



LANDSCAPE AND ENVIRONMENT MANAGEMENT OPERATIONS

FOR EXTERNAL AREAS (5 YEARS) AT

**BIRMINGHAM INTERCHANGE
(FORMERLY BICKENHILL LINK),
BLACKFIRS LANE,
MARSTON GREEN.**

FOR

IAC BICKENHILL

J B Landscape Associates

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JUNE 2017 amended December 2020

THE PARTIES

Landscape Architect

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CONTENTS

	<i>Page</i>
CONDITIONS FOR TENDER	1
1.0 PRELIMINARIES	2
2.0 GRASS AND MEADOWS	15
3.0 SHRUBS	19
4.0 PLANTED TREES	22
5.0 MIXED NATIVE PLANTING	26
6.0 GENERAL SITE ACTIVITIES	28
7.0 MAINTENANCE OF SITE FABRIC	30
8.0 PRUNING GUIDE	33

CONDITIONS FOR TENDER

GENERALLY

SCOPE: these conditions are supplementary to those in the invitation to tender and on the Form of Tender.

TENDERING PROCEDURE is to be in accordance with the principles of the Code of Procedure for Single Stage Selective Tendering January 1996.

PRICING OF SCHEDULES

ALTERATIONS AND QUALIFICATIONS to Schedules of Quantities must not be made without the written consent of the Client. Tenders containing such alterations or qualifications may be rejected.

QUALITY AND QUANTITY OF WORK: tenders must include for all work described or apparent or that can be reasonably inferred as being necessary for the complete and proper execution of the Works.

SCHEDULES OF QUANTITIES: Tenders are to be submitted with a fully priced and extended copy of the Schedules of Quantities, with all entries made in ink and may not be defaced or altered unless agreed with the Landscape Architect.

UNPRICED ITEMS: costs relating to items in the Schedules of Quantities which are not priced will be deemed to have been included.

ERRORS in the priced Schedules of Quantities will be dealt with in accordance with Alternative 1, contained in Section 6.3 of the Code of Procedure for Single Stage Selective Tendering January 1996, published by the National Joint Consultative Committee for Building in collaboration with The Scottish Joint Consultative Committee and the Joint Consultative Committee for Building, Northern Ireland.

All priceable tender documents shall be priced in pounds and decimal parts of a pound. Where it is extended to tendering, rates of large quantities may be essential to three places of decimals by rounding. If three places of decimals are used, the third place shall be rounded to the nearest 0.005 wherever possible. Extensions into the money column shall be restricted to two places of decimals.

These clauses provide information which may have cost significance in relation to the pricing of subsequent preliminary and measured items. It has been assumed that the general information clauses are not priceable as such; should the Contractor feel that any of these clauses attract rates and prices, he must make allowance elsewhere in their tender.

1.0 PRELIMINARIES

- 1.1 Description of the site, location and access
- 1.2 Description of the works
- 1.3 Plant replacement obligations
- 1.4 Standard of work
- 1.5 Phasing
- 1.6 Contract drawings
- 1.7 Form of Contract
- 1.8 Inspection of site
- 1.9 Location of public utility services
- 1.10 Insurance
- 1.11 Areas in occupation
- 1.12 Use of site
- 1.13 Safety and welfare measures
- 1.14 Programme and progress chart
- 1.15 Site organisation
- 1.16 Advertisements
- 1.17 Water
- 1.18 Sub-letting
- 1.19 Protection of works
- 1.20 Noise control
- 1.21 Approved chemicals
- 1.22 Pest and disease
- 1.23 Storage
- 1.24 Uniform
- 1.25 Notice of intention of commencement and completion
- 1.26 Weed control
- 1.27 Environmental Sustainability
- 1.28 Status of and responsibility of Labour
- 1.29 Suspension of work
- 1.30 Work in a public place or alongside the public highway
- 1.31 Waste management
- 1.32 Accounts

1.0 PRELIMINARIES

1.1 DESCRIPTION OF THE SITE, LOCATION AND ACCESS

BIRMINGHAM INTERCHANGE is a proposed Business Park being developed next to Birmingham Airport.

BIRMINGHAM INTERCHANGE is located on the corner of Blackfirs Lane and Coleshill Heath Road.

Access to the site will be off the B4438.

1.2 DESCRIPTION OF THE WORKS

Maintenance work will involve mowing, weeding of planted areas and tree stations, pruning, fertilising, watering as necessary, spraying and dusting for pest and disease control, removal of rubbish, and all other operations in order to maintain the site fabric and landscape works and external areas in a safe and satisfactory condition. Qualified arboricultural advice should be sought for any existing trees, which should be checked regularly for disease. Dead, dying or dangerous limbs to be removed in accordance with Arboricultural best practice in accordance with Health & Safety standards.

1.3 PLANT REPLACEMENT OBLIGATIONS

If within the five year contract period it is found that any tree or shrub requires replacement, or has died, been removed, uprooted or destroyed as a result of natural causes or the negligence of the contractor (or become, in the opinion of the Local Planning Authority, seriously damaged or defective) another tree or shrub of the same species and size as that originally planted shall be planted at the same place, unless the Local Planning Authority gives its written consent to any variation.

1.4 STANDARD OF WORK

The landscape maintenance is to be carried out to a high standard and the site must be kept neat and clean in appearance at all times, being ostensibly weed and litter free, with all planting in a healthy state. The landscape maintenance Contractor shall pay particular attention to ensuring that the works are kept tidy and that none of their actions cause inconvenience or danger to others.

At the end of each visit, the Contractor shall remove from site all rubbish, trimmings and superfluous materials. The works are always to be left in a clean and tidy condition.

All operations described may be carried out by suitable approved machines or by hand. Any work around the base of existing trees or other existing plants, in confined spaces, near drains and services, or which it is impracticable to carry out by machine for any reason, shall be executed by hand and the Contractor must allow for this in their rates.

If it is the reasonable opinion of the Landscape Architect that the Contractor has failed to perform the works necessary to meet the requirements of the Contract the Landscape Architect shall give a written notice to the Contractor to comply with the requirements of the notice within a stated time at the Contractor's own expense.

