 3](#) shall be calculated by multiplying those rates in the Tender Documents by a fraction less the efficiency factor. The numerator of the fraction is the relevant Current Index Figure minus the relevant Base Index Figure and the denominator of which is the relevant Base Index Figure.

**21.1.4.** Provisional Index Figures may be used for the provisional adjustment of interim valuation, but such adjustments shall be subsequently re-calculated on the basis of the corresponding Final Index Figures.

### **21.1.5. Examples**

- a) Base Index Figure (B): 377.30 (as of November 2023)
- b) Current Index Figure (C): 390.90 (as of November 2024)
- c) Formula:  $((C - B) \div B) \times 100 - 0.5 = \% \text{ adjustment per year}$ 
  - i. e.g.  $(390.90 - 377.30) \div 377.30 \times 100 - 0.5 = 3.105\%$ .

## **22. SETTLEMENT OF DISPUTES**

### **22.1. Arbitration**

**22.1.1.** If any unresolved dispute or difference concerning this Contract shall arise between FTC or the Supervising Officer on its behalf and the Contractor, such dispute or difference shall be and is thereby referred to the arbitration and final decision of a person to be agreed between the parties or, failing agreement within 14 days after either party has given to the other a written request to concur in the appointment of an arbitrator, a person to be appointed on the request of either party by the President of the Institute of Arbitrators or a person appointed by them.

**22.1.2.** The Arbitrator shall be entitled to make such decision or award as he thinks just and equitable having regard to the circumstances then existing the cost of such arbitration to follow the event or in the event of neither party succeeding to be apportioned between the parties by the Arbitrator in such proportions as they in their absolute discretion thinks fit.

**22.1.3.** Any award or decision of such Arbitrator shall be final and binding on the parties thereto.

**22.1.4.** Unless the Contract shall have already been determined or abandoned the Contractor shall in every case continue to proceed with the Services with all due diligence and the Contractor and Council shall both give effect forthwith to every such decision of the Supervising Officer unless and until the same shall be revised by an arbitrator as thereafter provided.

## **23. HEALTH AND SAFETY**

### **23.1. General Compliance**

**23.1.1.** The Contractor must comply with all applicable health and safety laws, including those governing Service delivery and workplace safety; and

- a) the Contractor's own health and safety policy.

## **23.2. Reporting Incidents**

The Contractor must immediately notify FTC in writing of any incidents reportable under RIDDOR, ensuring compliance with all relevant health and safety regulations.

## **23.3. Adherence to Best Practices**

Without limiting the aforementioned obligations, the Contractor shall ensure that all Services are delivered in accordance with:

- a) the latest guidance and codes of practice issued by the Health and Safety Executive (HSE), the Environment Agency (EA), the Waste Industry Health and Safety Forum (WISH), and any other relevant authority; and
- b) the Contractor's risk assessments and safe working practices, which must be continually updated to reflect the latest guidance and best practices.

## **24. ENTIRE AGREEMENT**

- 24.1.** This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 24.1.1.** Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## **25. COUNTERPARTS**

- 25.1.** This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each party has executed at least one counterpart.

## **26. GOVERNING LAW**

- 26.1.** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **27. JURISDICTION**

- 27.1.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

### **Schedule 1- Specification**

#### **FLEET TOWN COUNCIL**

#### **GROUNDS MAINTENANCE SPECIFICATION**

## **28. GENERAL INFORMATION AND REQUIREMENTS**

### **28.1. Introduction**

- 28.1.1.** This Specification sets out the general and detailed work required by FTC to be carried out under the Contract for the maintenance of public open spaces, parks and recreation areas, outdoor sports

pitches, woodland areas, formal and informal paths, ditches and watercourses and other areas requiring ground maintenance.

**28.1.2.** The Services are divided into classifications covering the main work elements comprising ground maintenance. Each classification is further sub-divided into sub-sections identifying the works at successive levels of detail.

**28.1.3.** Each sub-section identifies an item description to be used in the Bill of Quantities for individual work items. The specific item coverage for each element of work is defined in the preamble to the Bill of Quantities.

### **General Description of Service**

**28.1.4.** The total area of land to be maintained is approximately 33 Hectares.

**28.1.5.** Operations required include those involved in the maintenance of grass, hedges and shrubs, informal mixed planting, flowers, young and mature trees, hard surfaces, woodland, watercourses, play areas and sports pitches.

**28.1.6.** Ancillary works include strimming to edges and around obstacles, cutting back overgrowth, clearing annual leaf fall, weed control, the removal of debris and litter are included within the scope of the main headings, but no specific items are provided in the Bills of Quantities. Tenderers must include for all these ancillary work elements where applicable in their rates and prices for the primary maintenance operation.

**28.1.7.** Some items of maintenance are defined by outcome i.e. grass cutting and it is for the Contractor to determine the frequency of operation to maintain the stated outcome. Some items are defined by the operation i.e. cut back overgrowth and it is for the Contractor to determine the most expedient time to undertake the item of maintenance.

### **28.2. Description / Designation of Site of the Works – [site maps](#) in Appendix D**

**28.2.1.** The Services are to be performed on five parks, a number of informal open spaces, the cemetery and several public footpaths throughout the Town Area. The location of the sites is shown below. Very few of the sites are interlinked and individual access is primarily via the public highway. The sites can all be classified as urban or suburban. None of the sites are associated with public housing.

**28.2.2.** Below is a list of the sites owned and maintained by FTC, along with the “What 3 Words” location for the vehicle entrance points to the sites.

#### **a) [Ancells Farm Park](#)**

<https://w3w.co/completed.reported.stews>

FTC is responsible for approx. 5.17ha of land throughout Ancells Farm. The main park being approx. 3.2ha featuring open recreational spaces, including a football pitch, Pavilion, pathways, and two play zones with protective surfaces. The park includes a youth shelter and is bordered on the western edge by a drainage channel. To the northeast lies an extensive woodland crisscrossed by informal paths, offering opportunities for exploration and leisure. The park is accessible via Farm Drive. FTC also manage and maintain a Community Centre.

#### **b) [Basingbourne Park](#)**

<https://w3w.co/shunts.glance.cabbies>

<https://w3w.co/decreased.shipwreck.presides>

<https://w3w.co/dorms.official.stands>

**(Basingbourne Heath <https://w3w.co/relishing.winner.increased>)**

Covering approximately 7.25 hectares, Basingbourne Park comprises a level open green space with a football pitch, pavilion, junior playground, and an extensive area of secondary woodland. Notably, two parts of the area are designated as Sites of Importance for Nature Conservation (SINCs) and are subject to a conservation management plan. The woodland area to the northwest is interlaced with surfaced footpaths and streams. An over-8s playground and teenage recreation equipment have

been installed to enhance facilities for older children which sits adjacent to an older metal and wood themed play area for under 8's. Access is directly off Basingbourne Road.

c) **Calthorpe Park**

<https://w3w.co/resurgent.breathy.spelled>

<https://w3w.co/class.chucked.deluded>

<https://w3w.co/snows.organic.clinking>

Is the largest open green space in the Fleet Town area. With 11.02ha maintained by FTC, Calthorpe Park features five junior football pitches, six tennis courts, a sculpture play area, and Fleet Cricket Club (note: the land occupied by the cricket club is not included in this contract and makes up a further 3.46ha of land, totalling 14.48ha). The park includes a large junior and toddler play area in the lower field, with vehicle access via Merivale, and teenage play equipment in the upper field at the southwest end. The football pitches in the southwest corner are of lower quality and suffer from drainage issues due to the underlying old refuse tip. Several areas of open grassland have been enhanced with spring bulb plantings, adding seasonal colour. The park is surrounded by a strip of woodland on all sides, with some areas divided by mature hedges. Main access is directly off Reading Road North, with additional entrances via Crookham Road and Merivale. A formal footpath/cycleway owned and maintained by Hampshire County Council also provides access to the park.

d) **Oakley Park**

<https://w3w.co/hoofs.puppy.whiplash>

Spanning approximately 2.08 hectares, Oakley Park comprises a level grassland area predominantly occupied by a football pitch, shrub beds, a junior playground, and teen play equipment. An extensive area of woodland exists to the north and northwest of the recreation ground, crossed by The Brookly Stream and several formal and informal footpaths which run around the park and through the woodland. The Brookly Stream connects with Fleet Pond and is a designated Water Course which runs from Albany Road, where it enters Oakley Park via Culvert, and leaves at the Kings Road end of Oakley Park via a bridge culvert. Part of the woodland features a pond with SINC status and is subject to a conservation management plan. The park is accessed directly off Albany Road, with several pedestrian access points around the perimeter.

e) **The Views Meadows**

<https://w3w.co/remotes.angry.tigers>

Is a small urban park, predominantly open grassland. The southeastern half is level, then slopes down to the northwest, with the lower half sloping more gently northward. The upper level hosts a self-contained skateboard facility and a junior playground. A formal footpath and cycle path, adopted by Hampshire County Council, bisects the park in a southwest-northeast direction, connecting Victoria Road to Reading Road North, and continuing from / to Calthorpe Park. Some hedging and small shrub beds complete this otherwise plain open space. Access is directly off Harlington Way. Sensory areas are included within the park, such as an orchard and visual/scent area.

f) **Public Amenity Land between Wickham Place and Forest End**

<https://w3w.co/surviving.painters.abandons>

Connecting Basingbourne Park to the Basingstoke Canal, this land fronting the canal is primarily wet secondary woodland and scrub, forming an important bat environment. The area is poorly drained by several ditches. A footpath runs through the site, regularly used by children accessing Courtmoor School.

g) **Ancells Farm Chestnut Close Public Open Space**

<https://w3w.co/snaps.toothpick.alternate>

Linking Ancells Road and Farm Drive, this is a long, broad swathe of open amenity land comprising level grass areas, small groups of mature trees and shrubs, and a tarmac footpath.

h) **Ancells Farm Faulkners Close Footpath**

<https://w3w.co/freshen.regal.workroom>

An area of level open grassland adjoining the main Ancells recreation area, located behind the Faulkners Arms public house.

i) **Ancells Farm Drive/Saddleback Amenity Land**

<https://w3w.co/polka.bracing.chicken>

A small patch of open level grassland at the end of Saddleback Way, sheltered from Ancells Road by a mature laurel hedge.

j) **Leawood Road and New Barn Close Amenity Space**

<https://w3w.co/concluded.decoding.cherubs>

This small triangle of informal grassland is bisected by a shallow ditch and contains several semi-mature trees. The area is immediately in front of All Saints Junior School and accessed directly from Leawood Road

k) **Dukes Mead Amenity Space**

<https://w3w.co/farm.interview.worth>

This small knoll of green public space is predominantly occupied by coarse grass and ferns. The highest point is dominated by a stand of maturing oak trees. Some informal footpaths traverse the site. Access is directly off Dukes Mead.

l) **Holland Gardens Public Open Space**

<https://w3w.co/park.device.unleashed>

<https://w3w.co/jaundice.deep.wharfs>

This small patch of level open grass abutting the Basingstoke canal footpath is used as an informal play area. The site is bounded on three sides by residential gardens. Access is directly off Holland Road. A further small triangular patch of public land, dominated by a mature oak tree, exists to the west of the play area. Access is via the canal footpath or a narrow alleyway between houses 46 and 47 Holland Gardens.

m) **Durnsford Avenue Public Open Space**

<https://w3w.co/handbag.painters.prune>

This small level area of grass abuts the Basingstoke canal immediately opposite the Holland Gardens sites. Maintenance of the canal bank does not form part of this Contract. Access is directly off Durnsford Avenue.

n) **Longmead Public Open Space**

<https://w3w.co/operation.alerting.promoting>

This area of informal grassland immediately abuts Longmead Road and slopes in a south-westerly direction. A number of semi-mature trees are dispersed across the site.

o) **Fleet Cemetery and Adjoining Amenity Land**

<https://w3w.co/surfacing.matrons.movements>

<https://w3w.co/sobered.courts.landlords>

Accessed via Richards Close off Crookham Road, the main area of the cemetery is level and densely occupied with formal graves and ashes plots, crisscrossed by hard-surfaced footpaths. A significant number of mature pine trees exist across the site. The western part of the cemetery, which slopes predominantly to the southwest, currently serves as a "Garden of Remembrance" containing ashes plots and various memorials.

p) **Branksomewood Public Footpath**

<https://w3w.co/lamenting.anyone.traffic> too <https://w3w.co/sits.thorax.composes>

This is a tarmac surfaced footpath lined with privately owned fences and connects Branksomewood Road with Victoria Road.

q) **Fleet Road / High Street Benches**

<https://w3w.co/cunning.downs.bachelor>

All benches within Fleet High Street are owned and maintained by Fleet Town Council. A comprehensive list of these benches is included within the contract.

### **28.3. Quantities**

- 28.3.1.** Because of the generally level nature of the sites all areas have been taken as plan areas. Any adjustment for sloping surfaces shall be deemed to be included in the Contractor's rates and prices.
- 28.3.2.** The quantities set out in the Bill of Quantities are deemed to be correct for the purpose of the Tender.
- 28.3.3.** If at any stage during the Contract the Contractor doubts the accuracy of the information and of the quantities as set down in the Bill of Quantities, the Sites can be re-measured by the Contractor. If the re-measured areas are agreed by the Supervising Officer, then the Bill of Quantities will be adjusted.

### **28.4. Variation to Standards and Frequencies**

- 28.4.1.** The frequencies and standards specified within the documents may be varied, dependent principally, on the weather and growing conditions.
- 28.4.2.** For the purposes of Tender evaluation, the frequencies and numbers set out in the Specification and the Bills of Quantities shall be used for comparison purposes
- 28.4.3.** The rates tendered shall be deemed to apply to average conditions and the benefits of working in advantageous conditions shall be offset by the works being performed in disadvantageous conditions. The tendered rates shall be deemed to have accommodated a range of weather and ground conditions.
- 28.4.4.** Should subsequent events dictate that more or less cutting or other operations are required than those indicated in the Specification or Bills of Quantity the appropriate rates shall be applied pro-rata. Adjustments will be applied retrospectively at the end of each 12 (twelve) month cycle.

### **28.5. Materials**

- 28.5.1.** The Contractor will be required to provide a range of materials for the purpose of the Contract. Where the provision of any such materials is not included in the rates and prices in the Bills of Quantities, payment shall be made through the Prime Cost Item together with a percentage addition for administration and profit. The relevant percentage shall be identified in the Bills of Quantities.
- 28.5.2.** All materials shall remain the property of the Contractor until such time as they have been used in connection with the works. No payment will be made for materials on site prior to their use.
- 28.5.3.** Any operation including weed control, disease or infestation control and the like requiring the use of pesticides and herbicides shall be carried out in strict accordance with the suppliers instructions.
- 28.5.4.** Where the use of pesticides and herbicides fails to achieve the required result as a consequence of the Contractor's incorrect application, the Contractor shall be required to repeat the operation at their own expense.

### **28.6. Inclusive Nature of Operations**

- 28.6.1.** For all work operations set out in the Bill of Quantities and identified within these documents, the Contractor will include within their Tender rates for the provision of all labour, plant and provision of materials where specified, and for any other such requirements as contained in the Conditions of Contract.
- 28.6.2.** Where the Contractor is required to provide labour, plant or materials not covered by items within the Bill of Quantities, payment will be made at the appropriate Daywork Rate as set out in the Contractor's Tender.

### **28.7. Damage and Reinstatement**

- 28.7.1.** The Contractor shall be responsible, at their expense, for the repair and reinstatement of damage or other remedial works arising from any operations under the Contract, where, in the opinion of the Supervising Officer, there is such a requirement. They shall include damage to trees, plants, furniture, surfaces or structures caused incidentally or directly due to strimming, grass cutting or any other operations.



- 28.7.2. The Contractor shall include in their rates such provisions as they considers necessary for replacement, additional maintenance or remedial work caused by such damage. Such measures shall be implemented to the reasonable satisfaction of the Supervising Officer.
- 28.7.3. The Contractor shall be responsible for any loss to FTC arising from damage or injury caused as a result of operations carried out under the Contract.
- 28.7.4. Within the Contract operations, the Contractor is responsible for ensuring that new and replaced plants, trees or seeds etc., are satisfactorily established and healthy. The Contractor shall include in their rates for any such measures necessary to comply with their requirement.

## 28.8. Use of Experienced Labour

- 28.8.1. The Contractor is to provide experienced labour for a number of operations of grounds maintenance. The Contractor shall provide evidence of the suitability of their employees to undertake such work, if requested by the Supervising Officer.
- 28.8.2. In particular the Contractor will be required to provide experienced and qualified employees to carry out the following operations:
- 28.8.3. The application of chemicals including herbicides, fungicides, pesticides, etc., (licensed employees only.)
- 28.8.4. Pruning of all shrubs, trees, hedges, etc.
- 28.8.5. Inspection of Play Areas.

## 28.9. Manner of Performance

- 28.9.1. The Contractor shall be expected to be aware of the accepted practices and methods used in undertaking a high standard of horticultural and grounds maintenance work.
- 28.9.2. The Contractor shall provide such reasonable information as the Supervising Officer may require for the Contractor to fulfil their obligations under the Contract. In particular the Contractor shall notify the Supervising Officer as soon as practically possible of any issues which could arise or have arisen. The Contractor shall take immediate appropriate action to minimise such danger or nuisance such as, but not limited to, restricting access, clearly marking the hazard, remain in attendance or notify any relevant authority or third party. The Contractor shall report such incidents together with any recommended remedial action where appropriate and seek instruction from the Supervising Officer.
- 28.9.3. The Contractor shall submit along with the monthly invoice, a report on any updates or variations in relation to the Grounds Maintenance.
- 28.9.4. The Contractor shall provide a **weekly report** on the condition of all play equipment, specifically to identify any loss or defect which may require immediate action for the safety of users.
- 28.9.5. The Contractor shall provide an **annual written report** on all areas covered by the Contract. This shall be provided normally at the end of the growing season (end of September) for planted areas and at the end of the playing season (end of April) for sports pitches or at times otherwise agreed with the Supervising Officer. The report shall include as a minimum:
  - a) An assessment of the condition of all horticultural areas
  - b) The identification of areas requiring remedial work to ensure no deterioration in the general standard of the area, together with a recommendation of the required works.
- 28.9.6. The condition of all equipment, buildings, walls fences, hard surfaces, seats, litter bins and any fixtures or fittings together with recommendations for any remedial measures. The Contractor shall provide a **written report** for the Annual Review.
- 28.9.7. The Contractor shall provide an **annual tree condition report** which shall specifically identify any growth or physical defects which may pose a risk to persons or property. The report shall contain such maps or plans that permit the ready identification of any trees requiring any remedial action.
- 28.9.8. Any report required under the Contract shall be deemed to be included in the Contractor's rates and prices.



