



THE COUNCIL OF THE BOROUGH OF MILTON KEYNES
Parish Landscape Services

DRAFT SPECIFICATION

(January 2022)

Contractor – refers to Parish and Town Council

Authorised Officer – refers to MKC

Note: The document remains subject to finalisation in a number of respects and the Authority reserves the right to make amendments to this document in response to dialogue and/or prior to issuing the document in its final form as the basis of final tenders.

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PART I: INTRODUCTION, OBJECTIVES AND SCOPE

1 INTRODUCTION

1.1 Preamble

1.1.1 NOT USED

1.1.2 NOT USED

1.1.3 NOT USED

1.1.4 The Contractor shall deliver the Services in accordance with the requirements set out in this Specification

1.1.5 In this Specification, the words and expressions used shall have the meanings set out in Annex A Definitions.

1.2 Authority objectives

1.2.1 All the paragraphs in this section are applicable to all the Services and shall apply throughout the Contract Period.

1.2.2 The Authority's principal objectives are to (in no specific order):

(a) NOT USED

(b) deliver Services that offer value for money and provide cost efficiencies;

(c) deliver continual improvement;

(d) NOT USED

(e) achieve high levels of resident satisfaction;

(f) meet the Key Performance Indicators for the Services;

(g) meet or exceed all statutory and legal obligations pertaining to the provision of the Services including all applicable environmental, planning and transport Legislation;

(h) NOT USED

(i) provide a positive contribution to the Authority's objectives to be the Greenest City; and

(j) to make a positive contribution to social value.

1.2.3 The Authority is seeking a Service that will provide:

Landscape

- (a) Inspection and management of parks and open spaces on a programmed basis, against national standards to ensure they are clean, well maintained, healthy safe and secure places for all members of the public to use
- (b) maintenance of parks and open spaces using environmentally sound methods through the adoption of prevailing Good Industry Practice and minimising the use of herbicide applications;
- (c) the conservation of natural features, flora and fauna and structural features of merit;
- (d) encourage the involvement of members' of the community, who represent as many green space users as possible, in the service;
- (e) assess parks and open spaces to ensure equal access for all members of the community;
- (f) provide information on and promote parks and open spaces as a community resource;
- (g) **NOT USED**

1.3 Scope of the Service

1.3.1 The Contractor is required to provide, supply and deliver, the management and maintenance of parks and open spaces throughout the Authority Area. The scope of the Services is divided into thirteen (13) Service Outputs defined in Part II of this Specification but summarised in Table 1:

Table 1: Scope of the Services

Service Output Ref	Service Output	Description
SO1	Mobilisation and Transformation	NOT USED
SO2	Waste Collection	NOT USED
SO3	Street Cleansing	NOT USED
SO4	Play Areas	NOT USED
SO5	Landscape	Inspection and maintenance of the landscape environment, including parks and open spaces.

Table 1: Scope of the Services

Service Output Ref	Service Output	Description
SO6	Asset Management	Management and operation of Authority Premises and making available all Vehicles/Plant as may be required in delivering the Service.
SO7	Contingency Arrangements	Contingency measures in light of Service disruption and supporting a response to rapid response requests and Emergencies.
SO8	Customer Services	The provision of a service that is designed to achieve high levels of Service User satisfaction and customer service excellence.
SO9	Service Management	The provision of an effective service management system consistent with the principles of total quality management that will meets legal and contractual requirements and good management practice.
SO10	Social Value	The implementation of social value initiatives that meet the Authority's social value commitments under "More for MK", being a Real Living Wage employer; and supporting smaller local suppliers.
SO11	Employment and Staffing	Responsibility for employment and staffing in undertaking the Services.
SO12	Safety, Health, Environment and Quality	Conducting the Services in accordance with all relevant health and safety requirements. Operation of all aspects of the Services to a defined quality management system and environmental management system.
SO13	Expiry	NOT USED

1.4 Performance Management Framework

1.4.1 **NOT USED**

1.4.2 All work or services of the Contractor shall be performed in accordance with the Specification as appropriate.

1.5 Waste quantity and composition – NOT USED

PART II: SERVICE OUTPUTS

2 SO1: MOBILISATION AND TRANSFORMATION - NOT USED

3 SO2: WASTE COLLECTION – NOT USED

4 SO3: CLEANSING – NOT USED

5 SO4: PLAY AREAS – NOT USED

6 SO5: LANDSCAPE

6.1 Service requirements

6.1.1 The Contractor shall manage and deliver all Services within the scope of this Specification.

6.1.2 The Contractor shall:

- (a) manage, inspect and maintain parks and open spaces on a programmed basis, against national standards, to ensure that they are clean, well maintained, healthy, safe and secure places for all members of the public to use;
- (b) maintain parks and open spaces using environmentally sound methods through the adoption of prevailing Good Industry Practices. Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institute is current, all goods / materials used or supplied and all workmanship shall, as a minimum requirement, be in accordance with that Standard unless a higher standard is specifically required by the Specification;
- (c) undertake the Services in a manner which conserves natural features, flora and fauna and structural features of merit;
- (d) improve and maintain the amenity of parks and open spaces with due regard to health, safety and welfare of users;
- (e) **NOT USED**
- (f) develop amenity open space as an educational resource for residents and visitors to the Authority Area;
- (g) encourage the involvement of members of the community, who represent as many green space users as possible, in the service;
- (h) assess parks and open spaces to ensure equal access for all members of the community;
- (i) promote parks and open spaces as a community resource;
- (j) support the on-going Landscape Transformation Programme; and
- (k) support the Authority in achieving its Greenest City ambitions.

6.2 Scheduled Work

6.2.1 The Contractor shall submit a draft Landscape Baseline Programme to the Authorised Officer of MKC by **31 October of each Contract Year**.

This shall contain scheduled operations to be executed for the performance and completion of the Landscape Services and as a minimum shall address all statutory requirements covering:

- (a) Sight line clearance;
- (b) Grass maintenance;
- (c) **NOT USED**
- (d) Shrub management;
- (e) Hedge management
- (f) Hard surface management;
- (g) Trees and Woodland management;
- (h) **NOT USED**
- (i) **NOT USED**

6.2.2 In preparing the Landscape Baseline Programme the Contractor shall take into consideration that no operations shall be carried out at sensitive locations at times that would cause inconvenience, for example; near to schools during opening and closing times, public and volunteer events on public open space, busy traffic areas during “rush hour”, events at memorial gardens and religious establishments during services.

6.2.3 **NOT USED**

6.2.4 **NOT USED**

6.2.5 **NOT USED**

6.2.6 The Contractor shall keep records of daily landscape works

6.2.7 **NOT USED**

6.2.8 The Contractor shall not trim, mow or otherwise cut Litter.

6.3 Unscheduled works - NOT USED

6.4 Changes to authorised works - NOT USED

6.5 Standards and Equipment

6.5.1 The Contractor shall ensure that all work shall comply with good horticultural practice including compliance with BS 4428:1989 – Code of practice for general landscape operations (excluding hard surfaces).

- 6.5.2 The Contractor shall undertake checks for underground utilities or services prior to any sub surface works.
- 6.5.3 The Contractor shall ensure that all Equipment used in the delivery of Landscape Services is of the correct size, shape, is suitable for the activity and adopts the correct method of cutting for the work involved. All wheeled grass cutting machinery must be fitted with grassland tyres.
- 6.5.4 The Contractor shall not damage or cause to be damaged any trees, shrubs, hedges, grass or other landscape features. Where any damage occurs to any tree, shrub, hedge, or other landscape feature the Contractor shall:
- (a) in the case of minor superficial damage arrange for any necessary surgery to be carried out by an approved specialist;
 - (b) in the case of damage resulting in the death or serious disfigurement of the tree, shrub, hedge or other landscape feature it shall be removed and replaced as the Authorised Officer may direct. As a general principle, replacement of shrubs or hedging shall be of sufficient numbers to give the same density of cover as previously existed. Replacement of each immature tree (to be defined here as a tree of a size that can be replaced like for like) shall be at the maximum rate of one advanced nursery stock for each tree lost;
 - (c) in the case of mature trees (defined as where it is not possible to replace the lost tree like for like due to the inability to transplant a tree of equivalent size) an evaluation of the tree will be made using the Arboricultural Association's Amenity Tree Valuation System. The Contractor shall be obliged to carry out local reparations up to the monetary value of the lost tree;
 - (d) repair or replace on a like for like basis, any damage to fixtures and fittings on site that have been damaged by the Contractor; and
 - (e) meet all costs and expenses relating to work under this section.

