

OPEN SPACE MAINTENANCE SPECIFICATION

1.0 Introduction

- a. Ochil View Housing Association (the Employer) seeks to maintain a high standard and quality of open space maintenance services to its developments and locations. The works described in this specification are to be executed by the Contractor in a manner that enhances Ochil View's reputation for the maintenance of its open spaces. The Contractor must carry out the work by adopting the best horticultural practices, by creating and maintaining aesthetically pleasing horticultural features and by setting and maintaining rigorous standards of discipline, cleanliness and tidiness. The Contractor must also adopt and display at all times, the Association's Core Values – Open; Transparent; Responsive; Trustworthy.
- b. The provisions contained within this specification shall be complied with at all times by the Contractor in undertaking the tasks set out. The contractor's tender shall be deemed to include all costs as may arise through compliance with this specification.

2.0 Scope of Works

- a. The Open Space Maintenance elements of the contract comprises the following works:

Core Tasks

- Grass cutting;
- Grass edging;
- Shrub/Herbaceous bed maintenance;
- Hedge Maintenance;
- Young Tree Maintenance;
- Cleaning of grounds;
- Litter Picking;
- Minor tree surgery works;
- Provision/maintenance of winter salt supplies.

Optional Tasks

- Planting of new and replacement shrubs, hedges, bulbs and the like;
- Design, planning, establishment and maintenance of bedding schemes as may be requested by the Contract Administrator;
- Design, planning, construction and maintenance of any landscape features as may be requested by the Contract Administrator;
- Major tree surgery works;
- Grounds maintenance to void properties;

These tasks are more fully defined in the following sections.

- b. **Core Tasks** are those tasks that are required to be carried out at each development or location in accordance with the specification and in respect of which the Contractor has tendered his annual sum.

- c. **Optional Tasks** are those tasks that may be required to be carried out at any development or location on the specific instruction of the Contract Administrator, as priced through the Schedule of Rates (SOR) or priced on request by the Contract Administrator.

3.0 Access

- a. Access to some parts of developments or locations may be restrictive as to the size of vehicle or machine that can be used and to some areas, access is via locked gates. Operations may also be restricted due to the presence of fencing, railings, walls, street furniture and other obstacles. It is the responsibility of the Contractor to acquaint himself with the access and means of operations to each and any other problems affecting access relating to all locations.
- b. The contractor shall avoid, where possible, vehicle encroachment onto grass and other areas, except where this is absolutely necessary for effective performance of the contract. In any event, the Contractor shall not encroach onto such areas during excessively wet ground conditions.

Any damage caused due to encroachment onto grass and other areas by the Contractor's plant or vehicles shall be made good at the Contractor's expense and within the timescale specified by the Contract Administrator.

The Contractor's tender shall be deemed to include for any and all extra costs that may be incurred in respect of carrying out work that may be required to slopes, banks, restricted access and raised areas and the like.

4.0 Prevention of Pollution

- a. The Contractor shall take all reasonable precautions to prevent the pollution of the atmosphere, waterways, urban areas etc., by the discharge or deposit of liquids, solids or gases and will be held responsible for any damage caused by such discharge or deposit. The cost of rendering harmless or removing the discharge or deposit will be borne by the contractor.

5.0 Trees and Shrubs

- a. The Contractor shall replace any trees or shrubs damaged through his negligence or removed without prior approval with trees or shrubs of similar maturity and character, to the full satisfaction of the Contract Administrator and at full expense of the Contractor.

6.0 Existing Grass Areas

- a. The Contractor shall make good any damage caused to existing grass areas at any development or location as a result of the Contractor's operations. The reinstatement of the grass shall be to the satisfaction of the Contract Administrator and entirely at the Contractor's expense. This includes any damage caused by cutting with inappropriate machinery or at an inappropriate time and any damage caused by herbicides.

7.0 Existing Features

- a. The Contractor shall protect existing buildings, fences, gates, walls and other features. Any damage caused to existing features by the Contractor's negligence will be fully reinstated to the Contract Administrator's satisfaction at the Contractor's expense. Without prejudice to the terms of the Conditions of Contract, the Contract Administrator may instruct another contractor to remedy such damage at the Contractor's expense should the Contractor fail to reinstate within the timescale specified or if such reinstatement is at the Contract Administrator's option required to be carried out by another contractor.

8.0 Minor Vandalism

- a. The Contractor shall report immediately to the Contract Administrator any vandalism or other damage caused to any grassed area, plants, horticultural feature at any of the developments or locations for which he is responsible and take all reasonable steps to remedy the situation as part of his normal work. All damage should be reported in writing even if operations are not being delayed.

9.0 Exceptional Vandalism

- a. In the case of extensive damage to any area resulting from crowds, demonstrators, exceptional vandalism, vagrants, etc. the Contractor shall immediately inform the Contract Administrator. Alternatively, the Contractor may be instructed by the Contract Administrator to make a special visit to the scheme to inspect the damaged areas.
- b. The Contractor is required to provide the Contract Administrator in writing with a detailed estimate of the work required to repair the damage within 24 hours. If in the Contract Administrator's opinion, the damage is considered exceptional, he may authorise any remedial work to be completed as soon as possible with all costs incurred being paid to the Contractor in accordance with the provisions in the Contract.
- c. For the avoidance of doubt the Contract Administrator shall exercise all matters referred to in this paragraph at his absolute discretion.

10.0 Removal of Litter, Rubbish etc (prior to commencing Core Tasks)

- a. Notwithstanding the provisions in the Contract for the regular cleaning of grounds, the Contractor shall prior to commencing any operation on a landscape feature collect all litter, debris, rubbish and other deleterious matter from the landscape feature. Litter, debris and rubbish shall be collected and secured within bags and disposed of by the Contractor, off site, in an approved manner. The Contractor shall, irrespective of whether any work is to be carried out to any landscape feature at the time of the visit, remove from the development or location, all rubbish, litter and leaves both as is accumulates from time to time and at the completion of every visit. This includes all cuttings, trimmings and pruning arising from work operations, edging and leaf clearance operations and all other debris or litter.

11.0 Disposal of Waste

- a. The contractor shall make arrangements to separate all waste matter into different types and arrange for its disposal as detailed below and pay all costs and fees in connection with such disposal. The Contractor shall comply with all legal requirements for transport and disposal of waste. No burning, burying or composting of waste is permitted at any development or location.

- b. The Contractor shall take all reasonable precautions to prevent any arisings of whatsoever nature from the Contract being dumped on any area other than licensed tipping/disposal areas.

12.0 Green Waste

- a. Green Waste comprises all matter of a plant origin arising from the works such as grass cuttings, trimmings, pruning, leaves, flowers, seeds, pods and twigs.
- b. All Green Waste shall be disposed of by the Contractor in accordance with the Contractor's Green Waste Disposal Plan.

13.0 Hazardous Waste

- a. Hazardous Waste comprises any item which is likely to create a health or safety hazard, including, but not limited to faeces, hypodermic syringes and broken glass.
- b. Hypodermic syringes and other 'sharps' shall be carefully placed in approved sharps containers and disposed of separately in a manner approved by the Contract Administrator. The Contractor's Health and Safety Policy Statement must include a specific Code of Practice for the collection and disposal of sharps.
- c. Other hazardous waste shall be disposed of in a manner least likely to cause harm to human health. Any particularly hazardous waste should be reported immediately to the Contract Administrator and dealt with according to the Contract Administrator's instructions.

14.0 General Waste

- a. All waste that is neither Green Waste or Hazardous Waste shall be deemed General Waste and shall be taken only to a recognised, licensed and approved tip and the Contractor shall include in his rates and charges for all fees and costs in connection herewith. Proof of licence must be forwarded to the Contract Administrator.