## **28.10. Meetings**

**28.10.1.** The Contractor shall attend such meetings as the Supervising Officer may reasonably require for the proper administration of the Contract. The Contractor's representative shall attend **an Annual meeting**.

- a) Review the previous year's work including discussion of any Default Notices issued in the previous period and
- b) Review the forthcoming year's work programme with particular reference to any necessary amendment to the agreed overall Work Programme.
- c) Raise any significant issues related to the successful performance of the works.

## **28.11. Restrictions on Working**

**28.11.1.** The Contract documents set out the general requirements of FTC in respect of the timing or the carrying out of the work under the Contract.

**28.11.2.** In addition, the Contractor, in submitting their Tender and preparing their rates, must take full account of reasonable interference and disruption of any programmed maintenance operations by events on any of the sites such as community events, sporting activities, etc.

**28.11.3.** Regular Annual events include but not limited to (dates may vary):

- a) March – Fleet Half Marathon – Calthorpe Park
- b) April – Circus – The Views
- c) July – Fleet Carnival – Calthorpe Park
- d) July – Family Fun Run – Oakley Park
- e) August – Scam Jam – The Views
- f) August – Music on the Views -The Views
- g) November – Fleet Lions Fire Works – Calthorpe Park

**28.11.4.** No variation to the Tender rates will be made for such disruptions where such events, etc., are considered by the Supervising Officer to be part of the normal usage of the Site.

## **28.12. Traffic Safety and Control**

**28.12.1. General Responsibilities:**

- a) The Contractor must provide all necessary barriers, traffic control, and safety measures as per Chapter 8 of the Traffic Signs Manual (and any amendments).
- b) All costs for these measures are included in the Contractor's rates.

**28.12.2. Standards and Compliance:**

- a) Traffic safety and control must conform to Chapter 8 of the Traffic Signs Manual and the Supervising Officer's requirements.
- b) Traffic signs (including cones and cylinders) must meet BS 873 standards and align with the Traffic Signs Regulations and General Direction 1981 (and amendments).

**28.12.3. Equipment Specifications:**

- a) Reflective signs, cones, and cylinders must use approved materials per BS 873, Part 6 (1983) and Part 8 (1985).
- b) Traffic cones must be Category A, designation 1 or 2.

**28.12.4. Operational Requirements:**

- a) When work encroaches on the carriageway, warning signs (diag. 564) with supplementary plates must be placed within a 500-metre maximum interval unless otherwise directed.
- b) Single-line traffic must maintain a minimum width of 3 metres and use "Stop/Go" signs or vehicle-actuated signals as per Chapter 8.
- c) Lane closures and retro-reflective clothing for employees must comply with Chapter 8.

#### **28.12.5. Safety Measures:**

- a) No work shall begin until all signs, cones, barriers, and warning devices are properly installed and, where required, illuminated.
- b) The Contractor is responsible for protecting employees, the public, and facility users during work execution.

**28.13. Work of "The Friends Of" Groups** The contractor is required to collaborate with the "Friends of Groups, as if they were another contractor. Support should be provided where reasonably possible; however, the "Friends of" Group does not have the authority to issue instructions to the contractor. In cases of uncertainty, the contractor must seek clarification from the Supervising Officer.

**28.13.1.** The Friends of Groups are volunteers and do not receive any form of payment for works carried out.

**28.13.2.** The Contractor shall assist the Friends of Groups with knowledge and horticultural advice via the Supervising Officer.

### **29. GENERAL ITEMS**

#### **29.1. Introduction**

**29.1.1.** This Section sets out the requirements for the inclusion of items under the Contract in respect of establishment and setting up under the Contract and for other such sums as may be determined.

**29.1.2.** This shall include the general obligations of the Contractor, site services, testing of materials provisional sums and prime cost items.

#### **29.2. Establishment and Overhead Charges**

**29.2.1.** The Contractor shall identify under the Preliminaries only those costs appropriate to setting up the contract and deemed to be initial expenses incurred by the Contractor not already included in the Bill of Quantities rates and prices.

**29.2.2.** Contractor's insurances identified under the Condition of Contract.

**29.2.3.** Establishment Cost for initial setting up of labour, plant, equipment, uniforms etc. to fully comply with the Conditions of Contract.

#### **29.3. Provisional Sums**

**29.3.1.** Within the Bill of Quantities sums identified as provisional have been identified by FTC to cover operations which may be required. These are sums for work to be determined by FTC. There is no commitment or undertaking on the part of FTC that the whole or any part of these sums will be expended or that any such work will be performed by right by the Contractor.

#### **29.4. Prime Cost**

**29.4.1.** Within the Bill of Quantities sums identified as Prime Costs have been established for work to be undertaken as part of the Contract. These sums are determined by FTC.

#### **29.5. Other Items**

**29.5.1.** In addition to the above requirements the Contractor's attention is drawn to the fact that all ancillary works set out in the Condition of Contract and the Specification, not specifically mentioned in the Bill of Quantities shall be deemed to be included in the Contractor's rates and prices.

**29.5.2. Litter Collection** – before each cutting operation, the Contractor shall remove from each site all litter including, but not limited to, paper, bottles cans, broken glass, large stones and all miscellaneous debris that may cause damage to the mowing equipment or injury to users of the park. All debris shall be collected together and disposed of as appropriate off site.

**29.5.3. Leaf clearing** – the Contractor shall remove falls and accumulations of leaves, fruits, seeds, cones, twigs, and other minor dead wood etc. from all grass areas including paths, hard surfaces, channels, gullies etc. within individual sites as a part of their routine operations. Any additional clearing instructed by the Supervising Officer outside the normal grass cutting season will be carried out on a day work basis.

**29.5.4. Ditches and Watercourses** – where ditches or watercourses run through a site or form a boundary, the Contractor shall treat these as part of the main area as far as accessible banks will be cut to specification.

- a) Immediately adjacent to the bank or on the accessible slopes cutting standards may not be that specified for the major area, but appropriate techniques which may include strimming shall keep all grass surfaces in a neat and tidy condition.
- b) The Contractor shall allow in their rates for the removal of any accumulations of cuttings in ditches or watercourses, including the cleaning of grills.

### **30. Cutting Machinery**

**30.1.1.** The grass cutting specification is set as two main classifications of use, namely:

- a) Amenity areas and sports pitches (grass type A)
- b) Public open space, green corridors, and wildflower planting (grass type B)

**30.1.2.** The Contractor may, at their own discretion, use any machinery type that provides a superior standard of finish than specified, subject to approval by the Supervising Officer. Any changes in machinery must ensure a superior quality of cut, height of grass, uniformity of finish, and spread of cuttings.

**30.1.3.** For small areas where the specified machinery cannot be used, the Contractor shall provide alternative machinery as necessary to achieve the same cut and finish specified.

### **30.2. Minimum and Maximum Height of Grass**

#### **30.2.1. Type A Grass (Amenity Areas and Sports Pitches)**

- a) The maximum height of grass before cutting shall be 60mm.
- b) The minimum height of grass after cutting shall be 30mm.
- c) The Contractor shall ensure that the grass is maintained within these height parameters.

#### **30.2.2. Type B Grass (Green Corridors and Wildflower Areas)**

- a) The maximum height of grass before cutting shall depend on conditions.
- b) The minimum height of grass after cutting shall allow for biodiversity and the preservation of wildflowers.

#### **30.2.3. Frequency of Cuts**

The frequency of cuts will be determined by growth patterns and seasonal weather conditions. While specific frequency is not prescribed, the Contractor is expected to keep the grass within the specified height parameters throughout the growing season.

#### **30.2.4. Variations Due to Weather Conditions**

- a) Variations to the grass cutting programme may arise due to weather conditions, which could produce abnormal growth requiring additional cuts to maintain the specified standards. The Contractor shall notify the Supervising Officer in such cases.
- b) During extended inclement weather when grass cutting could damage the surface, the Contractor shall cease operations and notify the Supervising Officer. Any physical damage to the surface caused by continued operations during poor weather shall be the Contractor's responsibility for reinstatement at their own cost.

### **30.3. Additional Provisions**

#### **30.3.1. Edge Maintenance**

The Contractor will be required to undertake edge maintenance to prevent overhanging grass at flower beds, tree bases, walls, fences, or other obstructions from exceeding 75mm.

#### **30.3.2. Obstructions**

- a) Strimming may not be required at every cut, but unmown grass around obstructions must not exceed 150mm in height.

## **30.4. Special areas**

### **30.4.1. Cemetery and Garden of Remembrance**

**a) Mowing and General Maintenance:**

The Cemetery and Garden of Remembrance shall cut to Type A areas, with grass cutting and general maintenance carried out. Careful consideration must be given to seasonal growth and weather conditions to ensure consistent appearance and accessibility. Mowing and strimming should be conducted to an agreed height specification (type A), with no areas left unkempt.

**b) Sensitive handling Near Graves and Memorials:**

Particular care is required when mowing or strimming near graves, ashes plots, and memorials. Contractors must avoid damage to headstones, plaques, or any form of memorial. Hand trimming may be necessary around to ensure no equipment causes accidental damage.

**c) Cleanliness and Dignity:**

The grounds must be maintained in a professional manner, ensuring that paths, walkways, and communal areas are kept free from debris, litter, and grass cuttings. Special attention must be given to entrances and high-traffic areas, ensuring they are always presentable. Waste bins must be emptied regularly, and all waste must be disposed of in an environmentally responsible manner.

Sanctum Vaults and key areas, such as paving slabs, must be cleaned thoroughly, with particular focus around key event dates when visitors are most likely to attend, such as Mother's Day, Father's Day, Christmas, and other significant occasions. This cleaning should include the removal of mud, grass cuttings, bird droppings, and any other debris to ensure a respectful and welcoming environment for visitors

**d) Safety and Accessibility:**

All pathways and access routes within the Cemetery and Garden of Remembrance must be kept clear, with overgrown vegetation pruned back to prevent obstruction. The contractor must ensure that all public areas are safe and accessible at all times, with hazards such as uneven ground or fallen branches promptly addressed.

**e) Seasonal Planting and Maintenance of Shrubbery:**

Any shrubbery, hedges, or flower beds within the Cemetery and Garden of Remembrance should be maintained regularly, with appropriate seasonal planting and pruning. Dead or diseased plants should be removed promptly, and replacements should be made in accordance with the agreed maintenance schedule.

**f) Reporting and Communication:**

The Contractor shall report any damage or concerns regarding the condition of graves, memorials, or public amenities to FTC immediately. Any health and safety issues, including unstable memorials, should be reported as a priority to ensure timely action.

## **31. HEDGE MAINTENANCE**

### **31.1. Introduction**

**31.1.1.** Hedge maintenance is defined as that work required for cutting back of new growth to maintain a densely foliated and well-formed hedge.

**31.1.2.** Hedging includes any continuous growth of shrubs, bushes, brushwood, brambles and will include any hedge bank or sides of ditches where they form an integral part of the hedge.

**31.1.3.** The reasons for cutting hedges may vary and apart from maintaining shape and form include such reasons as retaining site lines and visibility splays for highways purposes, removing overhanging branches from footpaths, removing vegetation obstruction streets lights, etc.

### **31.2. General**

**31.2.1.** The general requirements for hedging maintenance work are as follows:

- 31.2.2.** Hedges shall be cut and maintained at a height and width suitable for their location. Cutting pruning or trimming shall generally take place to a suitable point so not to disrupt events or pre organised activities.
- 31.2.3.** No works shall be carried out if nesting birds are present.
- 31.2.4.** Newly planted hedges shall be carefully pruned to encourage dense foliage from close to ground level and to achieve the required shape and form.
- 31.2.5.** Where hedges are found to house nesting birds, the Contractor will be required to cease cutting in the immediate vicinity of the nest and inform the Supervising Officer as soon as is practicable.
- 31.2.6.** Formal hedges are to be trimmed with a batter to the sides and with tops horizontal unless previous practice indicates otherwise.
- 31.2.7.** Informal hedges are to be cut sloping back from the base at the angle established by previous practice.
- 31.2.8.** The full extent of the face of the hedges are to be cut including vegetation on any hedge bank or banking which forms an integral part of the fact of the hedge.
- 31.2.9.** The item description within the Bill of Quantities and on the Drawings specifies the method of cutting and the extent i.e. sides, top etc.

### **31.3. Method of Cutting**

- 31.3.1.** Where the method of cutting is not specified the Contractor may determine the most suitable means of hedge maintenance having regard to the type of hedge, access, finish required, and the requirements set out below. Any flail cutting shall be followed by a manual clear up and faced manually.

### **31.4. Hedge Types**

- 31.4.1.** Hedge work falls into two distinct categories, (type 1) where only one side of the hedge is accessible, primarily where it forms a boundary with adjacent land or (type 2) there both sides of the hedge are accessible (Type 2). The tops of both types of hedges shall be trimmed to a level profile.

### **31.5. Frequency of Trimming**

- 31.5.1.** All hedges shall be trimmed as a minimum annually, or when excess growth appears unless otherwise instructed by the Supervising Officer. The maximum measurements of hedges shall be as follows:
  - a)** Hedges surrounding enclosed play areas shall be cut to the level of the perimeter fence surrounding the play area.
  - b)** Hedges which form part of the boundary line shall be maintained to a level appropriate with the area and shall not exceed 1.8 m.
  - c)** All Hedges shall be trimmed within the boundary of FTC land and shall not spread onto residential land, public highways, footpaths, carpark etc.
  - d)** Hedges which form an informal boundary, for example Ancells Farm Park Field, shall be kept tidy and maintained to where required shape.
  - e)** Hedges shall be maintained to ensure footpaths are fully accessible.
  - f)** Any nuisance growth such as, nettles, or any kind of weed, shall be cut down to ground level.
- 31.5.2.** The timing of hedge trimming operations shall be according to species as follows:

Beech	February
Hornbeam	February

Box	July
Privet	July
Lonicera	July
Thorn	February
Yew	July
Escallonia	July
Euonymus	July
Holly	July
Other Conifers	September
Cotoneaster	December or February

**31.5.3.** Additional trimming will be carried out, if required, in September.

## **32. SHRUB BEDS**

### **32.1. Shrub Bed Maintenance**

#### **32.1.1. Introduction**

- a) The operation is defined as that work required to ensure the encouragement of flower, fruit or growth and includes, thinning, shaping, cutting and ground care operations and to maintain shape and form.
- b) Where planting does not provide complete ground cover the soil surface is to be broken up by forking or hoeing to maintain a permeable, friable, loose, open surface.

#### **32.2. Edge Maintenance**

**32.2.1.** Edge maintenance **is required** to maintain the form and extent of the edges of the shrub beds and by inference the edges of grass areas where they adjoin shrubs beds. Grass edges forming the boundary to shrub beds will be sharp and vertical without loose areas of long growth. Where straight lines are involved, if not already pre-formed by kerbing or timber edging, etc, a string line or straight edge will be used. Other edges will be cut to provide flowing curves.

**32.2.2.** The **method** of edge maintenance is not specified, and the Contractor may use strip mowing, edging tool, spade, edge strimmer, shears or herbicide application to suit their shrub bed maintenance operations.

**32.2.3.** The **frequency** of edge maintenance is not specified, the requirement being to maintain edges to control overhang or overgrowing of grass within 25mm to 75mm.

**32.2.4.** No separate item is included in the Bills of Quantities for edge maintenance and the Contractor shall include for this work in the inclusive "Maintain Shrub Bed" rate.

#### **32.3. Mulching**

**32.3.1.** All shrub beds areas should be mulched and maintained at a minimum depth of 25mm and maximum depth of 75mm.

#### **32.4. Herbicide Application**

**32.4.1.** The application of an approved herbicide to control weed growth is not a specified requirement. The Contractor may use any suitable method of weed control to maintain shrub beds in a weed free condition but, should the Contractor choose to meet the requirements by herbicide application, the Specification for Weed and Pest Control must be complied with.

### **32.5. Frequency of Maintenance**

**32.5.1.** Shrub beds, including rose beds and herbaceous borders, if any, shall be maintained four times per annum.

## **32.6. Shrub Bed Reinstatement**

**32.6.1.** Shrub bed reinstatement covers the replacement of shrubs or plants to reinstate a shrubbery to the required standard and form.

## **32.7. Methodology**

**32.7.1.** The contractor shall achieve the following outcomes in the maintenance and reinstatement of shrub beds:

- a) Remove and responsibly dispose of all dead or diseased shrubs, weeds, and their roots, ensuring the area is cleared of debris.
- b) Prepare the planting area to ensure healthy plant establishment. The soil must be cultivated to an appropriate depth and enriched with organic material to create a suitable growing environment.
- c) Create planting spaces of adequate size to accommodate the full spread and depth of roots, taking care not to disturb or damage existing plants or trees that are to be retained.
- d) Plant shrubs, trees, and other specified vegetation ensuring proper handling to promote healthy growth.
- e) Use appropriate soil for backfilling planting holes or trenches to support root development. Include necessary soil amendments, such as fertiliser, to encourage plant establishment. Backfill material must be applied carefully and firmly consolidated around roots.
- f) Provide suitable support or protective measures for newly planted vegetation, appropriate to the species and location. For hedging plants, ensure measures are in place to protect them until they are sufficiently established to form a dense barrier.
- g) Ensure the newly planted vegetation is pruned, watered, and cared for as needed to promote healthy growth and establishment.
- h) Apply suitable mulch to maintain soil moisture, suppress weeds, and enhance the appearance of the reinstated area.
- i) Leave the area in a neat and tidy condition, with all waste materials, containers, and redundant supports removed and disposed of appropriately.

## **32.8. Informal Mixed Planting Maintenance**

### **32.8.1. Introduction**

Work activities required are only those to maintain tidiness and control unruly growth to give a natural or semi-natural and informal and well-vegetated character.

### **32.8.2. Established (Informal Mixed Planting)**

The objective in areas of established planting is to achieve a natural or semi-natural appearance with minimum maintenance. Once established, no regular mulching, digging, forking or hoeing is required and ground care operations consist only of litter and debris removal together with control of pernicious and perennial weeds (e.g. Japanese knotweed, bramble etc.) by chemical and other means.

### **32.8.3. Wildflower Areas**

- a) Where wildflowers have been established, the Contractor shall ensure these areas are maintained.