6.6 Hours of working for Landscaping Services

- 6.6.1 The Contractor shall not commence Landscape operations prior to 07:00 and cease all operations by 21:00 or dusk whichever is earlier, Monday to Friday, excluding Bank Holidays and Public Holidays unless work on these days is required by this Specification

6.7 Special Events

- 6.7.1 As soon as reasonably practicable after receipt of notification of a Special Event, the Authorised Officer shall provide the Contractor with details of

the date, time, and route or location of a Special Event that may require preparatory landscaping actions.

6.7.2 The Contractor shall:

- (a) attend site meetings relating to a Special Event when reasonably requested by the Authorised Officer;
- (b) carry out activities as reasonably requested by the Authorised Officer; and
- (c) ensure adequate resources are made available to complete additional workloads for a Special Event. These resources shall be chargeable at the appropriate prices within the Schedule of Rates, or as Dayworks.

6.8 Landscape work from, on or in water

6.8.1 The Contractor shall not undertake any Landscape activities from water, on water or in water without prior authorisation from the Authorised Officer.

6.9 Invasive and Injurious Weeds

6.9.1 The Contractor shall:

- (a) record any instances of Invasive or Injurious Weeds;
- (b) agree an action plan with the Authorised Officer to manage such instances;
- (c) manage Invasive or Injurious Weeds in accordance with this Specification, Good Industry Practice, and Legislation;

and no additional payment shall be made by the Authority, unless expressly provided for in the Contract.

6.10 Landscape Transformation - NOT USED

6.11 Key Spaces Landscape Management - NOT USED

6.12 Landscaping of Grid Roads - NOT USED

6.13 Sight line clearance standards

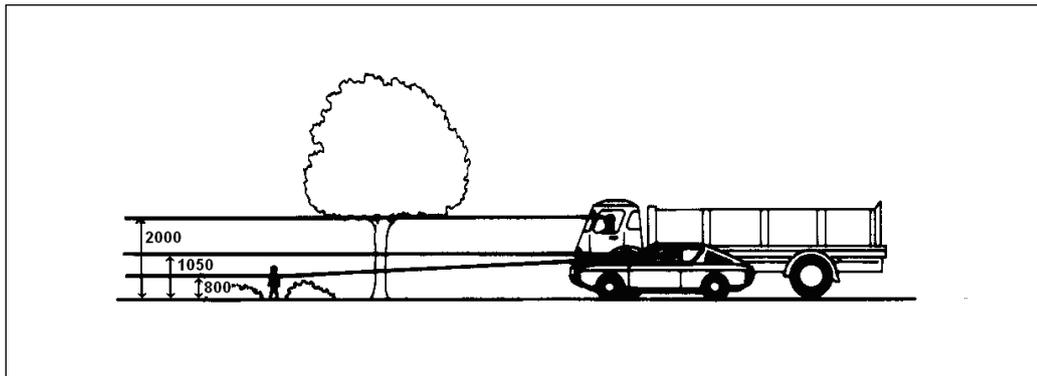
Roadside

6.13.1 The Contractor shall maintain sight lines on Carriageways to ensure that drivers can see obstructions from 2m high to a point 600mm above the Carriageway.

6.13.2 Unobstructed visibility shall not exceed a height of 0.8m, at all junctions with pavements and roads. This shall require pruning by the Contractor to a lower level to allow for re-growth with the aim of managing at 0.6m and reducing the visual impact of pruning cuts.

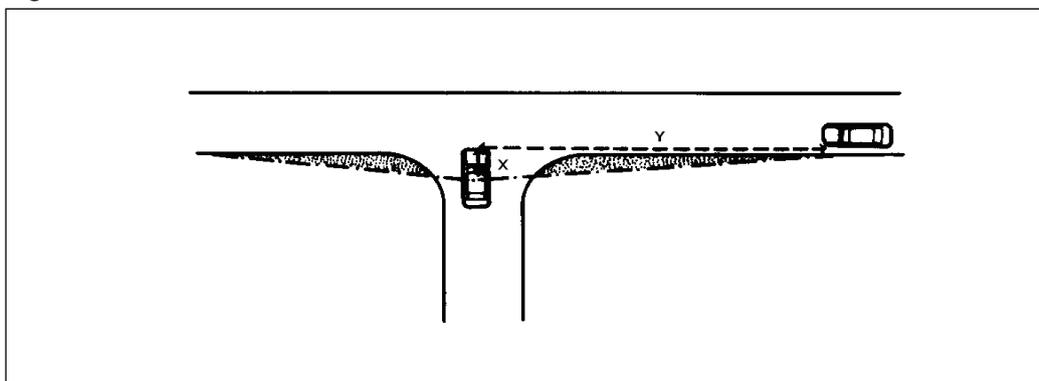
6.13.3 Subject to paragraph 6.13.1, unobstructed visibility shall be maintained by the Contractor between 1,050mm and 2,000mm heights above the Carriageway, across summits, across bends and at junctions, as in Figure 1:

Figure 1



6.13.4 On residential roads the visibility at junctions shall be maintained by the Contractor to have, as in Figure 2, an x dimension of 4.5m and a y dimension of **sixty (60) metres**:

Figure 2



6.13.5 The Contractor shall maintain visibility for vehicles turning left into a road by providing a visibility radius tangential to the Kerb (i.e. inside the Kerb radius). Suggested normal visibility radii for different junction angles and Kerb radii are as set out in Table 2:

Table 2: Normal visibility radii for different junction angles

Junction deflection (degrees)	Kerb radius (metres)		
	4	6	10
80°	10	11	19
90°	9	10	19
100°	8	9	19

Redways

6.13.6 The Contractor shall maintain Redways to ensure that:

- (a) shrubbery within 1.5m of the edge of the Redway does not exceed a height of 0.6m;
- (b) spiny, thorny plants are pruned so they are at least [0.2m] back from the edge of the Redway;
- (c) minimum forward visibility is **twenty (20) metres** between two (2) points 0.5m in from the edge. Where a gradient is 7% (1:15) or more the minimum forward visibility should be **thirty (30) metres**;
- (d) visibility splays at Redway intersections shall be maintained in accordance with Figure 3, Figure 4, Figure 5 and Figure 6 of Table 3; and
- (e) features or obstruction are clearly visible to both users of the Redway and vehicles in the road (e.g. yellow bollards set **three (3) metres** from the edge of the kerb).

Table 3: Redway sightlines

Redway intersection with	X' Distance	'Y' Distance	Illustration
Through routes	4.5m	70.0m	Figure 3
Through routes with traffic calming	4.5m	35.0m	
Cul-de-sac	2.5m	35.0m	Figure 4
Cul-de-sac with traffic calming	2.5m	25.0m	
Redway 'T' Junction	2.5m	20.0m	Figure 5
Redway crossing	10.0m	10.0m	-
A combination of Redway crossing and T Junction	5.0m	15.0m	-
Footpath junction	2.5m	20.0m	Figure 6

Table 3: Redway sightlines

Redway intersection with	X' Distance	'Y' Distance	Illustration
Private access	1.5m	15.0m	