15.0 Application of Pesticides (General Conditions)

- a. In relation to this Contract the term pesticides covers all herbicides, insecticides, wormicides, algaecides, fumigants, preservatives and similar products.
- b. Only chemicals approved under the Control of Pesticide Regulations 1986 (including amendments) shall be used by the Contractor and all pesticides including their use on the Contract must have the approval of the Contract Administrator prior to application. Pesticides shall be used only for those purposes as stated on the label. Data sheets (digital format only) must be supplied to the Contract Administrator prior to application. Completed application (digital format only) sheets are to be forwarded to the Contract Administrator after application
- c. All personnel applying pesticides must have PA1 and PA6 certificates of competence (or equivalent) or be under the direct and close control of personnel possessing such certificates as laid out in the Control of Pesticides Regulations 1986, of the Food and Environment Protection Act 1985. IN RELATION TO THIS CONTRACT ONLY THOSE PERSONNEL WITH CERTIFICATES WILL BE ALLOWED TO MIX AND APPLY PESTICIDES. The Contractor, at the start of the contract must make available to the Contract Administrator for inspection the original certificates of competence.
- d. All pesticides are to be mixed, stored and applied in strict accordance with the manufacturer's instructions and the Control of Pesticides Regulations 1986, and the Food and Environment Protection Act 1985. The Contractor shall provide and make available for inspection containers for measuring quantities of herbicides. Spray equipment shall be fitted with an approved effective guard to prevent drift onto neighbouring plants, a pressure regulating device and an approved spray nozzle of

the poli-jet type as recommended by the manufacturer. Equipment shall be free of leaks, and shall be cleaned thoroughly before and after use. Whenever possible on this Contract the Contractor shall use Controlled Droplet Applicators (CDA's) for the application of pesticides.

- e. The application of herbicides by Knapsack sprayer should be carried out in accordance with the provisions laid down by the Health and Safety Executive.
- f. When at a development or location and in transit the Contractor must ensure that all chemicals are stored properly in accordance with the above legislation in a lockable container which will contain liquid and gaseous leakages. Chemicals must not be stored in vehicles used as mess facilities.
- g. The Contract Administrator is to be given 24 hours' notice [or such other period as the Contract Administrator may reasonably determine] of the Contractor's intention to commence any pesticide application that may be permitted by the Contract Administrator and any application will only take place in suitable weather conditions. No pesticides will be applied in periods of drought, wet or windy conditions or conditions encouraging spray drift or vapourisation, or periods of frost or on waterlogged ground.
- h. The Contract Administrator will suspend site operations should the Contractor fail to comply with any of the safety regulations, procedures or restrictions of this specification and the Contract Administrator may also issue a Warning Notice.
- i. The Contractor has full responsibility for any damage caused by the misapplication of pesticides and any such damage will be fully reinstated or replaced to the complete satisfaction of the Contract Administrator and at the Contractor's expense.
- j. Signs to warn the public of pesticide operations will be as required by the 'HSE Code of Practice for using Plant Protection Products 2013', and the 'Food and Environment Protection Act, 1985'. The Contract Administrator will approve the signs and their general positions prior to spraying, if signage is required.
- k. The Contractor shall not apply pesticides without submitting a programme of pesticide application one month in advance to the Contract Administrator for his approval. The programme must specify the areas to be sprayed, name and application rates of chemical, recommended times of application both from horticultural and Health and Safety points of view and method of application. The Contract Administrator approval in writing must be given before any pesticide is used.
- l. The Contract Administrator must approve all chemicals used and discussions between the Contract Administrator and Contractor on pesticide programmes, particularly those for hard surfaces, may result in the need to obtain SEPA clearance prior to any use.
- m. Protective Clothing and Equipment - Unless otherwise directed by legislation or the Contract Administrator the Contractor shall provide the following minimum safety equipment for use by his operatives at all times when mixing or applying pesticides:
 -
 - Goggles/Eye shield – except when applying granular herbicides.
 - Approved coveralls – for mixing as laid down by the Control of Pesticides Regulations 1986.
 - Respirator Mask – with correct filter and regularly changed as per manufacturer's recommendations, except with granular herbicides.
 - Rubber boots, Rubber Gloves.

The Contract Administrator will immediately suspend all pesticide application operations if the Contractor's operatives are not wearing the appropriate protective

clothing and/or if an item of the above equipment has not been brought to site and the Contractor may be given a Warning Notice

- n. Application of Granular Herbicides - The Contractor shall when using, if approved by the Contract Administrator and if appropriate to the area, 'Cyclone' chest mounted spreaders for applying granular herbicides e.g. 'Chikara', take great caution to ensure the chemical is applied evenly at the recommended rate and no 'spin' onto adjacent areas occur. When planting belts about grass, a 'shaker' must be used on the edge of the planting belt, rather than a 'Cyclone' Spreader to reduce the chance of 'drift'. To avoid damage to plants and adjacent grass, the chemical must not be applied in windy or frosty conditions or following rainfall or other conditions rendering the trees and shrubs moist. Any moisture on trees and shrubs will lead to herbicide granules lodging/sticking and detrimental effects. Trees and shrubs should be 'brushed against' following application to ensure any granules are dislodged.
- o. The Contractor shall be required to carry out remedial work to those areas to which 'Chikara' has been misapplied at his own cost, using methods to be approved by the Contract Administrator. 'Chikara' is not allowed where herbaceous perennials or annual/biannual plants are evident.

16.0 British Standards and European Equivalent

- a. Except where hereinafter specified to the contrary, all materials to be used under the Contract are to comply with the latest British Standard Specification or equivalent national standard of another Member State of the European Community or international standard, recognised in another Member State of the European Community. In either of the latter two alternatives, the Contractor is required to furnish the Contract Administrator with supporting documentation to prove that the materials offer guarantees of safety, standards of reliability and fitness for purpose equivalent to or in excess of the relevant British Standard Specification.
- b. In the event of the Contract Administrator (whose decision shall be final) not being satisfied that the materials proposed meet the required standard, the Contractor shall comply with the latest British Standard Specification and no claim for additional costs incurred with such compliance will be entertained.
- c. Except where hereinafter specified to the contrary all workmanship is to comply with the latest BS or EN Code of Practice.

17.0 Provision of Samples

- a. The provision of samples [as may be requested by the Contract Administrator] e.g., topsoil's, turf, fertiliser, plants etc. for the approval of the Contract Administrator is deemed to be included in the Contractor's rates and prices. Any sample that is supplied and rejected or supplied and not used will be removed by the Contractor at his cost, if so directed by the Contract Administrator. The Employer will not accept any claim from the Contractor for the supply and, if necessary, removal of samples to and from any developments.
- b. All samples are to be retained on Site by the Contract Administrator to be used as a "yardstick" to check the quality of subsequent materials and supplies. All materials to be used on the Contract must have the Contract Administrators prior approval and the Contractor shall give the Contract Administrator a minimum 24 hours' notice of any new material he wishes to have approved.

18.0 Inclement Weather

- a. The Contractor shall perform the Works in accordance with the Open Space Maintenance Specification and in accordance with the Programme of Works

regardless of the weather or climatic conditions. In exceptionally adverse weather conditions, the Contractor may seek the Contract Administrator's approval to suspend all or any part of the Services for the period during which the adverse weather conditions continue. The Contract Administrator acting reasonably and without undue delay, may give such approval. For the avoidance of doubt, if such approval is given, the Contractor shall not be considered to be in default for failure to comply with appropriate quality and specification standards if there is a diminution of the required standards during this period.

- b. The Contractor Administrator shall specify, when giving approval, a reasonable period the [Restoration Period] after the cessation of the adverse weather conditions, in which the Contractor must restore all affected development and locations to the required standards and the Contractor must comply with this Restoration Period and shall do so at its own expense.

19.0 Defective Plant Materials and defects Liability Period

- a. All shrubs, transplants, whips and hedging plants shall be guaranteed for a period against death, deformation, dieback or disease other than that caused by malicious damage. The defects period shall cover the growing season following planting, plus a show of leaf at the beginning of the second season. It is the Contractor's responsibility to notify the Contract Administrator in writing if a bed requires watering.
- b. All grass seeding or turfing works shall be guaranteed for a period against death, dieback or unsatisfactory germination or development. The defects period shall cover a period of 3 months after (or following season if required) from seeding or turfing. It is the Contractor's responsibility to notify the Contract Administrator in writing if a newly created grassed area requires watering and for them to ensure adequate actions are taken to resolve.
- c. The Contractor shall replace any defective plant or grass/turf material with material of the same size, specification and species as that originally planted to the full satisfaction of the Contract Administrator. Any such replacements, including planting, will be entirely at the Contractor's expense.