- b) The Contractor shall advise the Supervising Officer, as part of the park reports, how to promote and improve these areas for the benefit of wildlife and biodiversity.
- c) The Contractor shall maintain edges of wildflower areas where present, including those which abut footpaths.
- d) The Contractor shall maintain "Wildflower Corridors" in all open spaces.
- e) "Wildflower Corridors are located in the following sites.
  - i. Ancells Farm – Open Space areas such as amenity land.
  - ii. Basingbourne Park – Perimeter of open field.
  - iii. Calthorpe Park – Central & around perimeter.
  - iv. Oakley Park – Adjacent to Albany Road.
  - v. The Views Meadow – Various perimeter areas and lower field.
  - vi. Leawood Road
  - vii. Dukes Mead
  - viii. Holland Gardens
  - ix. Durnsford Avenue
- f) The Contractor should familiarise themselves with the locations of Wildflower Corridors, to ensure they are maintained effectively.

#### **32.8.4. Frequency of Maintenance**

- a) Trimming once in the period between 1<sup>st</sup> April and 30<sup>th</sup> June each year.

#### **32.8.5. General Requirements**

- a) For all areas of informal mixed planting and wildflower, the routine maintenance required is to cut back growth to prevent obstructions to sight lines, footpaths, carriageways or private property. Additional trimming or pruning may be required to maintain vigour, remove diseased or infected growth or to improve form.
- b) Where shrubs are planted as hedges the trimming shall be carried out so as to encourage a continuous, densely branched or foliage form as appropriate to the specie and/or situation.
- c) Any arising from trimming or pruning operations on mixed planting areas shall be swept up, collected, removed and either composted or disposed of. The cost of their work is to be included for in the above trimming operations.
- d) Where shrubs do not provide complete ground cover the Contractor must allow in their rates for maintaining soft landscaped areas to be weed free once in the period between 1<sup>st</sup> April and 30<sup>th</sup> June each year and once between 1<sup>st</sup> July and 30<sup>th</sup> September each year, but visits must be at least 12 weeks apart.
- e) The general requirements of the Specification applicable to Shrub Beds will apply to the individual operations.
- f) Any work that may be associated with mature trees is covered elsewhere in the contract shall be adhered to.

### **33. Site Security**

- 33.1. When operating on each site, it is imperative that where access onto the site from unauthorised persons are restricted by gated access, the Contractor shall ensure all gates are locked whilst works are being carried out. The Contractor shall ensure that whilst on site, no unauthorised vehicular access is granted.
- 33.1.1. Each site has its own set of padlocks and door locks which are accessible via a grand Master Key.
- 33.1.2. The contractor shall be issued with up to five grand master keys which will provide access to all doors, gates and pavilions within the contract.
- 33.1.3. More keys may be provided upon request to the Supervising Officer and the cost of additional keys will be borne by the Contractor.



- a) Grand Master – Opens all locks and padlocks on every site.
- 33.1.4.** The Contractor shall be responsible for securing the site whilst on site and after leaving.
- 33.1.5.** The Contractor shall ensure that;
- a) All gates are locked behind them after entering the site.
  - b) All gates are locked after leaving site.
  - c) All doors to Pavilions and toilets are locked and secure on exiting a site.
- 33.1.6.** Keys shall be issued to the Contractor and signed for at the beginning of the Contract. All keys shall be confirmed with the Supervising Officer, every 12 months (in March) that all keys are accounted for.
- 33.1.7.** The Contractor shall be responsible for each key issued and shall report any missing keys as soon as the loss is recognised. All keys shall be kept in a secure manner and the Contractor shall not obtain any additional keys or copies thereof except from FTC at the Contractor's expense. Any lost Grand Master key shall result in complete replacement of all sites padlocks and door locks with the cost being borne by the Contractor.
- 33.1.8.** The Contractor shall not duplicate keys.
- 33.1.9.** All locks and padlocks are regularly checked and maintained by applying at least monthly water repellent and anti-rust grease to protect against seizing and weathering.
- 33.1.10.** The Contractor shall monthly or when attending site whichever is more time constructive, check each lock and padlock is fully functional and report any faults to the Supervising Officer as soon as practical.
- 33.1.11.** Contractor shall check at least monthly on the condition of the perimeter/ boundary fencing, hedges, ditches etc. to ensure no unauthorised third-party vehicles can enter the sites and report any potential risks to the Supervising Officer.
- 33.1.12.** Contractor shall check at least monthly and report on any residential encroachment from neighbouring properties such as, cutting away bushes, trees, plants etc. to either expand or allow access into their property from FTC land.

## **34. TREE MAINTENANCE**

### **34.1. Introduction**

This section deals with the maintenance of individual trees within the Contract area.

- 34.1.1.** All work on trees will normally conform to British Standards BS3998:1989 "Recommendations for Tree Work." Note that any cutting or pruning of branches shall be to the branch collar not to the stem and that all cuts shall be clean and left open and untreated.
- 34.1.2.** Tree Maintenance covers a range of operations comprising inspection and basic maintenance. In areas where other maintenance operations are to be carried out e.g. grass cutting, maintenance of shrub beds, etc., there will be trees up to 6 meters height which will require inspection and routine maintenance, particularly young and newly planted trees. The contractor will assess the benefits of undertaking tree maintenance works in conjunction with those other operations when determining their rates. In any case, all trees shall be inspected at least once per annum and necessary works carried out.
- 34.2. Maintenance Operations –** Visual Tree Maintenance and inspection will be done on a monthly basis and shall include the following: -
- 34.2.1.** Inspection of all trees for disease, damage or other defects, including abrasion, drought or water logging, and providing advice to the Supervising Officer for them to make a decision on action.
  - 34.2.2.** Checking all stakes, tree guards, ties etc. to ensure they are in good condition and performing the job intended.

- 34.2.3.** Replacing decayed or damaged stakes, ties and tree guards when needed. Re-firm any loose stakes or supports and re-secure or replace ties. Replaced ties will have at least one spacer between tree stem and stake.
- 34.2.4.** Removal of all tree supports where the tree has grown sufficiently to be self-supporting.
- 34.2.5.** Adjusting ties for growth or chafing where appropriate.
- 34.2.6.** Removal of all redundant tags, ties and labels and other similar articles.
- 34.2.7.** Filling up any post stake holes or topsoil round roots, taking care not to raise the soil level around the base of the tree.
- 34.2.8.** Removal of broken, damaged or unsafe branches up to 38mm in diameter.
- 34.2.9.** Re-securing and replacement of mulch, mulching mats or growing tubes where necessary.
- 34.2.10.** Removal of all vegetation within a 450mm radius, measured from the base of the tree, by digging or herbicide application, taking care to avoid any damage to tree roots or stems. This operation should be carried out annually by no later than the end of May.
- 34.2.11.** The careful straightening, firming and re-securing of support to leaning or loose trees. Report to the Supervising Officer and seek instructions where leaning trees cannot be effectively re-secured, and a potential danger or obstruction may arise.
- 34.2.12.** Removal of epicormic growth from stems of standard trees to a height of 2 meters and removing all suckers from the tree base, where these form a potential obstruction to access or maintenance.
- 34.2.13.** The removal and reporting of all dead trees, or trees which are in severe decay.
- 34.2.14.** Any tree deemed to pose a risk to the public must be sectioned off with tape to clearly indicate a potential danger; under no circumstances must a discovered risk be left unattended without appropriate indication to alert anyone who may be at risk. Any tree posing a high risk must be reported to the Supervising Officer immediately.

### **34.3. Watering Young Trees.**

- 34.3.1.** The Contractor shall determine the need for watering young trees to encourage healthy growth and / or survival

### **34.4. Tree Planting**

- 34.4.1.** The Planting of new or replacement trees will be advised by the Supervising Officer as part of an annual tree planting programme.

## **35. WOODLAND MAINTENANCE**

### **35.1. Introduction**

Extensive areas of woodland exist within the areas of Oakley Park and Basingbourne Park and Calthorpe Park. Smaller areas of woodland exist on The Views Meadow and Ancells Farm, along with the smaller Amenity areas of Dukes Mead and Longmead. There is also a secondary stretch of woodland running from Basingbourne Park to the Basingstoke Canal between Wickham Place and Forest End. The work required at each site will depend on the nature, location and size of the woodland area.

- 35.1.1.** Oakley Park Pond and the Two Basingbourne Park Heathland areas located in the woodland are designated as "Sites of special Interest for Nature Conservation" (SINC). These are dealt with separately for the purposes of reporting and planning, but for general maintenance purpose they follow the woodland maintenance services.

### **35.2. General**

- 35.2.1.** The main requirement of woodland maintenance is to keep the sites tidy and clear of litter, and to ensure safety to the public and property, and to maintain the perimeter of the woodland and accessible paths. It should be clear of any debris or obstruction where visible to or accessible by the general public. For sites which have small copse of woodland such as in urban areas, the whole area

may require work, whereas larger sites of woodland may only require work around parts of the perimeter where it adjoins public highways, private property or other land to which the public have access and along pathways and roadways through the woodland.

**35.2.2.** A further factor influencing the work required is the density of the woodland and the extent of the undergrowth. Where the wood and undergrowth are extremely dense preventing access except along footpaths there will be little work required other than along footpaths and growth immediately affecting it.

**35.2.3.** The Contractor shall ensure that all pathways maintained by FTC are completely clear from intrusion by overgrown bushes, nettles or other invasive species. They shall also ensure that leaves and debris are cleared from the paths as required. In sites where soft rubber mulch is used, the contractor will ensure that it is clear of moss.

### **35.3. Nature & Maintenance work**

**35.3.1.** Woodland Maintenance shall generally include, but is not limited to, the following operations:

- a) Tree-Specific Maintenance:** Certain trees may require specific care, including watering, pruning, or other treatments as necessary.
- b) Boundary and Footpath Tree Inspections:** All trees along boundaries and footpaths must be visually inspected at least monthly to identify defects or potential hazards to the public.
- c) Hazard Reporting:** If any potential hazard is identified, such as defective branches, unstable trees, or decay, the contractor must report this to the Supervising Officer immediately.
- d) General Maintenance:**
  - i.** Trim undergrowth, overgrown or overhanging shrubs, and minor tree branches (up to 38mm in diameter) within 2 meters from edge of public highways, pathways, or footpaths.
  - ii.** Clear undergrowth, overhanging shrubs, and minor branches along pathways to ensure a minimum path width of 2 meters or the existing pathway width, whichever is greater. Use wood chippings or cut branches to repair wet or low spots on pathways (excluding rubber mulch paths).
  - iii.** Remove and dispose of litter, rubbish, fly-tipping, and woodland debris offsite unless agreed otherwise with the Supervising Officer.
  - iv.** Cut fallen trees, limbs, and branches over 100mm in diameter into logs and stack them at least 2 meters from pathways and 10 meters from waterways or streams.

### **35.4. Other Operations**

**35.4.1.** The Contractor must remove up to 100kg of fly-tipped material per incident as part of their standard service, without requiring additional instruction. Where possible, fly-tipped materials should be cleared alongside routine litter removal. If the volume or type of material exceeds what is considered normal for routine clearance, the Contractor must provide the following to the Supervising Officer: clear photographs of the waste, the exact location, and a formal notification. Any additional removal beyond 100kg or of non-standard waste types will be subject to separate instruction and charged at Day Works rates. All fly-tipped materials must be removed from the site as soon as possible.

- a)** This version clarifies:
- b)** That up to 100kg of fly-tipped waste is included without separate instruction.
- c)** That it is about both type and quantity of waste exceeding normal levels.
- d)** That anything beyond 100kg or unusual material types will require separate instruction and additional charges.

## **36. HARD SURFACES**

### **36.1. Introduction**

This section deals with the maintenance work to be performed on hard surfaces including concrete, tarmac, brick, block and paving stones forming an impermeable surface and formal footpaths of permeable construction using natural materials and rubber or soft mulch paths.

- 36.1.1.** The primary impermeable areas include: Branksomewood Road to Victoria Road public footpath, all footpaths within Ancells Farm maintained/adopted by FTC, all surfaced paths within Oakley Park, all surfaces contained within Basingbourne Park, and all paths contained within The Cemetery.
- 36.1.2.** All rubber mulch footpaths shall be kept clear and maintained with the same level of care as all other footpaths.
- 36.1.3.** Care shall be taken not to cause damage to any paths including rubber mulch paths during routine maintenance and any damage to the paths will be repaired at the cost of the Contractor.
- 36.1.4.** Where a path leads to a bridge or crossing, the bridge will be treated as an extension of the pathway and cleared of any leaves or obstructions. Any damage will be reported to the Supervising Officer and a repair made as soon as possible.

### **36.2. Frequency of Maintenance**

- 36.2.1.** All paths in amenity areas, will be visited no less than twice per annum as part of routine maintenance work to adjoining or surrounding areas.
- 36.2.2.** Routine sweeping and litter clearing shall be carried out in accordance with the schedule for litter removal.
- 36.2.3.** Formal pathways including through wooded areas will be kept in a consistent useable condition for members of the public, at all times throughout the year. All paths must be "fit for purpose".

### **36.3. Scope of Work**

- 36.3.1.** The following operations shall be deemed to constitute maintenance of all hard impermeable surfaces and permeable rubber soft mulch.
  - a) Weeds, moss and grass removal by hoeing, pulling, scraping or herbicides.
  - b) Sweeping by hand or approved mechanical equipment to remove litter, grit, mud, etc.
  - c) Removal of fallen leaves and other tree debris.
  - d) Trimming and removal of overgrowing grass, shrubs, hedges and small branches up to 50mm diameter, where such work is not provided under other sections of the Contract.
  - e) Inspection and reporting to the Supervising Officer of any surface defects likely to present a danger to the public.
  - f) Any potential dangers shall immediately be cordoned off to alert the public or other users to the risk.
  - g) Works shall be carried out in accordance with Schedule of Works [Appendix C](#)

### **36.4. Amenity Footpaths (permeable or Semi-Permeable Surfaces)**

- 36.4.1.** These paths are constructed from gravel, shingle, hoggin or scalping's and form semi-formal footpaths through the woodland areas.
- 36.4.2.** The scope of maintenance works shall be as for permeable surfaces except that any clearing or cleaning operations shall be appropriate to the surface.
- 36.4.3.** The provision and replacing of any additional material required to infill or top up the general surface level of the path shall be carried out under Day Works with the prior written approval of the Supervising Officer.

## **37. LAND DRAINAGE & WATER FEATURES**

### **37.1. Watercourse Management**

The Contractor is responsible for maintaining ditches and watercourses across designated sites under this Contract. This includes routine upkeep, inspections, debris removal, and reporting to the Supervising Officer.

## **37.2. Routine Maintenance**

- 37.2.1.** Watercourses running through grassed areas will be maintained as part of grass cutting (Section 3).
- 37.2.2.** Regular removal of plant growth, fallen vegetation, silt, and debris to preserve a uniform gradient while minimizing habitat disruption.
- 37.2.3.** Watercourses must remain free of litter, branches, and obstructions.

## **37.3. Inspections & Clearances**

- 37.3.1.** Weekly Inspections: Check bridges, culverts, and grills for blockages; clear any restrictions immediately if possible.
- 37.3.2.** Post-Heavy Rainfall Checks: Inspect and remove debris from bridges, culverts, and grills to prevent water flow restrictions.
- 37.3.3.** Post-Storm Inspections: Assess stream banks for erosion risks and report findings with remedial recommendations and costs.
- 37.3.4.** Any works identified outside the regular maintenance shall be reported to the Supervising Officer.

## **37.4. Blockage Management**

For blockages in piped sections that cannot be cleared by rodding up to 10 meters, notify the Supervising Officer.

## **37.5. Operational Requirements**

- 37.5.1.** Cutting grass and vegetation on accessible banks.
- 37.5.2.** Removing litter, debris, and silt from banks, channels, and inverts.
- 37.5.3.** Clearing grills, flaps, and structures to prevent obstructions.
- 37.5.4.** Rodding piped sections up to 10 meters where needed.
- 37.5.5.** Disposing of removed materials offsite.
- 37.5.6.** Reporting defects and hazards to the Supervising Officer.
- 37.5.7.** Avoiding excavation machinery within 2 meters of a watercourse bank where possible.

## **37.6. Reporting**

- 37.7.** Provide a monthly report to the Supervising Officer detailing all work undertaken on watercourses.

## **37.8. Water Feature Maintenance.**

- 37.8.1.** The Contractor shall ensure that all designated water features are maintained with the same level of care as watercourses.
- 37.8.2.** Routine water feature maintenance includes:
- 37.8.3.** Inspecting for and removing blanket weed during warm, dry weather
- 37.8.4.** In September, or as instructed by the Supervising Officer, aquatic and marginal plant growth shall be controlled to maintain approximately 70% open water. Additional planting needs or signs of silting shall be reported along with recommendations for remedial actions.

## **38. WEED & PEST CONTROL BY CHEMICAL MEANS**

### **38.1. General**

- 38.1.1.** Weed control includes using liquid, powder, or granular herbicides on turf, shrub beds, and tree bases. This applies to herbicides, fungicides, worm killers, and moss killers used for maintenance under the contract.
- 38.1.2.** The Contractor must ensure compliance with all current legislation regarding the storage, transport, and use of chemicals, including protective measures for personnel and the public. Relevant qualifications, insurances, and written approval from the Supervising Officer must be provided.

### **38.2. Use of Herbicides & Chemicals**

- 38.2.1.** Weed problems must be correctly identified, and appropriate herbicides approved under the contract used.
- 38.2.2.** Non-chemical alternatives should be considered where practicable.
- 38.2.3.** Expert advice must be sought for unclear or complex issues.

- 38.2.4.** All chemical use must comply with manufacturer instructions, prioritizing pesticide-free options where possible.
- 38.2.5.** Spraying is prohibited in poor weather, windy conditions, or when rain is expected. Negligent application may require redoing at the Contractor's cost.
- 38.2.6.** The Supervising Officer must receive 7 days' notice before spraying. Grass must not be cut 3 days before or after treatment.
- 38.2.7.** Chemicals must be evenly applied, with clean, maintained equipment used.
- 38.2.8.** Spraying is restricted within 5 m of people/animals and 10 m of water features.
- 38.2.9.** Empty containers and unused chemicals must be safely removed and disposed of.
- 38.2.10.** Chemicals must be used responsibly, considering the environment, wildlife, and facility users. Advance notice and agreed closure periods must be provided where necessary.

### **38.3. Pest Control**

- 38.3.1.** Pest control addresses diseases or infestations affecting plants, shrubs, or soil.
- 38.3.2.** Weed control requirements and applicable legislation also cover pest control.
- 38.3.3.** Refer to *The Safe Use of Pesticides for Non-Agricultural Use* (HSE ISBN 0-7176-0542-6) for specific guidance.
- 38.4.** The requirements of Weed Control apply in their section and are reinforced by the requirements of the relevant legislation and codes of practice covering the use of pesticides.
- 38.4.1.** The following document will serve as the Specification covering the storage, transporting and use of pesticides.
- a) The Safe Use of Pesticides for Non-Agricultural use – “*Approved Code of Practice*” Health & Safety Commission (HSE books ISBN 0-7176-0542-6).

