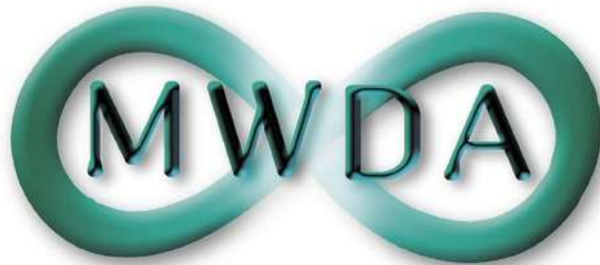


Name of Tenderer _____



MERSEYSIDE WASTE DISPOSAL AUTHORITY

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

**Instructions for Tendering
Form of Tender
Conditions of Contract
Specification
Schedule of Rates and Prices**

February 2022

**Merseyside Waste Disposal Authority
7th Floor
No. 1 Mann Island
Mann Island
Liverpool
L3 1BP**

Document Revision History

Current Issue: 1

Date of Issue: 11th February 2022

Issue	Author	Date	Amendments
1	EC	11 th February 2022	Initial issue

MERSEYSIDE WASTE DISPOSAL AUTHORITY

CONTRACT FOR THE PROVISION OF LANDSCAPE MAINTENANCE SERVICES

Instructions for Tendering

TENDER MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS TENDERS NOT COMPLYING WITH THESE INSTRUCTIONS IN ANY PARTICULAR MAY BE REJECTED BY THE AUTHORITY WHOSE DECISION IN THE MATTER SHALL BE FINAL

1. Merseyside Waste Disposal Authority is inviting tenders for the provision of landscape maintenance, for the period 1st May 2022 to 31st March 2025.
2. The Authority does not bind itself to accept the lowest or any tender.
3. The tender document must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the tender.
4. The tender should be made on the 'Form of Tender' incorporated in this document. It should be signed by the tenderer and submitted with the 'Schedule of Rates and Prices', which should be fully priced in ink, and accompanied by the Conditions of Contract and Specification to the address and not later than the date and time stated in paragraph 15 below.
5. No unauthorised alteration or addition should be made to the Form of Tender, to the Schedule of Rates and Prices or to any component of the tender document.
6. No tenders received after the fixed date shall be considered unless the Authority is satisfied that there is evidence of posting in time for delivery by the due date in the normal course of post, and the other tenders which were received by the specified time have not been opened.
7. Tenders must not be qualified and must be submitted strictly in accordance with the tender documents. Tenderers must not make unauthorised changes to the tender documents. Only tenders submitted without qualification strictly in accordance with the tender documents as issued (or subsequently amended by the Authority) will be accepted for consideration. The Authority's decision on whether or not a tender is acceptable will be final and the tenderer concerned will not be consulted. Qualified tenders will be excluded from further consideration and the tenderer notified.

8. Any queries arising from the tender documents which may have a bearing on the offer to be made should be raised as soon as possible with Mr. Graeme Bell or Miss Emma Cowell or Mr. Tony Byers tel: 0151 255 1444.
9. Unit notes and prices must be quoted in pounds sterling and whole pence.
10. The assessment of tenders will be based on the criteria of the most economically advantageous tender. The assessment will have particular reference to:-
 - i) Price
 - ii) Ability to meet Specification

The above factors are **not** stated in any order of merit.

11. It is the responsibility of prospective tenderers to obtain for themselves and at their own expense, any additional information necessary for the preparation of their tenders.
12. All costs associated with the preparation of a response to the tender document shall be borne in full by the tenderer.
13. Tenders should be sent by registered post, recorded delivery service or Data post, or delivered by hand to;

Chief Executive,
Merseyside Waste Disposal Authority,
7th Floor, No.1 Mann Island,
Liverpool, L3 1BP

so as to arrive not later than the time and date stated in the letter accompanying this document. Tenders should be sealed if possible in the envelope provided but if this is not possible they should be sealed in either larger envelopes or secure packages with the labels provided affixed thereto. No envelope or package shall bear any mark or franking indicating the identity of the tenderer. Tenders must not be sent by any other form of postal service.

NB It is not a condition of posting required by the Post Office that the name of the sender must appear on the envelope in any of the postal services mentioned in this paragraph.

MERSEYSIDE WASTE DISPOSAL AUTHORITY

CONTRACT FOR THE PROVISION OF LANDSCAPE MAINTENANCE SERVICES

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Provision of Landscape Maintenance Services

Form of Tender Incorporating Collusive Tendering Certificate

To: The Merseyside Waste Disposal Authority

Ladies and Gentlemen

Having examined the Conditions of Contract, Specification and Schedule of Rates for the above mentioned provision of landscape maintenance services we offer to provide the said services in conformity with said Conditions of Contract, Specification and Schedule of Rates, at the rates contained in the said Schedule of Rates.

Unless and until a formal agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

We certify that this is a bona fide tender, and that we have not fixed or adjusted the rates contained in the said Schedule of Rates by or under or in accordance with any agreement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:-

- a) Communicating to a person other than the person calling for those tenders the amount or approximate amount of the rates contained in the said Schedule of Rates, except where the disclosure, in confidence, of the approximate rates was necessary to obtain insurance premium quotations required for the preparation of the tender;
- b) Entering into any agreements or arrangements with any other person that he shall refrain from tendering or as to the amount of any rates to be submitted;
- c) Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly, to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said provision any acts or thing of the sort described above.

