

our ref: LSTO006 Outline Maintenance Specification

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LSTO006

OUTLINE SPECIFICATION FOR SOFTWARES MAINTENANCE

FOR WORKS AT THE PROPOSED WHITE PINES CENTRAL DEVELOPMENT AT STOCKING AVENUE

07.05.2021

PRELIMINARIES**Description of Work**

The work consists of general maintenance and landscape works, site preparation, soil preparation, grass seeding, wildflower seeding, bulb/corm planting, shrub/groundcover planting, and tree planting

Standards of Workmanship and Materials

The Landscape Contractor shall satisfy the Landscape Architect that all works have been carried out to comply with BS 4428 (General Landscape Operations), BS 3936 (Nursery Stock), and BS 3882 (Topsoil). It is essential that the site is tidy at all times, and that the planting appears healthy. The Landscape Contractor should be prepared, at all times, to ensure that such conditions are met and should include for this in his rates. Any materials not meeting the specifications or qualifying for the approval of the Landscape Architect, for whatever cause, shall be rejected.

The Landscape Contractor shall familiarise himself/herself with the layout of services and the positions of all structures on the site and shall be liable for any damage to the above.

No existing plants shall be removed or damaged, other than those specified by the Landscape Architect

Notice of Intentions and Recording Actions

The Landscape Contractor shall give 48 hours notice of his intention to commence setting out, planting and maintenance visits.

The Landscape Contractor shall return a weekly record of all site actions.

Leaving the Site Tidy

The site shall be left in a neat and orderly condition at the end of each day's work.

Season

Landscape work shall take place in the appropriate season and only when the conditions are suitable, i.e. it is dull, moist and mild, without undue risk of frost or drying winds.

There shall be no cultivation or planting when the soil is frozen or waterlogged.

If exceptional weather conditions occur after planting, e.g. heavy frosts, measures shall be taken as approved by the Landscape Architect.

Replacement

The sub-contractor shall make good at his own expense any losses of trees and plants which die or appear unhealthy at any time up to practical completion and in the twelve months after planting.

The sub-contractor shall make good at his own expense any losses of trees and plants which die or appear unhealthy at any time prior to hand over.

Plant failures will not be charged to the Landscape Contractor if the failure is due to; damage by hares, rabbits, deer, livestock where not protected by guards or fencing, damage/ losses due to theft, vandalism or disturbance by other contractors.

Persistence of weed in planted areas will be regarded as a contributory cause of failure due to drought. Prolonged dry weather will not exonerate the landscape Contractor if the scheduled maintenance operations have not been carried out as programmed.

Damage

All trees and plants are to be adequately and carefully packed and protected to survive transport, whatever means, to the site, during loading, transit or unloading.

If in spite of these precautions roots, branches, or shoots suffer slight damage, they are to be carefully pruned. If major damage has occurred, the plant or tree shall be rejected and replaced at the Landscape Contractor's own expense.

Defects Liability Period

The Landscape Contractor shall be responsible for any plants that fail to take during the first full growing season (12 months) from date of completion.

Protection

The Landscape Contractor shall provide adequate temporary protection to the whole of his work and shall include temporary coverings, planked barrow runs and all other measures for protecting the work from damage.

The Landscape Contractor shall also protect from damage all existing roadways, kerbs, services and other completed works on site.

Any work damaged or soiled by weather, traffic or other causes due to inadequate temporary protection shall be removed and made good at the cost of the Landscape Contractor. The form of protection is left to the discretion of the Landscape Contractor.

Programme of Operation

The Landscape Contractor shall execute his works in conformity with a programme to be agreed with the Landscape Architect and shall include in his estimate for working within an agreed time limit.

No individual areas will be handed over unless there is an agreed sectional completion. The Landscape Contractor shall allow for keeping individual areas adequately maintained until the whole has been completed.