If it is the reasonable opinion of the Landscape Architect that any defective works require IMMEDIATE CORRECTIVE ACTION because the defective works constitute a potential hazard or risk to the public the Employer retains at the Employers option the right to:

instruct the Contractor to return to site immediately to correct the defective works at the Contractors own expense, or
instruct an agency to go to the site to take whatever steps may be reasonably required to correct the defective works or to make the site safe if the Contractor is unable or unwilling to make the defect safe. The full costs of such action shall be deducted from any monies due to the Contractor.

1.5 PHASING

This contract, for on-going maintenance, is to run for a period of **five years** from the date of order following handover of the landscape from the present contractor to the client.

1.6 CONTRACT DRAWINGS

The drawings showing the landscaped areas to be maintained have been prepared by JB Landscape Associates. This document is to be read in conjunction with the latest revision of the drawings listed below:

2109 - DL001 - 1,2,3,4,5 & 6

2136 - DL002 - 1,2,3,4,5 & 6

1.7 FORM OF CONTRACT

J.C.L.I. Agreement for Landscape Maintenance Works (2012 Edition)

1.8 INSPECTION OF SITE

The Contractor shall be deemed to have visited the sites of the works, inspected the drawings and to have satisfied himself regarding access, suitability of ground for horticultural work, risk of damage to any property and access roads, the location of underground and overhead services, and to acquire 'as-built' drawings from the services companies and generally to have obtained their own information on all matters affecting the execution of the works. No claim for additional reimbursement, howsoever arising, resulting from the Contractor's failure to visit the site and ascertain or allow in their Tender for any of the conditions under which the works are to be carried out, will be entertained by the Client.

Upon visiting the site, the Contractor must liaise with the appointed officer/receptionist of each incumbent business to inform the appropriate parties of their presence and to obtain approval for access onto the plots and communal areas.

1.9 LOCATION OF PUBLIC UTILITY SERVICES

Before any work commences on site, the Contractor will contact all service authorities to ascertain the accurate location of all services and apparatus.

The Contractor shall not interfere with the operation of existing services (gas, water, electricity, telephones, buried cables, sewers or drains) without the permission of the Client, and in the case of works of Statutory Authorities and private owners, without their permission.

Any damage to mains or services shall be notified immediately to the Client.

1.10 INSURANCE

The Contractor is to allow for all costs, charges and expenses in connection with the following:

- i) Statutory Insurances in operation during the letting of the contract.
- ii) Risks in respect of damage to works or other things:
 - ie. Injury to persons or loss of property etc.

The Contractor shall be fully insured for Public Liability and shall provide details of the amount of cover with their tender. In addition, the Contractor shall be required to provide proof of premium payment in relation to their Public Liability cover.

The Contractor shall be liable for and indemnify the Employer against any expense, liability, loss, claim or proceedings in respect of any damage whatsoever to any property real or personal insofar as such damage arises out of or in the course of or by reason of the carrying out of the works, unless due to any act of neglect of the Employer or of its servants or agents. Without prejudice to their liability to indemnify the Employer the Contractor shall maintain and shall cause any subcontractor to maintain such insurances as are necessary to cover the liability of the Contractor, or, as the case may be, of such sub-contractor, in respect of personal injury or death arising out of or in the course of or caused by the carrying out of the works. Nothing contained in CONTRACTOR'S LIABILITY shall impose liability on the subcontractor in respect of negligence or breach of duty on the part of the Employer, the Contractor their other subcontractors or their respective servants or agents.

1.11 AREAS IN OCCUPATION

The works shall proceed so as to cause the minimum of inconvenience and nuisance to all occupiers and users.

Where maintenance is required without readily available access, the Contractor shall ensure that the appropriate permissions are sought from owner/occupiers before entering the site. If vehicular access is not available, suitable accesses should be negotiated and agreed with owner/occupiers.

The Contractor shall have free access to the site by arrangement with the current occupier for the duration of the works unless he is told otherwise by the Landscape Architect.

During the Contract whenever it is necessary to enter or cross land which is not the Employer's property or land which is in the possession of another party the Contractor shall be responsible for making their own arrangements for access.

Access to the site shall be by public roads or other agreed access. The Contractor shall be responsible for ensuring that their own vehicles and those of suppliers and others employed on the works use only the agreed access.

If the agreed access is other than the carriageway of a public highway then at no times shall the Contractor's vehicles exceed 10 miles per hour when driving along the agreed access: lower speeds shall be appropriate in many situations.

In order to prevent unauthorised vehicular access to site the Contractor shall ensure that where access has been gained (by opening a gate or unlocking a padlock, or by removing a barrier or bollard) the access shall be re-secured immediately behind the Contractor's vehicles using the access.

The Contractor shall ensure that site transport directly or indirectly involved in the works shall at all times when leaving the site be in a state of cleanliness to preclude the fouling of public or private roads adjacent to the site. If the Contractor cannot provide the cleaning facility then he shall promptly and unflinchingly remove any materials including dirt, mud or debris deposited on the roads or paths by the vehicles entering or leaving the site.

The Employer and their representatives or nominees shall at all times have access to the works.

The overall management of the site remains the right of the Employer/ Management Company and any operations may be undertaken within the site at any time, either by the Employer or any other agency acting on the Employer's behalf or under their instructions provided that such operations do not reasonably conflict with the performance of the works required under the Contract.

1.12 USE OF SITE

The Contractor shall not use the site for any purpose other than that of carrying out the works. No equipment relating to any landscape works to be left on site at the end each visit. He must also take into consideration the fact that there are employees, visitors and deliveries requiring unimpeded access the occupied premises, and that the public have access onto the adjoining roads.

1.13 SAFETY AND WELFARE MEASURES

The Contractor shall comply with the Health & Welfare Conditions for the Building Industry as contained in the latest edition of the National Working Rules for the Building Industry, the Health and Safety at Work Act 1974, the Factories Act, the Construction (Design and Management) Regulations 1994 and all related current legislations affecting the contract and processes in connection herewith.

The Contractor shall strictly comply with all safety and welfare measures required under or by virtue of the provisions of any enactment or regulation, or the working rules of any industry and ensure that all necessary facilities for their employees are provided. The Contractor shall be required to provide a copy of their Health and Safety Method Statement, Safety File/Risk Assessments and work programmes which are to be lodged with the Facilities Management Company.