Figure 3: Redway sightlines – through route

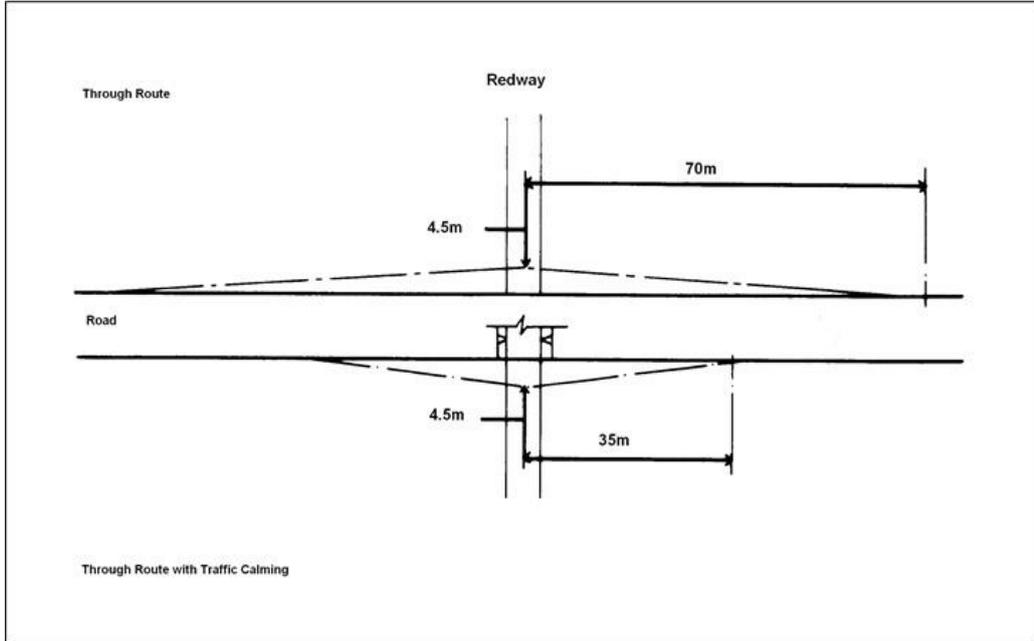


Figure 4: Redway sightlines – cul-de-sac

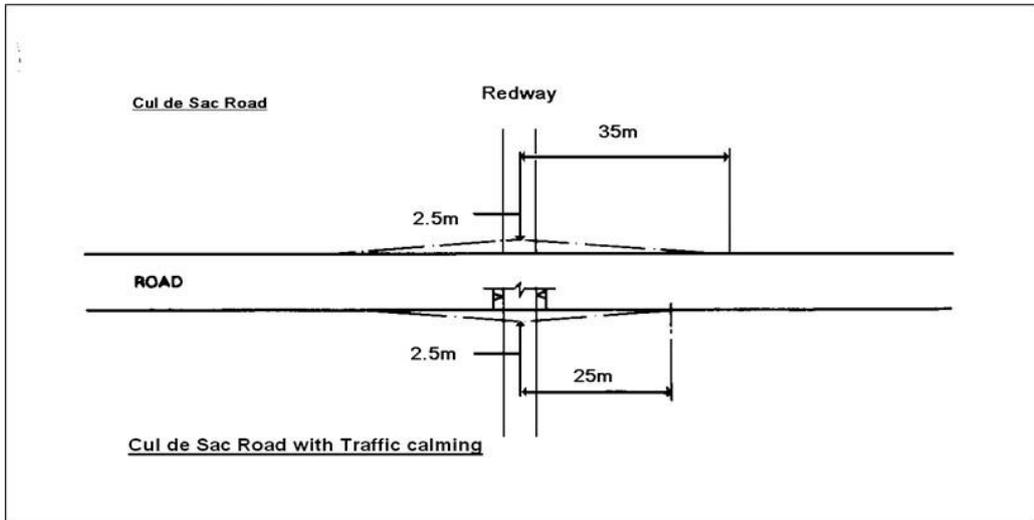


Figure 5: Redway sightlines – roadway T junction

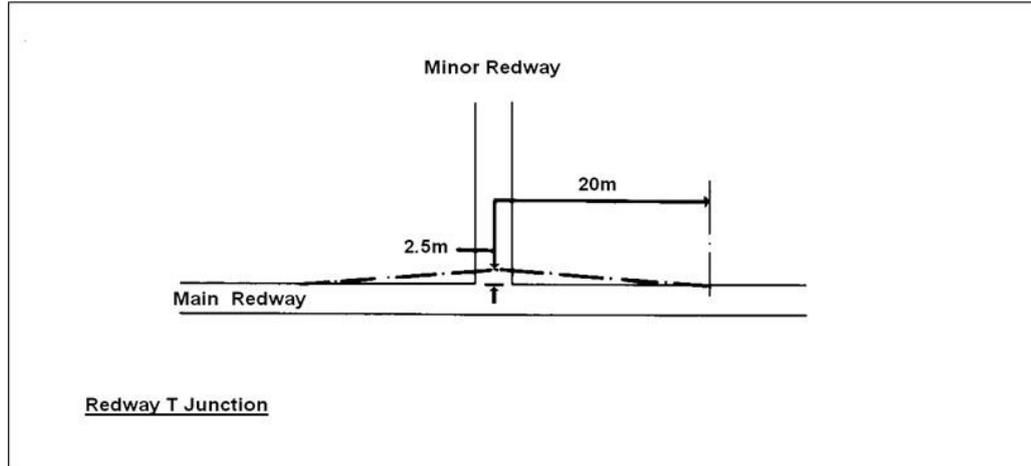
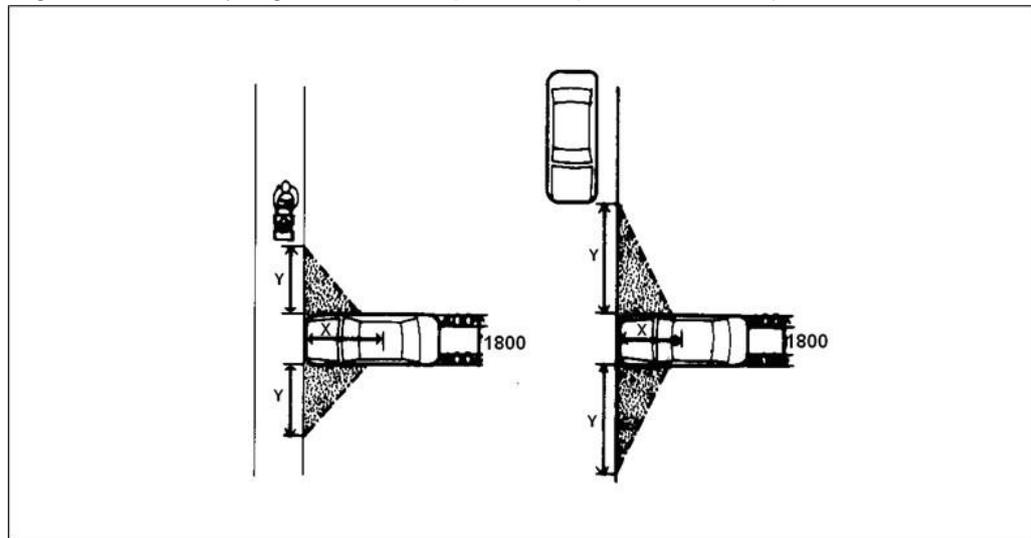


Figure 6: Redway sightlines – footpath and private access junctions



6.14 Grass maintenance

General

- 6.14.1 The Contractor shall consider prevailing Authority Policies including the Authority's ambition to be the Greenest City, Environmental Policy: Core Outcomes - Action Plan (10 March 2020).
- 6.14.2 The Contractor shall cut grass to ensure that grassed areas are maintained to the standard described in paragraph 6.14.16.
- 6.14.3 Cutting shall be carried out up to paths, edges, verges, etc. and as close as possible to site boundaries and other obstacles, slightly overlapping any Weed killed mowing margins.
- 6.14.4 The Contractor shall maintain grass edges to avoid encroachment onto metalled surfaces.

- 6.14.5 Where a grass area shares a border with shrub beds all grass edges shall be cut to the same height.
- 6.14.6 Grass shall not be cut under hedges or within 0.3m of the hedge border except for once a year.
- 6.14.7 Where a grass area shares a border with a non-living barrier the Contractor shall not mow within 0.3m of the border. The Contractor shall use an approved herbicide, or other approved method, to maintain this area at least 95% weed free with grass height not exceeding 0.1m. The Contractor shall include the price of maintaining this area within their rates for grass cutting in the Pricing Schedule.
- 6.14.8 Where a tree exists within the grass, the Contractor shall not damage the tree. The Contractor shall include the price of maintaining this area within the price for grass cutting in the Pricing Schedule.
- 6.14.9 Where a non-living obstacle which is movable exists within the grass, the Contractor shall move this obstacle immediately prior to commencing the mowing operation and replace immediately following the operation.
- 6.14.10 Where a non-living obstacle which is not movable exists within the grass, the Contractor shall trim around this obstacle.
- 6.14.11 Grass cuttings are to be distributed evenly over the grassed area. Any cuttings that fly onto paths or other hard surface areas shall be removed from the surface and distributed evenly over the grassed area, unless this results in undue suppression of the growing grass beneath. If this is the case, then the grass cuttings shall be removed. This work is to be carried out within **two (2) hours** of the mowing operation.
- 6.14.12 The Contractor shall take actions necessary to prevent cut material falling into water courses.
- 6.14.13 In areas of flowering bulbs, the Contractor shall not cut the grass for at least **six (6) weeks** after flowering has finished. Cuttings are to be distributed evenly over the grassed area and shall not be allowed to accumulate in clumps that may cause damage to the grass beneath.
- 6.14.14 Planting of new bulbs shall be as agreed with the Authorised Officer, and the fees pre-agreed according to the Dayworks within the Pricing Schedule.
- 6.14.15 The Contractor shall not permit the use of growth retardants on any grass area unless on prior instruction from the Authorised Officer.