In this certificate the word 'person' includes any persons and anybody or association, corporate or incorporate, and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

Yours faithfully

Signed _____

in the capacity of _____

Duly authorised to sign tenders and give such certificate for and behalf of (in BLOCK CAPITALS)

Company _____

Postal Address _____

Date _____

Conditions of Contract

1. Definitions and Interpretations

- 1.1 In the Contract (as herein after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:-
- 1.1.1. "Authority" means the Merseyside Waste Disposal Authority and includes the Authority's personal representatives' successors and permitted assigns.
 - 1.1.2. "Contractor" means the person or persons firm or company whose tender has been accepted by the Authority and includes the Contractor's personal representatives' successors and permitted assigns.
 - 1.1.3. "Contract" means the Conditions of Contract Specification Priced Schedule of Rates the Tender the written acceptance thereof and the Contract Agreement (if completed).
 - 1.1.4. "Data Protection" means the General Data Protection Regulation 2016 is the European framework for data protection laws. Part of its requirement have been transposed into the UK's Data Protection Act 2018
 - 1.1.5. "Freedom of Information" means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation
 - 1.1.6. "Specification" means the specification referred to in the Tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Authority.
 - 1.1.7. "Date for Commencement" means a date for commencement of the Contract determined in accordance with Clause 3 of the Conditions of Contract.
 - 1.1.8. "Schedule of Rates" means the priced and completed Schedule of Rates.
 - 1.1.9. "Base Rates" means the rates entered into the priced Schedule of Rates by the Contractor.
 - 1.1.10. "Index" means the all items retail prices index (RPI) issued by the Office for National Statistics.
 - 1.1.11. "Month" means calendar month.

- 1.1.12. "Day" means one working day, Monday to Friday, not including Bank Holidays.
- 1.1.13. "Works" means all the work necessary for the completion of the contract including any variations ordered by the Authority.
- 1.1.14. "Start Date" means a mutually agreed time and date for the Works.
- 1.1.15. "Emergency Works" means any unforeseen works identified by the Authority, for instance fallen or unstable trees.
- 1.2 Words importing the singular also include the plural and words importing the masculine gender include the feminine gender and vice versa where the context requires.
- 1.3 The headings in these Conditions shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or of the Contract.
- 1.4 All references herein to clauses are references to clauses numbered in these Conditions and not to those in any other documents forming part of the Contract.
- 1.5 The Contract shall be governed and construed in accordance with English Law.

2. General Obligations

- 2.1 The Contractor shall subject to the provisions of the Contract supply to the Authority landscape maintenance services as described in the Specification during the period of the Contract.
- 2.2 Acceptance of the Contractor's Tender by the Authority constituting a binding contract between the Contractor and the Authority does not mean or imply that there will be a definite requirement for the landscape maintenance services described in the Contract but the Authority undertakes to employ the Contractor for the landscape maintenance services if such services are required during the contract period. In consideration of the said undertaking the Contractor shall if required and subject to the provisions of the Contract carry out the landscape maintenance services and provide all the labour, materials, transport, equipment, instrumentation, and all works including the disposal of surplus material off site whether of a temporary or permanent nature required in and for the landscape maintenance services so as far as the necessity for providing the same is specified or reasonably to be inferred from the Contract at the rates contained in the Schedule of Rates.

- 2.3 Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done by any person authorised either generally or specially by the Authority to take or do that decision, act or thing.

3. Starting and Completion

- 3.1 Within two weeks of the award of the contract a schedule of works and timetable for carrying out the specified operations is to be completed and agreed between the Authority and the Contractor.
- 3.2 Notwithstanding that a timetable for carrying out the specified operations as referred to in clause 3.1 has been completed and agreed. Subject to Clause 5.7 the Authority shall notify the Contractor three working days in advance of the Works commencing.
- 3.3 The Contractor shall, within five days of each site visit, confirm to the Authority the sites visited, and the operations carried out.
- 3.4 With respect to clauses 3.2 and 3.3 above, notification of proposed site visits, and confirmation that visits have been carried out, shall be provided by the Contractor by email and telephone communication to:-

emma.cowell@merseysidewda.gov.uk
hannah.hammonds@merseysidewda.gov.uk
graeme.bell@merseysidewda.gov.uk
and
tony.byers@merseysidewda.gov.uk

Confirmation of the receipt of the email will be provided to the Contractor by the Authority.

4. Access

- 4.1 The Authority shall give the Contractor reasonable access to the sites at all times within the normal hours of work, i.e. 8:00am to 5:00pm Monday to Friday.
- 4.2 The Contractor should note that before entering to the site, there is a requirement to sign in and out at the following locations:

Foul Lane:	Weighbridge to the Waste Transfer Station (Operated by Veolia)
Sefton Meadows 2 & 3:	Household Waste Reception Centre (Operated by Veolia)
Bidston Moss	Education Centre (Operated by Veolia)

- 4.3 Billinge Hill Quarry is unoccupied and secured. CCTV is also in operation in 3 compound areas within the site. An Officer from MWDA will meet with the Contractor in order to arrange access to the site.
- 4.4 Red Quarry and Roughdales are open to the public and unoccupied by the Authority. CCTV is in operation in the flare compound at Roughdales. An Officer from MWDA will meet with the Contractor to arrange for the works to be undertaken.
- 4.5 Foul Lane is unoccupied and secured. An Officer from MWDA will meet with the Contractor in order to arrange access to the site.