20.0 Standards

- a. In the sections which follow, the Contractor should note that standards are minimum standards. The Contractor must ensure he carries out each part of the Work in such a manner and as frequently as required to achieve the Contract Standard.
- b. Powered leaf clearing and leaf blowing equipment may be used subject to their being used in accordance with the provisions of the Contract. Powered leaf blowers shall normally only be used where leaf fall is excessive and shall not be used to blow or collect small numbers of leaves where other methods can be used.
- c. Heaps of leaves shall be cleared on the same day that they are collected and not left on Site. Where leaves are bagged, these shall be stacked neatly in a position to be agreed with the Contract Administrator until removed. A reasonable amount of leaf litter can be accommodated as a natural mulch on shrub beds however this is to be the exception and not the norm.
- d. Blossom fall, pods, seeds etc. are to be cleared in the same way as leaves. It should be noted that because of the disease, Anthracnose, of London Plane trees leaf fall is heavy from June throughout the summer in many locations where mature Plane trees grow.

- e. The Contractor will be responsible for clearing any debris (less than 2m long/75mm diameter) or twigs that have fallen from trees onto any areas following gales and storms.
- f. The Contractor shall ensure at all times that all shrubs and hedges are kept so that they do not create nuisance nor a danger to person or traffic at footpaths, verges, hard standings and roadways and in front of windows and street signs and do not obstruct street lights, road signs etc., and shall undertake all shoot and branch removal to maintain this situation. The cost of carrying this out will not be paid for separately, but shall be included in the Contractor's tender whether it is actually carried out along with other work or involves a separate visit.

21.0 Advice

- a. The contractor may be required to provide general advice to the Contract Administrator and also residents/resident groups on horticultural matters e.g. drawing their attention to plants which are diseased or require removal due to old age and suggesting appropriate replacement plants together with general advice and 'hints' on horticultural maintenance. The provision of such advice by the Contractor shall be included by the Contractor in his tender.

TASKS

22.0 Grass Cutting

- a. The quality of finish of the grass area is to be of a high standard and the Contractor is expected to maintain the contract standard for grass maintenance as defined below throughout the Contract Period.

Standard

- b. The maximum height allowed prior to cutting is 65 mm and the maximum height allowed after cutting is 25mm. **Unless otherwise agreed, the grass shall be cut every 10 working days, equating to once every two weeks from mid-March to mid-November.**
- c. All litter including stones, paper, tins, bottles, other debris and the like and heavy falls of leaves shall be collected and removed prior to cutting.
- d. All grass shall be cut evenly and cleanly without damage to the existing surface and edges.
- e. All grass shall normally be mown in parallel straight lines so that lawns are left with a neat and tidy appearance. A high visual standard is required.
- f. Mowing speed and cutting height is to be controlled so there is no skidding, "balding" or the effects of fast turns and no compaction of areas of fine turf after rain.
- g. Use of 'mulch mowers' is encouraged, providing that the cutting blades are sharpened on a regular basis. However, early in the season or in periods of vigorous grass growth, the contract administrator may require all arisings to be boxed off whatever type of mower is used and arisings shall be removed from site. The contractor will be deemed to have included the cost of this eventuality in his price.
- h. No damage to plants in surrounding areas and grass clippings are not to land on surrounding areas. Any grass clippings or other arisings are to be removed from paved areas, car parks, drives, mowing margins, channels and the like by a method approved by the Contract Administrator.
Bulbs are not to be mown over until sufficient time has passed for leaf growth to die.

- i. No margins/edges or areas adjacent to obstacles are to be left unmown. Where a channel does not exist and grass extends up to the obstruction the Contractor shall control growth by hand or mechanical means approved by the Contract Administrator.
The Contractor shall maintain a clean edge to all existing grassed edges where they meet a shrub bed.
- j. At each mowing visit the Contractor shall ensure that tree bases and other obstacles are clean, tidy and weed free.
- k. At the Contract Administrator's sole option, there may be areas at developments which can be designated 'low maintenance' at which grass cutting can be undertaken on a 'cut and drop' basis rather than 'cut and collect' including areas that can only be accessed and cut via strimmer's. In respect of any such areas the Contract Administrator shall agree with the Contractor the extent, frequency of cut and any other operational considerations including any downward adjustment to the development or locations Annual Sum.

Method

- l. As a guide mowing must be to BS7370, Part 3, Appendix A. The Contractor will whenever possible complete the mowing of one location before moving on to the next. Mowing will take place over all areas of grass at locations on the site up to paving, fencing and other boundaries or obstacles.
- m. Prior to mowing, the Contractor will remove and dispose of leaves and rubbish such as litter, stones, paper, tins, bottles, debris and twigs. If any litter left on the grass is shredded by the mower the Contractor will immediately remove the shredded material or smashed glass prior to leaving site.
- n. Subsequent mowing with alternative machinery, e.g. trimmers or hand shears, or as specified by the Contract Administrator may be necessary in order to cut the grass next to obstacles. All signs such as "Keep off the grass", "No ball games", "No cycling", shall be carefully removed (if moveable) to allow cutting and be replaced by the Contractor as work progresses.
- o. When box mowers are used, when boxes are full they shall be emptied, before they overflow into suitable sacks, and stored in places agreed with the Contract Administrator (not on grassed areas) until removed at end of visit.
- p. No flail or reciprocating knife mowers may be used. Guards and other protective devices must be fitted to all machines and remain fitted at all times and all Codes of Practice observed.
- q. Refuelling and minor servicing, e.g. blade-changing, of rotary mowers may take place only on paved areas. Only simple maintenance operations shall be carried out on Site as approved by the Contract Administrator. Refuelling must not occur on bitumen or tarmac areas. Spilled fuel oils etc. shall be cleaned up immediately with suitable solvents. The Contractor shall ensure that his staff are familiar with and adhere to the Codes of Practice relating to mowers and the safe storage and handling of petroleum/spirit, diesel oil and Standard Operating Procedures from individual makes of mowers.
- r. The grass in any areas planted with bulbs will be cut by gradually lowering the height of cut over the period of three or four cuts, the aim being to bring the area planted with bulbs back to the standard for grass height as soon as possible without impairing the visual appearance. The length of grass in these areas shall be reduced by not more than 50% at each cut. Grass and vegetation cut from these areas must be collected and removed, usually by hand rakes and brooms, using the appropriate method of disposal.

- s. The Contractor shall adapt grass cutting operations as may be necessary to suit prevailing climatic and soil conditions and the rate of grass growth in accordance with the Contract. Cutting shall be deferred whenever weather conditions are such that it is not possible to cut the grass or gain access to it without damaging the grass, the ground surface, and the contours and levels of the ground. The Contractor will agree with the Contract Administrator to revise the Programme if cutting is suspended due to inclement weather.

Programme

- t. The Contractor is to issue an indicative yearly schedule of visits for each site, providing week commencement of visit (or an equal digitally accessible schedule). This will be provided prior to any work commencing and will be made available to tenants who receive the service. Any deviations from the schedule over or above 3 days are to be notified to the Contract Administrator.
- u. The Contractor may need to undertake additional visits at certain times of the year and in response to climatic situations and the cost of any such additional visits is deemed to be included in the Contractor's tender.

Recovery Period

- v. After a Default Notice has been served, the Contractor has 5 days in which to achieve the Contract Standard. The Recovery Period after inclement weather shall be agreed with the Contract Administrator whose decision on the Recovery Period will be final.

23.0

Grass Edging

- a. The contractor shall edge off all locations so that the grass edge does not invade surrounding surfaces by more than 30mm at any time.
- b. The method of maintaining grass edges may be carried out in two ways.

Mechanical (Edging Shears/Strimmer's)

All edging shears used by the Contractor for their purpose shall be sharp and correctly set.

The use of strimmer's for the control of grass edge growth shall be acceptable in normal amenity communal areas. However, where beds or borders are of an ornamental nature i.e. herbaceous or spring/summer bedding, the contract administrator reserves the right to insist on the use of edging shears, and the contractor will have deemed to have included for such eventualities in their price.