The contractor shall determine whether traffic management measures are required for maintaining roundabouts, verges and central reservations. Where any traffic management is required, the contractor shall meet all requirements of the Highways Agency or their appointed agent, pay all costs and adhere to all appropriate safety standards.

1.14 PROGRAMME AND PROGRESS CHART

The Contractor shall, within one week of the date of acceptance of Tender and before the date is given to commence operations or possession of the site is given, produce a Programme Chart for the works.

Two copies shall be forwarded to the Client and shall be kept up to date by the regular recording of progress. This chart shall be modified or re-drafted at the direction of the Client, should any circumstances arise affecting the progress of the works.

It is expected that the contractor will need to enter upon the site throughout the year to fulfil their obligations in respect of the contract; on every other working day from April-October and at least once a week through the remaining months, or as set out within the programme of works. A regular liaison with the various parties will be necessary.

Throughout the year, the Contractor shall complete a record of maintenance form monthly and return it to the Landscape Architect within seven days.

Maintenance work shall be carried out within one week of a written Instruction or a maintenance request sheet from the Client, unless otherwise agreed.

The Contractor shall order their work to take account of any specific ground and weather conditions required for maintenance works and any specific Client requirements or restrictions.

All cultivations shall be carried out in suitable weather conditions, and shall be suspended in periods of excessive rain, snow or frost. Herbicide applications shall only be undertaken in suitable weather conditions as described by the manufacturer.

Maintenance works involving cultivation shall not be carried out in adverse weather conditions, where works would cause damage to the soil structure.

1.15 SITE ORGANISATION

The Contractor shall maintain an adequate site organisation under the control of an experienced Supervisor able to assume complete responsibility for a Contract of this description.

The Client will require a written company organisation report detailing lines of communication and company structure.

The Contractor shall ensure that at all times when work is in hand on the Contract, there is in each of the Contractors gangs engaged on the Contract a competent person authorised by the Contractor to receive the Landscape Architects instructions on the Contractor's behalf, whether the gang is directly employed by the Contractor or is subcontracted to him. The Contractor shall advise the Landscape Architect of the name of the Contractor's representative for each engaged on the Contract.

The Contractor's representative shall be responsible for the good behaviour of operatives whilst they are engaged on, the Contract.

The Contractor's representative shall be responsible for ensuring that the operatives under their control carry out the works in hand and the Landscape Architects instructions issued under these Conditions.

1.16 ADVERTISEMENTS

The Contractor shall not display advertisements on the Site nor permit advertisements to be displayed without the written authority of the Client.

1.17 WATER

The Contractor shall provide and/or pay for water as required for the works of the Contractor. Allow for transporting water in an appropriate manner to the areas where it is required, whenever necessary.

1.18 SUB-LETTING

The Contractor may not sub-let any part of the works without prior permission from the Client. If such permission is requested and granted, the Contractor shall be responsible for the supervision and administration of all their sub-contractors in accordance with the Conditions of Contract.

1.19 PROTECTION OF THE WORKS

The Contractor shall prevent damage to and protect as necessary existing plants. Any damage caused thereto shall be made good by the Contractor at their own expense.

The Contractor shall be held responsible for any damage to the soft or hard landscape or to highways and highway furniture caused by their acts (unless otherwise instructed by the Landscape Architect) or negligence. The Employer reserves the right at the Employer's option either to:
Instruct the Contractor to repair damage so caused or replace damaged items to Landscape Architect's Specification using the appropriate skilled

labour or a skilled contractor at the Contractor's own expense, or effect any necessary repair or replacement work to the Landscape Architect's specification using any agency, the full costs of such action shall be deducted from any monies due to the Contractor, or advise the appropriate agency authority company or undertaker of the damage caused by the Contractor and to furnish that agency authority company or undertaker with such information as it may require to undertake the necessary repair or replacement work to its own satisfaction and to enable it to recharge the Contractor the full costs of such repair or replacement work.

If a tree or shrub becomes damaged by the Contractor all bark scrapes shall be cleaned and tidied and a tree wound paint of the type approved by the Landscape Architect shall be applied to the wound surface. If damage to any tree, shrub or hedge should result in its death or serious disfigurement then it shall be removed and replaced as the Landscape Architect shall direct. Replacement of shrubs or hedging shall be of sufficient number to give the same density of cover as previously existed.

1.20 NOISE CONTROL

The Contractor shall ensure that all measures to control the noise levels produced by their operations on site required under or by virtue of any enactment or regulation, or the working rules of any industry, are strictly complied with.

It will be the Contractor's responsibility to carry out the Contract in such a way as to satisfy the EPA 1990 and the Noise & Statutory Nuisance Act which may impose restrictions on the type of plant, method of working and working hours adopted on the Contract and the Contractor is to allow for any additional costs which may arise out of compliance with the Act.

In addition, the Contractor shall be aware that the use of any radios etc. is prohibited within the site.

The Contractor shall undertake all operations in an expeditious and timely manner to ensure that the works are completed within the Contract period.

The Contractor shall seek the permission of the Landscape Architect (which shall not unreasonably be withheld) to work weekends or Public Holidays.

The Contractor shall not use noisy machinery before 8.00 a.m. and after 6.00 p.m. without the prior written permission of the Landscape Architect or where prohibited by local bye-law. The Employer shall be responsible for ascertaining if such apply and shall incorporate such notice in the tender documents.

The Employer retains the right to prioritise tasks, or to defer or prohibit the Contractor from undertaking work in certain sites at certain times by reason of specific events or circumstances which shall be notified to the Contractor. The Contractor shall take all necessary measures to minimise nuisance occasioned by the works to occupiers of property adjoining the works and shall comply with any reasonable instructions given by the Landscape Architect in this respect.

1.21 APPROVED CHEMICALS

The Contractor shall ensure that all herbicide applications are undertaken in accordance with the Health and Safety (Agriculture - Poisonous Substance) Regulations, where they apply. The Contractor shall employ only trained operatives, holding current Certificates of Competence in the use of pesticides and spraying equipment. He shall ensure at all times that others are not subject to any hazard from the use of chemicals and that all equipment, containers and materials are kept in a secure place when on site and not in use, and that all empty containers etc. are removed from site at the end of each day.