5. Health and Safety

- 5.1 The Contractor shall be responsible for the safety of all activities undertaken. He shall be deemed to have examined the work site and ascertained all the information necessary for him to carry out his duties.
- 5.2 Prior to the commencement of the Works, the Contractor shall provide to the satisfaction of the Authority Risk Assessments and Method Statements detailing how the Contractor proposes to manage and undertake the Works safely.
- 5.3 These shall include provision for the Contractor to report to the Authority any Health and Safety incidents and/or concerns that arise during the course of the Works.
- 5.4 The Contractor shall be expected to provide their own Personal Protective Equipment along with all other tools and equipment necessary to undertake the Works safely.
- 5.5 When the Contractor is travelling through the operational facilities, they shall at all times comply with on-site rules, and any other instruction issued by the site operator.
- 5.6 Upon commencement of the works, an Officer from MWDA will meet with the Contractor to undertake a site induction at each site. Each of the Contractors employees working on the sites shall undertake a site induction.
- 5.7 At the commencement of each subsequent visit, an Officer from MWDA shall meet with the Contractor to authorise the undertaking of the works.
- 5.8 The Contractor shall take all such precautions as are necessary to protect the health and safety of all persons employed by it and others to comply with the requirements of all Health and Safety Legislation and of any other Acts, Regulations, Orders or Codes of Guidance pertaining to the health and safety of employed persons or members of

the public who may be affected by the contract. This shall include provisions in place to guard against Covid-19 as dictated by the UK Government.

6. Contract Period

- 6.1 The Contract period shall be from the Date for Commencement of the Contract pursuant to Clause 7 for a period of 3 years, subject to Clause 16.

7. Date of Commencement of the Contract

- 7.1 The Date for Commencement of the Contract shall be 1st May 2022.

8. Sufficiency of Tender

- 8.1 The Contractor shall be deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of the rates entered by him in the Schedule of Rates which shall (except insofar as it is otherwise provided in the Contract) cover all his obligations under the Contract and to have obtained for himself all the necessary information as to the risks contingencies and any other circumstances which might influence or affect his tender.

- 8.2 Claims on the grounds of want of knowledge will not be accepted.

9. Assignment and Sub-letting

- 9.1 Neither the Authority nor the Contractor shall assign the Contract or any part thereof or any benefit or interest therein or there under without the written consent of the other party.
- 9.2 The Contractor shall not sub-let the whole of the Contract. The Contractor shall not sub-let any part of the Contract without the consent of the Authority which consent shall not be reasonably withheld.
- 9.3 The Contractor shall be responsible for any acts defaults or neglects of any sub-contractor his agents servants or workmen in the execution of the Contract or any part thereof as if they were acts defaults or neglects of the Contractor.

10. Statutory Obligations

- 10.1 The Contractor shall comply with any statute directive statutory instrument rule or order or any regulation or by-law applicable to the performance of the Contract and shall indemnify and keep indemnified the Authority against all penalties and liability of every kind for breach of any such provision by the Contractor.

11. Quality Standards

- 11.1 Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institute is current all goods materials and services supplied used or provided shall be in accordance with that standard without prejudice to any higher standard required by the Contract.

12. Indemnity and Insurances

- 12.1 The Contractor shall indemnify and keep indemnified the Authority against all claims for injury to or death of any person and for the loss of or any damage to property (except insofar as the same are due to the act or neglect of the Authority or its Authorised employees) arising directly or indirectly from the carrying out of this Contract and against all claims demands proceedings costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 12.2 The Authority shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or any sub-contractor save and except that such accident or injury results from or is contributed to by any act or default of the Authority its agents or servants and the Contractor shall indemnify and keep indemnified the Contractor against all such damages and compensation (save and except as aforesaid) and against all claims demands proceedings costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 12.3 Without prejudice to his liability to indemnify the Authority the Contractor shall maintain and shall cause any sub-contractor to maintain insurances to cover the Contractor's liability under Clause 12.1 to 12.2.
- 12.4 For all claims other than under Clause 12.2 against which this Clause requires the Contractor to insure the insurance cover shall be £2,000,000.00 or such greater sum as the Contractor may choose in respect of any one incident and the Contractor's insurance policy effecting such cover shall have the interest of the Authority's endorsed thereon or shall otherwise expressly by its terms confer its benefits upon the Authority.
- 12.5 The Contractor shall whenever required produce to the Authority the policy or policies of insurance cover notes premium receipts and other documents necessary to establish compliance with this Clause.
- 12.6 The Authority shall indemnify and keep indemnified the Contractor against the injury to or death of any person or loss of or damage to any property including property belonging to the Contractor to the extent that it may arise out of the act default or negligence of the Authority its

employees or agents other than the Contractor his employees and agents and against all actions claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto.

13. Payment

- 13.1. The Contractor shall, following each site visit, or at such other time as may be agreed with the Authority and confirmed in writing, submit to the Authority a statement identifying the operations carried out and an invoice of the amount due.
- 13.2. Applications for payment will only be considered valid if the notification procedures set out in clauses 3.2, 3.3 and 3.4 have been fully complied with.
- 13.3. Provided that the provisions of clauses 3.2, 3.3 and 3.4 have been fully complied with, then within 30 days of receipt by the Authority of the Contractor's invoice, the Authority shall certify and pay to the Contractor the amount which in the opinion of the Authority on the basis of the Contractor's statement and Schedule of Rates is due to the Contractor.