Use of Contact Herbicide

The use of contact herbicide to control grass edge growth is not permitted, and only in exceptional cases with the written permission of the Contract Administrator.

Only when permitted as above, a contact non-residual herbicide should be used, and the selection and use of the herbicide should be in full accordance with all appropriate legislation and conditions as identified within Clause 15 of this Open Space Maintenance Specification. Where this method of control is specified the chemical should not stray on to the grass area by more than 10mm. If the chemical 'drifts' on to the grass area by more than this amount, all affected grass shall be renovated as per the Turf Maintenance Specifications (Clause 24).

- c. Once per year, all grass edges that do not abut a vertical surface shall be cut to a straight edge using an edging iron, and all arisings removed.

- d. All finished edges shall be sharp, neat, with no vegetation overhanging the finished edge and where appropriate, vertical face free from vegetation and any channels free from vegetation.
- e. All edges shall be cut to straight lines or smooth curves as appropriate. Where straight edges are required a line or other approved method shall be used. In the case of curved edges, the contractor shall follow the existing curve using methods approved by the Contractor Administrator. The Contractor shall avoid any excessive cutting back of edges.
- f. Where a finished edge abuts a hard surface, the Contractor shall ensure that no gap develops between the surface and the grass.
- g. The Contractor shall keep adjacent channels, flower beds, shrub beds, tree bases, footpaths and other paved areas, obstacles and the like clean and tidy each time edging is carried out.

Margins, Channels and Hard Surfaces

- h. The Contractor shall keep clean weed free, channels between walls, fence lines, obstacles, footpaths and paved areas, grassed areas, and the like to maintain a mowing margin where already present. The channel shall be maintained to its existing dimensions. Each time edging is carried out, litter shall be removed from all channels, fence lines, tree-bases, footpaths and paved areas, obstacles, grassed areas and the like.

Shrub Bed and Tree Bases

- i. The Contractor shall form, or reform, good edges to grassed areas where they meet a shrub bed. Where grass extends to tree base, the Contractor shall control growth by the use of means approved by the Contract Administrator. **Mechanical means will not be accepted.**

Reforming Edges

- j. If the Contractor causes damages to grass edges the said damage must be renovated within two weeks (weather conditions permitting) of the damage occurring. The reforming of edges shall be at the Contractors expense only if damage is caused by the Contractor.
- k. Where the Contractor is instructed to reform edges to grassed areas the following procedure shall apply.
 - i. The edge to be reformed shall be cut back and trimmed in accordance with the relevant provisions laid down in the preceding clauses to straight lines and smooth curves as appropriate.
 - ii. A 300mm wide strip of turf having a uniform minimum thickness 25mm shall then be cut from the edges formed in i) above for the full length of the edge to be reformed.
 - iii. This 300mm wide strip of turf shall then be moved into the new position with the reformed edge becoming the new edge to the grassed area. Any levelling required shall be carried out by packing the turf with fine sterilised soil or sharp sand.
 - iv. The gap that results from this operation shall be filled with fine sterilised top soil and seeded using the grass seed to match the existing grass sward.

Arisings

- I. All arisings from work associated with the edging shall be disposed of by the Contractor at the end of each working day to the Contractor's own off-site tip. On completion of each day's work the whole area shall be left in a clean and tidy condition to the entire satisfaction of the Contract Administrator.

**24.0 Turf Maintenance
Renovation (Optional)**

- a. Renovation means the repair of grass swards that may become damaged or worn as a result of use consistent with the purpose of the area.
- b. Renovation may be affected by cultivation and re-seeding or cultivation and re-turfing, or re-turfing alone, or over dressing with a mixture of top dressing and suitable grass seed. The method elected by the Contractor will depend on the extent of the wear and damage, the degree to which wear or damage has arisen, and the nature of the area being renovated.
- c. Grass renovation as a result of normal use consistent with the area apart from grass renovation considered under minor vandalism shall be carried out as a separate item at the Contract Administrator's instruction.
- d. The Contractor shall not be expected to renovate grass damaged before the commencement of the Contract Period unless instructed by the Contract Administrator. This shall be on the basis of a separate payment to the Contract Price. Where re-turfing or reseeded is to take place the Contractor shall select turf with the correct grass species and soil type, and seed with the correct mixture of grass species to match that surrounding the area for renovation, or if the whole area is to be renovated that which is suitable for the use of the area.

Disposal of Arisings

- e. Disposal of Arisings means the collection, removal and disposal off site of all arisings from the Contractor's Turf Maintenance Operations. The Contractor shall dispose of arisings immediately as they arise, and return the location to the Contract Standard. The Contractor shall include for all such works within his price. No extra payment will be considered.

25.0 Shrub and Herbaceous Bed Maintenance

- a. All work specified in this section shall be carried out in accordance with BS 4428, Code of Practice for General Landscape Operations.

Maintenance

- b. The contractor is made aware that many residents, particularly on sheltered housing sites, have constructed small shrub/herbaceous borders that they themselves maintain. Also, many bulbs/herbaceous plants have been planted within shrub beds to be maintained by the Contractor, and the utmost care must be taken in maintaining these beds so as not to damage/disturb any herbaceous plants.
- c. Although residents may be presently maintaining small beds within the site, the Contractor should price for maintaining all shrub/ herbaceous beds on the site, given the eventuality that many tenants move on and leave the beds/borders unattended.

Weed Control

- d. Weed control to shrub/herbaceous beds shall be carried out by two separate methods:

Hand Weeding (Herbaceous Beds)

Hand Weeding means the removal of all weed growth including roots, without the use of mechanically powered tools and without the use of chemicals.

The Contractor shall take care, to remove no more than a minimum amount of soil, during Hand Weeding operations. On completion of Hand Weeding operations, all exposed surfaces shall be returned to the Contract Standard. Where the area is mulched, any disturbed mulch shall be replaced and re-firmed to provide the specified depth of mulch material.

Care shall be taken in the use of hand operated tools so that the roots of existing plants are not severed or exposed, and / or stems, bark and foliage of existing plants are not damaged in any way.

Chemical Weed Eradication (Shrub Beds)

Chemical Weed Eradication means the destruction of weed growth by a chemical substance.

The use of chemicals for the eradication of weeds shall be in accordance with:

- Health and Safety at Work Act 1974
 - The Control of Pollution Act 1974 (including amendments)
 - The Food and Environmental Protection Act 1985
 - HSE Code of Practice for using Plant Protection Products 2013
 - Control of Substances Hazardous to Health 2005
- e. If in the opinion of the Contract Administrator, any operative is working in contravention of the above regulations, the operative shall cease working immediately upon the instruction of Contract Administrator. Work shall not resume until such time as the Contractor Administrator is satisfied, that full compliance with the regulations is effected.
- f. The Contractor shall not use any residual weed killer for the control of weed growth within the shrub areas, unless written permission has been received from the Contract Administrator. Such permission will only be given where the Contract Administrator can be certain that:
- i) The planting is long established, and;
 - ii) No recent, new or additional planting has taken place or is proposed for the area, and;
 - iii) There is no danger of a build-up of residual herbicides.

In general, therefore, the use of residual herbicides will not be allowed.

- g. On those shrub areas where chemical weed eradication is permitted. The Contractor shall in general use a contact herbicide for the control of weed growth. If the Contractor proposes to use a translocated herbicide, he shall inform the Contract Administrator and receive written authority before proceeding. The Contractor shall not use a translocated herbicide, if he has not received written authorisation, for its use on that location.
- h. The use of herbicides is not permitted on any areas that contain herbaceous planting. Hand weeding must only be used on these areas, unless written permission has been issued from the Contract Administrator.
- i. Whichever method is employed, the Contractor shall remove all individual or patches of weed growth, which are deemed visually displeasing by the Contract Administrator, by Hand Weeding.

Cultivation

- j. Unless otherwise instructed by the Contract Administrator, the Contractor shall ensure that exposed soil areas between shrubs are cultivated to a medium tilth at all times to maintain a pleasant visual effect. This shall not apply where residual herbicides have been applied, or where herbaceous perennials / bulbs are emerging.
- k. During cultivation operations the Contractor shall take care to minimise damage to existing plants, in particular bulbs and roots. After cultivation all roots of surrounding plants shall remain buried.