Site Inspection

Prior to the submission of tenders to the Landscape Architects, the Landscape Contractor is expected to visit the site and familiarise himself with the nature of the existing roads and pathways, the soil conditions, slope gradients, any hazards and other matters affecting the works. No extra charges will be made for any misunderstandings, or incorrect information or any of these points, or on grounds of insufficient description or lack of information will be allowed.

Setting Out

The Landscape Contractor will be responsible for checking all schedules and drawings by the Landscape Architect. In the event of any discrepancies being found between such schedules and drawings, or if the Landscape Contractor considers that additional detail drawings are required, the Landscape Contractor shall report such discrepancy in writing at least ten days before the works are to be executed.

The right is reserved to adjust the exact position of trees and specimen shrubs after they have been set out on site.

Any trees which are planted without approval of the setting out may be required to be re planted at the Landscape Contractor's expense.

Supervision and Contractor's Staff

The Landscape Contractor shall ensure full and adequate supervision of the site during the duration of the works.

The Landscape Contractor shall at all times during the Contract period employ sufficient persons of appropriate abilities, skills, care, and experience as are required for the proper performance of the Services in accordance with the Contract and shall ensure that a sufficient reserve of persons is available to provide the Services during holiday periods, absences due to sickness and special events/emergencies.

The Landscape Contractor will appoint a Contract Manager to supervise those persons employed to perform the Services in accordance with the Contract. The Contract Manager must be available and present in the Contract Area at all times that the Services are being carried out.

The Landscape Contractor shall notify the Supervising Officer of the name, address and telephone number of the appointed Contract Manager who will be responsible for receiving notification from the Employer of complaints and instructions under the Contract.

The Employer shall be entitled to notify the Landscape Contractor by notice in writing to remove from the Contract or discipline any employee of the Landscape Contractor (which for avoidance of doubt shall include the Contract Manager or his deputy) who, in the reasonable opinion of the Supervising Officer, has shown himself to be unsuitable to perform his duties under the Contract. The Employer shall in no circumstances be liable either to the Landscape Contractor or to the employee in respect of any liability, loss or damage

occasioned by such removal or disciplinary action and the Landscape Contractor shall fully and promptly indemnify the Employer against any claim made by such employee.

The Landscape Contractor shall ensure that every person employed by the Landscape Contractor in and about the provision of the Services is at all times properly and sufficiently trained and instructed with regard to: the task the person has to perform;

any relevant provisions of the Contract; relevant rules, procedures and standards of the Employer; all relevant rules, procedures and statutory requirements concerning Health and Safety at work; fire risks and fire precautions; and the necessity to observe the highest standards of courtesy and consideration to the public to promote and enhance the Employer's image and reputation.

Sequence of Operations

The sequence of operations shall be as described unless written authority to vary is obtained from the Landscape Architect.

Insurance, Indemnities, etc.

The Landscape Contractor shall indemnify, and keep indemnified the Employer against all actions, suits, claims, demands, costs and expenses whatsoever, by reason of, or arising out of the execution of the Contract Works, or any of the matters connected therewith, whether such claim or proceedings be brought or costs or expenses incurred under or virtue of Workmen's Compensation Act, Employer's Liability Act, or any other statute or at Common Law, or otherwise howsoever.

The Landscape Contractor shall indemnify the Employer in respect of accidental injury, loss or damage caused by, through or in connection with his work. The Landscape Contractor shall arrange insurance to cover the risk of such accidental injury, loss or damage and shall have the Employer indemnified by such insurance policies with approved insurance companies as detailed hereunder and shall take all necessary steps to keep such policies validly in force during the period of Contract work. The Landscape Contractor shall produce such insurances when requested by the Employer.

Employer's Liability Policy

This policy should provide for indemnification of the Employer in respect of claims which could be made against it as principal by employees of the Landscape Contractor.

Public Liability Policy

This policy should provide for the following:

Indemnification of the Employer as principal.

Unlimited cover generally and a limit not less than €1,000,000.00 in respect of any one accident.