### **38.5. Use of Chemicals and Approval of Products.**

- 38.5.1.** The following chemicals are those provisionally approved for use on the Contract. They shall only be used as set out in the item coverage of the relevant section and in accordance with the General Requirements of Weeds & Pest Control.

TYPE	AREA	CHEMICAL	BRAND NAME
Weed Killer	Shrub Beds Amenity Footpaths Tree Bases Edge Maintenance	*Glyphosate	*Round Up – PRO Biactive
Weed Killer (Residual)	Paved Surfaces	*Imazapyr	*Arsenal 50
Weed Killer (Selective)	Grass Areas	2,4-D, mecoprop-P	*Supertox 30
Worm Killer	Grass Sports Areas	Carbendazim	*Turfclear
Fungicide	Grass Areas	Ipriodione T	*Roal Green
Fungicide	Shrubs & Roses	*Bupirmate & Triforine	*Nimrod T
Moss Killer / Fungicide	Paved Surfaces	*Dichlorophen	*Supermosstox

**38.5.2.** Any variation to these materials or products will be subject to written approval by the Supervising Officer. Permission must be obtained in writing in respect to any other chemical products being used in conjunction with any of the works included in the Contract. Changes to Chemical Brand name will be accepted should they occur.

## **39. LEISURE FACILITIES**

### **39.1. Rates**

**39.1.1.** The Contractor must provide an all-inclusive annual rate for each pitch, play area, or leisure facility, covering all specified operations as outlined below and itemised in the Bill of Quantities.

### **39.2. Grassed Sports Pitches**

#### **39.2.1. Football Pitches**

**a) General Maintenance:**

The Contractor must supply all necessary plant, labour, and equipment for grass cutting and maintenance in accordance with Section 3.

**b) Initial Marking:**

Mark pitches before the start of the football season (typically late August) as directed by the Supervising Officer, adhering to FA and Mini-Soccer regulations. Strategic corners must be marked during the off-season for accurate alignment. Lines must be cut as specified under Mowing Lines (40.2.1.d).

**c) Re-Marking:**

Allow for up to 36 weekly re-markings per season, typically on Thursdays or Fridays. Additional markings may be instructed by the Supervising Officer. Lines must remain accurate and clear throughout the season.

**d) Mowing Lines:**

Lines must be cut one mower width during the Football season.

**e) Posts (Erection & Maintenance):**

**f) There are three styles of football goal posts.**

- i. Free standing – These are stored on the side of the Pavilions at Ancells Farm, Basingbourne Park, Oakley Park and are erected for each match, by the hirer.
- ii. Roll on Goals – These are stored off the pitches. At Ancells Farm, they are stored close to the road side, beside the pitch. At Oakley Park, they are stored behind the fencing at one end of the pitch.
- iii. Fixed Goals – These stay up all year round and are located at Ancells Farm (two goals) and Calthorpe Park (one goal). These goals are for general use.

#### **39.2.2. Goal Maintenance**

- a) Install and dismantle all football posts as instructed. Ensure posts are inspected weekly for safety, with any damage reported to the Supervising Officer.
- b) At season's end, cap exposed sockets and ensure they are below ground level.
- c) Paint posts during the off-season, applying appropriate undercoat and gloss paint. Maintain moving parts and ensure safety of nuts, bolts, and joints.

#### **39.2.3. Harrowing and Spiking:**

Harrow weekly after matches to maintain levels, using a tractor-mounted brush in dry weather if approved. Aerate pitches bi-weekly with approved machinery, ensuring 300 mm overlaps.

#### **39.2.4. Fertilizer and Weed Control:**

Apply granular fertilizer (20-10-10) in April and August. Use selective herbicides between June and September to maintain weed-free pitches, especially in goal areas.

### **39.3. Football Pitch Renovation**

**39.3.1.** Perform annual renovations after the playing season (typically early May), including:

- a) Slit-tining
- b) Re-leveling
- c) Sand topping
- d) Verti-draining
- e) Re-seeding
- f) Installing protective fencing

#### **39.4. Renovation Specifications**

- 39.4.1.** Renovation works must be completed no later than six weeks after the final game of the season, unless otherwise agreed with the Supervising Officer.
- 39.4.2.** All pitches must be fully reinstated to a safe and playable condition, with established grass cover, by the middle of August.
- 39.4.3.** Football goal mouths must be fully reinstated, ensuring sufficient regrowth by the middle of August. If regrowth is inadequate, appropriate measures must be taken to achieve full reinstatement within the specified timeframe.

#### **39.5. Surface Aeration**

- 39.5.1.** Each pitch must be effectively aerated to enhance soil structure and drainage. The contractor is responsible for ensuring the aeration process is thorough and benefits the entire pitch area.

#### **39.6. Re-levelling**

- 39.6.1.** Worn goal mouth areas and other low spots must be restored to an even and stable surface, suitable for sports play. This includes removing any debris, ensuring a smooth finish, and preparing the area for successful grass growth.

#### **39.7. Top Dressing**

- 39.7.1.** A suitable sand top dressing must be applied to the entire pitch area to improve the playing surface and enhance soil drainage.
- 39.7.2.** The contractor must ensure the material used is of an appropriate grade and quantity to meet the needs of the pitches.

#### **39.8. Verti-Draining**

- 39.8.1.** All sports pitches must be effectively verti-drained to promote deep root growth and improve soil aeration. This process must be completed twice per year, approximately six months apart, and in conditions that maximize its effectiveness.
- 39.8.2.** Following verti-draining, the playing surface must be restored to an even and level condition.
- 39.8.3.** Verti-draining must also cover casual and spectator areas around the pitches.

#### **39.9. Re-Seeding**

- 39.9.1.** All football and sports pitches must be re-seeded during May at a rate sufficient to ensure a dense and durable grass cover.
- 39.9.2.** Grass seed used must be suitable for heavy-duty sports turf.
- 39.9.3.** Particular attention must be paid to worn areas such as centre circles and goal mouths, with additional seeding applied to ensure proper coverage.
- 39.9.4.** The contractor is responsible for ensuring successful grass growth. If grass seed fails to establish, alternative measures, such as turfing, must be implemented to achieve the required standard.

#### **39.10. Protective Fencing**

- 39.10.1.** Following renovation works, the Contractor shall supply and erect a protective barrier (e.g., posts and tape or webbing) around goal mouths and any other heavily worn or reseeded areas as soon as possible. The primary purpose of the fencing is to protect reseeded areas and promote successful growth and recovery. These barriers are to remain in place until the next playing season commences or until the Supervising Officer requests their removal. Removal may be for a temporary period if required for specific events or activities.



**39.10.2.** Protective fencing shall also be utilized where any area needs to be secured for health and safety reasons, e.g. holes in the pitched areas. The Contractor is expected to maintain a stock of protective fencing readily available for immediate deployment.

**39.10.3.** Protective fencing around reseeded areas, such as goal mouths, must be regularly inspected to ensure it remains intact and effective. If the fencing is disturbed or removed by anyone other than the Contractor or the Supervising Officer, it shall be promptly re-erected by the Contractor to ensure continued protection of the reseeded areas.

**39.10.4. Pitch Preparation**

The Contractor shall inspect all football pitches and sports areas once a week during the playing season. During each inspection, any stones or debris found on the pitches must be collected and removed from the site.

Any holes shall be filled with sandy loam, well consolidated, and any mounds shall be re-levelled. Holes or mounds found must be reported to the Supervising Officer and monitored by the Contractor, particularly after heavy rainfall.

**39.10.5.** During the playing season, when necessary, the Contractor shall dress goal mouths and other specified areas with approved lime-free sand. The application rate will depend on the condition of the area. Prior to application, the area must be aerated. Work must be carried out minimal disturbance to the playing surface.

**39.10.6. Match Fixtures**

The Contractor shall ensure that all sports pitches are in optimal condition for the prevailing ground conditions for all match fixtures, including non-scheduled matches.

- a) The Contractor shall notify the Supervising Officer at least 24 hours before a scheduled fixture if it is necessary to abandon the match or sport due to an unplayable surface or other reasons, including health and safety concerns.
- b) The Supervising Officer is ultimately responsible for cancelling matches or sport fixtures and will make the final decision if abandonment is deemed necessary.
- c) The Supervising Officer shall provide the Contractor with adequate notice of match or sport fixtures and cancellations, where possible.
- d) The Contractor shall ensure all reasonable efforts have been made to allow matches or sport fixtures to proceed as planned.
- e) The Contractor shall perform seasonal maintenance on pitches in the following order, unless an alternative sequence is recommended by the Contractor:
  - i. Spiking
  - ii. Harrowing
  - iii. Re-marking
- f) The Contractor shall take reasonable precautions to prevent damage to the playing surfaces. Any damage caused by the Contractor must be rectified at their own expense.

**40. TENNIS COURTS & OTHER ALL-WEATHER SPORTS AREAS**

**40.1. General**

**40.1.1.** Maintain tennis courts at Calthorpe Park and to a safe, high industry standard.

**40.1.2.** Ensure courts are weed-free, pest-free, and have a clean, playable surface at all times.

**40.2. Sweeping**

**40.2.1.** Keep playing surfaces free of litter, debris, water, ice, snow, and other materials..

**40.2.2.** Sweep all-weather courts every Monday and Thursday, year-round (except holidays like Christmas Day and Boxing Day).

**40.2.3.** Remove and dispose of all materials from site.

**40.3. Over-Marking / Painting Operations**

**40.3.1.** Repaint line markings on all hard surface sports facilities annually or as deemed necessary by the Supervising Officer.

**40.3.2.** Remove loose, flaking paint with a wire brush and clean the surface before re-painting.

- 40.3.3. Use non-toxic, high-quality paint suitable for the activity and approved for use.
- 40.3.4. Ensure no paint is spilled onto surfaces.
- 40.3.5. Provide visible “wet paint” warning signs.
- 40.3.6. Prevent lines from being walked on or driven over.
- 40.3.7. Repair any damage caused by the Contractor, at their cost.
- 40.3.8. Agree timing of painting with the Supervising Officer.
- 40.3.9. Ensure surfaces are dry and no rain is expected within 6 hours of completing painting.
- 40.3.10. Ensure the lines are accurate, uniform, and of the correct colour.

#### **40.4. Boundary Fencing, Gates & Posts**

- 40.4.1. Inspect tennis courts, sports areas, boundary fencing, and gates weekly.
- 40.4.2. Carry out necessary repairs.
- 40.4.3. Grease gate hinges to ensure smooth movement.
- 40.4.4. Report faults with electronic gates and any vandalism to the Supervising Officer.
- 40.4.5. Inspect tennis posts weekly.
- 40.4.6. Apply approved moss killer twice a year (spring and autumn).
- 40.4.7. Apply weed killer as needed, following manufacturer guidelines.
- 40.4.8. Keep surfaces moss and weed-free; additional applications are at the Contractor’s cost.
- 40.4.9. Comply with all safety legislation when applying chemicals.
- 40.4.10. Test moss or weed killer on a small patch to ensure it won’t damage the paint.
- 40.4.11. If damage occurs, seek an alternative chemical.
- 40.4.12. Remedy any surface or paint damage at the Contractor’s cost.

### **41. PLAY AREA INSPECTION & MAINTENANCE**

#### **41.1. General**

- 41.1.1. The Contractor shall as a minimum adhere to the guidelines laid down under BS5696 Part 3: 1979 Code for Practice (and subsequent updates to British Standards) for installation and maintenance, and all amendments thereto and any other relevant legislation.
- 41.1.2. The area will include all play equipment, enclosed ground areas, fencing, gates and corresponding signs. See [Appendix B](#) for list of equipment.

#### **41.2. Routine Inspection**

- 41.2.1. The Contractor shall visit and inspect all specified areas on a Weekly basis.
- 41.2.2. The inspection shall be conducted in an exhaustive and structured manner covering as a minimum, all items covered by RoSPA playground inspection requirements (or an equally recognised official body).
- 41.2.3. The inspection and maintenance of play areas shall be conducted by suitably trained staff.
- 41.2.4. A record of attendance at an NPFA or ROSPA (or equivalent recognised body) inspection / maintenance workshop or course at the appropriate level, is a minimum requirement for staff carrying out said works.
- 41.2.5. The Contractor shall supply copies of all certificates for staff undertaking playground inspections.
- 41.2.6. Attention should be paid to the following:
  - a) The security of all bolts, welds and other components subject to wear, breakage and interference.
  - b) Any vandalism or structural damage including but not limited to any malicious acts such as the placement of razor blades or broken glass on or into surfaces of play equipment or partial cutting of chains.
- 41.2.7. The Contractor shall tighten any loose bolts, screws; washer or covers etc. and remove any dangerous objects (see item b) above) immediately as part of the inspection.

### **41.3. Records of Inspection**

- 41.3.1.** For all areas, the Contractor shall complete a weekly inspection report, a copy of which shall be given to the Supervising Officer. The Contractor shall identify any defects, necessary repairs, other actions taken or recommended for action within 48 hours of the inspection taking place.
- 41.3.2.** The inspection report shall also include costs for any remedial works recommended by the Contractor where possible. Should additional parts need to be obtained, the Contractor shall follow up the report with any additional costs for repairs.

### **41.4. Routine Repairs & Maintenance**

- 41.4.1.** All maintenance, repairs, and component replacements must adhere strictly to the manufacturer's recommendations.
- 41.4.2.** Components and fasteners must be replaced with the correct replacement parts whenever necessary.
- 41.4.3.** The Contractor shall undertake minor repairs as required, including the following, and shall account for these in their rates:
  - a) Tightening of loose bolts, screws, washers, etc.
  - b) Repairing gate springs or hinge mechanisms.
  - c) Securing loose signs, bins, furniture, or chains.
  - d) Releasing and untangling twisted or tied swing chains to ensure proper functionality.
  - e) Removing any graffiti from equipment.
- 41.4.4.** For repairs not included in the Contract, the Supervising Officer will request a quotation for the work if it falls within the Contractor's capabilities. These will be paid separately at the applicable Daywork rates.
- 41.4.5. Lubrication**
- 41.4.6.** At least four times per year (including March, June, September, and December), the Contractor shall lubricate all play equipment that requires lubrication, using grease or oil supplied by the Contractor.
- 41.4.7.** The Contractor will ensure that all lubrication operations are carried out without causing oil or grease spillage on the play area surfaces.
- 41.4.8.** Any excess lubricants shall be removed by the Contractor before leaving the site.
- 41.4.9.** All padlocks and door locks must be lubricated on a monthly basis.

### **41.5. Painting of Equipment**

#### **41.5.1. General**

- a) every 12 months, the Contractor will undertake painting or coating of play equipment identified in reports or as directed by the Supervising Officer.
- b) All paints, preservatives, or coatings must be applied, and surfaces prepared, strictly in accordance with the manufacturer's guidelines.

#### **41.5.2. Steel Equipment**

- a) Equipment will be painted using appropriate lead-free gloss paint, suitable for external use.
- b) Painting will follow existing patterns and colours unless otherwise specified.
- c) Adjoining areas of different colours will be painted with clean, straight lines and feathered to provide a smooth, run-free surface.

#### **41.5.3. During Painting Operations**

- a) The Contractor must prevent paint spillage or drips on play area surfaces and ensure the public is informed of wet paint through appropriate signage and barriers, which must remain until surfaces are dry.
- b) All debris produced during painting operations must be cleared before the Contractor leaves the site.

#### **41.5.4. Pre-Painting Procedure**

- a) The Contractor will always check with the Supervising Officer before painting to confirm whether the equipment is under manufacturer's guarantee.

### **41.6. For Every Painting Operation:**

- 41.6.1.** Wire brush or rub down all areas to remove loose paint or rust.
- 41.6.2.** Remove all grease or oil from areas to be painted.

- 41.6.3. Treat all exposed metal or rust with an approved rust-preventative sealant.
- 41.6.4. Apply rust-preventative primer to all treated areas.
- 41.6.5. Paint all primed areas with an appropriate undercoat in a colour that complements the final colour.
- 41.7. **Wooden Equipment**
- 41.7.1. Sand down any rough or splintered areas to leave a smooth surface.
- 41.7.2. Apply one coat of primer (undercoat) and two coats of exterior-grade gloss finish to painted wood.
- 41.7.3. Apply an approved timber preservative to unpainted wood, either to match the existing finish or as approved by the Supervising Officer.

## 42. LITTER MANAGEMENT

- 42.1. **Description** This schedule outlines the contractor's responsibilities for litter picking, waste disposal, and additional tasks, in addition to the general litter picking operation outlined within the Contract.
- 42.1.1. **Daily Litter Management (Excluding Sundays)**  
The following tasks shall be carried out daily:
  - a) Litter picking and removal of all litter from sites owned by FTC
  - b) Emptying of litter and dog waste bins
  - c) Provision and installation of new clean bags in bins
  - d) Disposal of all collected litter off-site
  - e) Cleaning and disinfecting of bins, at least quarterly
- 42.1.2. **Litter Bins Provided at the Following Locations**
  - a) The Views (including the skate park)
  - b) Basingbourne Park
  - c) Oakley Park
  - d) Calthorpe Park (including sports facilities)
  - e) Ancells Farm
- 42.1.3. **Additional Litter Picking Schedule**
  - a) **Isolated Areas (without litter bins):** Litter picking shall be carried out no less than **monthly**, with all waste bagged and disposed off-site.
  - b) **Public Footpaths:** Litter picking shall be done at least **Weekly**, unless otherwise instructed by the Supervising Officer. Waste will be bagged and removed off-site.
  - c) **Woodland Areas and Pathways:** Litter picking shall be done no less than **weekly**, within approximately 2 meters of the pathways.
  - d) **High Traffic Areas:** Areas with frequent litter and evidence of gatherings shall be monitored and reported to the Supervising Officer.
- 42.1.4. **Spring and Summer Litter Picking**  
During the Spring and Summer months, litter picking in all areas will also occur on Sundays (becoming 7 days a week).
- 42.1.5. **Fly Tipping and Other Waste Removal**
  - a) The contractor is responsible for removing fly-tipped waste, which may include domestic waste, appliances, garden waste, or building rubble.
- 42.1.6. **Additional Tasks**  
The contractor will be compensated at Day Works rates for the removal of other items as instructed by the Supervising Officer. These items may include, but are not limited to:
  - a) Broken fencing
  - b) Damaged items from FTC buildings
  - c) Left-over items from events
  - d) Impromptu builds (e.g., dens)
- 42.1.7. **Contractor's Responsibilities**
  - a) Report any barbeques or informal gatherings on FTC land to the Supervising Officer.
  - b) Report any damage caused by these events to the Supervising Officer.
  - c) The contractor must include litter picking, fly-tipped material management, and the use of machinery for removal and disposal in their rates.