All chemicals used shall be non-toxic under normal conditions to humans, birds and animals and shall be chosen by the Contractor to cause least damage to the environment.

Only those chemicals approved for 'Farmers and Growers' shall be used and under no circumstances should chemicals on the UK Environmental Red List be used. All herbicides/pesticides used by the contractor should have translocated properties and should not be residual.

Application of chemicals near water or land drains shall be carried out in accordance with MAFF Code of Practice for the use of Herbicides on Weeds in Water Courses and Lakes.

Application of chemicals shall be strictly in accordance with manufacturer's instructions. Refer to all product's COSHH Regulations, as amended.

1.22 PEST AND DISEASE

The Contractor shall notify the Client of any pest or disease problems occurring which affect any plant, tree or grass. He shall implement appropriate treatment as agreed to coincide with normal maintenance visits where possible. All diseased wood, clippings, prunings etc. shall be removed from site and incinerated or treated in line with appropriate waste management practice.

1.23 STORAGE

If required by the contractor, the employer's agent should be approached to request a suitable area on the site for storing their maintenance plant and materials. It will be the contractor's responsibility to secure the area and to supply and erect any required fencing and/or storage containers. Refer to item 1.12 Use of Site.

1.24 UNIFORM

All operatives shall wear an approved uniform while on site at all times so that they may be readily identified with the Contractor. Suitable clothing would be overalls of a uniform colour, preferably bearing the Contractor's name or insignia.

Such clothing is to be provided by the Contractor and costs should be included in the tender.

1.25 NOTICE OF INTENTION OF COMMENCEMENT AND COMPLETION

At the commencement of each and every visit to the site, the contractor shall record their presence by signing-in with Reception, or at another location as may be agreed between the parties

If the contractor should wish to amend the agreed programme of visits, he shall request approval from the employer's agent and inform the Landscape Architect accordingly. Immediately after completion of the works the Contractor shall remove all un-used materials, all debris and the temporary fencing, bunting or other barrier tape or webbing from outside the completed works.

1.26 WEED CONTROL

The Contractor shall, by mechanical or chemical means, keep weeds down over the whole site. At no time shall he allow the weeds to seed.

The Contractor shall be responsible for keeping the site free from Injurious Weeds as listed in the Wildlife & Countryside Act 1981.

The weeds to which the Act applies include weeds listed below and any others as may be prescribed by the regulations:

Cirsium vulgare (spear thistle)
Rumex obtusifolius (broad leaved dock)
Cirsium arvense (creeping thistle)
Senecio jacobea (ragwort)
Rumex crispus (curled dock)

The contractor must not plant or otherwise cause to grow in the wild any plant listed on Schedule 9 of the Wildlife & Countryside Act 1981 and shall notify the Landscape Architect if any of these or Japanese Knotweed (*Fallopia japonica*) are present on the site. Disposal of these weeds shall be in accordance with the Environmental Protection Act 1990 and Hazardous Waste Regulations.

1.27 ENVIRONMENTAL SUSTAINABILITY

JBLA are committed to measuring, benchmarking and improving the sustainability performance of properties under our management through a structured environmental management programme. We believe that good environmental practice correlates with good business practice.

Sustainability in terms of landscape maintenance may include:

- the use of carbon-efficient plant and machinery
- reducing the use and composition of pesticides
- promoting the addition of specific features to benefit nature – refuges, nesting boxes, roosting sites etc
- drought tolerant planting schemes, including herbaceous perennials which need minimal watering
- enhancing water permeability by reducing the amount hard surfacing

- retaining soil moisture by increasing use of mulch and by relaxing mowing regimes to create long grass areas
- increasing use of ground cover planting to reduce weeds and water loss and create habitats for wildlife
- maintaining meadows and woodland areas

1.28 STATUS OF AND RESPONSIBILITY FOR LABOUR

The Contractor must comply with all statutory requirements concerning the employment of labour whether those provisions affect the execution of the works or otherwise.

To ensure good behaviour and compliance with statutory requirements and the requirements of the Employer in respect of the nature or quality of the work or issues concerning health, safety or welfare the Landscape Architect or another Officer of the Employer shall be entitled to give such instructions to the Contractor or to their appointed representative as may be requisite at any time.

The Contractor shall provide all skilled and qualified labour necessary for the expeditious completion of the Contract. No operative shall be engaged on the Contract or any part thereof unless that operative has been adequately trained to do that work without supervision or unless that operative is working under the direct instruction and supervision of a person who is competent to give both instruction and supervision in the doing of that work.

The Contractor shall ensure that no operative is under the adverse influence of any medication or drug, including alcohol, whilst that operative is engaged on the Contract.

The Landscape Architect may (not unreasonably or vexatiously) issue instructions to the Contractor requiring the exclusion from the works by the Contractor of any operative engaged on the Contract. The Employer shall in no circumstances be liable to either the Contractor or the employer in respect of any liability, loss or damage occasioned by such removal or disciplinary action and the Contractor shall fully and promptly indemnify the Employer against any claim made by such employee.

The Contractor shall ensure that these Conditions are brought to the attention of every operative engaged on the Contract.

1.29 SUSPENSION OF WORK

The Employer reserves the right to suspend the work immediately and send the Contractor off site (but without prejudice to the rights of any party accrued to date) If:

The Contractor had not made the Landscape Architect aware that works were in progress.

In the opinion of the Landscape Architect the works were below the standards required by the specification contained herein.

In the opinion of the Landscape Architect the operatives were ill-equipped to perform the works.

In the opinion of the Landscape Architect the weather was unsuitable.

In the opinion of the Landscape Architect the works were being carried out in such a way as to be dangerous or damaging to the site or the general public.

In the opinion of the Landscape Architect materials or work equipment being used for the works were below the standards required by the specifications contained in the tender documents.

1.30 WORK IN A PUBLIC PLACE OR ALONGSIDE THE PUBLIC HIGHWAY

Where the works are in a public place the general public shall be warned by the Contractor of all work by the display of the appropriate warning signs. Guidance on the display of signs shall be sought from 'Safer Road Works Ahead' and/or Chapter 8 of the Traffic Signs Manual published by the Department of Transport.