Core tasks

6.14.16 Table 4 and Table 5 set out the grass cutting core tasks and schedule of rate tasks respectively, and the standards to which all tasks are to be completed.

Table 4: Grass cutting core tasks (frequency and performance)

Task ref.	Task	Standards
Frequency based tasks		
01-F-1001	Cut rural grass verge: sight line	Cut to 50mm as required to maintain lines of sight
01-F-1001a	Cut rural grass verge: other	Cut whole area to 50mm on an annual basis
01-F-1002a	Cut meadow grass	Cut to 100mm on 2 occasions per annum occasions between April and September
01-F-1002b	Cut meadow grass	Cut to 100mm on 4 occasions per annum occasions between April and September
01-F-1003	Cut drainage ditch grass	Cut to 100mm on 4 occasions per annum occasions between April and October
01-F-1004	Wild flowers	Cut to 100mm on one (1) occasion per annum occasion per annum after flowering and seeding (September/October). Remove arisings from wild-flower meadow area
01-F-1005	Cut rough grass	Cut to 100mm on one (1) occasion per annum at the end of the growing season (September/October)
01-F-1006a	Local wildlife site meadows - mowing	On one (1) occasion per annum, the Contractor shall mow the area to a height of 150 mm and remove arisings or leave for a fortnight for seeds to drop then remove. Exact timing shall be agreed with the Authorised Officer. This operation shall take place during the daytime and in dry weather when amphibians are least likely to be present.
01-F-1006b	Local wildlife site meadows – strimming/raking	On one (1) occasion per annum, the Contractor shall strim the area to a height of 150 mm and rake arisings or leave for a fortnight for seeds to drop then remove. Exact timing shall be agreed with the Authorised Officer. This operation shall take place during the daytime and in dry weather when amphibians are least likely to be present

Table 4: Grass cutting core tasks (frequency and performance)

Task ref.	Task	Standards
01-F-1007	Canal towpaths	NOT USED
01-F-1008a	Footpaths	<p>Cut a passage of up to 3.5m in width to 75mm on two (2) occasions per annum (one early and one late season) and leave arisings.</p> <p>Cut all vegetation at sleeper crossings, bridle bridges, culvert crossings and the edges around stiles, kissing gates, bridle gates and the like to the same standard to ensure access is clear.</p> <p>Maintain all hard surfaces as more than 98% weed free.</p>
01-F-1008b	Footpaths – waste removal	<i>Remove arisings from Task 01-F-1008 a or leave for a fortnight for seeds to drop then remove. Exact timing shall be agreed with the Authorised Officer.</i>
01-F-1009	Bridleways	NOT USED
01-F-1010	<i>Rotation grassland</i>	<i>Not currently required</i>
01-F-1011	Cut and clear rough grass area	<p>Cut to 100mm or as directed by the Authorised Officer.</p> <p>All material arising is to be removed from the site and Composted.</p> <p>Exact programming to be agreed with the Authorised Officer</p>
Performance based tasks		
01-P-2000a	Cut amenity grass area	<p>Maintain grass height between 25 and 100mm using between 8 and 12 cuts per annum.</p> <p>If cuts required to maintain the standard either fall below 8 or exceed 12 then the provisions of task 01-S-3000 shall apply.</p>
01-P-2000b	Cut amenity grass area: Cemeteries and Crematoria [graveside grass)	NOT USED
01-P-2001	Cut high standard grass area: Crematoria	NOT USED

Table 4: Grass cutting core tasks (frequency and performance)

Task ref.	Task	Standards
01-P-2002	Cut football pitch	NOT USED
01-P-2003	Cut rugby pitch	NOT USED
01-P-2004	Cut cricket table	NOT USED
01-P-2005	Cut cricket/baseball outfield	NOT USED

Table 5: Grass cutting schedule of rates tasks **NOT USED**

6.15 Sports pitches and facilities **NOT USED**

Table 6: Sports pitches and facilities – core tasks **NOT USED**

Table 7: Sports pitches – schedule of rate tasks **NOT USED**

6.16 Shrub management

- 6.16.1 The Contractor shall consider prevailing Authority Policies including the Authority’s ambition to be the Greenest City, Environmental Policy: Core Outcomes - Action Plan (10 March 2020).
- 6.16.2 The Contractor shall prune shrubs:
- (a) to prevent encroachment onto roads, paths and cycle ways Redways, the obstruction of sight lines, road signs, name plates, manhole covers and lamp columns; and
 - (b) to prevent the obstruction of light to windows, up to the width of the window and a depth of **two (2) metres**.
- 6.16.3 A swathe of minimum **one (1) metre** wide shall be kept clear to lamp columns, in order to allow access for maintenance staff from the Highway.
[
- 6.16.4 In addition, the Contractor shall programme to complete a rejuvenation prune (coppice) of **[twenty per cent (20%)]** (as a minimum) of the shrub planting per annum on a rotational basis such that all shrubs receive a rejuvenation prune once every five (5) years.

- 6.16.5 Rejuvenation pruning shall be carried out during the periods January to March and October to December.
- 6.16.6 When pruning the Contractor shall remove all dead, diseased, and damaged branches.
- 6.16.7 Shrubs adjacent to roads, cycle ways, Redways and paths shall be cut back at an acute angle minimum of 60 degrees, maximum of 45 degrees from the ground into the plants.
- 6.16.8 The Contractor shall control Weeds within shrub areas.
- 6.16.9 Pruning shall be neat and to a consistent height over the whole bed unless otherwise directed by the Authorised Officer.
- 6.16.10 The Contractor shall use clean instruments when pruning to reduce spread of diseases.
- 6.16.11 All arisings shall be chipped or shredded on-site using the appropriate machinery according to their size. The resulting residue shall then be returned as a mulch, no greater than 75 mm deep, to the shrub bed or another near suitable shrub bed, being spread around the base of shrubs without covering them.
- 6.16.12 The Contractor shall undertake shrub management as follows:
- (a) sprawling and groundcover shrubs:
 - (i) maintain form and texture of the plant;
 - (ii) keep canopy dense; and
 - (iii) maintain a cover of healthy young growth.
 - (b) bushy shrubs growing from a stool or a main stem:
 - (i) maintain the habit of the shrub;
 - (ii) maintain form and surface texture;
 - (iii) maintain shoot and foliage density; and
 - (iv) enhance seasonal effects (flower, attractive stems & foliage).

Core tasks

- 6.16.13 Table 8 and Table 9 set out the shrub management core tasks and schedule of rate tasks respectively, and the standards to which all tasks are to be completed.

Table 8: Shrub management – core tasks

Task ref.	Task	Standards
Frequency based tasks		
02-F-1012	Apply Composted organic matter	Specified beds shall have a mulch of an approved sterile, weed free organic material applied to a depth of 75 mm over the whole surface and then lightly worked into the surface of the soil on one (1) occasion every second year. This shall take place during the period October to March.
Performance based tasks		
02-P-2006	Maintain shrubs	Maintain the area of shrub land to good horticultural practise while maintaining any sight lines in accordance with paragraph 6.13.
02-P-2007	Weed shrub beds	The Contractor shall maintain the bases of shrubs to ensure that weeds do not cover more than 5% of the area and do not exceed 100 mm in height at all times of the year (where weeds include tree saplings and woody weeds). The bed shall be free of visible Weed growth following a weeding operation.
02-P-2015	Weed herbaceous perennial beds	The Contractor shall hoe, and hand weed the area with all arisings removed from site. Area to be 98 -100% weed free over the bed area. The bed shall be free of visible Weed growth following a weeding operation.
02-P-2018	Maintain climbing shrub	The Contractor shall prune climbing plants as required to achieve the desired effect for the location and species without encroachment onto signs, lamp columns, highways, buildings or windows. Where a climbing plant is part of a structure by design the Contractor shall, as part of the maintenance prune, reattach any insecure growth. Insecure supporting wires shall be re-fixed, repaired or replaced.