### **43. SPECIAL SERVICES**

#### **43.1. Scope of Services**

- 43.1.1.** The additional specialist services primarily involve managing woodland areas to identify trees that pose or may pose a danger to persons or property.
- 43.1.2.** The Contactor shall appoint a Specialist (employee or Sub-Contractor) to carry out the annual tree survey and must be approved by the Supervising Officer before any agreements or works commence.
- 43.1.3.** The Supervising Officer reserves the right to remove a sub-contractor at any time.

#### **43.2. Specialist & Arboricultural Services**

- 43.2.1.** Specialists must be engaged on a “per day” basis to conduct site inspections and identify works outside the scope of other grounds maintenance operations.
- 43.2.2.** As part of the reporting process, the Contractor must provide costs for any recommended works.

#### **43.3. Annual Tree Survey**

- 43.3.1.** The Annual Tree Survey must be completed and submitted to the Supervising Officer by the end of October each year.
- 43.3.2.** The Contractor must inspect all woodland boundaries and footpaths, identifying trees that pose or could pose a danger to persons or property.
- 43.3.3.** Defects likely to cause danger (e.g., “split bough” or “leaning trunk”) must be catalogued and recorded on a map/plan for easy identification.
- 43.3.4.** The Contractor must agree on a colour-coding system with the Supervising Officer to distinguish high-risk defects from less urgent ones.
- 43.3.5.** Trees deemed “high risk” must be reported to the Supervising Officer immediately, along with costs for remedial work. Tree work arising from the survey is excluded from this contract, and neither the Contractor nor sub-contractors may bid for these works.
- 43.3.6.** Where bushes, holly, or overgrowth obstruct access to trees, the Contractor must clear a path to facilitate the inspection.
- 43.3.7.** Clear, highly visible markings must be used to assist tree surgeons in identifying trees requiring attention.
- 43.3.8.** The survey report must include a **What3Words** location reference for each identified tree.
- 43.3.9.** Trees situated in the centre of wooded areas that pose no risk if they were to fall can be excluded from the survey.
- 43.3.10.** Trees posing a risk must be categorized in the survey report as follows:
  - a) Priority 4:** No Risk – Healthy or no urgent intervention required or works to encourage growth and prevent decline.
  - b) Priority 3:** Low Risk – Healthy or unhealthy, located in areas posing a risk to the general public or property.
  - c) Priority 2:** Medium Risk – Requires attention; potentially deadwood, diseased, uprooting, or splitting. Could escalate to high risk within 12 months.
  - d) Priority 1:** High Risk – Immediate action required due to a significant risk of injury or damage.
- 43.3.11.** For trees identified as “High Risk,” barriers and/or warning signs must be installed immediately to notify the public of the potential hazard.

### **44. STREET & PARK ASSETS**

#### **44.1. Furniture**

##### **44.1.1. Types of Furniture (Listed in [Appendix A](#))**

- a)** Benches & Seats
- b)** Picnic Benches
- c)** Litter Bins

- d) Entrance Gates
- e) Noticeboards & Signs
- f) Railings
- g) Bollards
- h) Resting Fences
- i) Bicycle stands.

#### **44.2. Vandalism**

**44.2.1.** The Contractor's rates shall include provisions for:

- a) Removing all graffiti from surfaces of furniture within the Contract area, using materials appropriate for the purpose.
- b) Ensuring that all materials and chemicals used do not harm surfaces, adjacent plants, materials, or structures, and are applied in accordance with the manufacturer's instructions.
- c) Removing graffiti from sports pavilions, including brickwork, wood, windows, plastics, and metal surfaces.
- d) Removing graffiti from trees, fences, and similar surfaces.

#### **44.3. Inspection**

**44.3.1.** The Contractor shall:

- a) Inspect all furniture specified within the Contract area weekly.
- b) Remedy any faults or re-secure as needed.

**44.3.2.** The Contractor shall take reasonable steps to make safe any furniture found to be in a dangerous condition.

**44.3.3.** The inspection shall be:

- a) Recorded, and
- b) Findings reported to the Supervising Officer, along with recommendations for remedial action.

#### **44.4. Maintenance**

**44.4.1.** The Contractor shall undertake a maintenance program once every 12 months to include the following laid out in sections 45.4, 45.5 and 45.6.

- a) Clean all furniture items annually.
- b) Furniture shall be left free from dirt, grease, and other undesirable materials.
- c) All paints, preservatives, or other coatings shall be applied and prepared strictly in accordance with manufacturers' recommendations.

#### **44.5. Painting Equipment**

**44.5.1.** The Contractor shall always check with the Supervising Officer prior to painting to confirm if the furniture is under the manufacturer's guarantee.

#### **44.6. Steel Furniture**

**44.6.1.** Steel furniture shall be painted using:

- a) Appropriate lead-free gloss paint suitable for external use.

**44.6.2.** Equipment shall be painted to:

- a) The existing patterns and colours, or
- b) As otherwise specified.
- c) Areas of adjoining colours shall form a clear line, and all finished paintwork must be "feathered" to give a smooth surface free from runs.
- d) Before painting, the Contractor shall:
  - i. Wire brush or rub down areas to remove loose paint or rust.
  - ii. Remove grease and oil from all areas to be painted.
- e) Treat bare metal or rust with an approved rust-preventative sealant.
- f) Paint treated areas with:
  - i. A rust prevention primer.

- ii. An appropriate undercoat using a colour best suited to the final colour to be applied.

#### **44.7. Wooden Street Furniture**

**44.7.1.** Sand down any rough or splintered areas to leave a smooth surface.

**44.7.2.** Treat painted timber with:

- a) One coat of primer (undercoat), and
- b) Two coats of exterior-grade gloss finish.

**44.7.3.** Treat unpainted timber with an appropriate timber preservative to match the existing finish.

**44.7.4.** The Supervising Officer may, from time to time, require the removal and renovation of furniture items.

For such tasks:

- a) The Contractor shall ensure they can undertake the work at short notice.
- b) All tasks shall be completed within an agreed timeframe.

**44.7.5.** The Contractor shall not be required to undertake work that would, in the opinion of the Supervising Officer or the Contractor, require the skills of a craftsman, carpenter, metalworker, or stonemason.

#### **45. EMERGENCY RESPONSE**

##### **45.1. Emergency Response General Requirement**

**45.1.1.** The Contractor must provide an emergency callout fee for any works required outside normal working hours.

##### **45.2. Scope of Emergency Situations (outside normal working hours)**

**45.2.1.** The Contractor must be prepared to address emergencies posing immediate risk to persons or property.

##### **45.3. Response Time:**

**45.3.1.** The Contractor must arrive on-site within 3 hours of an emergency callout with appropriate equipment.

## Appendix A- Street and Park Furniture

Site	Item	No.
Ancells Farm	Hexagonal Tree Bench	1
	Benches with backrest no arms	3
	Picnic Table and benches	1
	Concrete and wood benches	3
	Dog litter bins	3
	Litter bins	6
	Dog fowling sign	3
	Park sign	1
	Neighbourhood sign	1
Calthorpe Park	Benches with backrest no arms	7
	Picnic Benches	5
	Cycle stands	6
	Litter and dog fowl bins	10
	Dog fowling sign	3
	Park sign	10
	Litter Bins	10
	Dog litter bins	2
Basingbourne	Wood and Metal Benches	5
	Picnic Benches	4
	Dog litter bins	4
	Litter Bins	7
	Park signs	9
Oakley Park	Wood and metal benches	6
	Picnic benches	3
	Dog litter bins	4
	Litter Bins	7
	Park Signs	10
The Views	Wood and Metal Benches	14
	Dog litter bins	4
	Litter bins	6
	Park signs	4



Site	Location	Type
Town Centre Benches		
Fleet Road	Nr.29 Fleet Road	Wood with metal frame
Fleet Road	Nr. 80 Fleet Road	Metal
Fleet Road	Nr.94 Fleet Road	Wood with metal frame
Fleet Road	Nr. 94 Fleet Road	Wood with metal frame
Stockton Avenue		Wood with metal frame
Fleet Road	Sainsbury, Fleet Rd	Wood with metal frame
Fleet Road	M & S, Fleet Rd	Wood with metal frame
Fleet Road	M & S, Fleet Rd	Wood with metal frame
Fleet Road	Halifax, Fleet Rd	Metal
Fleet Road	Snip, Fleet Rd	Wood with metal frame
Fleet Road	Snip, Fleet Rd	Wood with metal frame
Fleet Road	Snip, Fleet Rd	Wood with metal frame
Fleet Road	Junction Fleet Rd/Victoria Rd	Wood with metal frame
Fleet Road	Junction Fleet Rd/Victoria Rd	Wood with metal frame
Fleet Road	Junction Fleet Rd/Victoria Rd	Wood with metal frame
Fleet Road	Junction Fleet Rd/Victoria Rd	Wood with metal frame
Fleet Road	Nr. 212 Fleet Rd	Wood with metal frame
Fleet Road	Nr. 216 Fleet Rd	Wood with metal frame
Fleet Road	Nr. 285 Fleet Rd	Wood with metal frame
Fleet Road	Gurkha Sq./Fleet Rd	Wood with metal frame
Fleet Road	Gurkha Sq./Fleet Rd	Wood with metal frame
Fleet Road	Amazon, Fleet Rd	Wood with metal frame
Crookham Road	Corner Glen Road	Concrete and wood
Stockton Avenue	Junction with Pine Road	Wood
Kings Road	By Lynchford Tyres	Wood and metal
Branksomewood Rd	Opposite Cadogan Court	Metal
Church Road	Adjacent to Hart Windows	

## Appendix B- Play Equipment

### PLAY EQUIPMENT

Site	Item	No.
Ancells Farm		
	Climbing Stones	2
	Cableway	1
	Pick-up Sticks	1
	Birds Nest Swing	1
	Rota-Play	1
	Multi-Gym (Wooden)	1
	Multi-Gym (Small)	1
	Rota-Play Table	1
	Swings - Baby	2
	Swing - Teen	2
	Baby Slide	1
	Spring Rocker	1
	Rota-Play Bowl	1
	Rocker Chair Animals	2
	Climbing Hut Shed	1
	Rope Walk	1
	Teen Onion Hang out	1
	Outdoor Gym –	
	Sky Stepper	1
	Double Slalom Skier	1
	Disabled Arm & Pedal Bike	1
	Combi Pull Down & Push up	1
	Rowing Machine	1
Calthorpe Park		
	Swan Large (Wooden)	1
	Swan Small (Wooden)	2
	Wood Trim Trail	5
	Vinci Timber SEN Multiplay Unit	1
	Vinci Elephant Slide	1
	Vinci Basket Swing	1
	Magnifying Post	2
	Vinci Timber Swing - 2.3 High, 2 Flat, 2 Cradle Seats	1
	Count the Shapes Play Panel - 1200mm x 800mm	1
	Noughts and Crosses Play Panel - 1200mm x 800mm	1
	Solar Explorer Play Panel - 1200mm x 800mm	1
	Vinci Timber Swing - 2.3 High, 2 Flat Seats	1
	In Ground Trampoline with 1.00m x 1.00m Jumping area - Unit size 1.5m x 1.5m	1
	Quali Cite Chair Duo Springer 1 to 6 years	1
	Autumn Leaves Play Panel - 770mm x 690mm	1
	The Labyrinth Play Panel- 720mm x 690mm	1
	Square Litter Bin	8
	Picnic Steel Table - Inclusive	4

	Traditional Steel Bench - 1.8m long	4
	3 Panel Single Sided Multi Active Wall - 8.2	1
	3 Panel Single Sided Multi Active Wall - 8.2m wide x 2m high	1
	Youth Shelter - Rest - 4.0m x 2.5m x 2.5m High	1
	You&Me Inclusive Swing Seat - 2.4m high frames	1
	Scooter Pump track	1
	Mega Fort	1
	ManDDAa Accessible Whirl - 2.0m Diameter	1
	Embankment Tube Slide	1
Basingbourne		
	Swings – Baby	2
	Swings – Teen	2
	Multi-Gym (Metal)	1
	Wooden Raised Walk Path	4
	Train (Metal)	2
	Train Shed	1
	Bridge	1
	Spring Rockers	3
	Small Round-About	1
	Brick Triages	1
	Multi-Gym (Wooden)	1
	Panel Single Sided Multi Active Wall -	3
	Vinci Swings - 2 Bays, 1 Basket Swing	1
	Vinci Fixed Net Climber - 3.0m High	1
	Vinci Overhead Twister - 1.8m High	1
	Quali Cite Horizontal See Saw	1
	Vinci Timber Multiplay Unit	1
	Vinci Ski Simulator	1
	Youth Shelter - 4.0m x 2.5m x 2.5m High	1
Oakley Park		
	Swings – Baby	2
	Swings - Teen	2
	Slide – Small	1
	Slide – Large	1
	Multi-Gym	1
	Walking Swing	1
	Small Round-About	1
	Metal Goal	1
	Rock Climb	1
	Tyre Swing	1
	Basketball Net	1
	Teen Seat	1
	Seesaw	1
	Rocking Boat	3
	Teen / Adult Trim-Trail	3
The Views		
	Swing - Baby	6
	Swing – Teen	4
	Embankment Slide – Small 3.4m	1

	Embankment Slide – Large 4.4m	1
	Tractor with slide (Metal)	1
	Tractor (Metal)	1
Skate Park		
	Spined Mini Ramp	1
	Spine	1
	Volcano Ramp	1
	Driveway Planter	1
Edenbrook-		
The Sorrels	Large Rope Play	1
	Dome Swing	1
	Small Slide Frame	1
	Circular Springboard	1
Edenbrook-		
Willowbourne	Slide & Rope Frame	1
	Dome Swing	1
	Wooden Balance Bridge	1
	Ground Dish	1

## Appendix C - Sample Contractor Works Schedule

Operation	Freq	April	May	June	July	August	September	October	November	December	January	February	March
<b>Grass</b>													
Cemetery: Full Cut	17	1	1	1	1	1	1	1	1	1	1	1	1
Cemetery: Abbet cut	16	1	1	1	1	1	1	1	1	1	1	1	1
Type A sports pitches & surrounding areas	33	1	1	1	1	1	1	1	1	1	1	1	1
Type A: Edge reform	1												
Type B: Mow public space	16	1	1	1	1	1	1	1	1	1	1	1	1
Type B: Edge reform													
<b>Hedges</b>													
Maintain & trim to shape													
Type 1-1 sides	2												
Type 2 -2 sides	2												
<b>Shrub Beds</b>													
Maintain	4												
Mulch (provisional)	1												
<b>Informal mixed planting</b>													
Maintain	2												
<b>Tree Maintenance</b>													
Maintain trees	12	1											
New planting (provisional)	1												
<b>Woodland</b>													
Maintain woodland	4												
Tree survey	1												
<b>Hard Surfaces</b>													
Maintain surfaces/paths	312	6	6	6	6	6	6	6	6	6	6	6	6
Litter pick to 7 main parks	312	6	6	6	6	6	6	6	6	6	6	6	6
Litter pick to amenity areas	17												
<b>Land drainage</b>													
Maintain water courses litter/bl	312	6	6	6	6	6	6	6	6	6	6	6	6
Maintain water courses inspect	6	1											
Maintain water courses de-silt	1												
Maintain ponds	12												
<b>Weed &amp; pest control</b>													
Hand spray herbicide (provision	1												
Hand spray residual herbicide to	1												
<b>Leisure facilities:</b>													
<b>Maintain football pitches: Senior size</b>													
Initial mark	1												
Mow lines	36	1	1	1	1	1	1	1	1	1	1	1	1
Remark	36	1	1	1	1	1	1	1	1	1	1	1	1
Paint posts	1												
Chain harrow pitch	30	1	1	1	1	1	1	1	1	1	1	1	1
Spike pitch	18	1	1										
<b>Maintain football pitches: Junior</b>													
Initial mark	1												
Mow lines	36	1	1	1	1	1	1	1	1	1	1	1	1
Remark	36	1	1	1	1	1	1	1	1	1	1	1	1
Paint posts	1												
Chain harrow pitch	30	1	1	1	1	1	1	1	1	1	1	1	1
Spike pitch	18	1	1										
Fertiliser	2	1											
Selective herbicide	1												
Vertidrain	2												
Overseed	1												
Topdress	1												
Inspect pitches	36	1	1	1	1	1	1	1	1	1	1	1	1
End of season renovations	1												
<b>Inspect &amp; maintain playgrounds</b>													
Weekly inspections	52	1	1	1	1	1	1	1	1	1	1	1	1
Lubrication	4												
Painting	1												
<b>Maintain tennis courts</b>													
Sweep court	104	2	2	2	2	2	2	2	2	2	2	2	2
Overmark court	1												
Inspect fences & gates & repair	52	1	1	1	1	1	1	1	1	1	1	1	1
Moss kill	1												
Weed kill	1												
<b>Locks</b>													
Padlocks	12												
Key Locks	12												
<b>Maintain furniture parks/town centre</b>													
Inspect													
Clean / Paint	2												
<b>Litter Management</b>													
Litter picking 6 days/week to se	312	6	6	6	6	6	6	6	6	6	6	6	6
Litter picking Monthly to areas	17												
Litter picking monthly to public	12												
Litter picking to streams & wate	26	1	1	1	1	1	1	1	1	1	1	1	1
Litter picking once week to woo	52	1	1	1	1	1	1	1	1	1	1	1	1
Litter picking to cemetery	26	1	1	1	1	1	1	1	1	1	1	1	1

**Schedule 2- NOT USED**

## **Schedule 3- Contractors Method Statements**

### **Method Statement for Grounds Maintenance Contract**

#### **Lead Contact**

Provide the name, title, and contact details of the primary lead contact responsible for the management and delivery of the contract.

#### **Health & Safety Manual**

Include an indexed copy of the Health & Safety (H&S) manual, covering policies, procedures, and risk assessments relevant to this contract.