Where the works are adjacent to a public highway the Contractor shall be responsible for ascertaining and complying with the requirements of the highway authority and police authority as to any regulations, restrictions, directions or instructions concerned with the movement of traffic or pedestrians in and about the works, and shall inform the Landscape Architect of the outcome of any discussions.

Where the works are in a public place distant from the public highway and where in the opinion of the Landscape Architect the works shall make the use of a path or route by the general public difficult, inadvisable or impracticable the Contractor shall in advance of the works erect temporary fencing, bunting or some other barrier tape or webbing to prevent access to the danger zone by the general public. The Contractor shall indicate an alternative route for the general public, and the Landscape Architect shall be consulted as to the alternative route proposed by the Contractor.

The Contractor shall be responsible for all arrangements to prevent access to obstructions to public rights of way by the general public by covering, fencing, watching or lighting as necessary any obstructions caused by the works.

The Landscape Architect reserves the right to make any exposed excavations or other obstructions to public rights of way safe by taking whatever measures he deems necessary without prior reference to the Contractor and to recharge the Contractor the full costs of so doing.

The Contractor shall not cause any unnecessary obstruction or interference with traffic along the public highway. The Contractor shall keep open to the satisfaction of the Landscape Architect all rights of way or other footpaths on and about the works.

1.31 WASTE MANAGEMENT

The working area is to be left clean and tidy when the Contractor goes off site at the completion of the day's work. The Contractor shall keep all public highways clear of obstructions to the satisfaction of the local Highway Authority and the Employer.

The Contractor shall be responsible for the disposal of all arisings from the works at their own expense, although the implementation of the Waste Hierarchy (reduce, reuse, recycle) and the promotion of a composting option, including the retention of some materials on-site to promote wildlife refuge, is encouraged.

The Contractor shall be responsible for the provision of an authorised tipping facility and for ensuring that all debris from the works is removed thereto. Such facility shall be off site and no unauthorised tipping shall be carried out by the Contractor within the contract area or in any other place. All charges, fees, transport and other expenses in connection with tipping shall be borne by the Contractor.

Fires: there shall be no fires.

1.32 ACCOUNTS

Payment intervals shall normally be 8 times a year, and applied for by the contractor on invoices divided equally according to the annual sum quoted, on the following dates:

1st May
1st June
1st July
1st August
1st September
1st October
2nd January
1st April

However, alternative arrangements for payment may be considered to suit the contractor's accounting practices

2.0 GRASS AND MEADOWS

- 2.1 High Grade Grass Areas
 - 2.1.1 Mowing
 - 2.1.2 Edging
 - 2.1.3 Fertiliser
 - 2.1.4 Weeding
 - 2.1.5 Renovation
 - 2.1.6 Making Surfaces Even
 - 2.1.7 Re-seeding/Turfing

- 2.2 Wildflower and Wetland Meadow Areas
 - 2.2.1 Cutting Meadowland
 - 2.2.2 Weed Control
 - 2.2.3 General Management

- 2.3 Mixed Native Planting Areas
 - 2.3.1 Strimming Underseeding

2.0 GRASS

Grass-cutting generally

For all types of grass cutting, the Contractor must include in their rates for cutting around all trees and obstacles in grass swards and cutting up against all fences which adjoin grassed areas.

The Contractor must also include in their rates for:

- any necessary rolling;
- any overhanging branches to be cut back;
- hard landscape areas adjoining grass shall being swept clear of all arisings after cutting operations.

-

All litter or debris found on the grass and any stones larger than 40mm shall be removed prior to cutting.

Hard landscape areas adjoining grass shall be swept clear of all arisings after cutting operations.

Care shall be taken to avoid damage to the grass or adjacent trees and shrubs, particularly by spilling of petrol, herbicide etc. Any damage caused shall be made good as directed by the Client to their entire satisfaction at the Contractor's expense.

Grass shall be cut using approved machines, correctly adjusted, and fitted with sharp cutter blades set to cut the sward cleanly and evenly, so that arisings are evenly dispersed. All rotary mowers are to be fitted with appropriate safety guards.

All operations relating to grass cutting within one area shall be completed within the same day. See drawing for allocation of areas.

Grass cutting shall not occur in bulb areas (mid-April to June depending on variety) and shall recommence six weeks after flowering has ceased.

Mole hills are to be levelled and stone picked before mowing.

2.1 HIGH GRADE GRASS AREAS

2.1.1 MOWING

Frequency: 1 x per week April – October + twice in Winter season

Height: 25mm Apr-Oct
50mm Nov-Mar

Method: Cylinder mower-alternate the direction of cut
Include strimming around edges and trees. Steep banks and grassed ditch to be mown with hand-held mower

Clippings: Remove all clippings

2.1.2 EDGING

Frequency: Every month following a cut in April-October; remove arisings
Method: Where all grass areas abut a shrub or mixed planting area (and where there is no rabbit fencing), trim with edging tool such as half moon spade or motorised edger/metal-blade strimmer to clean straight lines or smooth curves as shown on the drawing; soil to be drawn back from edges to permit use of shears/strimmer

2.1.3 FERTILISING

Frequency: Spring & Autumn
Method: Distribute evenly using hand-held machine ensuring no overlap.
Do not broadcast by hand. May be applied with weedkiller
Brush in well and water if necessary
Type: Spring – Approved 15:15:15 NPK mix rates as manufacturer's instructions.
Autumn - Approved 3:12:12 NPK mix rates as manufacturer's instructions.

2.1.4 WEEDING

Broadleaf weeds & clover

Method: Apply a suitable approved selective hormone herbicide by knapsack sprayer or other approved applicator.
Type: To be approved; rates & method as manufacturer's instructions
Frequency: April & June after fertiliser application, with authorisation from the client.

Moss

Method: Apply approved moss killer by knapsack sprayer 10 days after fertilizer application.
Frequency: April

2.1.5 RENOVATION

Frequency: Scarify in early spring prior to the first cut of the season.
Aerate in Autumn prior to fertiliser application.
Method: Use wire rake or suitable mechanical equivalent to scarify and hollow tine machine to 100mm depth.
Remove all plugs and rakings.