14. Termination

- 14.1. If the Contractor becomes bankrupt or has a receiving order or administration order made against him or presents his petition in bankruptcy or makes an arrangement with or assignment in favour of his creditors or (being a corporation) goes into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or assigns or sub-lets any parts of the Contract without the consent in writing of the Authority first obtained or has an execution levied on his goods or if in the opinion of the Authority the Contractor:
 - 14.1.1. has abandoned the Contract; or
 - 14.1.2. without reasonable justification has failed to commence the Contract in accordance with Clause 7; or
 - 14.1.3. despite previous warnings by the Authority in writing is failing to proceed with the Contract with due diligence or is otherwise persistently or materially in breach of his obligations under the Contract; then the Authority without prejudice to any accrued rights or remedies under the Contract may terminate the Contract by notice in writing having immediate effect and shall be entitled to recover from the Contractor the amount of any loss resulting from such termination.
- 14.2. If the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or

reward for doing or forbearing to do or having done or forborne to do any action in relation to the obtaining of the Contract or any other contract with the Authority or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Authority or if the like acts shall have been done by any person employed by the Contractor or acting on the Contractor's behalf (whether with or without the knowledge of the Contractor) or if in relation to the Contract or any other contract with the Authority the Contractor or any person employed by the Contractor or acting on the Contractor's behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or any superseding legislation or shall have given any fee for reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972 the Authority shall be entitled to terminate the contract and to recover from the Contractor the amount of any loss resulting from such termination.

15. Variations

- 15.1 No variation of the Contract shall be effective unless produced in writing and signed by or on behalf of a duly authorised representative of each party.
- 15.2 The Authority shall have the power to give instructions for any variation to the service including any addition thereto or omission therefrom and such instruction shall be valued by the Authority on a fair and reasonable basis using where relevant the prices contained in the Schedule of Rates.

16. Contract Extension

- 16.1. Following the end of the Contract pursuant to Clause 6 there shall be an option exercisable by the Authority only to extend the Contract beyond the Contract period.
- 16.2. Should the Authority choose to exercise the option to extend the Contractor shall continue to provide the Authority with the service immediately and under the same terms as the Contract for a period agreed in the Contract Extension.
- 16.3. Extensions to the Contract shall be undertaken in accordance with Clause 16.1

17. Waiver

- 17.1. Failure by the Authority at any time to enforce the provisions of the Contract or to require performance by the 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 Authority to enforce any provision in accordance with its terms.

18. Notices

- 18.1 Any demand notice or other communication required to be given hereunder shall be sufficiently served if serve personally on the addressee or if sent by prepaid first class recorded delivery post by telex electronic mail or facsimile transmission to the registered office or last known address of the party to be served therewith and if so sent shall subject to proof to the contrary be deemed to have been received by the addressee on the second business day after the date of posting or on successful transmission as the case may be.

19. Value Added Tax

- 19.1 The Contractor's rates entered in the Schedule of Rates shall be deemed to be exclusive of Value Added Tax. In addition to the sums certified pursuant to Clause 13 the Authority shall pay the Contractor such Value Added Tax as may be properly chargeable by the Contractor in connection with the performance of Contract. The Contractor shall issue a tax invoice in respect thereof.

20. Contract Agreement

- 20.1 The Contractor shall when called upon to do so enter into and execute as a deed a Contract Agreement in the form of the Contract Agreement appended to these Conditions.

21. Indexation

- 21.1. The Schedule of Rates shall not be index linked. There shall be no indexation of the prices provided within the Schedule of Rates.

22. Freedom of Information

- 22.1. The Contractor acknowledges that the Authority is subject to the requirements of the Freedom of Information Act and the Environmental Information Regulations and shall assist and cooperate with the Authority to enable the Authority to comply with its information disclosure obligations.

- 22.2. The Contractor shall procure that it and its Sub-Contractors shall:

- 22.2.1. transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information.
- 22.2.2. provide the Authority with a copy of all Information in its possession, or power in the form that the Authority requires

within five Working Days (or such other period as the Authority may specify) of the Authority's request.

- 22.2.3. provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.
 - 22.2.4. The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
 - 22.2.5. In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Authority.
- 22.3. The Contractor acknowledges that the Authority may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Agreement:
- 22.3.1. in certain circumstances without consulting the Contractor.
 - 22.3.2. following consultation with the Contractor and having taken their views into account.
- 22.4. Where Clause 22.3.1 applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 22.5. The Contractor shall ensure that all Information is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

23. Data Protection

- 23.1. The Contractor consents to the Authority holding and processing data relating to them for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 2018) relating to the Contractor.
- 23.2. The Contractor shall ensure adequate protection is afforded to

personal information under the control of the Authority as Data Controller to which a contractor may have access in the course of fulfilling the terms of the contract and specifically that the Contractor must agree to abide by specific terms in relation to its handling of such personal information in performance of the contract.

24. Dispute Resolution

- 24.1. The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.
- 24.2. Any dispute not capable of resolution by the parties in accordance with the terms of Clause 24.1 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 24.3. No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

25. Discrimination

- 25.1. The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.