### **Sub-Criteria and Method Statements**

#### **Sub-Criterion 1 – Infrastructure Plans**

##### **MS1 – Systems**

- **Works Programme and Tick Sheets:** Clear scheduling and documentation of tasks.
- **Inspection Procedures:** Regular audits and checks for quality and compliance.
- **First-Line Control:** Immediate response protocols for emerging issues.
- **Management Control:** Oversight structure and accountability mechanisms.
- **Monitoring and Corrective Actions:** Procedures to identify, report, and rectify issues promptly.
- **Contractor Best Practices:** Strategies for delivering industry-leading services.
- **Management Reporting:** Templates and timelines for reporting to FTC.
- **Quality Control Inspections:** Systematic reviews to ensure standards are met.

#### **Sub-Criterion 2 – Operational Delivery**

##### **MS2 – Contract Resources for Grounds Maintenance, Landscaping, Installations, and Inspections**

- **Staffing:**
  - Number and roles of staff at management, supervisory, and operational levels.
  - Details of seasonal or part-time staff and their functions.
- **Vehicles and Equipment:**
  - Type and number of vehicles and equipment dedicated to the contract.
  - Specific details of quantity of mowing equipment.
  - Breakdown contingencies.
- **Productivity Metrics:**
  - Performance data from comparable contracts, including customer satisfaction levels.
- **Service Delivery:**
  - Methodology for grounds maintenance, landscaping, and inspections.
  - Seasonal adjustments and green waste recycling commitments.
  - Working hours, including bank holiday arrangements.
- **Contingency Planning:**
  - Protocols for service disruption due to inclement weather or other challenges.

##### **MS3 – Integration of Services**

- Plans for aligning services such as grass cutting, inspections, pavilion cleaning, and sports bookings.
- Proposals for collaboration with:
  - Community events and initiatives.

- Friends of Groups.
- Other contractors, e.g., tree surgeons and maintenance teams.

### **Sub-Criterion 3 – Mobilisation, Innovation, and Added Value**

#### **MS4 – Monitoring, Management, Supervision, and H&S Management**

- Monitoring and self-monitoring systems at local and corporate levels.
- Health & Safety policies, including roles and responsibilities.
- Asset and subcontractor procurement plans, including supply chain management.

#### **MS5 – Mobilisation Programme**

- Detailed mobilisation plan covering:
  - Resource procurement, including vehicles and staff.
  - A timeline from contract award

#### **MS6 – Innovation and Added Value**

- Environmental innovations and delivery timelines.
- Social value initiatives.
- Staffing commitments to ensure service excellence.
- Proposals for community engagement and service improvements.
- Examples of previous innovation-driven successes.

#### **MS7 – Overall Management of the Contract**

- Strategy for managing the contract, including formal and informal collaboration with FTC.
- Proposed partnership arrangements and meeting schedules.
- Inclusion of FTC in selecting key personnel (e.g., Contracts Manager).
- Tenderer's Business Continuity Plan.

## **46. The Tenderers Continuity Plan**

### **46.1. General**

- 46.1.1.** "If applicable"- In the event that Contractors main depot (ENTER CONTRACTOR SITE ADDRESS) becomes unusable, through fire, flood or access issues. The Alternative depot will be opened at (ENTER ALTERNATIVE CONTRACTOR SITE ADDRESS).
- 46.1.2.** Please detail what provisions shall be in place to ensure that the contract is fulfilled in the event the Contractors Depot / Head Office becomes unusable.
- 46.1.3.** Details of how work at Fleet Town Council shall be prioritised against other contracts.



## **Schedule 4- Bill of Quantities / Contract Price**

### **47. PREAMBLE TO BILL OF QUANTITIES**

#### **47.1. Details**

In this Bill of Quantities, the subheadings and item descriptions identify the work covered by the respective items, but the exact nature and extent of the work to be performed is to be ascertained by reference to the Drawings, specification and Conditions of Contract as the case may be read in conjunction with the matters listed against the relevant marginal headings "Method of Measure". The rates and prices entered in the Bill of Quantities shall be deemed to be the full inclusive value of the work covered by the several items including the following, unless expressly stated otherwise;

- i. Labour and costs in connection therewith.
- ii. The Supply of materials, goods, storage and costs in connection therewith including waste and delivery to site.
- iii. Plant and costs in connection therewith.
- iv. Fixing, erecting and installing or placing of materials and good in position.
- v. Temporary works.
- vi. The effect on the phasing of the works, alterations or additions, such work is set forth or reasonably implied in the documents on which the tender is based.
- vii. General obligations, liabilities and risks involved in the execution of the works, set forth or reasonably implied in the documents on which the tender is based.
- viii. Establishment charges, overheads and profit.

#### **47.1.1. Completion of Bill of Quantities**

Tenderers must complete the attached Bill of Quantities in accordance with these instructions.

#### **47.1.2. Submission Requirements**

The completed spreadsheets and documents must be included in both electronic copy and hard copy submissions. Each hard copy must have every priced page signed by the responsible individual.

All tender documents shall be emailed to [PROCUREMENT@FLEET-TC.GOV.UK](mailto:PROCUREMENT@FLEET-TC.GOV.UK) by 12noon Friday 16<sup>th</sup> May 2025.

#### **47.1.3. Service Standards and Quantities**

The quantities specified in the Specification and Bill of Quantities represent FTC's required standard of services.

Tenderers are deemed to have conducted all necessary enquiries, surveys, inspections, and activities to formulate their Tenders accurately.

#### **47.1.4. Pricing Format**

All items must be priced in Pounds Sterling, exclusive of VAT.

#### **47.1.5. Site Visits and Local Conditions**

Tenderers are expected to have visited all relevant sites to assess local conditions, operational requirements, access, parking, and other factors impacting contract execution. No claims for lack of knowledge will be entertained.

#### **47.1.6. Tender Queries**

Questions during the tendering period should be submitted via **PROCUREMENT@FLEET-TC.GOV.UK**. The Supervising Officer or designated Fleet Town Council representatives will make clarification available to all Tenderers.

#### **47.1.7. Quality Inspections**

All services under the Contract are subject to regular quality inspections by the Supervising Officer.

#### **47.1.8. Scope of Rates and Prices**

Rates and prices entered in the Bill of Quantities are deemed to include:

- a) Labour and associated costs.
- b) Supply, storage, waste, and delivery of materials.

- c) Plant, temporary works, and associated costs.
- d) Obligations, liabilities, risks, and management overheads.
- e) Where in the Contract a choice of alternative materials or design is indicated for a given purpose, the description billed and the rates and prices inserted shall be deemed to cover any of the permitted alternative materials or designs which the Contractor may elect to use and all measurements of such work shall be based upon the design to which those billed descriptions refer.

#### **47.1.9. Measurement of Work**

Quantities will be computed net from drawings unless stated otherwise. Rates must account for waste.

#### **47.1.10. Unpriced Items**

Items without a price or rate are deemed to be covered by other rates in the Bill of Quantities.

#### **47.1.11. Tender Submission Requirements**

Failure to provide adequate information may result in disqualification.

#### **47.1.12. Inclusive Nature of Items**

Tenderers should note that item descriptions include ancillary works as specified.

#### **47.1.13. Annual Quantities and Rates**

Quantities shown represent annual requirements, and rates are for each specified operation per unit. Annual costs are calculated by multiplying quantities by the rates.

#### **47.1.14. Frequency of Operations**

Item descriptions indicate the frequency of operations where applicable. If no frequency is shown, regular attendance is required throughout the year.

#### **47.1.15. Provisional Items**

Provisional items are one-off operations, with payments made for actual work performed.

#### **47.1.16. Grass Cutting Options**

For Section 3 – Grass Cutting, include rates for alternative operations if required.

#### **47.1.17. Day Work Rates**

Day work rates must be extended and included in the Tender total.

#### **47.1.18. Provisional Quantities**

Provisional quantities are estimates and may vary. They may include both measured quantities and day rates and must be priced in full at the time of tender. Provisional quantities may be included in whole, in part, or not at all. No adjustments to day rates will be permitted due to quantity variations

#### **47.1.19. Preliminaries Bill**

A Limited Preliminaries Bill is included, covering performance bonds, insurances, and preliminary setup costs and all other overhead charges not included in the rates and prices.

#### **47.1.20. Annual Pricing**

Each item in the Bill of Quantities must reflect one year's operations as specified.

#### **47.1.21. Summary and Totals**

Page totals in the Bill of Quantities must be carried forward to the summary page, and the summary page totals must be transferred to the Form of Tender at the front of the Tender document.

### **48. METHOD OF MEASUREMENT**

#### **48.1. Method of Measurement**

**48.1.1.** The following descriptions identify the scope of work to be included within the Contractor's rates and prices for the headline operational activities.

#### **48.2. Grass Cutting – Section 3**

**48.2.1.** Unless specified otherwise, the operation of grass cutting shall include the following ancillary operations:

- a) The removal and disposal of all litter including, paper, bottles, tins, broken glass and all other extraneous material
- b) The removal and disposal of all stones, debris and objects which could present a potential danger to the public or which could be pressed into the ground surface by the cutting operation
- c) The lifting and setting aside of all moveable obstructions such as litter bins, benches, dust bins, sacks, small play equipment, barriers etc. and their replacement in the original position after cutting operation.
- d) Cutting the required standard around immovable obstructions such as trees, signs, lampposts, bollards, isolated pieces of play equipment etc...
- e) Taking appropriate measures and using the appropriate equipment to cut grass in areas of safety surfacing around play equipment.
- f) Using appropriate grass cutting methods in areas where mowing is not possible, for example, the Cemetery
- g) Sweeping cuttings from paths, gutters, gullies etc...
- h) Removal of all mounds and filling of holes created by burrowing animals, unless there is any potential impact on protected species, or caused through usage for sport, or inappropriate use of cutting equipment or such other damage as may cause a potential danger to the public or users of the area.
- i) The use of grass boxes with cutting equipment to collect cuttings and disposal of such cuttings
- j) Edge maintenance.
- k) Cutting accessible stream and ditch banks
- l) Clearance of leaf and other natural debris including but not limited to, fruits, cones, twigs and small branches and deadwood
- m) Sweeping up and removal of excess cuttings from hard surfaces such as pathways, as a result of unsuitable machinery, wind blow, lateness of cut or other causes.

#### **48.3. Hedge Maintenance – Section 4**

**48.3.1.** The operation of Hedge Maintenance and Cutting shall include the following operations:

- a) Cutting and shaping of hedge to maintain specified size and form including the use of lines and canes or equivalent to obtain an even height and line.
- b) Removal and disposal of all arising.
- c) Removal of all litter, debris and unwanted vegetation from the base of the hedge and clean out to the outer profile of the hedge.
- d) Removal of clippings and cuttings lodged in the hedge.
- e) The use of secateurs and other handheld cutting tools in addition to the main cutters to dress the face of the hedge and remove uncut branches, torn leaves etc...
- f) Provision of all necessary plant, ladders, steps and platforms required to carry out the operations.
- g) Cut back to a minimum of 600mm to provide a clear space between the hedge and the adjoining property boundary fence where possible to allow access.

#### **48.4. Shrub Beds / Mulch – Section 5**

**48.4.1.** The operation of Shrub Bed Maintenance shall include the following:

- a) Regular visits to all shrub bed areas to assess scope of work.
- b) Thinning, pruning, trimming and shaping of all shrubs according to the species, variety, season and age to achieve a natural well-balanced shape.
- c) The encouragement of fruit and flower growth.
- d) Removal of all dead wood, foliage, flower and fruit heads and any damaged areas.
- e) Removal of excess growth to maintain visibility of splay, road signs, lights, notice boards and any other instance of nuisance or obstruction.
- f) Removal of litter, debris, arisings and disposal off-site on all working visits.
- g) Inspection and re-firming of bushes, trees and shrubs as a result of strong winds, frost heave or other cause.

- h) The checking of stakes and re-tying of ties.
- i) Removal of weeds by an appropriate method including, hoeing, spraying, digging, forking or pulling throughout the twelve months of the year. Note: digging and forking will not be permitted where the beds are mulched.
- j) Using techniques to avoid damage to stems, branches, roots of trees, shrubs and plants.
- k) Removal of all leaf fall within one month of the end of the last leaf fall.
- l) Edge maintenance.

#### **48.5. Shrub Bed Reinstatement – Item Coverage – Section 5**

**48.5.1.** The operation of Shrub Bed Reinstatement shall include the following:

- a) The removal and disposal of all dead and diseased shrubs, weeds etc...
- b) Cultivation by digging or rotoation of the area of planting to a depth of 225 mm, incorporating approved compost at a rate of 1 cu.m. per 13.3 sq.m. i.e. to a depth of 75 mm, into the full depth of the soil, taking care not to damage existing plants, trees, etc...
- c) Excavation of planting holes, or trenches sufficiently wide and deep to accommodate the full spread and depth of roots, taking care to avoid damage to existing plants, trees, etc...
- d) The planting of shrubs, trees etc. as agreed with the Supervising Officer (supply and handling of plants will be paid for separately).
- e) Backfilling of holes or trenches using imported medium texture topsoil from approved source and the incorporation of an approved slow-release fertiliser at 100g per shrub or 250g per tree and levelling of the site.
- f) Provision of stakes, canes and pegs, wire ties or other means of support to secure and protect species. Type of support to be appropriate to the size, type and location of the plant, tree etc. In the case of replacement hedging plants, a temporary post and wire fence will be provided until the line of plants is sufficiently well established.
- g) Skilful pruning of all unruly growth to achieve shape, watering and such aftercare required to ensure growth and establishment of each plant.
- h) Providing mulch to disturbed areas using a medium grade well composted bark chipping to a depth of 75 mm.
- i) Leaving the areas in a tidy state removing all arisings, containers, cutting and redundant supports.

#### **48.6. Informal Mixed Planting – Section 5**

**48.6.1.** The operation of Informal Mixed Planting shall include the following:

- a) Removal of all dead plants and parts of plants.
- b) Removal of unruly growth to correct nuisance or obstruction where shrubs overhang or overgrow grass areas. paths, road signs, lights, visibility splays or adjoining properties etc.
- c) Removal of debris and litter and plant arisings from planting area.
- d) The control of weeds by chemical or mechanical means.
- e) The re-firming and re-securing of supports as necessary to ensure growth and good establishment.
- f) Re-instatement of disturbed mulch, where it exists. Reporting to the Supervising Officer the need for additional mulch and if so directed.
- g) Reporting to the Supervising Officer and significant defects in the informal planting together with recommendations for additional planting or additional controls to encourage a well-established planted area.
- h) Informal planting areas may expand in size or number over the duration of this Contract. If such changes occur, the Contractor shall provide updated maintenance costs to reflect the amendments to the Contract.

#### **48.7. Site Security – Section 6**

##### **48.7.1. Restricted Access & Security**

- a) Contractor must keep gates locked while on site.

- b) No unauthorized vehicular access allowed.

#### **48.7.2. Key Management**

- a) Sites use padlocks and door locks with a grand master key system.
- b) Contractor receives up to five grand master keys; additional keys available upon request at their expense.
- c) Keys must be signed for at the contract start and verified annually in March.
- d) Contractor must report lost keys immediately and bear replacement costs.
- e) Loss of a grand master key results in full lock replacement at the contractor's expense.
- f) No duplicate keys to be made.

#### **48.7.3. Site Security Responsibilities**

- a) Gates must be locked after entry and exit.
- b) Pavilion and toilet doors must be locked when leaving.
- c) Contractor responsible for securing site before leaving.

#### **48.7.4. Lock & Security Maintenance**

- a) All locks and padlocks must be maintained monthly with water repellent and anti-rust grease.
- b) Contractor to check lock functionality during site visits and report issues.
- c) Monthly perimeter checks for breaches (fences, hedges, ditches) to prevent unauthorized vehicle access.
- d) Monthly monitoring for residential encroachments (cutting bushes, trees, plants) and reporting issues.

### **48.8. Tree Maintenance – Section 7**

#### **48.8.1.** The operation of Tree Maintenance shall include the following:

- a) Inspection of all trees for disease and damage or other defects, reporting and defect and seeking instruction from the Supervising Officer.
- b) Checking all stakes, tree guards, ties, supports etc. and replacing damaged or decayed supports and re-firming the tree.
- c) Removal of all stakes and ties etc. where specimens have outgrown the support and can sustain their own growth.
- d) Adjust ties to allow for growth and prevent chaffing.
- e) Refill any post or stake holes or top up soil around the roots. Taking care not to raise the level of soil around the base of the tree.
- f) Remove broken, damaged or unsafe branches up to 38 mm in diameter.
- g) Re-secure and replace mulching mats or growing tubes.
- h) Removal of all vegetation within 450 mm radius measured from the base of the tree by digging or herbicide application, taking care not to damage the tree roots or stem and the replacement or topping up of mulching material as appropriate. Operation to be undertaken at least once per annum.
- i) Straightening, firming and re-securing of supports to leaning or loose trees. Reporting any trees that cannot be secured and present a potential danger.
- j) The removal and reporting of all dead trees.

### **48.9. Woodland Maintenance – Section 8**

#### **48.9.1.** The operation of Woodland Maintenance shall include the following:

- a) Cutting back and removal from site of undergrowth, overgrowing or over hanging shrubs and minor branches up to 50 mm in diameter within 2 m of any adjoining public highway, permeable or impermeable path, and play or recreation area.
- b) Maintain the unobstructed width of any path to at least 2 m or the width of the pathway whichever is greater.
- c) Removal and disposal off-site of all litter and rubbish left in the woodland.

- d) Removal and disposal off-site of all woodland debris from all roadways and pathways, fallen trees, limbs and branches exceeding 100mm in diameter blocking roadways or pathways shall be cut into logs and stacked off the access route.
- e) Reporting to the Supervising Officer, following routine maintenance visits, the existence and location of any tree or part of a tree which is suffering from visible defects and is likely to present a danger to the public or property, cause a nuisance or obstruction to users of the amenity or adjoining property, including highways.
- f) Provide temporary barriers or warning signs to prevent the public from approaching dangerous trees where appropriate.

#### **48.10. Hard Surfaces – Section 9**

**48.10.1.** The operation of Hard Surface Maintenance shall include the following:

- a) Weed and remove moss by hoeing, pulling, scrapping or application of herbicide.
- b) Sweeping by hand or approved mechanical device to remove litter, grit, mud, leaves etc.
- c) Removal of annual leaf fall and other tree and plant debris.
- d) Trimming back and removal of overgrowing grass, overhanging shrubs, tree, hedges etc. where not specified elsewhere.
- e) Inspection and reporting to the Supervising Officer of any defects, or potential dangers such as potholes, heave due to tree roots etc.