Mulching (Optional)

- l. On the prior instruction of the Contract Administrator a bed may be required to receive a mulch dressing or an existing mulched bed topped up with an approved mulch. This work shall be carried out in February / March.
- m. Beds that are instructed to receive mulching shall receive a mulch dressing of general-purpose bark mulch to a consolidated depth of 75mm.

Pruning

- n. The purpose of pruning is to build a strong framework keeping shrubs healthy and vigorous, maintaining the shape and balance; ensuring the maximum amount of flowering wood is produced and that the shrubs are kept so that they do not create a nuisance of danger.
- o. Pruning of individual shrubs shall be carried out in accordance with one of the following instructions and to the entire satisfaction of the Contract Administrator.
 - i) Light shaping and removal of dead and diseased wood. Shaping shall be carried out in late spring, remaining pruning to be carried out when required.
 - ii) Remove all wood that has borne flowers, retaining the young wood to ripen and produce flowers the following year. Pruning shall be carried out immediately after flowering.
 - iii) Remove completely one or two old stems, cut back younger flowering shoots to fresh growth of the main branches. Thin out crowded shoots and remove weak twigs. Pruning shall be carried out between November and March.
 - iv) In February or March cut back previous season's wood to within two or three buds of the old wood.
 - v) The Contractor shall prune climbing plants in accordance with good horticultural practice when instructed by the Contract Administrator. This may entail the provision by the Contract of specialist vehicles and / or equipment e.g., tower wagon, scaffold towers and the like.
 - vi) Prune or trim back all growth causing nuisance of interference on roads, paths buildings, street furniture and the like as instructed by the Contract Administrator.
- p. The Contractor shall note that methods of pruning differ for species and cultivars within general, and should provide advice and guidance to the Contract Administrator on such. Where shrubs have been incorrectly pruned, the Contractor shall make good and carry out remedial pruning, or replace the plant as deemed necessary.
- q. However, it should be noted that the requirements of residents may override the above instructions, as many residents prefer all shrubs to be pruned to a 'hedge like' appearance. If this method of 'keep tidy' pruning is specified by the Contract Administrator, then the contractor shall prune all shrub beds to a box shape. The

specification will be as per 'Hedge maintenance', but as a minimum will be carried out 2 times per year in Summer and Autumn.

- r. **Any shrubs that cause an obstruction to pathways, door access, light or vehicle sightlines, must be pruned to remove the said obstruction.**
- s. All dead herbaceous material, leaves, seed-heads, etc shall be cut to ground level by March the following year and all arisings removed.

Pests and Diseases

- t. The Contractor shall apply approved pesticides to shrubs to control pests and diseases when instructed by the Contract Administrator. The Contractor shall notify the Contract Administrator of any infestation of pests and diseases within one working day.

Climbing Shrubs

- u. The Contractor shall support climbing shrubs on walls using approved climbing plant support systems as approved by Contract Administrator.

Arisings

- v. All arisings from works associated with shrubs shall be disposed of by the Contractor at the end of each working day to recognised registered and licensed site of disposal. On completion of each day's work the whole area shall be left in a clean and tidy condition to the entire satisfaction of the Contract Administrator.

26.0

Hedge Maintenance

- a. Hedge maintenance means the cutting or clipping of plant material to maintain it in a recognised shape or form.
- b. The Contractor shall ensure that the current year's growth does not protrude excessively outside the desired contour of the hedge at any time.
- c. Hedge cutting shall be carried out using appropriate correctly set and sharp tools to provide a clean and even cut, with no jagged edges or split or broken stems.
- d. Hedges shall be cut back to the desired contour and shape by shortening current year's growth to give an even finish. All visible sides of the hedges shall be cut.

Weed Control

- e. Weed control shall generally be undertaken in accordance with the provisions of Clause 25 Shrub/Herbaceous Bed Maintenance.

Safety

- f. The Contractor shall ensure that machinery is fully guarded and properly maintained so as to present no danger to any person or persons in the vicinity of work.

General Maintenance

- g. All hedges shall be well-maintained and neat in appearance at all times with the hedge bases cleared and weed controlled.

Disposal of Arisings

- h. The term arisings means hedge cuttings and all other debris produced as a result of Hedge Cutting works.
- i. All arisings shall immediately be removed and disposed of off-site by the Contractor and the site returned to the Contract standard. The Contractor shall include for all such works within his price. No extra payments shall be considered.

27.0 Young Tree Maintenance

- a. In this Specification the term 'Tree' shall mean a tree of less than 5 years of age.

Repair and Adjustment of Stakes and Ties

- b. Repair and adjustment of stakes and ties means that the Contractor shall inspect and adjust the stakes and ties of all young trees to ensure that they are in an upright, stable and healthy condition at all times. Any broken or missing stakes or ties shall be replaced at the Contractor's expense, until the Contract Administrator is satisfied that the tree is sufficiently stable so as not to require any support. In general, it is believed that young trees will require adequate support for at least the first two years following planting. The Contractor shall allow in his price for the removal of stakes and ties when trees become established. No extra charge will be considered for such work.
- c. The Contractor shall ensure that tree ties are correctly adjusted at all times to allow for tree growth and stem expansion. The stem of the tree shall not be allowed to become restricted by the tie at any time.
- d. The Contractor shall prevent the stake from causing physical damage to the tree by ensuring that all ties are correctly positioned, and no greater than 50mm from the top of the stake at any time.
- e. If the stake is removed this may cause the tree to become unstable, effectively making the tree 'stake bound'. In this case, upon an instruction from the Contract Administrator, the Contractor shall reduce the length of the stake to 600mm above ground level and attach a new tie at the reduced height. This will support the tree roots whilst enabling the stem and crown to move freely, thus increasing the stem girth. After an appropriate length of time, and at the instruction of the Contract Administrator, this small stake shall then be removed by the Contractor. The Contractor should allow in his tender for all the above works.

Avoidance of Damage to Tree Bases

- f. Care must be taken at all times to avoid causing damage to tree bases through the use of mowing machines, strimmer's, etc. To this end, the bases of all trees can be kept free of vegetation for a radius of 150mm around the tree base using either hand weeding or chemical control. The use of chemicals for the eradication of weeds shall be in accordance with:

- Health and Safety at Work Act 1974
- The Control of Pollution Act 1974 (including amendments)
- The Food and Environmental Protection Act 1985
- HSE Code of Practice for using Plant Protection Products 2013
- Control of Substances Hazardous to Health 2005

If, in the opinion of the Contract Administrator, any operative is working in contravention of the above regulations, the operative shall cease working immediately upon the instruction of the Contract Administrator. Work shall not resume until such time as the Contract Administrator is satisfied that full compliance with the regulations is effected.

- g. The Contractor shall not use any residual weed killer for the control of weed growth unless written permission has been received from the Contract Administrator. Such permission will only be given where the Contract Administrator can be certain that:

- i) The planting is long established, and
- ii) No recent, new or additional planting has taken place or is proposed for the area, and
- iii) There is no danger of a build-up of residual herbicides.

In general, therefore, the use of residual herbicides will not be allowed.

- h. On those areas where chemical weed eradication is permitted, the Contractor shall, in general, use a contact herbicide for the control of weed growth. If the Contractor proposes to use a translocated herbicide, he shall inform the Contract Administrator and receive written authority before proceeding. The Contractor shall not use a translocated herbicide, if he has not received written authorisation, for its use on that location.

Pruning

- i. Pruning means the careful, selective removal of various unwanted section of the tree.
- j. Pruning shall be carried out using appropriate, correctly set and sharp tools that provide a clean cut. All cuts shall be made sloping away from an outwardly facing healthy bud. Any ragged edges of bark or wood shall be trimmed off using a sharp knife.
- k. The Contractor shall ensure that the crown of the tree is open, balanced and true to form for that variety at all times.

Feathering

- l. Feathering means the cutting back of side shoots to the main stem. All young trees shall be feathered when required except when a specific variety or cultivator requires the side shoots to remain in order to keep the tree true to type.