2.1.6 MAKE SURFACES EVEN

Frequency: In spring OR as required.
Method: Where there is subsidence or vehicle overrun, either top-dress with sifted soil & seed or roll back turf and adjust levels and remove excess soil.

2.1.7 RE-SEEDING/TURFING

Frequency: Spring/autumn (turfing likely to be all year round)
Method: As for installation; comply with JBLA standard specification.

2.2 WILDFLOWER AND WETLAND MEADOW AREAS

2.2.1 CUTTING MEADOWLAND

Year 1

Frequency: Do not cut in the first year
Height: -
Method: -
Clippings: -

Year 2 onwards

Frequency: Twice: Once in Spring and once in Summer (mid-July-Mid August)
Height: 75mm
Method: Reciprocating head mower (rotary topper would be acceptable) - alternate the direction of cut
Clippings: Bundle into bales and remove as hay.

(For large swathes of wildflower/meadow grass leave a third of the total area uncut each year, in rotation, so that the full area is cut only once every two years).

2.2.2 WEED CONTROL

Species: Ragwort, nettle and thistle
Method: Apply a suitable approved selective hormone herbicide by knapsack sprayer or other approved applicator.
Type: To be approved; rates as manufacturer's instructions
Frequency: April & June and at other times as necessary to eradicate weeds.

2.2.3 GENERAL MANAGEMENT

2.2.3.1 A cut-and-collect regime should be established for 2 years to retard the growth of 'weed-species' in the tall ruderal areas and to lower the nutrient levels within the existing soil. Cuts should be twice per annum. Cuts should be split into early-Spring and late-Summer to aim to slow growth of annual weeds, preventing seeding, without impacting on the growth and seeding cycle of the sites recognised un-frequent, but desirable, floristic and SING indicator grass species. All arisings to be collected and removed from site to reduce nutrient load and prevent smothering of sward.

2.2.3.2 Early in the third year of management (after suppression of weed species and reduction in soil nutrient load has been undertaken) land should be reduced to 50% bare-ground by chain harrowing. Yellow rattle should then be seeded across the site at a low application rate (0.25-0.5kg per ha) to reduce the competitiveness of remaining coarse grass species (i.e. Perennial Ryegrass). Simultaneous with seeding with Yellow rattle additional seeding with Semi-Improved Neutral Grassland seed mix stock, of local provenance, should occur to increase the vegetative diversity of the land.

2.2.3.3 Subsequently (year 3 of management onwards) the land should be managed via yearly 'hay-cut' by mechanical means at the end of the flower period (August). All arisings would be left for a short period to shed seed (7 days) then removed from the site.

2.3 MIXED NATIVE PLANTING AREAS

2.3.1 STRIMMING UNDERSEEDING

Frequency: Once in spring
Once again in August
Height: 75mm
Method: By hand strimmer

3.0 SHRUBS

- 3.1 Watering
- 3.2 Fertilizing
- 3.3 Weeding/cultivation
- 3.4 Pruning
- 3.5 Disease control
- 3.6 Removing flower heads and dead top-growth
- 3.7 Replacement shrubs
- 3.8 Mulching

3.0 SHRUBS

3.1 WATERING

Frequency: As necessary, dependent upon prevailing climatic conditions.
Amount: Sufficient to ensure 150-250mm soil penetration (approx. 15 litres per shrub).
Method: Rotary sprinklers, or by hand-held hoses where this is not practical.

3.2 FERTILISING

Frequency: Spring, following verification
Method: Apply fertilizer by hand to the base of each plant.
Type: 'Enmag'
Amount: 40g per plant

3.3 WEEDING/CULTIVATION

Frequency: As necessary to maintain weed free beds at all times (monthly).
Method: Remove by chemical (suitable approved) means or by hoeing, avoiding root disturbance. Hand weed where ground cover is dense.
Remove any litter from beds.

3.4 PRUNING

Frequency/method: See separate pruning guide (Section 9.0).

As a general rule;

- remove suckers, snags and dead or diseased wood
- all weak, thin or malformed growth, cutting to a healthy outward pointing bud
- reverted growth
- reduce growth encroaching on paths, roads, sightlines etc.
- thin, trim or shape to achieve desired effect

All prunings are to be removed to the Contractor's tip

Refer to the pruning guide in Section 8.0

3.5 DISEASE CONTROL

Frequency: As necessary or as directed
Method: Spray or dust
Type: Approved insecticide/fungicide
Amount: As manufacturer's instructions

3.6 REMOVING FLOWER HEADS AND DEAD TOP-GROWTH

Frequency: 1 x per month during summer season.

Method: Remove dead heads after flowering, and any unsightly dead foliage at the end of the season.

3.7 REPLACEMENT SHRUBS

Comply with Landscape Architect's instruction and specification, apply mulch, fertiliser and regular water. Any guards/supports are to be checked annually and replaced/removed as applicable.

3.8 MULCHING

Frequency: Spring each year (only to ground not covered by shrubs)

Application: By hand after removal of all weeds and fertilizer application.
Soil must not be very wet or dry.

4.0 PLANTED TREES

- 4.1 Safety inspection and remedial work to mature/semi-mature trees
- 4.2 Weedkiller to tree bases
- 4.3 Pruning
- 4.4 Disease Control
- 4.5 Supports (Replacement trees newly planted)
- 4.6 Replacement Trees
- 4.7 Supports & watering stations (removal)

4.0 PLANTED TREES

4.1 SAFETY INSPECTION & REMEDIAL WORK TO MATURE/SEMI-MATURE TREES

Frequency: Immediate inspection and every three years (in the Spring)
Method: All pre-existing mature/semi-mature trees are to be inspected by a qualified arboriculturalist to determine safety and avoidance of vehicular sight-lines and CCTV cameras; and production of a report with recommendations to be submitted to the client, who will order any remedial works to be carried out as deemed necessary,

4.2 WEED KILLER TO TREE BASES

Frequency: Once a month during the growing season
Repeat application as necessary.
Method: Apply Glyphosate or similar approved herbicide to maintain a 500mm radius bare patch of soil with a neat edge at the base of each tree planted in grass. Dead grass and/or weeds are to be removed

During the winter months, Propyzamide may be necessary to control couch and other pernicious weeds (this will be at the discretion of the Client).