26. Law and Jurisdiction

- 26.1. This Contract shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts.

27. Contractor's Liability

- 27.1. The Contractor's liability in respect of death or personal injury caused by its negligence shall be unlimited. Subject to this the Contractor's total aggregate liability in respect of the performance or non-performance of the Contract whether in contract, tort, in negligence, under indemnity, for breach of statutory duty or otherwise shall be limited to a sum equal to two times the fee payable under this Contract.
- 27.2. The Contractor shall not be liable whether in contract, in tort (including negligence), under any indemnity, for breach of statutory duty or otherwise, irrespective of cause and notwithstanding its negligence or

breach of duty (statutory or otherwise) for (i) any indirect or consequential loss; (ii) any loss of profit (including anticipated profit), business or production loss of revenue, loss of or damage to goodwill, loss of contracts, money payable to third parties on account of delay or loss of savings (whether anticipated or otherwise) in each case whether direct or indirect.

28. Environmental Responsibilities

- 28.1 The Contractor shall take due care and attention to ensure that the onsite flora and fauna, particularly nesting birds, on the sites are protected whilst works are being undertaken. If the Contractor identifies any nests that they were previously unaware of, or rare plant species, they should contact MWDA before continuing with work. MWDA reserves the right to amend routes in the event of species being noted.
- 28.2 The Contractor shall take due care to ensure that the works undertaken do not spread invasive weeds, particularly Giant Hogweed and Japanese Knotweed.
- 28.3 The Contractor shall upon request provide either a copy of their Environmental Policy or ISO 14001 Certification.

29. Legal Compliance

- 29.1. The Contractor shall comply with, and shall ensure that his employees, agents and Sub-contractors and others on the sites shall comply with, all their respective duties and obligations under all legislation and other requirements having the force of law relating to the health, safety and conduct of operations.
- 29.2. The Contractor shall ensure that all equipment used during the Works is compliant with The Noise Emissions Regulations (2001). Equipment used by the Contractor and sub-contractors must satisfy the relevant requirements concerning the noise emissions in the environment.

30. Waste Management

- 30.1 The disposal of all waste materials shall be in compliance with but not limited to the Environmental Protection Act 1990, Section 34 Waste Management, The Duty of Care - Code of Practice.
- 30.2 All persons appointed for the movement of wastes shall have a valid Waste Carriers Licence. A copy of the Waste Carrier Licence shall be provided to the Authority prior to works commencing.
- 30.3 All waste materials shall be subject to Consignment Notes and associated paperwork detailing the European Waste Catalogue code

for the waste materials, the volumes/tonnages of the materials involved, and the end destination of the materials disposed of.

- 30.4 Copies of all paperwork associated with waste materials arising and disposal shall be provided to the Authority.

31. Emergency Works

- 31.1 In the event of Emergency Works being identified by the Authority, the Contractor shall endeavour to attend site as soon as is practicable.

Form of Agreement

THIS AGREEMENT made the _____ day of _____ 2022 **BETWEEN THE MERSEYSIDE WASTE DISPOSAL AUTHORITY** of 7th Floor, No. 1 Mann Island, Mann Island, Liverpool, L3 1BP (hereinafter called “the Authority”) of the one part and _____ whose registered office is situated at _____ (hereinafter called “the Contractor”) of the other part

WHEREAS

- (1) The Authority wishes certain services to be carried out namely the provision of landscape maintenance services and all other obligations contained in the Contract and has prepared the following documents which deal with the Authority’s specific requirements in that regard
 - a) The Specification
 - b) The Conditions of Contract
 - c) The Schedule of Rates and Prices
- (2) The Contractor has submitted a Tender in the form required by the Authority offering to perform the services and the Tender has been accepted by the Authority by a letter dated _____ (“the letter of acceptance”)

NOW IT IS HEREBY AGREED as follows

- (1) The following documents shall be deemed to form and be construed as part of this Agreement and shall be hereinafter collectively referred to as “the Contract Documents”
 - a) The Specification
 - b) The Conditions of Contract
 - c) The Priced Schedule of Rates and Prices
 - d) The Tender
 - e) The Letter of Acceptance
- (2) In consideration of the Contractor carrying out and fulfilling the Authority’s requirements as set out in the Contract Documents the Authority will make to the Contractor such payments as such times and in such a manner as is more particularly described in the Contract Documents

(3) In consideration of the Authority making to the Contractor such payments at such times and in such a manner as is more particularly described in the Contract Documents the Contractor will carry out and fulfil the Authority's requirements as set out in the Contract Documents

IN WITNESS whereof the Authority had caused its Common Seal to be hereunto affixed and the Contractor (has caused his Common Seal to be hereunto affixed) (executed this Agreement as a Deed) the day and year first before written

THE COMMON SEAL OF THE MERSEYSIDE)

WASTE DISPOSAL AUTHORITY was)

hereunto affixed in the presence of:)

Clerk

THE COMMON SEAL OF)

was)

hereunto affixed in the presence of:)

Director

Secretary

SIGNED AS A DEED by)

OR for and behalf of)

Limited)

in the presence of:)

Specification

1. General

- 1.1 Merseyside Waste Disposal Authority has an obligation at its sites to undertake environmental monitoring, to comply with permits and consents, satisfy statutory guidance, Government Agencies and Health and Safety.
- 1.2 The Authority adopts an annual environmental monitoring programme which is supplemented by timetables on weekly, monthly, and quarterly, six monthly and annual monitoring schedules.
- 1.3 The Authority has responsibilities to undertake environmental monitoring at seven closed landfill sites.