Table 9: Shrub management – schedule of rates tasks **NOT USED**

6.17 Hedge management

- 6.17.1 The Contractor shall maintain a strong framework to the hedge with the appropriate shape and width in relation to its height.
- 6.17.2 Rural hedges shall only be cut on the Highway side to a triangular shape (wide at the base, narrow at the top) to encourage wildlife.

- 6.17.3 Non-rural hedges shall be maintained perpendicular, with the top level with the base and at a right angle to the sides.
- 6.17.4 The Contractor shall prune to prevent encroachment onto roads, paths, Redways and cycle ways, so that growth does not extend over these surfaces. Such pruning shall also be undertaken to prevent the obstruction of sight lines road signs, name plates, manhole covers and the base of lamp columns, and light from lamp columns reaching the Highway and to prevent the obstruction of light to windows.
- 6.17.5 Without prejudice to paragraph 6.17.4, hedges shall be pruned as a minimum at least once a year.
- 6.17.6 In carrying out their duties under paragraphs 6.17.4 and 6.17.5, the Contractor shall comply with law pertaining to nesting birds.
- 6.17.7 Table 10 and Table 11 (**NOT USED**) set out the hedge management core tasks and schedule of rate tasks respectively, and the standards to which all tasks are to be completed.

Table 10: Hedge management core tasks

Task ref.	Task	Standards
Frequency based tasks		
03-F-1017	Maintain footpath hedge	On one (1) occasion per annum , cut the hedge by the side of a footpath, bridleway or towpath to a 45-degree angle going back one (1) metre from the side of the path.
Performance based tasks		
03-P-2008	Maintain hedges	Maintain all specified hedges to a neat and tidy appearance by removing the years growth while conforming to the sight line requirements.
03-P-2009	Weed hedge bases	When undertaking the maintenance prune on the hedge, the Contractor shall strim down, or otherwise cut, weeds (including woody weeds and saplings) and other vegetation.

Table 11: Hedge management schedule of rate tasks **NOT USED**

6.18 Hard surfaces

- 6.18.1 For the purposes of this paragraph 6.18, hard surfaces may be bare earth pathway, gravel, paving, tarmac, artificial grass, or any other surface.
- 6.18.2 Table 12 sets out the additional hard surface management schedule of rate tasks, and the standards to which all tasks are to be completed.

Table 12: Hard surfaces - schedule of rate tasks

Task ref.	Task	Standards
04-P-2011	Collect leaf fall from private properties	On instruction, the Contractor shall maintain the specified area in at least an 80% leaf free condition, with all arisings removed from site and disposed of by the Contractor in accordance with paragraph Error! Reference source not found. (Management of Waste arisings).
04-P-2012	Maintain additional specified areas weed & moss free	On instruction, the Contractor shall keep the specified area 98-100% free of vegetation, moss and algae by chemical or other approved means. All dead and/or dying moss resulting from treatment shall be swept from the surface and disposed of in accordance with paragraph Error! Reference source not found. (Management of Waste arisings).

6.19 Trees and Woodland

- 6.19.1 Trees shall be maintained so that they do not pose a danger to members of the public.
- 6.19.2 The Contractor shall notify the Authorised Officer prior to any works where:
- (a) Works are schedule on a tree subject to a Tree Preservation Order "TPO"; or
 - (b) more than one third of the tree's foliage is to be removed at any one time.
- 6.19.3 In carrying out their duties under this Section 6.19 (Trees and Woodland) the Contractor shall comply with law pertaining to nesting birds.
- 6.19.4 The requirements of the following British Standards (latest issue) shall apply:
- (a) BS 3998: 2010 - Recommendations for Tree Works (latest issue); and
 - (b) BS 8545:2014 – Trees from nursery to independence in the landscape.
- 6.19.5 The Contractor shall pay particular attention to the form and shape of the tree, which should be preserved in so far as possible.

6.19.6 Chippable branches, prunings and brash should be chipped into suitable areas, i.e. shrub beds and amenity woodland areas, and the remainder removed from site and properly disposed of by the Contractor.

6.19.7 Where tree ties are used these shall comply with BS 8545:2014.

Tree pruning guidelines

6.19.8 All pruning shall be undertaken in accordance BS 3998: 2010.

6.19.9 Pruning wounds shall not be treated with any compounds, paints or seals proprietary or other. Making the correct pruning cuts shall remove the necessity of treatments of any type.

Core tasks

6.19.10 Table 13 and Table 14 set out the tree and woodland core tasks and schedule of rate tasks respectively, and the standards to which all tasks are to be completed.

Table 13: Tree and woodland core tasks

Task Ref	Task	Standard
Frequency based tasks		
05-F-1014	Maintain stakes and ties	<p>The Contractor shall inspect all staked trees at least annually, or when requested to do so by the Authorised Officer.</p> <p>At each inspection the Contractor shall loosen the tie to give enough room for growth up to next inspection, replace any broken stake or tie and remove stakes, ties and guards (including hessian wrapping) when the root system is strong enough to support the tree.</p> <p>The Authorised Officer should be informed of the removal and shall remove the tree from the database of staked trees.</p>
Performance based tasks		
05-P-2013	Prune broken and/or dangerous branches and epicormic growth	<p>The Contractor shall ensure branches do not hang below the following heights:</p> <ul style="list-style-type: none"> • 5.2m over a Carriageway. • 3.0m over a bridleway or redway. • 2.3m over a footpath. • Within 1.5m of buildings. <p>And ensure that any epicormic growth below four (4) metres from the ground is removed before it reaches a length of 15cm, or causes obstruction of sight lines or free passage of vehicles or pedestrians.</p> <p>The Contractor shall report any such branches not reachable from ground level to the Authorised Officer.</p>

Table 13: Tree and woodland core tasks

Task Ref	Task	Standard
		<p>Allowance to be made for snow and rain loading in all the above measurements.</p> <p>Any broken or partly broken branches hanging within the tree that can be reached from ground level are to be removed and the stumps to be pruned back to the branch collar in line with British Standards.</p>
05-P-2014	Prune broken and/or dangerous branches in woodland	<p>The Contractor shall ensure branches do not hang below the following heights:</p> <ul style="list-style-type: none"> • 5.2m over a Carriageway; • 3.0m over a bridleway or redway; • 2.3m over a footpath; and • within 1.5m of buildings. <p>The Contractor shall report all such branches not reachable from ground level to the Authorised Officer.</p> <p>Allowance to be made for snow and rain loading in all the above measurements.</p> <p>Any broken or partly broken branches hanging within the tree that can be reached from ground level are to be removed and the stumps to be pruned back to the branch collar.</p>
05-P-2016	Tree bases in hard surface (price each)	<p>The Contractor shall maintain the tree base so that weeds do not cover more than [5%] and do not exceed 100 mm in height at all times of the year.'</p> <p>The bed shall be free of any weed following a weeding operation.</p>

Table 14: Tree and woodland schedule of rate tasks **NOT USED**

6.20 Specialist arboriculture NOT USED

6.20.1 **NOT USED**

6.20.2 **NOT USED**

6.20.3 **NOT USED**

6.20.4 **NOT USED**

6.20.5 **NOT USED**

- 6.20.6 **NOT USED**
- 6.20.7 **NOT USED**
- 6.20.8 **NOT USED**
- 6.20.9 **NOT USED**
- 6.20.10 **NOT USED**
- 6.20.11 **NOT USED**
- 6.20.12 **NOT USED**
- 6.20.13 **NOT USED**
- 6.20.14 **NOT USED**
- 6.20.15 **NOT USED**
- 6.20.16 **NOT USED**

General arboricultural conditions

- 6.20.17 Unless specifically allowed for within this Specification no extra payment shall be made by the Authority to the Contractor in respect of any extra work undertaken to carry out and complete all Arboriculture and related activities.
- 6.20.18 Under no circumstances are waste materials or other arisings to be left unattended on site such that they may constitute a hazard to the public or property.
- 6.20.19 Partially completed work shall be left in a safe and tidy condition and shall be secure at all times in accordance with New Roads and Street Works Act (NRSWA). On no account is the Contractor to leave any of its Plant, Equipment or materials unattended on site.
- 6.20.20 No existing trees, or street furniture, are to be used as winch anchors. Winch anchors may be used providing that they are safe, of an appropriate design for the site conditions and task to be undertaken, and are of a recognised arboricultural type. All damage arising from any winching or pulling operation is to be reinstated to the satisfaction of the Authorised Officer at the Contractor's own expense.
- 6.20.21 Where it is necessary for the Contractor to enter onto property not under the ownership of the Authority, to carry out Services, the prior consent of the owner of that property shall be obtained by the Contractor. If such consent is not forthcoming the Contractor shall not enter upon the property and shall notify the Authorised Officer of this as soon as possible.