Treatment of Pest and Disease

- m. If the Contractor discovers an infestation of pest or disease, he must inform the Contract Administrator within 1 working day and, upon instruction from the Contract Administrator, the Contractor shall apply the appropriate control method.
- n. Any application of chemicals for the treatment of pests and / or diseases, shall be in accordance with the regulations scheduled under Clause 15 of this Open Space Maintenance Specification.

Irrigation

- o. All young trees shall be irrigated if necessary, so that the leaves are fully turgid at all times.

Disposal of Arisings

- p. All arisings from works to young trees must be disposed of off-site to a recognised place of disposal.

Semi-Mature and Mature Trees (Optional)

- q. Works to semi-mature and mature trees are to be carried out in accordance with either the Schedule of Rates, Dayworks or a separate quotation, and are not to be included in the Annual Sum in the Bill of Quantities. Work is only to be carried out following an instruction by the Contract Administrator.

- r. In this Specification, the term 'Semi Mature Tree' shall mean any tree between 5 and 25 years old. The term 'Mature Tree' shall mean any tree over 25 years old.
- s. All works to semi mature and mature trees may be carried out by a sub-contractor at the discretion of and subject to the prior approval of the Contract Administrator.

General

- t. Work specified in this section shall be carried out in accordance with BS 4428 General Landscape Operations or BS 3998 Tree Work - Recommendations and any subsequent amendments.
- u. The Contractor shall ensure that tree work is carried out by competent personnel who are registered chain saw users. During works that require an element of climbing, a ratio of one climber per groundsmen shall not be exceeded. At no time shall this tree work be carried out by an operative alone. Unless previously agreed with the Contract Administrator, the use of climbing irons shall not be permitted when climbing trees.
- v. Tree works shall not be undertaken before 0800 hrs or after 1800 hrs Monday to Friday, or before 0900 hrs or after 1300 hrs on Saturdays. Work shall not be undertaken on Sundays or Public Holidays or outside specified hours unless being carried out on an emergency basis under instruction from the Contract Administrator.
- w. Major tree works affecting highways including felling, main branch pruning and the like shall be carried out on Sunday between 0900 hrs and 1300 hrs unless otherwise instructed by the Contract Administrator.
- x. Unless otherwise stated, for the purpose of categorising tree sizes, the measurement shall be taken in millimetres diameter at 1.5m from ground.

Suspected Decay and Possible Danger

- y. Whilst the Contractor is carrying out maintenance operations, any substantial pockets of decay or suspected unsoundness observed in any tree shall be notified to the Contract Administrator together with recommendations for any corrective action.

Safety

- z. Where chainsaws are being used, the Contractor shall provide the following minimum Personal Protective Equipment for the use by the operator(s).
 - Safety boots (to BS EN ISO 17249)
 - Leg Protection (to BS EN381-5)
 - Chainsaw mitts or gloves (chainsaw resistant material guarding the back of the left hand – to BS EN 381-7)
 - Safety helmet (to BS EN 397)
 - Eye Protection (mesh visors to BS EN 1731 or safety glasses to BS EN 166)
 - Ear defenders (to BS EN 352-1)
 - Chainsaw jackets to BS EN 381-11
- aa. Chainsaws must be used and maintained in accordance with the Chainsaw Safety Leaflet (No INDG317 rev 2, 2013) 'Chainsaws at Work' produced by the Health and Safety Executive.
- bb. Tree felling, thinning, coppicing and scrub clearance works are to be carried out in accordance with guidance produced by the Health and Safety Executive.

Pruning

- cc. Tree pruning shall be carried out by the Contractor on the instruction of the Contract Administrator.

Pruning Operations

Crown Lifting

- dd. Crown lifting increases the distance between the ground and the lowest parts of the canopy, usually to give vehicular or pedestrian clearance. This shall be achieved by the entire removal of all branches to a specified height, generally 2.4 metres over footways and 5 metres over carriageways.

Crown Thinning

- ee. Crown thinning reduces the density of the crown by a specified percentage through the removal of whole or sub branches throughout the entire crown including the extremities.

Crown Reduction

- ff. Crown reduction reduces the overall height and width of the tree crown by a specified percentage by the shortening back of branches to a secondary or lateral branch. In undertaking crown reductions of 10 - 40% a natural crown appearance shall be achieved. In the case of reductions over 40% up to pollarding it is appreciated that a natural form becomes progressively harder to achieve. However, the Contractor shall endeavour to retain the crown in a natural form.

Re-Pollarding

- gg. Pollarding reduces the tree crown to a minimum by cutting back all branches and part of the stem where necessary. Some branch stumps shall be left to a suitable length to encourage vigorous future growth.
- hh. All formative and corrective pruning operations shall only take place after close liaison between the Contractor and Contract Administrator.

Removal of Dead wood

- ii. The removal of dead wood shall include removal of dead branches and removal of broken branches, snags and diseased or malformed branches (e.g., witches' broom disease).

Felling

- jj. Tree felling shall consist of the entire removal of the tree. If the stump is being removed immediately following felling, then the tree may be cut to ground level. If a delay between felling and stump removal occurs, the stump shall remain at a height of 1 metre. The Contractor shall follow the Contract Administrators instructions on all felling orders regarding stump treatment.

For the avoidance of doubt not all stumps will be ground out, but will be assessed according to site conditions.

Reinstatement

Soft Areas

- kk. Following stump removal from beds, lawns, etc, the Contractor shall reinstate the area prior to leaving the site. The stump hole shall be backfilled with top soil and consolidated as this work proceeds and reinstatement of the surface shall be in

accordance with the requirements of the Contract Administrator. The Contractor shall make good any subsidence occurring within a period of 12 months following stump removal.

Hard Areas

- ii. Following stump removal, the Contractor shall reinstate hard areas with hard core and chippings, match the existing surface in material and finish and level off. All excess material shall be removed from site to the Contractor's own off-site tip.

Treatment of Stumps and Roots

- mm. Treatment of stumps and roots shall ensure that the root system dies and no shoot or sucker growth appears after the chemical has been applied.

Certain species of tree, e.g., Acer Cappodocium Populus Canescens, shall be treated prior to felling in order to ensure a thorough distribution of herbicide and prevent widespread suckering. This shall be undertaken between February and August and at least two months prior to felling

Pre-felling herbicide shall be applied through slits or holes cut into the sapwood up to 1 metre above the ground, in spiral arrangement, without making the tree unstable, and at 45 degrees to the ground to prevent run out.

Post-fell herbicide shall be applied through slits or holes cut into the sapwood round the full circumference of the stump. Only approved chemicals shall be used to kill stumps. No transfer of herbicide shall take place through common root systems, root grafts or by any other means to adjacent tree or plants. Herbicides shall be applied according to manufacturer's instructions and the slits and holes plugged with clay or similar substance, all to the approval of the Contract Administrator.

Site Safety

- nn. The Contractor shall supply and erect all necessary warning and direction notices, cones, barriers and tapes in order to exclude members of the public from the working zone. The working zone shall be appropriate to ensure that the tree and all equipment used remain within it.
- oo. Where works are being carried out on the public highway, the Contractor shall make arrangements, as may be necessary, with the Police, and ensure that requirements of the 'Traffic Signs Regulations and General Conditions 1981' and subsequent amendments, are adhered to, along with the requirements of Chapter 8 of the 'Traffic Signs Manual' and subsequent amendments.

Arisings

- pp. All arisings from works associated with arboriculture shall be disposed of by the Contractor at the end of each working day to the Contractor's own off-site tip. On completion of each day's work the whole area shall be left in a clean and tidy condition to the entire satisfaction of the Contract Administrator.

28.0 Cleaning of Grounds

General

- a. Cleaning of grounds applies to a variety of different types of locations and, for operational purposes, the Contractor may choose to undertake cleaning of grounds as an operation in its own right, or he may choose to undertake cleaning

concurrently with another operation. In general, the Contractor shall decide which arrangement best suits his operation.

The exception to this condition shall be the cleaning up and disposal of arisings which result from the Contractors operations, and such cleaning shall always be performed as an integral part of the main operation on those locations where such cleaning is required.

Method

- b. The Contractor shall decide which method shall be employed to clean locations which have a grass surface or hard landscaped surface, and in both types of area mechanical cleaners may be used, provided that and machinery employed does not cause damage to the surface of any location.