2. Scope of the Works

- 2.1 The Authority wishes to employ the services of a suitably qualified landscape maintenance contractor to keep clear access routes, and undertake general landscape and ground maintenance when requested.
- 2.2 In total there are seven closed landfill sites that the Authority has a responsibility for undertaking environmental monitoring at. The seven sites are listed in the table below.

Site Name	Description	Address	Postcode	Easting	Northing
Foul Lane Closed Landfill Site	Closed Landfill Site (Owned by MWDA)	Foul Lane, Southport, Sefton	PR8 5LA	336077	415985
Billinge Hill Quarry Closed Landfill Site	Closed Landfill Site (Not owned by MWDA. The Authority has environmental responsibility for the site)	off Rainford Road, Billinge, St Helens	WN5 7HF	352677	401328
Bidston Moss Closed Landfill Site	Closed Landfill Site (Site Owned by MWDA with a piecrust lease to The Forestry Commission)	via Wallasey Bridge Road, Wallasey, Wirral	CH41 1EB	329777	390696
Sefton Meadows Extension III Closed Landfill Site	Closed Landfill Site (Not owned by MWDA. The Authority has environmental responsibility for the site)	via Sefton Lane, Maghull, Sefton	L31 8BX	336487	401567

Sefton Meadows Extension II Closed Landfill Site	Closed Landfill Site (Not owned by MWDA. The Authority has environmental responsibility for the site)	via Sefton Lane, Maghull, Sefton	L31 8BX	336487	401567
Roughdales Closed Landfill Site	Closed Landfill Site (Not owned by MWDA. The Authority has environmental responsibility for the site)	Sutton Heath Road, St Helens	WA9 5HP	350631	393771
Red Quarry Closed Landfill Site	Closed Landfill Site (Site Owned by MWDA with a piecrust lease to The Forestry Commission)	Chester Lane, Clock Face, St Helens	WA9 4DE	351975	391983

2.3 The landscape and ground maintenance works items that the Authority wishes to employ a contractor to undertake are as follows:-

Foul Lane Closed Landfill Site (Dwg Ref. no: MWDA.530-100-003.B. Landscape maintenance.Foul Lane)			
Item	Description	Unit	Quantity
1a	Cut down groundcover and overhanging vegetation to create a clearance for pedestrian access to Leachate Monitoring Chimneys (LMCs) and perimeter monitoring boreholes (BHs). Nom 2m wide. Apply approved herbicide before start of growing season (provided that weather conditions are suitable for spraying - alternative arrangements to be made if necessary). Total Length approximate 2060m.	per visit	3
1b	Cut down vegetation around LMC's and BH's, Nom 1m radius. Apply approved herbicide before start of growing season (provided that weather conditions are suitable for spraying - alternative arrangements to be made if necessary). Total 21 No.	per visit	3
1c	Cut down groundcover and overhanging vegetation to create a clearance for pedestrian access to Leachate Monitoring Chimneys (LMCs) and perimeter monitoring boreholes (BHs). Nom 2m wide. Total Length approximate 2060m.	per visit	3
1d	Rake out and remove vegetation from the top 50mm of leachate and fin drains. Apply approved herbicide. Nom 2.0m Width.	per visit	rate only

	Total length approx. 1500m.		
1e	Giant hogweed treatment as appropriate to coincide with the visits undertaken for item 1B Approximately 200m ² .	per visit	rate only
1f	Cut down groundcover, apply approved herbicide and remove any vegetation trimmings from the leachate compound. Approx. 15m ² .	per visit	3
1g	Cut down groundcover, nom 1m wide, from pedestrian gate to water sample point SW3. Total length approximately 10m.	per visit	rate only

Billinge Hill Quarry Closed Landfill Site (MWDA.510-100-003.C.Landscape maintenance.Billinge)

nb Vehicular access is prohibited on the crown of Billinge

Item	Description	Unit	Quantity
2a	Cut down groundcover, using a strimmer, and overhanging vegetation to create a clearance for pedestrian access to Leachate Monitoring Chimneys (LMCs), manifold boxes and perimeter monitoring boreholes (BHs). Nom 2m wide. Apply approved herbicide before start of growing season (provided that weather conditions are suitable for spraying - alternative arrangements to be made if necessary). Total Length approximate 1900m.	per visit	3
2b	Cut down vegetation around LMC's and BH's, Nom 1m radius. Apply approved herbicide before start of growing season (provided that weather conditions are suitable for spraying - alternative arrangements to be made if necessary). Total 48 number.	per visit	3
2c	Cut down groundcover and overhanging vegetation to create a clearance for Pedestrian access to BHs 5-10, 21-36, 36-pedestrian gate, BH14-GW3. Nom 2m Wide. Total Length approx. 860m.	per visit	rate only
2d	Cut down groundcover and overhanging vegetation, including vegetation overhanging the fence line, apply approved herbicide to prevent vegetation growth in: i) gas generation plant compound ii) electricity sub-station compound and iii) leachate treatment compound. Remove and dispose of any vegetation cuttings from the compounds. Total area approx. 560m ² .	per visit	3
2e	Rake out, remove and dispose of vegetation from the: i) gas generation compound	per visit	rate only