Instruction, modification and amendment NOT USED

6.20.22 **NOT USED**

6.20.23 **NOT USED**

Tree Preservation Orders (TPO's) and related Legislation

6.20.24 The Authorised Officer shall be responsible for obtaining permission for works subject to planning Legislation. Any special conditions or requirements will be made known to the Contractor either verbally and or noted within the work programme.

Table 15: Specialist arboricultural core tasks - **NOT USED**

Table 16: Specialist arboricultural schedule of rates - **NOT USED**

6.21 Cemeteries and Crematoria Landscaping - NOT USED

Table 17: Cemeteries and crematoria landscaping core tasks - **NOT USED**

Table 18: Cemeteries and crematoria schedule of rates - **NOT USED**

7 SO6: ASSET MANAGEMENT

7.1 General requirements

7.1.1 The Contractor shall manage and deliver all Services within the scope of this Specification

7.1.2 The Contractor shall:

- (a) ensure that Vehicles, Plant and Equipment demonstrate high levels of environmental sustainability;
- (b) NOT USED;
- (c) ensure that any Premises, Contractor Premises and Contractor Facilities used in the delivery of the Services have the Necessary Consents for all routine and Contingency operations, and shall be responsible for updating these as required from time to time;
- (d) manage any Premises in compliance with all Necessary Consents;
- (e) ensure the safe and secure storage of all Vehicles, Plant and Equipment used in the delivery of the Services;
- (f) provide sufficient fuel for Vehicles, Plant and Equipment;
- (g) ensure that all Vehicles, Plant, Equipment used for the provision of the Services shall be suitable and safe for its intended purpose, shall be operated, regularly serviced and maintained, in accordance with Law, manufacturer recommendations and DVSA guidance; and
- (h) ensure all Vehicles, Plant and Equipment shall be operated by Contractor Staff that are specifically trained in its use, and who are supplied and equipped with all proper personal protective equipment (PPE) to comply with all Relevant Legislation.

7.2 Management of Authority Premises - NOT USED

7.3 Maintenance of Authority Premises - NOT USED

7.4 Tidiness of Authority Premises - NOT USED

7.5 Provision of Vehicles - NOT USED

7.6 Operation of Vehicles, Plant and Equipment

7.6.1 The Contractor shall be responsible for and shall release and indemnify the Authority on demand from and against all liability for claims and/or demands brought against the Authority in respect of the use of the Vehicles, Plant and Equipment by the Contractor's Staff.

7.6.2 NOT USED

7.6.3 NOT USED

7.6.4 In operating Vehicles, Plant and Equipment, the Contractor shall ensure that all Contractor Staff:

- (a) are qualified to use the Vehicles and that they hold all of the licences, registrations and permissions required by Law to operate the Vehicles;
- (b) are trained and thoroughly competent in all aspects of the safe and sustainable use of all Vehicles, Plant and Equipment;
- (c) take all reasonable and practicable steps to ensure that any Vehicle, Plant and Equipment is used in a careful, sustainable, legal and proper manner and for the purpose for which they are designed and/or modified; and
- (d) drive safely, responsibly and correctly at all times and on all roads (public and private) in accordance with Legislation, rules and regulations, with use of seatbelts, and that speed limits are observed at all times and with the exception of driver only Vehicles, reversing only takes place under guidance.

7.6.5 **NOT USED**

7.6.6 **NOT USED**

7.6.7 **NOT USED**

7.6.8 **NOT USED**

7.6.9 **NOT USED**

7.6.10 **NOT USED**

7.6.11 **NOT USED**

7.6.12 **NOT USED**

7.6.13 **NOT USED**

7.6.14 **NOT USED**

7.6.15 **NOT USED**

7.6.16 **NOT USED**

7.6.17 **NOT USED**

7.7 Maintenance of Vehicles, Plant and Equipment

7.7.1 NOT USED

7.7.2 NOT USED

7.7.3 NOT USED

8 SO7: CONTINGENCY ARRANGEMENTS

8.1 General requirements – NOT USED

8.2 Contingency Plan

8.2.1 NOT USED

8.2.2 NOT USED

8.2.3 NOT USED

8.2.4 NOT USED

8.2.5 NOT USED

8.2.6 NOT USED

8.2.7 The Contractor shall put in place such systems and processes to ensure that the delivery of the service shall continue for the duration of the term. Should the Contractor be unable to provide continuity of service then any costs involved in the recovery of the service shall be met by the Contractor.

8.3 Rapid response service - NOT USED

8.4 Emergencies

8.4.1 NOT USED

8.4.2 NOT USED

8.4.3 NOT USED

8.4.4 NOT USED

8.4.5 NOT USED

8.4.6 NOT USED

8.4.7 NOT USED

8.4.8 NOT USED

8.4.9 NOT USED

8.4.10 NOT USED

8.4.11 The Contractor shall provide labour and plant as required for dealing with civil emergencies such as storms, snow, flooding or other similar matters anywhere in the Borough. The Authorised Officer shall not call upon the

workforce unless absolutely necessary and shall not require Operatives to carry out Tasks for which they are not trained or suited. All Materials and transport shall be provided by the Parish or Town Council or in certain circumstances may be provided by the Authority. By agreement with the Contractor the Authorised Officer may request that certain key employees be trained in dealing with aspects of civil emergencies. Such Labour and Plant shall be provided in lieu of normal maintenance operations undertaken within the Parish and no further payments shall be made by the Authority.

- 8.4.12 Where circumstances, such as flooding or snow cause the suspension, in part or in whole, of the service, the Authorised Officer may request in whole or in part, that the Contractor re-deploy labour and Plant to civil emergencies. The agreement of the Parish or Town Council shall not be unreasonably withheld
- 8.4.13 The Contractor shall provide the Authorised Officer with the names and contact details of those persons with direct control of the operational teams for Civil Emergency purposes, whether in-house or sub-contracted and ensure that they are updated with any changes throughout the duration of the agreement term.

9 SO8: CUSTOMER SERVICE

9.1 General requirements

9.1.1 The Contractor shall manage and deliver all Services within the scope of this Specification.

9.1.2 The Contractor shall develop, implement and operate a Service with a strong focus on customer service excellence and one which is aligned with the principles of the Authority's Customer Policies.

9.1.3 **NOT USED**

9.2 Community Liaison Plan - NOT USED

9.3 Customer care

9.3.1 The Authority seeks to ensure all Service users are treated fairly, promptly and effectively and every effort is made to meet their needs to take account of their personal circumstances. The Contractor shall adopt the Authority's principles and promote them through Contractor Staff training.

9.3.2 The Contractor shall ensure that the Services take due account of the needs of different groups of individuals, so that all groups are included for example, the elderly, persons with disabilities, and customers where English is not the first language.

9.3.3 **NOT USED**

9.3.4 **NOT USED**

9.3.5 All Contractor Staff shall report to the Authority any observations which may support the safeguarding of residents.

9.3.6 **NOT USED**

9.4 Queries, requests and complaints

9.4.1 **NOT USED**

9.4.2 **NOT USED**

9.4.3 **NOT USED**

9.4.4 **NOT USED**

9.4.5 **NOT USED**

9.4.6 **NOT USED**

9.4.7 **NOT USED**

9.4.8 **NOT USED**

9.4.9 **NOT USED**

9.4.10 **NOT USED**

9.4.11 **NOT USED**

9.4.12 **NOT USED**

9.4.13 The Contractor will maintain their own systems to deal with and manage Enquiries or Alleged Service Failures received from members of the public

9.4.14 Should the Authority receive Enquiries or Alleged Service Failures direct from members of the public, they will refer them to the Contractor for resolution.