Full Motor Insurance Policy

This should provide for the following in respect of vehicles and plant governed by the Roads Traffic Act:

Indemnification of the Employer as principal.

Names and addresses of drivers where limited cover only is provided.

Passenger cover in relation to seating capacity of cab.

Cover for towing including trailers where applicable.

Loading and unloading risks both on and beyond public thoroughfares.

Health and Safety

The Landscape Contractors shall at their own cost arrange for the safe keeping during and after delivery to works of all manures, plants and equipment necessary to complete the job in hand. All oil and petrol containers must be kept in suitable sheds and the Landscape Contractor shall observe all regulation regarding the storage of poisonous and/or inflammable liquids.

The Landscape Contractor shall in performing the Services adopt safe methods of work in order to protect the health and safety of his own employees, the employees of the Employer and of all other persons, including members of the public and shall comply with the requirements of the Health and Safety at Work Act 1974, The Management of Health and Safety Regulations 1992, Control Of Substances Hazardous to Health (COSHH) Regulations 1988 and 1994, and of the Road Traffic Act 1988 and of any other Acts, Regulations, Orders or any European Directive pertaining to the health and safety of employed persons.

The Landscape Contractor shall at the time of submitting his Tender provide to the Employer a written copy of his health and safety working procedures relating to the performance of the Contract.

The Landscape Contractor shall review his Health and Safety policy and safe working procedures as often as may be necessary and in the light of changing legislation or working practices or the introduction of new Work Equipment and shall notify the Supervising Officer in writing of any such revisions. The Supervising Officer may require the Landscape Contractor to amend its health and safety policy and safe working procedures to comply with any change in legislation or working practices or required as a result of the introduction of new Work Equipment.

Equal Opportunities Policy

The Landscape Contractor shall keep his equal opportunities policy in force for the duration of the Contract to comply with statutory obligations. Any findings of unlawful discrimination against the Landscape Contractor during the three years prior to the commencement of the Contract shall be reported to the Employer, together with details of the steps taken to avoid repetition.

Waiver

Failure by the Employer at any time to enforce the provisions of the Contract or to require performance by the Landscape Contractor of any of the provisions of the Contract shall not be construed as a waiver of any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Employer to enforce any provision in accordance with its terms.

Acceptance

Payment will be made to the Landscape Contractor following certification of completed works by the Landscape Architect. There shall be no sectional handover unless previously agreed. In appropriate circumstances and where the contract involves the application of a defects liability period following practical completion of landscape works, there shall be a retention amounting to 5% of the total contract price, which shall be released when defects have been made good at the end of the defects liability period.

Default in provision of the service

Without prejudice to any other powers of the Employer, if the Landscape Contractor, for whatever reason fails to provide or perform the Services in whole or in part completely in accordance with the terms of the Contract then without prejudice to any remedy contained herein the Employer may by his own or other workmen provide and perform such Services or part thereof in which the Landscape Contractor has made default. The costs and charges incurred by the

Employer in so doing shall be paid by the Landscape Contractor to the Employer on demand or may be deducted by the Employer from any moneys due or which may become due to the Landscape Contractor.

In the event of non-completion of specified works, non-compliance with specification, faulty workmanship or use of defective materials, the Landscape Contractor will be deemed to be in breach of contract and payment may be withheld in full or in part pending completion or execution of remedial works.

SPECIFICATION

MAINTENANCE OF TREE PLANTING

Maintenance period

The Landscape Contractor shall be responsible for the aftercare and maintenance of the completed works for 12 months from the date of practical completion.

Weed control

Weeding may only be done by hand, except in exceptional circumstances where persistent perennial weeds may be treated chemically. The use of chemicals shall only be upon approval from the Landscape Architect. In the winter a first application of the residual weedkiller 'Kerb Flo' shall be applied in the according to the manufacturer's instructions, for tree areas, immediately after the area has been planted and before any weed germination has taken place.