	<p>ii) electricity sub-station compound and iii) leachate treatment compound.</p> <p>Apply approved herbicide if necessary.</p> <p>Total area approximately 560m².</p>		
2f	<p>Cut down groundcover vegetation and apply herbicide as necessary to keep steps clear.</p> <p>Total 1 number.</p>	per visit	3
2g	<p>Cut down groundcover vegetation and apply herbicide as necessary in the 8no gas extraction manifolds, each approximately 6m².</p> <p>Total 8 number.</p>	per visit	3
2h	<p>Giant hogweed treatment if necessary and as appropriate to coincide with the visits undertaken for item 2C.</p> <p>Approximately 5m².</p>	per visit	rate only
2i	<p>Cut down overhanging vegetation between BHs 10 and 19.</p> <p>Total length approx. 475m.</p>	per visit	rate only

Billinge Hill Quarry Closed Landfill Site (MWDA.510-100-004.B.Landscape maintenance.Billinge Access Road)

Item	Description	Unit	Quantity
2j	<p>Cut down groundcover to a nominal 50mm height and overhanging vegetation along the main access road to the site (leading from Rainford Road), including BHs 37 and 38.</p> <p>Total area approx. 11,000m².</p>	per visit	3
2k	<p>Strim vegetation between trees in the fenced off triangular area on the access road to a height of nominal 100mm. Prune trees if necessary.</p> <p>Total area approx. 350m².</p>	per visit	3
2l	<p>Trim the hawthorn hedge along the access road from Rainford Road.</p> <p>Total length approx. 350m.</p>	per visit	3

Bidston Moss Closed Landfill Site (Dwg Ref. no: MWDA.511-100-002.B.Landscape maintenance.BidstonMoss)

Item	Description	Unit	Quantity
3a	<p>Cut down groundcover and overhanging vegetation along the route between Wallasey Bridge Road and the landfill site entrance, adjacent to the gravel path.</p> <p>Total Length approximate 240m.</p>	per visit	9
3b	<p>Ad hoc works to cut down groundcover and overhanging vegetation to form pathway 2m wide around the site perimeter.</p>	100m	rate only

	Total length approximately 2750m.		
3c	Cut down groundcover and overhanging vegetation to BH1, SW1, SW2 and offsite boreholes K and G if necessary. Total length approx. 300m.	50m	rate only
3d	Cut down groundcover and overhanging vegetation to LMC 1C, LMC E, LMC 1J and LMC3F if necessary. Total length approx. 60m.	60m	rate only

Bidston Moss Closed Landfill Site (MWDA.511-100-003.Landscape maintenance.BidstonMoss)

Item	Description	Unit	Quantity
3e	Cut down groundcover and overhanging vegetation to form access route to all valves and well heads, if necessary. Total length approx. 975m.	per visit	rate only
3f	Cut down groundcover and overhanging vegetation around all valves and well heads, if necessary. Total 46 number.	per visit	rate only

Sefton Meadows Extension III Closed Landfill Site (MWDA.520.3-100-002.C.SM3 Landscape maintenance)

Item	Description	Unit	Quantity
4a	Cut down groundcover and overhanging vegetation to create a clearance on both sides of access track for pedestrian access to perimeter monitoring boreholes (BHs). Nom 1m wide. Apply approved herbicide before start of growing season (provided that weather conditions are suitable for spraying - alternative arrangements to be made if necessary). Total Length approximate 3126m.	per visit	3
4b	Cut down vegetation around BH's, Nom 1m radius. Apply approved herbicide before start of growing season (provided that weather conditions are suitable for spraying - alternative arrangements to be made if necessary). Total 22 number.	per visit	3
4c	Cut down groundcover and overhanging vegetation to create a clearance for Pedestrian access to BHs 15 to 19 Nom 1m Wide. Total Length approx. 550m.	per visit	rate only
4d	Rake out, remove and dispose of vegetation from the top 50mm of leachate and fin drains. Apply approved herbicide. Nom 1.0m Width.	per visit	rate only

	Total length approx. 1550m.		
4e	Cut down groundcover to create a path, Nom 2m wide, to water course at SW9, indicated on plan, to enable sampling of water quality. Total Length approximate 10m.	per visit	3

Sefton Meadows Extension II Closed Landfill Site (MWDA.520.2-100-009A.SM2 Landscape maintenance)

Item	Description	Unit	Quantity
5a	Cut overhanging vegetation and groundcover to surface water sampling points SW1, SW3 and SW14 Total length approx. 20m.	per visit	3
5b	Ad hoc works - Cut groundcover vegetation nom width 1m, using a strimmer, along the field perimeter from BH6 - BH1-BH42 and around monitoring boreholes. Total length approximately 450m.	per visit	6
5c	Cut down groundcover and overhanging vegetation, apply approved herbicide, remove and dispose of vegetation trimmings from the leachate compound Approx. 10m ² .	per visit	3
5d	Ad hoc works - Cut groundcover vegetation nom width 1m, using a strimmer, along the field perimeter from BH 25 - 36 and around monitoring boreholes. Total length approximately 850m.	per visit	3
5e	Cut down vegetation around perimeter BH's, Nom 1m radius. Apply approved herbicide before start of growing season (provided that weather conditions are suitable for spraying - alternative arrangements to be made if necessary). Total 20 number.	per visit	3