9.5 Waste Collection service information - NOT USED

9.6 Service Notices - NOT USED

9.7 Customer Satisfaction Survey - NOT USED

10 SO9: SERVICE MANAGEMENT

10.1 General requirements - NOT USED

10.2 Information Management System - NOT USED

10.3 Service data system - NOT USED

10.4 Authority interface - NOT USED

10.5 Public interface - NOT USED

10.6 Monitoring

10.6.1 The Contractor shall:

- (a) provide all information to enable the Authority to verify the performance of the Service;
- (b) comply with requests for information, data or other assistance to enable the Authority to undertake their statutory responsibilities and to satisfy all reporting requirements of the Authority; and
- (c) deliver timely reports to the Authority covering the performance of the Services including a Services Report and an Annual Report.

10.6.2 The Authorised Officer has the right to inspect all Services executed by the Contractor.

10.6.3 The Authorised Officer's monitoring may include:

- (a) random sampling and inspection of all aspects of work carried out or specified;
- (b) observation of work whilst being carried out and assessment of compliance with agreed methods and systems of work including health and safety and environmental requirements;
- (c) **NOT USED**
- (d) **NOT USED**
- (e) **NOT USED**
- (f) **NOT USED**
- (g) **NOT USED**

10.6.4 The Authorised Officer will notify the Contractor at the earliest opportunity of any service element requiring rectification to meet the requirements of the Specification. Within **[five (5) Working Days (maximum)]** of receipt

of such notification or within such other time scale that may reasonably be required by the Authorised Officer according to the circumstances, the Contractor shall rectify the notified element within the prescribed time scales or will be considered to be in default as may be determined by the Authorised Officer.

10.6.5 Joint inspections shall be undertaken by the Authorised Officer and the Contractor, at the Authorised Officer's discretion, to assess performance and quality of work completed in selective or random locations. This shall not normally take more than **[two (2) hours]** per occasion across the locations selected by the Authorised Officer.

10.6.6 The Authorised Officer may require the Contractor to undertake joint inspections of areas where there has been a Complaint. Thereafter the Contractor shall advise the Authorised Officer of the planned and programmed action to be taken if the Complaint is deemed by the Authorised Officer to be justified

10.7 Fortnightly operational meetings - NOT USED

10.8 Monthly meetings - NOT USED

10.9 Wellbeing Board - NOT USED

10.10 Partnership board - NOT USED

10.11 Daily report - NOT USED

10.12 Monthly Services Report - NOT USED

10.13 Annual Report

10.13.1 **NOT USED**

10.13.2 **NOT USED**

10.13.3 **NOT USED**

10.13.4 **NOT USED**

10.13.5 The Contractor shall provide an annual report detailing their performance against the standards detailed throughout the specification and performance against the Key Performance Indicators This report shall be submitted to the Authorised Officer by 1 May each year (for the previous year – April to March) and include any plans to further improve the service to deliver on the priorities of the MK Sustainability Strategy 2019-2050.

10.14 Service Delivery Plans - NOT USED

10.15 Annual Services Improvement Plan - NOT USED

10.16 Unscheduled work - NOT USED

10.17 Reporting of vandalism - NOT USED

11 SO10: SOCIAL VALUE

11.1 General requirements

11.1.1 The Contractor shall manage and deliver all Services within the scope of this Specification.

11.1.2 **NOT USED**

11.2 Service outputs

11.2.1 The Contractor shall implement social value initiatives that meet the Authority's social value commitments under "More for MK": for example

(a) supporting smaller local suppliers.

11.2.2 **NOT USED**

11.2.3 **NOT USED**

11.2.4 **NOT USED**

11.2.5 **NOT USED**

11.2.6 The Contractor shall implement such social value initiatives that meet the objectives of the procurement and support wider Authority initiatives.

11.2.7 **NOT USED**

11.2.8 **NOT USED**

11.2.9 **NOT USED**

11.2.10 **NOT USED**

11.2.11 **NOT USED**

12 SO11: EMPLOYMENT AND STAFFING

12.1 General requirements

12.1.1 The Contractor shall manage and deliver all Services within the scope as of this specification and the Parish Specific Landscape Services Agreement.

12.1.2 **NOT USED**

12.2 Contract management

12.2.1 The Contractor shall nominate a suitably qualified Contractor's Representative to supervise the provision of the Service, who shall also be the lead contact point for the Authority.

12.2.2 **NOT USED**

12.3 Staffing

12.3.1 **NOT USED**

12.3.2 **NOT USED**

12.3.3 **NOT USED.**

12.3.4 **NOT USED**

12.3.5 **NOT USED**

12.3.6 **NOT USED**

12.3.7 **NOT USED**

12.3.8 **NOT USED**

12.3.9 **NOT USED**

12.3.10 **NOT USED**

12.3.11 **NOT USED**

12.3.12 The Contractor shall confirm to the Authorised Officer, a named point of contact in respect of landscaping services.

12.3.13 The Contractor shall ensure that properly qualified and experienced staff are recruited, trained, contracted and managed to fully meet the requirements of the Specification and Parish Specific Landscape Services Agreement.

- 12.3.14 The Contractor must ensure that every Operative deployed by the Contractor in and about the provision of the Services is at all times properly and sufficiently skilled and/or instructed with regard to:
- the Task or Tasks that such Operative has to perform;
 - any relevant provisions of the Parish Specific Landscape Services Agreement;
 - all rules, procedures and standards referred to in the Parish Specific Landscape Services Agreement relevant to the work that the Operative is deployed to perform;
 - all relevant rules, procedures and statutory requirements concerning health and safety at work;
 - fire risks and fire precautions and emergency action including evacuation procedures;
 - the need to maintain the highest standards of hygiene, courtesy and consideration;
 - the need to recognise situations which may involve any actual or potential risk of personal injury to any person (including members of the public), and the need to make such situations safe;
 - the need in the event of any emergency immediately to contact the named point of contact within for the Parish or Town.
- 12.3.15 All of the Contractor Operatives and any others employed by the Contractor in the delivery of the Service related to this Parish Specific Landscape Services Agreement shall wear a 'uniform'. The 'uniform' shall carry 'badging' that recognises the Parish or Town Council. All of the Parish or Town Councils Operatives shall wear the approved uniform at all times whilst working in public in association with the delivery of Services related to this Parish Specific Landscape Services Agreement.
- 12.3.16 All of the Contractor Operatives shall be issued with an approved form of photo identification that must be carried and used at all times.
- 12.3.17 In operating Vehicles, Mechanical Plant and Equipment the Contractor shall ensure that all Operatives:
- take all reasonable and practicable steps to ensure that any Vehicles, Mechanical Plant and Equipment are used in a careful, legal and proper manner and for the purpose for which they are constructed, designed and/or modified;
 - drive safely, responsibly and correctly at all times in accordance with legislation, rules and regulations and that speed limits are observed at all times and with the exception of driver only Vehicles, reversing only takes place under guidance.
- 12.3.18 Drivers and operators of Vehicles, Mechanical Plant and Equipment are responsible for the safe operation and the use of the same.
- 12.3.19 Drivers and operators are to be trained and thoroughly competent in all aspects of the safe use of Vehicles, Mechanical Plant and Equipment.
- 12.3.20 The Contractor Operatives shall at all times be polite, friendly and respectful to members of the public and staff of the Authority and act in a manner that reflects well on the image of the Borough.