Locations that are planted shall be cleaned without the use of power machinery.

Initial Site Cleaning

- c. At the earliest opportunity after the commencement of the contract, the contract is to carry out a separate initial inspection and complete cleansing of the entire site (Initial Site Cleaning), which is to include the removal of all fly tipped material present at that time, the sweeping of all unadopted paved areas, the cleansing of gullies and grids in unadopted roads and footpaths and the emptying of litter bins (where provided).

Fly Tipping (Optional)

- d. Fly tipped material is defined as any material or object of such weight or proportion that it cannot be enclosed in a normal garbage bag or reasonably carried by one operative on a cleansing operation.
- e. Fly tipped material shall be removed on the instruction of the Contract Administrator and charged in accordance with the Schedule of Rates, such rates to include for tipping at a recognised place of disposal. All receipts for tipping must be made available for inspection by the Contract Administrator.
- f. Fly tipped material must be removed within 8 working hours of an instruction being given.

Regular Site Cleaning

- g. This means the collection, removal and disposal off site of debris of all kinds, with the exception of fly tipped material, and shall include paper, card, plastic based objects, metal-based objects and other foreign matter whether lying individually or in groups or in a container or enclosure.
- h. Contractors should include within their price for regular site cleaning of all grass areas, shrub beds and unadopted hard surfaces every two weeks during the contract period during 1 April to 30 September and every 4 weeks during the period 1 October to 31 March.
- i. On request of the Contract Administrator, contractors may be instructed to remove heavy accumulations of litter that arise between regular site cleaning frequencies, and that are not classified as fly tipping. The response time to such cleaning shall be set by the Contract Administrator.

Weed Control on Hard Surfaces

- j. The Contractor shall control all weeds on all unadopted hard surfaces. In this context, weed means any plant, moss, algae or fungus. Hard surfaces will include, interalia: areas of concrete, tarmacadam, paving, paviments, gravel, stone, shale, brick, cobbles and setts, whether arranged as pathways, steps, recreational surfaces such as hard surfaced tennis courts, and open areas of hard surface. On occasions, hard surfaces to be treated may be sloping or undulation, for example as hard surfaced embankment, but the work does not include clearing weed from vertical surfaces such as walls.

The Contractor is made aware that moss infestation on communal hard surfaces, particularly in the winter months and in shaded areas, is very prevalent on many sites. The Contractor will proactively control such moss growth at all times by either chemical or hand/machine brushing, or a combination of both, and shall have deemed to include this task within their price. A record of all such treatments must be retained by the Contractor and be produced at the request of the Contract Administrator.

- k. In controlling all weeds as defined in 29 (j), the Contractor shall also ensure that all dead/dying weeds are physically removed from site together with all plant, moss, algae or fungus.
- l. In general, the Contractor shall choose the method for weed control on hard surface areas. Where chemical weed control is employed, the Contractor shall visit the site to treat the areas as often as is necessary to ensure effective weed control and the use of chemicals shall be in accordance with:
- Health and Safety at Work Act 1974
 - The Control of Pollution Act 1974 (including amendments)
 - The Food and Environmental Protection Act 1985
 - HSE Code of Practice for using Plant Protection Products 2013
 - Control of Substances Hazardous to Health 2005

He shall also ensure that there is no potential for weed killer residue to come into contact with exposed skin of persons or animals. It will not normally be possible for the Contract Administrator to ensure that the public and animals are excluded from areas treated with weed killer and should the Contractor wish to arrange for temporary exclusion of the public and animals from a treated area, he shall first seek the permission of the Contract Administrator to effect such exclusion. Before permission is given, the Contract Administrator will need to be satisfied that:

- i) The timing of the proposed operation will cause the minimum of inconvenience to ground users.
- ii) The extent of the exclusion zone is reasonable and that satisfactory arrangements exist for alternative public areas.
- iii) The Contractor's proposals for temporary fencing and / or barriers and / or marshals are satisfactory.

If, in the opinion of the Contract Administrator, any operative is working in contravention of the above regulations, the operative shall cease working immediately, upon the instruction of the Contract Administrator. Work shall not resume until such time as the Contract Administrator is satisfied that full compliance with the regulations is effected.

- m. The Contractor shall be held liable for any and all damage to property and / or injury, illness, discomfort to persons or animals arising as a result of his action or inaction in respect of the use of chemical weed control on hard surface areas.
- n. Where such damage results in the death or ill health of plant material, he shall replace all areas of contaminated soil with fresh soil and replant or re-turf at his own expense to the satisfaction of the Contract Administrator.

Clear Leaves

- o. This means the collection, removal and disposal off site of leaves that have become detached from the plant on which they were originally growing.
- p. The Contractor shall clear leaves from grassed areas, hard standing areas and planted areas so that, during the period commencing from initial leaf fall (and no later than 1 November) to 31 March in any year, no leaves remain on the surface of the location for longer than 4 weeks.
The Contract Administrator may permit specified amounts of leaf litter to naturally decompose on site within shrub beds on an agreed site by site basis. In heavily naturalised areas the Contract Administrator will permit leaf litter to lie until natural decomposition has taken effect. For guidance on such area please contact the Contract Administrator.
- q. Any unusually heavy leaf fall, which shall be judged so at the entire discretion of the Contract Administrator, and arising at any other time within the year, shall be cleaned at the discretion of the Contract Administrator.

Inspection of Paths

- r. The Contractor shall inspect all paths/hard standing and external areas generally to the scheme at every visit, and promptly report any defects or obvious trip hazards that may arise. All such reports should be submitted in writing to the Contract Administrator and continue to be submitted until the defect etc has been rectified or so instructed by the Contract Administrator that reporting of a particular item can be discontinued.

Winter Gritting and Snow Clearance of Pathways (Optional)

- s. Ochil View's Policy is the provision only of bins and rock salt/prilled urea. The responsibility for applying salt (or other products) lies solely with tenants. However, the Contractor is made aware that they must have the facility to deliver and/or spread rock salt/prilled urea to specified external access paths and steps within the communal grounds upon the instruction of the Contract Administrator or a nominated representative, in sufficient quantities to nullify any potential slipping hazard. Any request for this shall be made by the Contract Administrator and will be at additional cost to the contract
- t. The Contractor shall supply and maintain all the bins provided by the Association at each development or location throughout the winter period using only approved rock salt or prilled urea. The cost of this should be included in the Contractors Annual Sum.

29.0 Frequency Schedule

- a. The contract specifications are a mix of frequency (i.e. grass cutting) and performance, (i.e. hedge trimming) dependant on the task. In the event of any conflict between the following Frequency Schedule and the individual Open Space Maintenance Specification clauses then the provisions in the Open Space

Maintenance Specification clauses shall, unless so directed by the Contract Administrator, take precedence.

However, as many residents wish to know how often attendance shall be, the following frequencies shall be approximate:

Summer Months (April to October)

Task Frequency

Grass Cutting - Every 10 working days, except in very inclement weather conditions.

Grass Edging - Every 10 working days plus annual edge reforming (not including naturalised areas).

Shrub Pruning - Once or twice per year, depending on species.

Weed Control - As required, generally every visit.

Hedge Trimming - From 2 times per year but up to 4 times per year (depending on species size and location).

Litter Picking - Every 10 working days

Winter Months (November to March)

Grass Cutting - Once per month in November and March (if required)

Leaf Collection - Every four weeks until clear (with exception of naturalised areas)

Litter picking - Once per month

Shrub pruning - As required

The Contractor must be able to produce evidence of each attendance to carry out the Open Space Maintenance Specification and tasks therein. This must be in photographic form and provided electronically to the Contract Administrator within 48 hours of each visit to a development or location.

30.0

Void Properties

- a. The Contractor may be required to carry out certain site clearance/grounds maintenance tasks to Void properties on the specific instruction of the Contract Administrator.
- b. As such work is to be on an 'on demand' basis, no guarantees can be provided as to the volume of such work in any particular area or within any particular location.
- c. The Contractor's tendered prices for this work shall therefore be deemed to apply irrespective of the volume, item mix or location that may be required.