All sprayers must be fitted with effective guards to prevent spray drift.

4.3 PRUNING

Frequency: As necessary
Method: By hand
Amount: To remove any dead, diseased or damaged branches; also side growths and suckers at the base of the tree.

Refer to the pruning guide in Section 8.0

4.4 DISEASE CONTROL

Frequency: As necessary or as directed.
Method: Spray or dust
Type: Approved insecticide/fungicide
Amount: As manufacturer's instructions.

NB. Fireblight: affected plants should have infected shoots cut out or be removed in their entirety if badly infected. All infected material should be burned and tools disinfected immediately prior to further use. There is no chemical control.

4.5 SUPPORTS (REPLACEMENT TREES NEWLY PLANTED)

Frequency: Check quarterly and after strong winds.
Method: Adjust ties and re-firm or replace posts as necessary. Re-firm trees, particularly after frost

Type: To comply with the JBLA specification.

4.6 REPLACEMENT TREES

Comply with the JBLA specification and apply fertiliser and regular water.

4.7 SUPPORTS & WATERING STATIONS (REMOVAL)

Frequency: Throughout contract as necessary.

Method: Remove stakes/ties/guys if tree is self-supporting. Remove all watering station apparatus above ground. Cut off pipes to ground level if necessary.

5.0 MIXED NATIVE PLANTING

- 5.1 Weeding
- 5.2 Pruning
- 5.3 Disease control
- 5.4 Protection
- 5.5 Replacement plants

5.0 MIXED NATIVE PLANTING

5.1 WEEDING

Frequency: Late spring when weeds are growing well and under suitable weather conditions. Repeat application as necessary.

Method: Apply Glyphosate or similar approved herbicide to maintain a weed free 300mm radius circle at the base of each whip/transplant. (The grass sward planted under the mixed native planting is to be retained.)

Weeds growing up adjacent to or amongst the plants are to be removed by hand, so as not to jeopardise the survival of the planting. Any disturbance to the bark mulch is to be made good by raking.

During the winter months, Propyzamide may be necessary to control couch and other pernicious weeds (this will be at the discretion of the Client).

All sprayers must be fitted with effective guards to prevent spray drift.

5.2 PRUNING

Frequency: As necessary

Method: By hand

Amount: To remove any dead, diseased or damaged branches; also side growths and suckers at the base of the tree.

5.3 DISEASE CONTROL

Frequency: As necessary or as directed.

Method: Spray or dust

Type: Approved insecticide/fungicide

Amount: As manufacturer's instructions.

NB. Fireblight: affected plants should have infected shoots cut out or be removed in their entirety if badly infected. All infected material should be burned and tools disinfected immediately prior to further use. There is no chemical control.

5.4 PROTECTION

Method: Replace/re-set rabbit guards as necessary.

Type: As original specification.

5.5 REPLACEMENT PLANTS

Comply with original specification/construction drawings.

6.0 GENERAL SITE ACTIVITIES

- 6.1 Leaf collection
- 6.2 Pest control
- 6.3 Site scavenge/litter collection
- 6.4 Sweeping roads and paved areas
- 6.5 Fly-tip Disposal

6.0 GENERAL SITE ACTIVITIES

6.1 LEAF COLLECTION

Frequency: As necessary

Method: Fallen leaves are to be collected in autumn from all shrub planting areas and high grade grass areas in order to maintain a tidy appearance on site at all times.

6.2 PEST CONTROL

Frequency: Quarterly (or when infill plants have been initially planted)

Method: Check for signs of geese and rabbit damage and report to Client if necessary.

(An annual arrangement for rabbit culling may be required)

6.3 SITE SCAVENGE/LITTER COLLECTION

Frequency: Weekly

Method: The scavenge is to consist of the removal to the Contractor's tip of all litter and extraneous rubbish which the Client considers detrimental to the appearance of the site.

6.4 SWEEPING ROADS AND PAVED AREAS

Frequency: Sweep roads twice monthly

Sweep footpaths and paved areas monthly

Method: Ensure all roads and paved areas are cleared of dust and dirt, fallen leaves and other materials by sweeping clean and washing-down. Utilise motorised plant or hand-held tools appropriate to the extent of the area and the available access. Remove arisings to tip.

6.5 FLY-TIP DISPOSAL

Frequency: As required

Method: Report any fly-tipping to the client immediately. Seek and act upon instruction from the client to remove material from site to an official waste disposal site

7.0 MAINTENANCE OF SITE FABRIC

- 7.1 Weeding of footpaths and paved areas/hard surfaces
- 7.2 Paving materials
- 7.3 Ice, snow and spillage clearance
- 7.4 Gully cleaning
- 7.5 Fences, Gates and bollards
- 7.6 Signs and lifebuoys
- 7.7 Rabbit proof fencing
- 7.8 Pond maintenance
- 7.9 Pond electrics
- 7.10 Swale and pond beds and banks
- 7.11 Gabion Walls

7.0 MAINTENANCE OF SITE FABRIC

7.1 WEEDING OF FOOTPATHS AND PAVED AREAS/HARD SURFACES

Frequency: Annually in the Spring

Method: Apply Glyphosate-based weedkiller to all grass/weeds in paved areas/hard surfaces/footpaths, allow to act (five days subject to moisture); then remove dead top-growth from site to tip. Treat moss areas with boiling water or similar approved method where it is likely to cause a slipping hazard, and remove when dead

7.2 PAVING MATERIALS

Frequency: Annually

Method: Inspect all paved areas/hard surfaces/footpaths, edgings and kerbs, gully gratings and manholes, for damage from tree roots or subsidence and excessive wear, and report findings to Client. Make safe or add temporary warnings as necessary to avoid accidents to footway- or road-users, until permanent repair can be arranged

7.3 ICE, SNOW AND SPILLAGE CLEARANCE

Frequency: In the event of forecast ice/snow/spillages on paved surfaces

Method: Agree location on site with client/agent for storage. Maintain store of white salt grit/sand; arrange gritting of all roads and footways in anticipation of frost/snow; and ensure rapid response to making safe & clearing-up road spillages.