- 12.3.21 The Contractor shall, in the performance of their duties, have due regard for the ramifications of the actions of its Operatives when dealing with the public and the image they project.
- 12.3.22 The Contractor shall adopt, and adhere to a code (“Staff Code of Conduct”) governing the behaviour of all staff, including agency and sub-Contractors, which as a minimum shall require that staff:
- are courteous and helpful to the Authority and any Service user or stakeholder at all times when providing the Service;
 - carry out their duties and conduct themselves lawfully, in an orderly manner and cause no annoyance, offence, inconvenience or disruption to any Service user, stakeholder or Authority representatives; and
 - shall, when requested to do so, disclose his/her identity and status as a member of the staff of the Parish or Town Council (or sub-Contractor of), and offer for inspection an identification card showing the name and details of the staff member.
- 12.3.23 The Contractor shall not allow their employees / operatives to receive, request, solicit or act in such a manner as to induce payment, or gratuities of any kind, for any work to be carried out in accordance with the Parish Specific Landscape Services Agreement

12.4 Service disruption - NOT USED

12.5 Employment and skills policy – NOT USED

12.6 Project Charter – NOT USED

12.7 Code of Conduct – NOT USED

12.8 Induction – NOT USED

12.9 Training – NOT USED

13 SO12: SAFETY, HEALTH, ENVIRONMENT AND QUALITY

13.1 Health and Safety

13.1.1 NOT USED

13.1.2 NOT USED

13.1.3 NOT USED

13.1.4 NOT USED

13.1.5 NOT USED

13.1.6 NOT USED

13.1.7 NOT USED

13.1.8 NOT USED

13.1.9 NOT USED

13.1.10 NOT USED

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13.1.23 NOT USED

13.1.24 NOT USED

13.1.25 **NOT USED**

13.1.26 **NOT USED**

13.1.27 **NOT USED**

13.1.28 **NOT USED**

13.1.29 **NOT USED**

13.1.30 **NOT USED**

13.1.30 a The Contractor shall comply with the 'Health and Safety at Work, etc Act 1974' and any other relevant health and safety legislation.

13.1.30 b The Contractor shall be required to have their own health and safety policy statement and have undertaken relevant risk assessments to decide upon the appropriate safe systems of work that meet the requirements of the HSWA. Where any part of the Services is to be sub-contracted out then the Contractor shall ensure that a similar standard of compliance is achieved by the sub-contractor(s) and have in place effective monitoring of the contract.

13.1.30 c In providing the Services, the Contractor shall be responsible for all health and safety matters be it their own staff, sub-contractors or members of the public, and must adopt safe methods of work and comply at all times with the requirements of the Health and Safety at Work, etc. Act 1974 and of any other legislation, regulations or orders pertaining to the health and safety of the persons affected by the works.

13.1.30 d The Contractor shall nominate a competent person or organisation who is able to provide advice on health, safety and welfare matters and provide the Authority with the name and address of this person/organisation.

13.1.30 e In the event of an incident reportable under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR), or Legislation succeeding this, the Contractor shall, as necessary, conduct an urgent review with the Authorised Officer regarding any implications for the delivery of the Service.

Collections NOT USED

13.1.31 **NOT USED**

13.1.32 **NOT USED**

13.1.33 **NOT USED**

Working on or near the Highway

13.1.34 Prior to or any tasks or works which require road closures or parking suspensions (e.g. Landscaping of Areas with Special Circumstances), the Contractor shall:

- (a) consult with the Highway Authority to minimise effects on traffic;
- (b) book lane closure space with the Highway Authority;
- (c) prepare and apply for the relevant Temporary Traffic Regulation Order [and
- (d) adhere to traffic management plans.

13.1.35 **NOT USED**

13.1.36 The Contractor shall not undertake tasks or works in an Area with Special Circumstances or Grid Road where it is advised by the Highway Authority or the Police that conditions are not suitable and shall discuss potential mitigation measures of any instances with the Authorised Officer.

13.1.37 The Contractor shall ensure that when work on the Highway is carried out and, in particular, when working on central reservations that all signing and guiding is in accordance the Traffic Signs Manual 1991.

13.1.38 For any works undertaken on or near the highway all activities shall be in accordance with Chapter 8 of the Traffic Signs Manual (Traffic Safety Measures & Signs for Road Works and Temporary Situations).

13.1.39 The Contractor shall liaise with the Highways Authority for the placement of signage and guiding, and shall have in place alternative arrangements to place such signs should the Highways Authority be unable to do so.]

Use of chemicals, pesticides and herbicides

13.1.40 The Contractor shall comply with all law and regulatory guidelines in the supply, use and storage of chemicals.

13.1.41 The Contractor shall undertake street scene and Landscaping activities to ensure that use of glyphosate-based pesticides is as low as reasonably practicable, in accordance with the MKC Integrated Pest Management Position Paper and MKC Pesticide Decision Process.

13.1.42 All chemical herbicides used are to be approved by the Authorised Officer and shall be applied in strict accordance with manufacturer's instructions. The Contractor shall provide and make available for inspection the equipment used for measuring quantities of herbicides.

13.1.43 When using Chemicals, the Contractor shall:

- (a) shall carefully maintain all equipment and machinery used in the application of chemicals to ensure correct application takes place and that no leakage occurs;

- (b) fit all spray Equipment with an effective guard to prevent drift onto neighbouring areas or plants, a pressure regulating device and an approved spray nozzle. The Contractor shall make good, at his own expense any damage caused by drift or excess; and
 - (c) ensure that mixing chemicals and the method of application is carried out in such a manner as to cause no damage or injury to any desirable plant, animal, machine or item of equipment. Any such damage shall be made good at the Contractor's expense.
- 13.1.44 To reduce the risk of herbicide resistance, herbicides with differing modes of action should be rotated and where possible used in combination with non-chemical control.
- 13.1.45 The Contractor shall ensure that all chemicals are correctly stored and transported in compliance with the Control of Pesticides Regulations as follows:
- (a) that any recognised storeman is in possession of a Storeman's Certificate of Competence;
 - (b) all chemicals shall be securely locked within lockable Receptacles; and
 - (c) the Contractor shall ensure that all Waste Receptacles and chemicals are disposed of at facilities licensed for that purpose.
- 13.1.46 The Contractor shall not permit Contractor Staff to decant chemicals from one container to another except when filling application tanks.
- 13.1.47 The Contractor shall ensure that all Plant and Equipment used in the application of chemicals is carefully maintained to ensure correct application takes place and that no leakage occurs.
- 13.1.48 The Contractor shall provide a notice period, to be agreed with the Authorised Officer, to facility users before carrying out internal pesticide applications, especially where this would involve closure of the facility.

13.2 Environment

Environmental system

- 13.2.1 **NOT USED**
- 13.2.2 The Contractor shall, throughout the Contract Period, implement measures, controls and systems to:
- (a) monitor and, as far as reasonably practicable, minimise environmental impacts;

- (b) promote sustainability and low carbon activities;
- (c) ensure the effective operation of and implementation of the environmental management system; and
- (d) **NOT USED**

13.2.3 The Contractor shall operate the Services in a manner which:

- (a) follow the methodologies and obligations set out in the Environmental Management Plan;
- (b) prevents any Statutory Nuisance pursuant to Section 79 of the EPA, and as determined by any Relevant Authority; and
- (c) controls noise, Litter, light emissions, infestations of flora or fauna, pests, dust, odour, traffic, vibration, bio aerosols and/or other emissions and/or discharges to land, air and/or water such that they do not have a detrimental impact on adjacent property or persons.

13.2.4 The Contractor shall notify the Authorised Officer as soon as practicable and in any event within **one (1) Working Day** of any breach of any Necessary Consent at the Authority Premises or Contractor Premises. The Contractor shall supply copies of all Permitting Authority inspection reports in respect of the Authority Premises as part of the next Monthly Report.

13.2.5 The Contractor shall implement a philosophy of continuous improvement in environmental impacts associated with the Services and shall implement specific Environmental Initiatives.

13.2.6 **NOT USED**

13.2.7 The Contractor shall continually review environmental impacts associated with the Services, including taking account of operational experience and best practice within the industry.

Carbon Management

13.2.8 The Contractor shall identify, manage and monitor Service specific risks in relation to carbon including identifying, implementing and reporting on key mitigation measures The Contractor shall favour Vehicles that produce the least environmental impact, e.g. alternative fuels.

13.2.9 **NOT USED**

13.2.10 **NOT USED**

13.2.11 **NOT USED**

Water usage

13.2.12 When using water (e.g for landscape activities), the Contractor shall:

- (a) consult the relevant Water Authority to obtain the necessary permission for the water supply and pay any charges due where water is transported from another site or taken from the general supply by a hydrant. All such arrangements must conform to all Water Authority and Permitting Authority requirements; and
- (b) ensure that all water provided for watering plants shall be free from contamination which may be injurious to plants. The Contractor shall make good any damage caused by contaminated water at their own expense.

13.3 Quality system

13.3.1 **NOT USED**

13.3.2 **NOT USED**

13.3.3 **NOT USED**

13.3.4 Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institute is current, all goods and materials used or supplied and all workmanship shall, as a minimum requirement, be in accordance with that Standard unless a higher standard is specifically required by the Specification.

14 SO13: EXPIRY - NOT USED

15 ANNEX Definitions – to be completed