#### **48.11. Amenity Footpaths, Permeable or Semi-Permeable – Section 9**

**48.11.1.** The operation of Amenity footpath Maintenance shall include the following:

- a) Weed control, and grass edging by the application of an approved herbicide over the entire area of the amenity footpath, or other method.
- b) Pulling of any persistent weeds.
- c) Removal of all litter, leaf fall, tree and plant debris.
- d) Trimming and removing of overgrowing or overhanging vegetation, including branches up to 38 mm in diameter, where not covered by other items in the specification, to maintain the full width of the path and a clear headroom of at least 1.8 m.
- e) Levelling of ridges and filling of ruts by raking or levelling including the supply, placing and compacting of similar material as required.
- f) Inspection and reporting to the Supervising Officer of any major defects or potential dangers such as potholes not rectified by general surface maintenance as above.

#### **48.12. Land Drainage & Water Features - Section 10**

**48.12.1.** The operation of land drainage and water feature Maintenance shall include the following:

- a) The Contractor shall ensure that all relevant Legislation is adhere to when completing any and all of the following and that all relevant licences / permissions have been obtained.
- b) All Land Drainage & Water Feature Maintenance relevant to section 10 of the Contract shall include the following:
- c) The cutting of grass and other vegetation to accessible banks (measurers as “cut grass”).
- d) The removal of litter and debris from banks and channels to ensure the constant unrestricted flow of water.
- e) The removal annually of silt and debris from the channels and inverts to maintain a uniform line and gradient between the entry and exit points of the watercourse on / through the area. Ensuring relevant licences are obtained. This operation may only commence after authorisation from the Supervising Officer.
- f) The removal of debris, including the build-up of vegetation from grill and flaps during any maintenance visit to the site.
- g) Rodding of piped sections of stream courses up to a maximum length of 6 m.
- h) Disposal of all arising off-site.

- i) Reporting to the Supervising Officer any defects to the stream courses and structures associated with the stream course as soon as the defect is identified.
- j) Provide temporary barriers or warning signs to keep the general public away from any serious danger associated with water courses.
- k) Maintain, and ensure the size, shape and direction of the watercourse is not affected in anyway.

#### **48.13. Watercourse Feature Maintenance – Section 10**

**48.13.1.** The Following is relevant, but not restricted to, all ponds and Watercourses.

- a) Cutting of grass and other vegetation to accessible banks.
- b) During visits to sites, during the summer months, to inspect for signs of blanket weed on the surface and remove using cane or rake as required.
- c) Annually in September, or as directed, control growth of aquatic marginal plants which are dominating the banks of all ponds to ensure at least 70% of the pond area is maintained as open water. All work to be agreed with the Supervising Officer in advance of undertaking the work.
- d) Cutting back of any overhanging branches or shrubs.
- e) Disposal of all arising off-site.
- f) Reporting any defects or potential dangers to the Supervising Officer including the condition of any notices, safety equipment and structures associated with the pond.
- g) The Contractor is responsible for educating themselves and staff on the requirements expected from a SINC.
- h) Removal of all logs and foreign matter.

#### **48.14. Weed & Pest Control by means of Chemicals – Section 11**

**48.14.1.** The operation of Weed and Pest Control by means of Chemicals shall include the following:

- a) Provision of all labour plant, equipment and materials.
- b) Application of the Chemical strictly in accordance with the manufacturer's instructions.
- c) Provision and placing of notices and warning signs to advise the public during spraying activities and for the duration of any chemical activity.
- d) Provision of secure storage.
- e) Safe disposal of empty containers.

#### **48.15. Leisure Facilities – Section 12**

**48.15.1.** The operation of all Leisure Facility Maintenance shall include the following:

- a) Sports Pitches
- b) The marking and re-marking of sports pitches appropriate to the sport including the supply of all labour and marking compounds.
- c) The mowing of lines during playing season.
- d) The erection and removal to storage of goal posts, at the Contractors Yard / secure premises, including the capping of sockets during the close season.
- e) The weekly inspection of goal posts to ensure their safety and the condition of all net hooks.
- f) The painting including cleaning, priming and top coating of all goal posts during the off-season.
- g) Weekly harrowing of football pitches during the playing season.
- h) Spiking of the sports pitches during the playing season to ensure adequate aeration of the pitch.
- i) The Supply and application of an approved granular fertiliser in April and August each year. Applied strictly in accordance with the manufacturer's instructions using the appropriately recommended means of application.
- j) Supply and application of approved weed killer across all sports pitches. Each pitch to receive one application between June and September.
- k) Appropriately renovate, at the end of each playing season each sports pitch including slit-tinning, re-levelling, supply and spreading a sand top dressing, verti-draining, re-seeding to re-establish the pitch to an appropriate industry standard (i.e. FA standards) agreed with the Supervising Officer.

- l) Provision of protective barrier (post and tape or webbing) to all re-seeded areas until full establishment of new grass or the commencement of the next playing season, whichever comes sooner.
- m) Perform pitch repairs during the playing season when required.

#### **48.16. Tennis Courts & All-Weather Sports Facilities – Section 13**

**48.16.1.** The operation of all All-Weather Sports Facility Maintenance shall include the following:

- a) Sweeping to maintain playing surfaces free of loose material, litter, water, ice, snow or other detritus matter.
- b) Painting all marking lines annually, including preparation, supply and use of approved paint, provide and display warning signs.
- c) Inspecting on a weekly basis all boundary fencing and gates and perform minor repairs as appropriate. Reporting any major defects or vandalism to the Supervising Officer.
- d) Supply and apply an approved moss killer to ensure a non-slip surface, to the playing area. Chemical to be applied twice per annum in Spring and Autumn.
- e) Supply and apply an approved weed killer as necessary to control all growth of weeds within or immediately adjacent to the hard playing surface.
- f) Perform maintenance on Tennis Posts to ensure they are fit for purpose including greasing, oiling and cleaning and repaint as instructed in this Section.

### **Schedule 4 – BILL OF QUANTITIES**

#### **49. BILL OF QUANTITIES**

**49.1.** Details of equipment, quantity, Unit, Rate and Amounts, shall be calculated and completed by the Tenderer. These figures shall then form part of the Contract.

**49.1.1.** Figures below have been filled in as a guide only.

**49.1.2.** The Contractor shall alter the equipment type, figures and amounts accordingly.

**49.1.3.** The Tenderer shall complete one combined form reflecting the total combined value of all sites.

**49.1.4.** In the table below, (No. 1) requests the Tenderer to provide Establishment Costs. This cost shall be a one-off cost for year one and shall not form part of the full annual or Contract value.

No.	Description	Quantity	Unit	Rate (£)	Amount (£)
<b>GENERAL ITEMS</b>					
1.	Establishment Costs		Sum		
2.	Extra Over for initial setup in year 1		Sum		
3.	Insurances		Sum		
4.	Itemised Reports – Tree Survey, Playground, etc.		Sum		
<b>GRASS CUTTING</b>					



5.	Type A	95,708	Sq. m		
6.	Type B		Sq. m		
<b>HEDGE MAINTENANCE</b>					
7.	Maintain/Trim Hedges (Type 1 – 1 side)	104.74	Linear m		
8.	Maintain/Trim Hedges (Type 2 – 2 sides)	446.5	Linear m		
9.	Additional Hedge Work		Sum		
<b>SHRUB BEDS</b>					
10.	Maintain Shrub Beds	260	Sq. m		
11.	Mulch (Provisional)	260	Sq. m		
12.	Shrub Bed Reinstatement		Sq. m		
<b>INFORMAL MIXED PLANTING</b>					
13.	Maintain Informal Mixed Planting	1,200	Sq. m		
<b>TREE MAINTENANCE</b>					
14.	Maintain individual Trees	200	No.		
15.	New Tree Planting (Provisional)	30	No.		
<b>WOODLAND</b>					
16.	Maintain Woodland	18.5	Ha		
<b>HARD SURFACES</b>					
17.	Maintain Impermeable Surfaces/Paths	820	Sq. m		

18.	Maintain Permeable Surfaces/Paths	1,500	Sq. m		
19.	Maintain Cemetery & Garden of Remembrance Paths	1,058	Linear m		
<b>WATER COURSES &amp; FEATURES</b>					
20.	Maintain Watercourses	1,406	Linear m		
21.	Maintain Oakley Pond	1	No.		
<b>WEED AND PEST CONTROL</b>					
22.	Hand Spray Herbicide (Provisional)	100	Sq. m		
23.	Hand Spray Residual Herbicide to Paved Areas	820	Sq. m		
<b>LEISURE FACILITIES</b>					
24.	Marking Pitches to Maintain	9	No.		
25.	Line Mark Football Pitches 11v11 – Oakley, Ancells Farm	2	No.		
26.	Line Mark Football Pitches 9v9 – Oakley, Basingbourne, Ancells	3	No.		
27.	Line Mark Football Pitches 7v7 – Calthorpe Park	2	No.		
28.	Line Mark Football Pitches 5v5 – Calthorpe Park	2	No.		
29.	Inspect and Maintain Playgrounds	9	No.		
30.	Maintain Tennis Courts	6	No.		
31.	Maintain furniture in all sites	160	No.		
32.	Maintain Furniture in Town Centre	30	No.		
<b>LOCKS</b>					

33.	Padlocks maintenance	25	No.		
34.	Key Locks maintenance	5	No.		
<b>LITTER MANAGEMENT</b>					
35.	Litter Picking (6 days/week to main parks) (52 weeks)	52	Wk		
36.	Sunday Litter Picking (26 weeks)	26	Wk		
37.	Litter Picking (Monthly to amenity areas)	12	No.		
38.	Litter Picking (Weekly to public footpaths)	52	No.		
39.	Litter Picking (Monthly to streams/watercourses)	12	No.		
40.	Litter Picking (Once per week to woodland paths)	52	No.		
41.	Litter Picking (Monthly to Cemetery)	12	No.		
<b>SPECIALIST SERVICES</b>					
42.	Basingbourne Sinc	1	Provisional Sum		£2000
43.	Oakley Sinc	1	Provisional Sum		£2000
44.	Provide Specialist Arborist/Tree Survey	10	Man day		
<b>DAYWORKS PROVISIONAL</b>					
45.	Skilled Horticultural Worker	40	Hrs		
46.	Semi-Skilled Horticultural Worker	100	Hrs		
47.	Unskilled/General Labourer	100	Hrs		
<b>PLANT DESCRIPTION</b>					

48.	Tipper Truck	20	Hrs		
49.	Van/Tipper Truck	50	Hrs		
50.	Large Tractor, Trailer, and Accessories	20	Hrs		
51.	Compact Tractor, Trailer, and Accessories	50	Hrs		
52.	Wheeled Excavator	50	Hrs		
53.	Rotary Mower	30	Hrs		
54.	Gang Mower	30	Hrs		
55.	Strimmer	30	Hrs		
56.	Chainsaw	50	Hrs		
57.	Hedge Trimmer	30	Hrs		
<b>MATERIALS</b>					
58.	Expended on materials		Sum		2500
59.	% Addition for Contractor's On-Costs		%		
<b>ANNUAL EQUIVALENT SUM</b>					
60.	TOTAL Annual Equivalent Sum (Estimated) excluding no.61		Sum		
61.	TOTAL Contract Sum (5 years) *		Sum		

**\*Contract Sum carried to form of Tender equals five times the Total Annual Equivalent plus the Extra Over Item (2).**

Signed..... Date:

Print:

## **Schedule 5 – Contract Management**

### **1. AUTHORISED OFFICER AND SUPERVISING OFFICER**

Name and contact details of the Authorised Officer:

Rita Tong     Executive Officer

Email:                executive.officer@fleet-tc.gov.uk

Telephone:    01252 625246

Name and contact details of the Supervising Officer:

Ben Crane     Facilities and Open Spaces Manager

Email:                ben.crane@fleet-tc.gov.uk

Telephone:    01252 625246

## **Schedule 6 – Council’s Policies**

**All Fleet Town Council Policies and Procedures can be found on the Website. Please visit...**

**[https://www.fleet-tc.gov.uk/Procedures\\_and\\_Policies.aspx](https://www.fleet-tc.gov.uk/Procedures_and_Policies.aspx)**

## **SCHEDULE 7 – CONTRACT SIGN**

SIGNED AS A DEED

on behalf of Fleet Town Council

Councillor 1

(Signature) \_\_\_\_\_

Councillor 2

(Signature) \_\_\_\_\_

In the presence of:

Fleet Town Council Executive Officer

(Signature) \_\_\_\_\_

Dated: \_\_\_\_\_

Executed as a Deed

on behalf of \_\_\_\_\_,

a director of \_\_\_\_\_

In the presence of:

(Signature) \_\_\_\_\_

Witness Details

Signature of Witness: \_\_\_\_\_

Name of Witness (in block capitals): \_\_\_\_\_

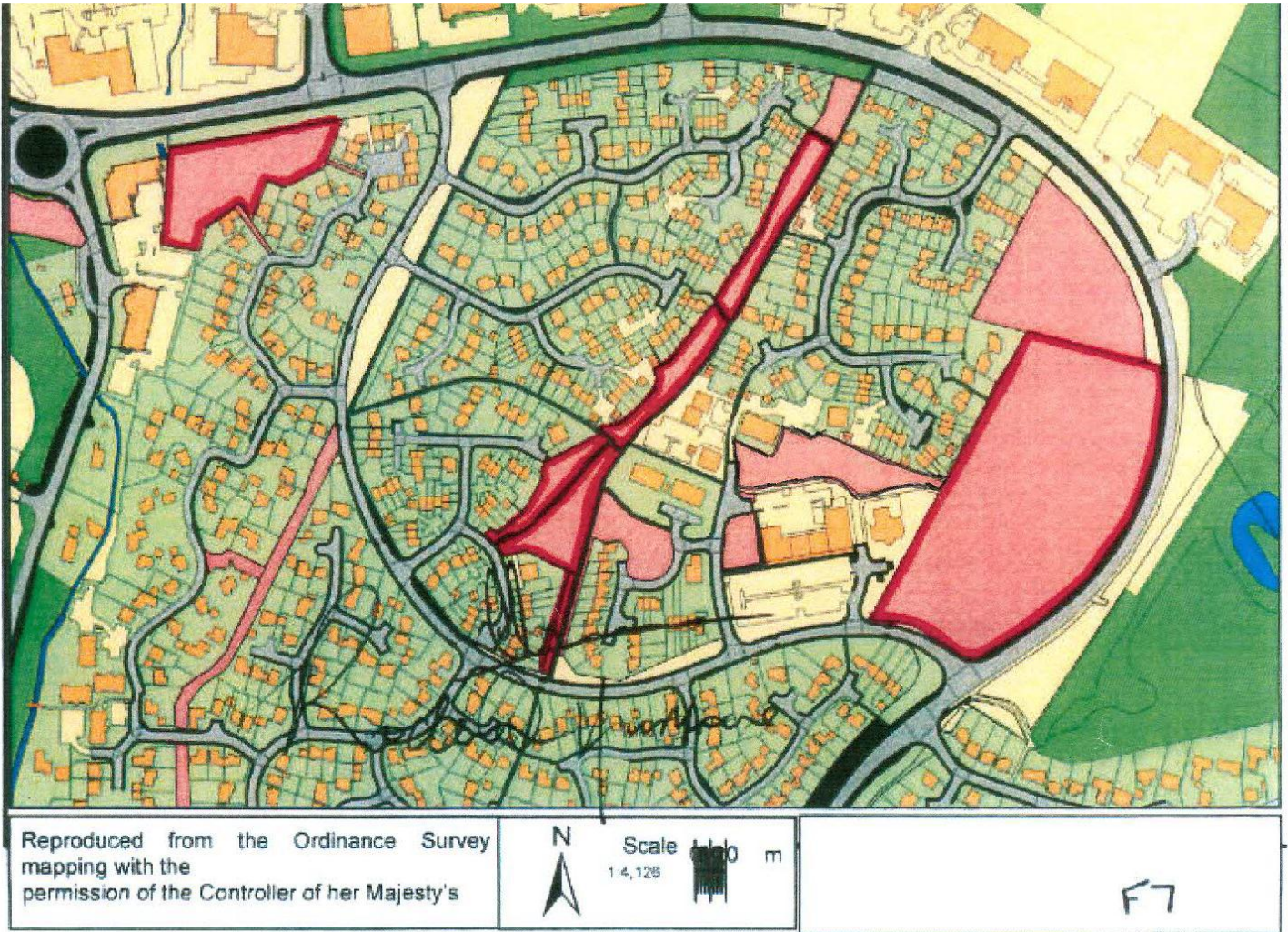
Address of Witness:

Occupation of Witness: \_\_\_\_\_

Dated: \_\_\_\_\_

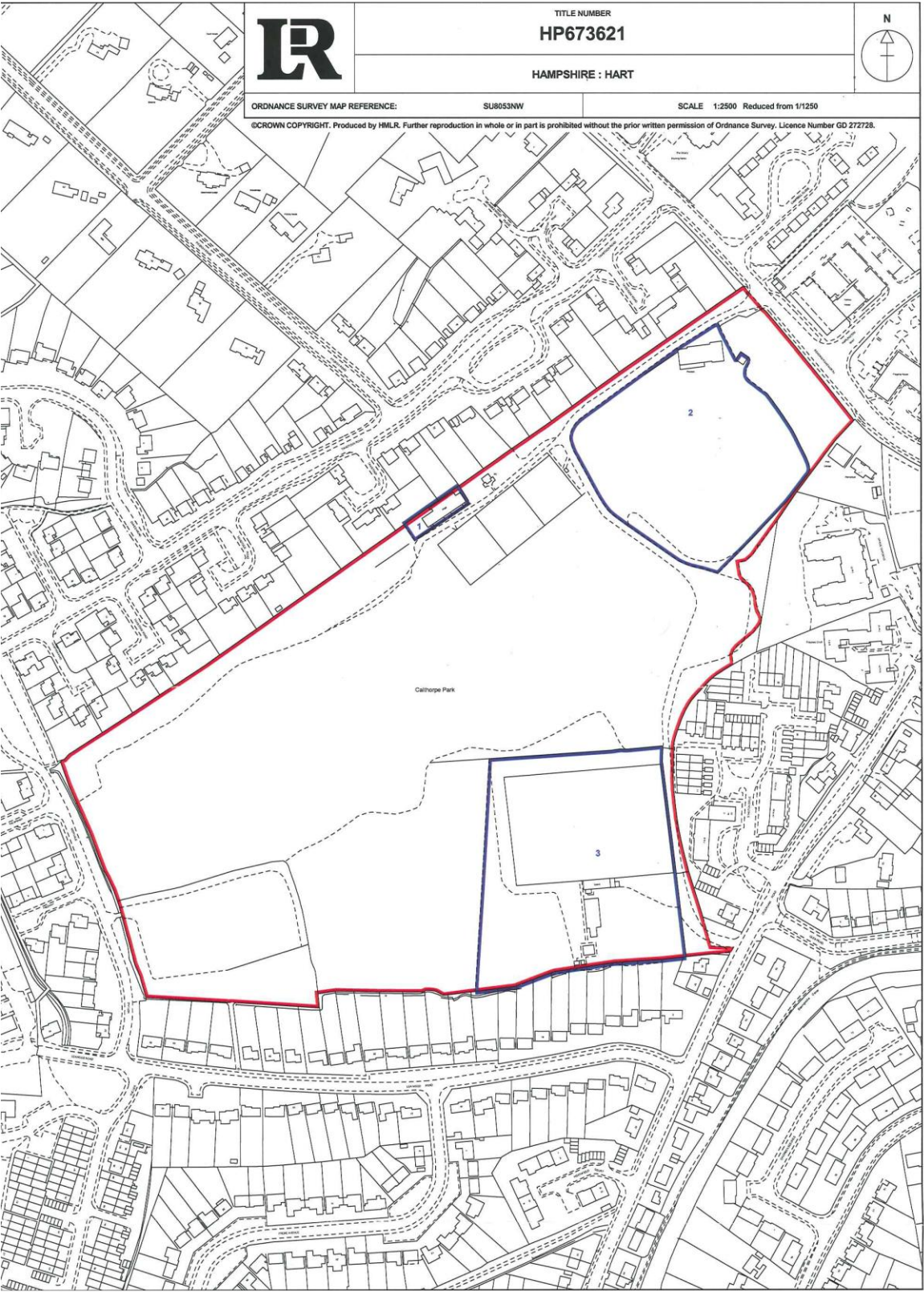


Ancells Farm Map



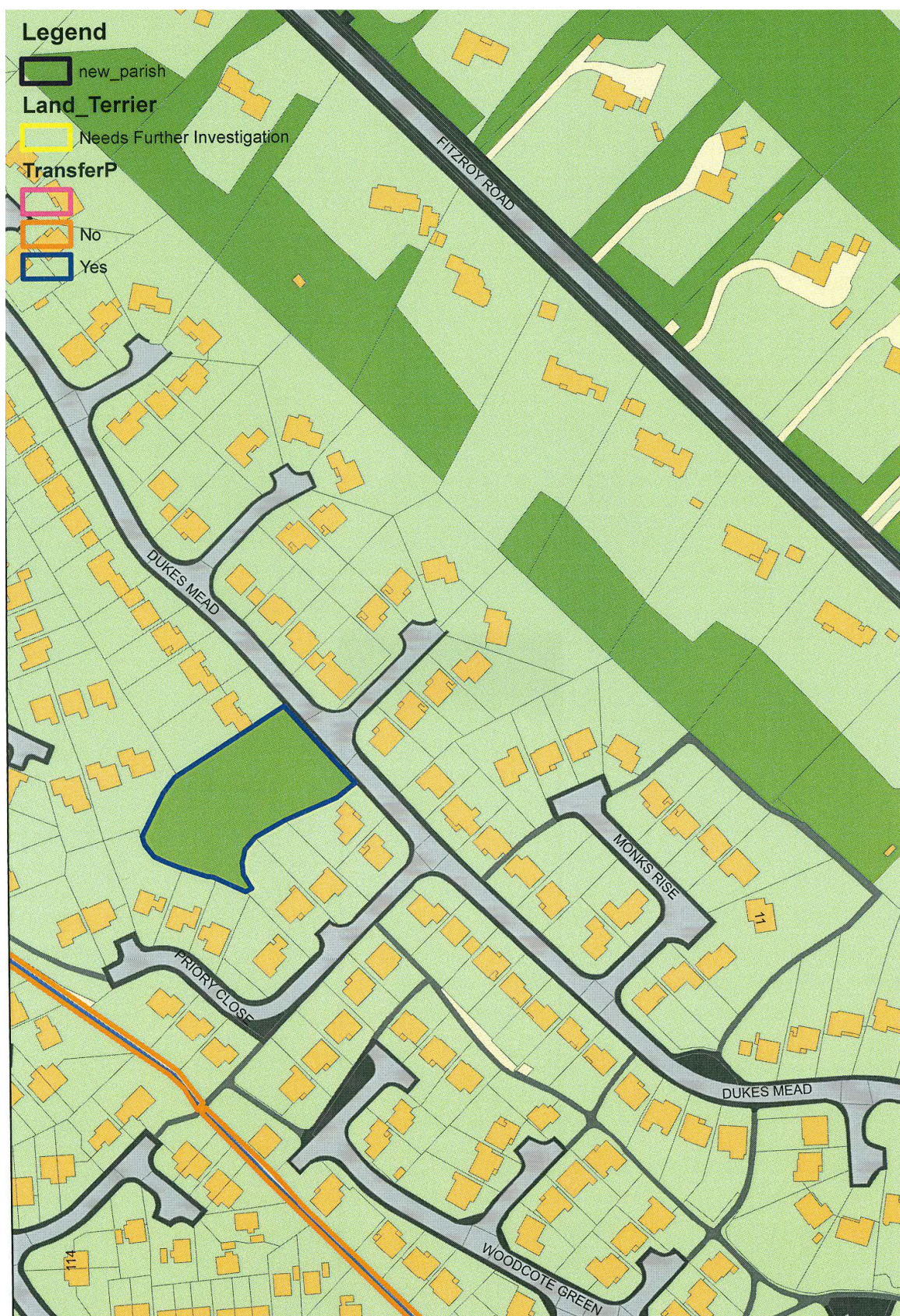


Calthorpe Park Map



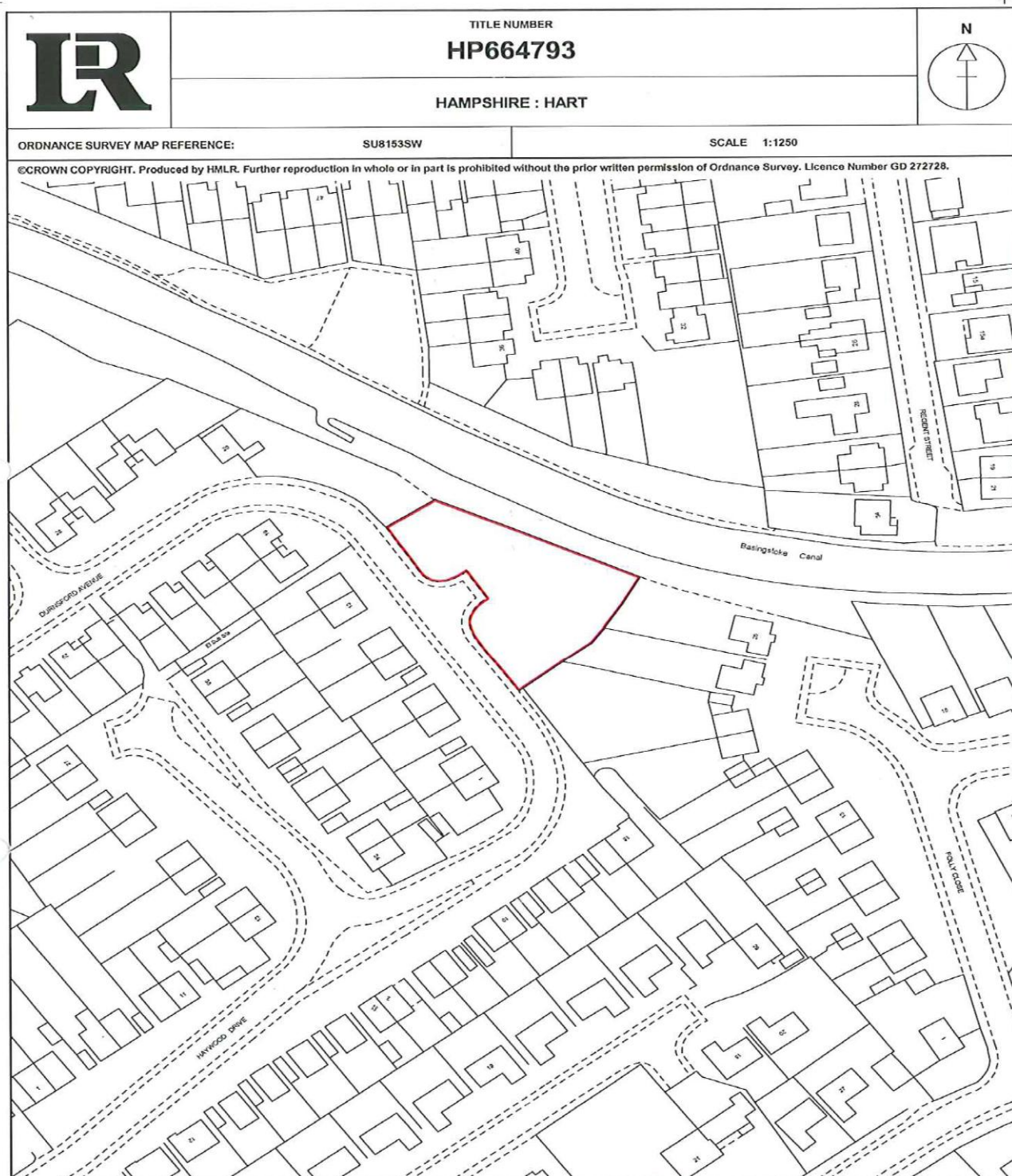


## Dukes Mead Map





# Durnsford Avenue & Holland Gardens Map



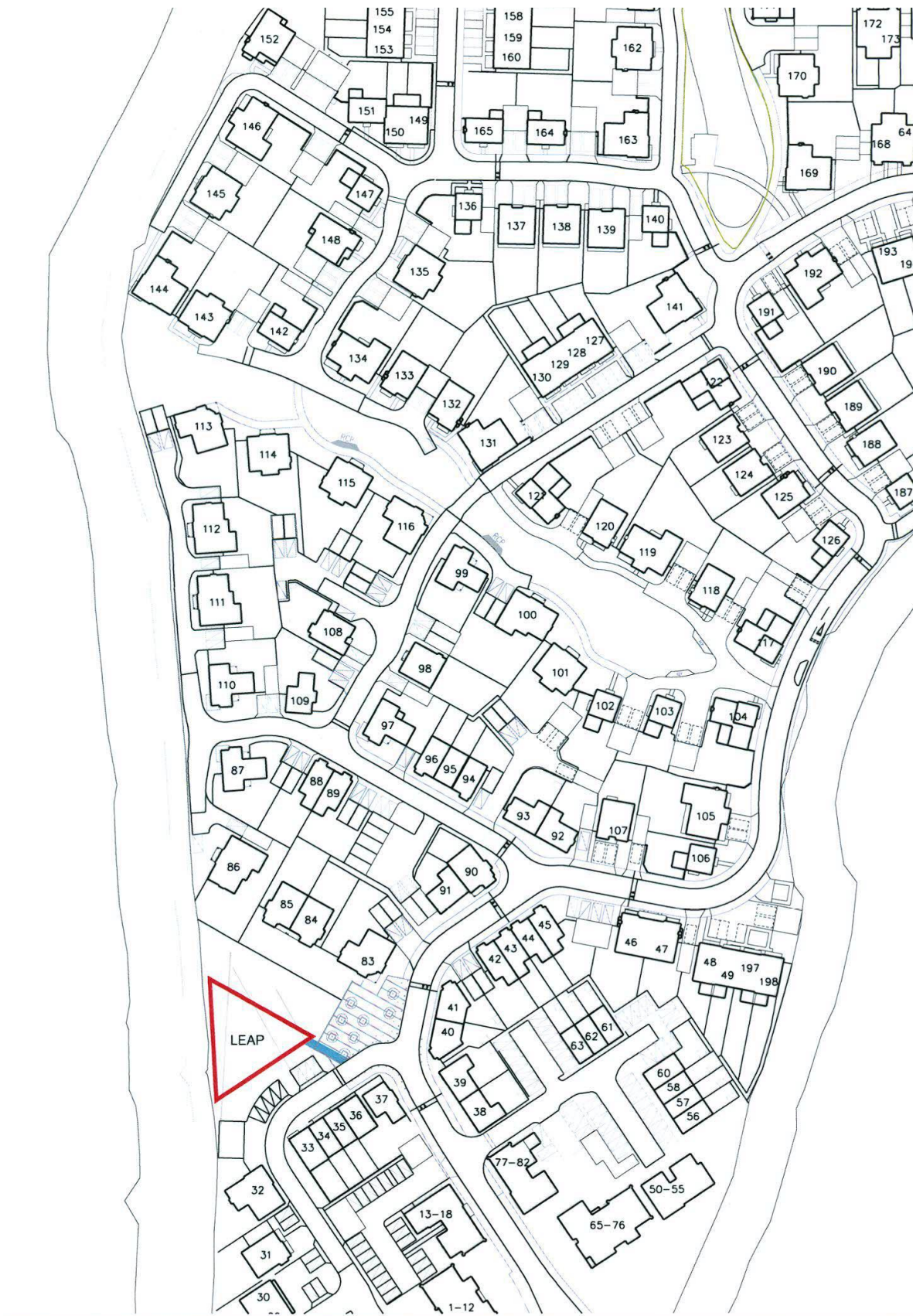
This title plan shows the general position of the boundaries: it does not show the exact line of the boundaries. Measurements scaled from this plan may not match measurements between the same points on the ground. For more information see Land Registry Public Guide 7 - Title Plans.

This official copy shows the state of the title plan on 13 December 2005 at 12:44:39. It may be subject to distortions in scale. Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original. Issued on 13 December 2005.

This title is dealt with by the Weymouth District Land Registry.



## Edenbrook – Blackthorns Map





Edenbrook – Sorells Map









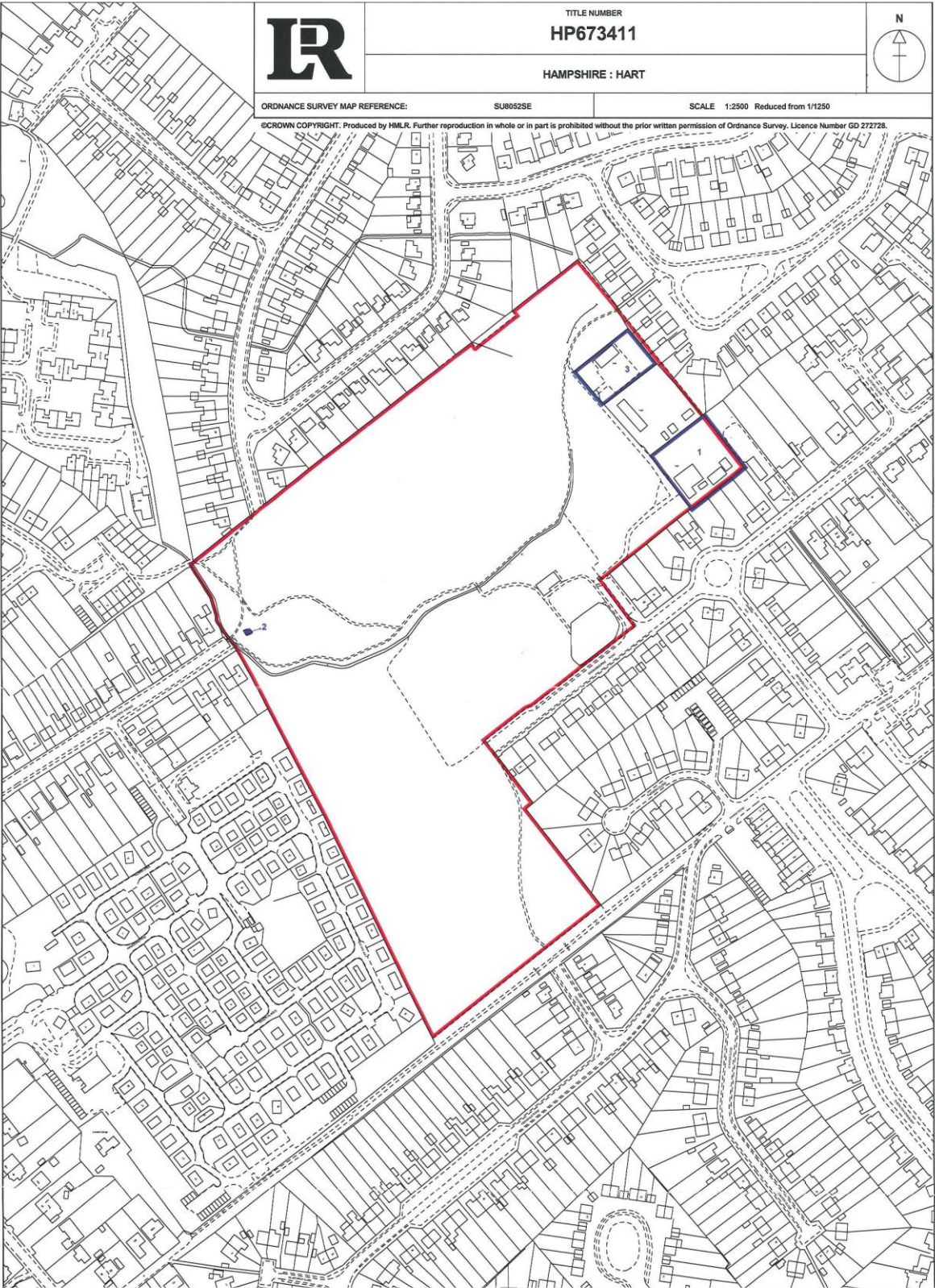
**Legend**

- new\_parish
- Land\_Terrier**
  - Needs Further Investigation
- TransferP**
  - No
  - Yes

The map shows a residential area with several roads: LEAWOOD ROAD, MERVALE, and THE LEA. A large green area is labeled 'All Saints CE Junior School'. Various land parcels are outlined in orange and labeled with numbers: 5, 12, 22, 54, 58, 59 to 70, 1 to 12, 2, 13, 79, 87, 97, 78, 80, 88, 90, 92, 98, 100, 102, 52, and TCB. A blue line indicates a 'new\_parish' boundary. A yellow area is labeled 'Needs Further Investigation'. A pink area is labeled 'TransferP'.



Basingbourne Park and Woodland Map





## Oakley Park Map





# The Views Meadow Map





## Wickham Place (Linked to Basingbourne) Map



1. Ancells Farm Park
2. Basingbourne Park
3. Calthorpe Park
4. Oakley Park
5. The Views
6. Edenbrook - 2 play areas
7. Fleet Cemetery
8. Ancells - various green spaces
9. Dukes Mead - green space
10. Holland Gardens - green space
11. Leawood Road - green space
12. Longmead - green space
13. Durnsford Avenue - green space