7.4 GULLY CLEANING

Frequency: Twice-annually in Spring and late Autumn

Method: Employ a purpose-built truck-mounted mechanical gully-cleaning pump with integral pipe and tank. Discharge all waste at an approved tip. Clear away any large objects by hand & unblock any clogged inlet and outlet pipes (including the grassed ditch) to ensure efficient working.

7.5 FENCES, GATES AND BOLLARDS

Frequency: Quarterly

Method: Check all posts, panels, wires and fittings to timber and post and wire fences, and to bollards, and report faults to the client immediately. Upright posts, tighten wires and carry out repairs/staining as instructed.

7.6 SIGNS AND LIFEBOUYS

Frequency: Monthly

Method: Wipe signs clean. Report to client on any damages or missing items. Retrieve and replace Lifebuoys onto stands.

7.7 RABBIT PROOF FENCING (if applicable)

Frequency: Weekly during main season of damage (winter); monthly through remainder of the year.

Method: Check all fences and report faults to the Client immediately. Carry out repairs immediately upon instruction.

7.8 POND MAINTENANCE

Frequency: As necessary, but at least twice yearly.

Method: Remove all accumulated rubbish from the banks, beaches and shoreline, and algae, leaves and litter from the water of the lakes/ponds shown on the drawings, and ensure all inlets and outlets are clear and functioning well.

Hose down stone beaches to remove any detritus/algae annually.

Reset any timber piles that have moved out of alignment.

Redistribute disturbed beach stone to form an even surface.

Check shoreline erosion-protection matting and peg down where necessary.

Ensure aerators are working properly and serviced in accordance with the manufacturers recommendations, and pipes and hoses are clear.

Report any incidences of flooding, build-up of silt and bank erosion to the Client

7.9 POND ELECTRICS (if applicable)

Frequency: As necessary, but at least twice yearly.

Method: Check all fittings, cages and connections on the lighting and aerator circuits for wear and damage: make safe any hazards and report all incidences to the client; reset the timer for the aerators and/or lights to suit client requirements; alter light-beam alignments to suit client requirements and replace any failed bulbs.

7.10 SWALE AND POND BEDS AND BANKS

Frequency: As necessary, dependent upon prevailing weather conditions.

Method: Clear excessive vegetation growth & branches and any rubbish deposited when in spate. Ensure the passage of water is unimpeded. Report the build-up of silt, evidence of pollution and presence of any fallen trees or other large objects, and seek and act upon instruction from the client/landscape architect. Banks to be cut & weeded as per Item 2.2.

Clearance: Remove all arisings from site to tip

7.11 GABION WALLS

Frequency: Monthly

Method: Check all wires and casings and report faults to the client immediately. Spray gabions for weeds during the growing season.

8.0 PRUNING GUIDE

- 8.1 Shrub planting
- 8.2 Perennials etc
- 8.3 Bulbs
- 8.4 Mixed Native Planting
- 8.5 Hedges

8.0 PRUNING GUIDE

All plants are to be pruned/trimmed to respect their normal form, shape and habit, and at a time of year after flowering and in accordance with good horticultural practice.

8.1 SHRUB PLANTING

Ceanothus thyrsiflorus repens	No regular pruning required; Prune lightly in early summer to keep tidy
Cornus sanguinea	As above
Choisya ternata	No regular pruning required; Prune lightly in early summer to keep tidy
Cistus 'Grayswood Pink'	No regular pruning required; clip in April if required
Euonymus 'Silver Queen'	No regular pruning required; clip in April if required
Genista hispanica	No regular pruning required
Hebe rakiensis	Prune away any frosted branches and trim back hard in April to maintain shape if required
Hypericum 'Hidcote'	Trim shrub to shape in March. In year five trim back hard to encourage basal growth
Lavandula 'Hidcote'	Remove dead flower stems and lightly trim plants in late summer. Straggly plants cut hard back in March/April
Lonicera 'Maygreen'	Thin out old wood after flowering as necessary
Osmanthus x burkwoodii	No regular pruning – keep bushy by removal of weak or old stems at ground level
Photinia 'Red Robin'	No regular pruning required; Prune in early summer to keep tidy
Prunus laurocerasus	Trim to shape twice yearly
Prunus laurocerasus 'Otto Luyken'	No regular pruning required
Rosa 'Frau Dagmar Hastrup'	Prune as necessary after flowering, if outgrown space
Rosmarinus officinalis	Thin out old/damaged wood in early May
Spiraea 'Goldflame'	Thin out occasionally, after flowering
Symphoricarpos chen. 'Hancock'	Thin out overgrown specimens and remove unwanted suckers between Oct-Feb
Viburnum davidii	Thin out old/damaged wood in early May
Viburnum tinus 'Eve Price'	Thin out old and damaged wood in early May. Prune in April. Watch out for 'Fireblight'.

8.2 PERENNIALS etc

Alchemilla mollis	Cut down flowering stems October or November
Geranium grandiflorum	Cut back old flowering stems almost to the ground to encourage new compact growth
Hedera hibernica	Prune excessively long runners that invade neighbouring shrubs/grass/pavings in summer
Vinca minor	No regular pruning required. Clear away unwanted trailing stems.

8.3 BULBS

Crocus sp	No maintenance required; cut down only when leaves have died down/ turned yellow
Narcissus sp	No maintenance required; cut down only when leaves have died down/ turned yellow

8.4 MIXED NATIVE PLANTING

Acer campestre	No regular pruning required
Alnus glutinosa	No regular pruning required
Betula pendula	No regular pruning required
Corylus avellana	Cut back the previous year's growth by half in March
Crataegus monogyna	Prune the top third of growth for the first two years to keep healthy
Ilex aquifolium	No regular pruning required
Ligustrum vulgare	No regular pruning required
Prunus avium	No regular pruning required
Prunus spinosa	No regular pruning required
Quercus robur	No regular pruning required

8.5 HEDGES

Frequency: Ornamental: Twice yearly (outside of the bird nesting season)
Native: Once yearly in October/November

Method: Prune all long/leggy shoots back to main line of hedge.
Form and maintain a regular hedge profile section approx 1.0m wide by 1.2-1.5m height to an even line and level, with sides sloping inwards towards the top.