Annual or perennial weeds which grow shall be spot treated by the contact weedkiller 'Basta', according to the manufacturer's instructions, care been taken to ensure no spray touches any part of the leaves.

An application of 'Roundup' may be applied from August on, strictly according to the manufacturer's instructions for tree areas. It is to be noted that the surface of the ground shall not be physically disturbed.

Noxious weeds (dock, thistle, ragwort) shall not be allowed to establish.

All soil surfaces shall be generally free of weeds at all times and shall be entirely free of weeds after each maintenance visit. No grass shall be allowed to encroach into soil areas.

Weed free circles around trees shall be 1000mm diameter in grassed areas. Weeds shall not cover 10% of circle at any time during maintenance period.

Watering

Careful attention to water is essential during dry spells and may be critical in the case trees. Trees shall be watered as necessary and to their full planting depths. Water trees as required after any period of 4 weeks without significant rainfall (less than 5mm).

Fertilizer

Apply top-dressings of organic matter such as cow, horse or sheep manure or proprietary materials to trees and shrubs once in spring, twice during the summer and once again in winter.

This treatment is to be carried out for the duration of the maintenance contract.

Alternatively, if so wished, inorganic fertilizer can be applied as 'Osmocote' 18:11:10, @ 50g / square metre in spring and late summer.

Pruning / trimming

Any pruning should involve removal of dead, diseased or badly crossing branches or shoots. Dead heading reduces competition for nutrients between the developing seeds and the rest of the plants so that further growth and flowering is often stimulated.

Wind firmness, stakes and tree ties

All plants shall be regularly inspected for wind firmness and firmed as necessary at the same time. Stakes shall likewise be checked for firmness and all tree ties inspected and made good as required.

MAINTENANCE OF SHRUB PLANTING

Maintenance period

The Landscape Contractor shall be responsible for the aftercare and maintenance of the completed works for 12 months from the date of practical completion.

Weed control

Weeding may only be done by hand, except in exceptional circumstances where persistent perennial weeds may be treated chemically. The use of chemicals shall only be upon approval from the Landscape Architect.

In the winter a first application of the residual weedkiller 'Kerb Flo' shall be applied in the according to the manufacturer's instructions, for shrub areas, immediately after the area has been planted and before any weed germination has taken place.

Annual or perennial weeds which grow shall be spot treated by the contact weedkiller 'Basta', according to the manufacturer's instructions, care been taken to ensure no spray touches any part of the shrubs.

An application of 'Roundup' may be applied from August on, strictly according to the manufacturer's instructions for shrub areas. It is to be noted that the surface of the ground shall not be physically disturbed.

If foliar acting weedkillers are applied, all plants shall be protected during their application with 'Arboguard', 'Politec' or similar approved. No residual herbicide shall be used in the first season of planting.

Noxious weeds (dock, thistle, ragwort) shall not be allowed to establish.

All soil surfaces shall be generally free of weeds at all times and shall be entirely free of weeds after each maintenance visit. No grass shall be allowed to encroach into soil areas.

Weed free bands along hedges shall be 750mm wide. Weeds shall not cover 10% of circle at any time during maintenance period.

Watering

Careful attention to water is essential during dry spells and may be critical in the case large shrubs. Shrubs shall be watered as necessary and to their full planting depths.

Fertilizer

Apply top-dressings of organic matter such as cow, horse or sheep manure or proprietary materials to trees and shrubs once in spring, twice during the summer and once again in winter.

This treatment is to be carried out for the duration of the maintenance contract.

Alternatively, if so wished, inorganic fertilizer can be applied as 'Osmocote' 18:11:10, @ 50g / square metre in spring and late summer.

Hypericum Rust

All Hypericum spp. plants shall be treated with 'Bayleton 5' for rust, according to manufacturers' instructions.

Pruning / trimming

Any pruning should involve removal of dead, diseased or badly crossing branches or shoots. Dead heading reduces competition for nutrients between the developing seeds and the rest of the plants so that further growth and flowering is often stimulated.