Void Property Tasks Relative to Rates Requested on the Schedule of Rates (SOR)

Garden: Clear Debris

Garden: Clear away all litter and rubbish including scrap metal, timber, broken glass, garden debris, fallen leaves, dumped materials and stones, load up and remove from site to an approved tip.

Garden: Clear Exceptional Debris

Garden: Clear up exceptionally littered overgrown garden, litter, rubbish, scrap metal, timber, broken glass, garden debris, fallen leaves, fly tipping, building debris, and remove to an approved tip.

Garden: Cut Grass Not exceeding 100mm High

Garden: Litter pick including removal of minor objects and cut grass (not exceeding 100mm high and including fence line) with rotary or cylinder mower including bag up cut grass and remove.

Garden: Cut Grass Over 100mm High

Garden: Litter pick including removal of minor objects and cut grass (over 100mm high and including fence line) with rotary or cylinder mower including bag up cut grass and remove.

Shed: Clear Debris

Shed: Clear out, and remove all contents to an approved tip and make ready for new tenant.

Dwelling or Garden: Provide Skip for Rubbish

Dwelling or Garden: Provide skip or equivalent for removal of excessive domestic rubbish, furniture, carpets etc, to tip including costs of landfill tax.

Garden or Communal Area: Labour Skip Rubbish

Garden or Communal Area: Provide labour, skip or equivalent to remove from communal areas, fly tipping, environmentally unsound material, etc., to tip, landfill tax, wash, disinfect (per skip).

Garden or Communal Area: Labour Mini-Skip Rubbish

Garden or Communal Area: Provide labour, mini-skip or equivalent to remove from communal areas, fly tipping, environmentally unsound material, etc., to tip, landfill tax, wash, disinfect (per skip)

Turf: Renew

Turf: Lift existing mown turf, make good existing area with top soil, removal of spoil to tip including landfill tax, lay new "Standard" quality turves, with broken joints to it's neighbour, roll and brush-in sandy compost.

Turf: Clear Bonfire; Lay New Turf

Turf: Clear bonfire areas of all debris including metal, timber, broken glass and rubbish, also all unburnt material scattered over adjacent areas, sweep up ashes and the like, removal of debris to tip, dig out area of grass affected, lay new turves.

Shrub: Prune

Shrub: Prune any variety of shrub, by hand or using power hedge trimmer including raking up cuttings and removal of debris to tip including landfill tax.

Shrub: Dig Out Overgrown

Shrub: Dig out any size of overgrown shrub including roots, including levelling ground and remove all old shrub material to tip including landfill tax.

Hedges: Cut Overgrown

Hedges: Cut back and neatly trim top and sides of overgrown hedge and remove all clippings from site to tip including landfill tax.

Tree: Cut Down Girth Up To 450mm

Trees: Cut down existing trees of girth up to 450mm, dig out or stump grind out the stump and roots and dispose of whole tree to tip including landfill tax; fill the resultant hole with approved material.

Tree: Dig Out Seedling Up To 150mm Girth

Trees: Dig out seedling trees up to 150mm girth including roots, including levelling ground and remove all debris off site to tip including landfill tax.

31.0 Bulk Rubbish Removal Including Fly Tipping (Optional)

- a. The Contractor may be required to carry out the removal of Bulk Rubbish including Fly Tipping in respect of general rubbish and environmental waste.
- b. As such work is to be on an 'on demand' basis, no guarantees can be provided as to the volume of such work in any particular area or within any particular location.
- c. The Contractor's tendered prices for this work shall therefore be deemed to apply irrespective of the volume, item mix or location that may be required and are to be fully inclusive of all labour for collection/loading, transport costs and costs for disposal including landfill tax.

Bulk Rubbish and Fly Tipping Tasks

Communal Waste: General Rubbish

Collect, load, transport and dispose at approved site general Bulk Rubbish and Fly Tipped materials (excluding environmental disposal items) including paying all disposal costs, fees and charges.

Communal Waste Clearance: Fridges, Freezers

Communal Waste Clearance: Environmental waste disposal of fly tipped domestic fridges, fridge/freezers, upright and chest freezers to approved disposal site including cost of landfill tax, (per appliance).

Communal Waste Clearance: Calor Gas Bottles

Communal Waste Clearance: Environmental waste disposal of fly tipped calor gas bottles to approved disposal site including cost of landfill tax, (per bottle).

Communal Waste: TV's and Computer Monitors

Communal Waste Clearance: Environmental waste disposal of fly tipped television screens and computer monitors to approved disposal site including cost of landfill tax, (per item).

Communal Waste: Computer Desk Top Units

Communal Waste Clearance: Environmental waste disposal of fly tipped computer desk top unit or cpu's to approved disposal site including cost of landfill tax, (per item).

Communal Waste Clearance: Car Tyres

Communal Waste Clearance: Environmental waste disposal of fly tipped car or van tyres with or without rims to approved disposal site including cost of landfill tax, (per tyre).

Communal Waste: Car or Van Batteries

Waste Clearance: Environmental waste disposal of fly tipped car or van batteries to approved disposal site including cost of landfill tax, (per battery).

Communal Waste Clearance: Cookers

Communal Waste Clearance: Environmental waste disposal of fly tipped domestic cookers, built in ovens or hob units, to approved disposal site including cost of landfill tax, (per appliance – built in oven with separate hob unit will be treated as one appliance).

Communal Waste Clearance: Fluorescent Tubes

Communal Waste Clearance: Environmental waste disposal of fly tipped fluorescent tubes to approved disposal site including cost of landfill tax, (per tube).

Communal Waste Clearance: Paint Cans

Communal Waste Clearance: Environmental waste disposal of fly tipped paint cans to approved disposal site including cost of landfill tax, (per can).

DRAFT

SUMMER : 16 visits per year, mid-March to mid-October.

(note a rate only item is included for a further 16 visits. Dependent on costs and available budgets this may or may not be instructed).

WINTER : 6 visits per year.

1.0 GRASSED AREAS

- a. Remove litter and debris.
- b. Grass to be cut between 25 – 45mm high.
- c. Trimming edges and strimming where grassed areas meet an obstruction such as buildings, boundary walls and fences, kerbs, bin shelters and footpaths.
- d. Grass cuttings to be bagged and removed from site immediately after cutting.
- e. Any overgrown or patchy grassed areas should be re-seeded as necessary.

2.0 SHRUBBED AREAS

- a. Shrubbed areas to be kept weed free at all times.
- b. Edges to be kept trimmed.
- c. All plants/trees to be pruned as required.
- d. Turn over, rake area and leave clean and tidy all shrubs and bed areas. Bed areas to be weeded by hand.

3.0 TREES (TWICE PER YEAR)

- a. Adjust or re-fix existing tree ties as required.
- b. Remove old ties and renew as required.
- c. Adjust/re-fix existing tree stakes as required.
- d. Remove any dead trees and plants.
- e. Agree replacement trees or plants with Assistant Property Services Officer, Ochil View Housing Association Ltd.
- f. Carry out tree works over and above (a) to (e). The cost of which will be agreed between the Contract Administrator and Contractor prior to work being undertaken.

4.0 GRAVEL/DRYING AREAS

- a. All litter and debris to be removed.
- b. To be kept weed free at all times.

5.0 CAR PARKING AREAS

- a. Litter pick at each visit and remove any accumulation of debris.
- b. Keep weed free at all times.
- c. Clean pavements of any weeds or moss at each site visit.

6.0 PATH AREAS

- a. All litter and debris to be removed at each visit.
- b. To be kept weed free at all times.

7.0 WINTER VISITS

- a. Removal of leaves, debris and litter from all areas.
- b. Turning over/forking of beds.
- c. Pruning of plants/trees as required.

8.0 GENERAL

- a. Only non-contract herbicide to be used when de-weeding, in accordance with the manufacturer's instructions and taking cognisance of all Health & Safety implications.
- b. Prepare site for following season.
- c. Identify plant/tree/shrubs replacement and discuss with Assistant Property Services Officer, Ochil View Housing Association Ltd.
- d. Application of chemical fertiliser or spreading of bank mulching.

9.0 GRIT BINS

- a. Maintain existing grit bins on site. Include for an initial visit to sites to remove any rubbish or old rotten salt. Refill with White Rock salt. Contractor to check and keep every bin topped up throughout the season.