Deciduous shrubs are best pruned in winter when new and old growth can be easily distinguished.

Allow shrubs which flower on the current season's growth to be pruned back to older wood soon after flowering.

Any pruning should involve removal of dead, diseased or badly crossing branches or shoots.

Dead heading reduces competition for nutrients between the developing seeds and the rest of the plants so that further growth and flowering is often stimulated. All hedges shall be clipped to maintain uniform and tidy appearance.

Wind firmness

All plants shall be regularly inspected for wind firmness and firmed as necessary at the same time.

MAINTENANCE OF GRASS SEEDED AREAS

Maintenance period

The Landscape Contractor shall be responsible for the aftercare and maintenance of the completed works for 12 months from the date of practical completion.

First roll and cut

When grass has grown to 38mm it shall be lightly rolled and two days later mowed with an approved mower having no roller and sufficiently sharp to avoid root pulling. Mowing shall be carried out under dry weather conditions.

Further cuttings

Thereafter grass shall be cut regularly (a total of 32 times during each growing season) to a length consistent with the season and quality of growth, and rolled as necessary.

Cuttings shall not normally be removed unless otherwise directed. Cuttings shall be spread evenly on grassed areas. All grass cuttings shall be swept and removed from hard standing areas.

Note: Grass shall be established with a height of cut at about 20mm.

Mowing shall be carried out under dry weather conditions.

Prior to mowing all litter shall be removed from grass areas.

Grass cutting in areas of bulbs/corms shall not be undertaken until June or until such time as dieback has occurred.

Fertilizing

The sward shall be given one application of an approved top dressing 10:10:20 applied in two equal passes in transverse directions at a combined rate of 17 g/ square metre, also avoid any banding.

Weed control

The sward shall be maintained weed free by the application 'Actrilawn 10' - by May + Baker Ltd., 11litre/Ha. Weedkiller shall be used in accordance with manufacturer's instructions. Apply 'Actrilawn' when grasses have reached the two leaf stage or beyond, and when seedlings have emerged and have reached cotyledon or two leaf stage (approx. 4 weeks after sowing). Do not mow grass within 7 days of treatment.

A selective weedkiller shall be applied for the presence of Clover; a formulation of 'Mecoprop' and 2, 4-D suitable for turf. Apply when clover is growing vigorously, in accordance with manufacturer's instructions. Do not spray in windy conditions, or within 1.5m of shrub planting without protection. Apply in two half doses, at right angles to each other.

Settlement

Any settlements or local depressions shall be made up by the Landscape Contractor at his own expense. The whole new grass areas shall be handed over as complete well established sward at the end of the maintenance period and all necessary work (whether specifically mentioned or not) shall be carried out to secure this end.

Trimming

The edges of seeded areas adjoining beds and margins where board edgings or mowing margins have not been constructed are to be carefully trimmed square and true to line.

Acceptance

Unless otherwise stated in the programme of completion, individual areas will not be accepted until the whole of the works have been completed. The Landscape Contractor shall include for keeping such areas correctly maintained and protected until handed over.

GENERAL

Debris removal

All paper and trash in the planted areas shall be removed on a monthly basis. All paper and trash shall be disposed of by the contractor outside of the Client's facilities.

Remove excessive amounts of leaf and litter (dead twigs, branches, leaves, bark, etc.) as it accumulates in maintained areas. Leaves and other organic material useful as a mulch may be left in place upon approval of the Client. Additional visits will be facilitated as requested by Client.

Stone or debris over 50mm diameter shall be removed or buried after each maintenance visit.

Monthly Maintenance - Maintenance Certificate

Throughout the one year maintenance period following completion of planting, the Contractor shall maintain the site in a weed free, tidy and tended condition. He shall include in the Schedule of Rates a realistic amount to cover the cost of such maintenance for the full year period.