Roughdales Closed Landfill Site (MWDA.521-100-001.A.Landscape maintenance.Roughdales)

Item	Description	Unit	Quantity
6a	Cut down groundcover and overhanging vegetation, apply approved herbicide, remove and dispose of vegetation trimmings from the flare stack compound. Area approx. 40m ² .	per visit	3
6b	Cut down groundcover vegetation and apply approved herbicide, remove and dispose of vegetation trimmings from the electricity meter compound. Area approx. 4m ² .	per visit	3

Red Quarry Closed Landfill Site (MWDA.531-100-002.A.Landscape maintenance.Red Quarry)			
Item	Description	Unit	Quantity
7a	Ad hoc works - Cut groundcover vegetation nom width 1m, using a strimmer, around the site perimeter and around monitoring boreholes if necessary. Total length 775m.	per visit	rate only
7b	Ad hoc works - Cut down vegetation around perimeter BH's, Nom 1m radius. Apply approved herbicide before start of growing season (provided that weather conditions are suitable for spraying - alternative arrangements to be made if necessary). Total 24 number.	per visit	rate only

Schedule of Rates

Preamble to The Schedule of Rates

These preambles are deemed to form part of the Schedule of Rates.

In this Schedule of Rates the headings, sub-headings and item descriptions identify the services to be covered by the respective items but the exact nature and extent of the services to be performed is to be ascertained by reference to the Specification and Conditions of Contract as the case may be.

The rates included in the Schedule of Rates shall be deemed to be the full inclusive value of the service covered by the item.

All items shall be priced and any items with the entry "included" and the like shall be deemed to have "nil" rate.

The rates entered into the Schedule of Rates shall be exclusive of VAT.

Schedule of Rates

ITEM	Description	UNIT	RATE	
			£	p
Foul Lane Closed Landfill Site				
1a	<p>Cut down groundcover and overhanging vegetation to create a clearance for pedestrian access to Leachate Monitoring Chimneys (LMCs) and perimeter monitoring boreholes (BHs). Nom 2m wide.</p> <p>Apply approved herbicide before start of growing season (provided that weather conditions are suitable for spraying - alternative arrangements to be made if necessary).</p> <p>Total Length approximate 2060m.</p>	per visit		
1b	<p>Cut down vegetation around LMC's and BH's, Nom 1m radius. Apply approved herbicide before start of growing season (provided that weather conditions are suitable for spraying - alternative arrangements to be made if necessary).</p> <p>Total 21 No.</p>	per visit		
1c	<p>Cut down groundcover and overhanging vegetation to create a clearance for pedestrian access to Leachate Monitoring Chimneys (LMCs) and perimeter monitoring boreholes (BHs). Nom 2m wide.</p> <p>Total Length approximate 2060m.</p>	per visit		
1d	<p>Rake out and remove vegetation from the top 50mm of leachate and fin drains. Apply approved herbicide. Nom 2.0m Width.</p> <p>Total length approx. 1500m.</p>	per visit		
1e	<p>Giant hogweed treatment as appropriate to coincide with the visits undertaken for item 1B</p> <p>Approximately 200m².</p>	per visit		
1f	<p>Cut down groundcover, apply approved herbicide and remove any vegetation trimmings from the leachate compound.</p> <p>Approx. 15m².</p>	per visit		

1g	Cut down groundcover, nom 1m wide, from pedestrian gate to water sample point SW3. Total length approximately 10m.	per visit		
Billinge Hill Quarry Closed Landfill Site				
2a	Cut down groundcover, using a strimmer, and overhanging vegetation to create a clearance for pedestrian access to Leachate Monitoring Chimneys (LMCs), manifold boxes and perimeter monitoring boreholes (BHs). Nom 2m wide. Apply approved herbicide before start of growing season (provided that weather conditions are suitable for spraying – alternative arrangements to be made if necessary). Total Length approximate 1900m.	per visit		
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2c	Cut down groundcover and overhanging vegetation to create a clearance for Pedestrian access to BHs 5-10, 21-36, 36-pedestrian gate, BH14-GW3. Nom 2m Wide. Total Length approx. 860m.	per visit		
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2e	Rake out, remove and dispose of vegetation from the: i) gas generation compound ii) electricity sub-station compound and iii) leachate treatment compound. Apply approved herbicide if necessary.	per visit		

	Total area approximately 560m ² .			
2f	Cut down groundcover vegetation and apply herbicide as necessary to keep steps clear. Total 1 number.	per visit		
2g	Cut down groundcover vegetation and apply herbicide as necessary in the 8no gas extraction manifolds, each approximately 6m ² . Total 8 number.	per visit		
2h	Giant hogweed treatment if necessary and as appropriate to coincide with the visits undertaken for item 2C Approximately 5m ² .	per visit		
2i	Cut down overhanging vegetation between BHs 10 and 19. Total Length approx. 475m.	per visit		
Billinge Hill Quarry Closed Landfill Site – Access Road				
2j	Cut down groundcover to a nominal 50mm height and overhanging vegetation along the main access road to the site (leading from Rainford Road), including BHs 37 and 38. Total area approx. 11,000m ² .	per visit		
2k	Strim vegetation between trees in the fenced off triangular area on the access road to a height of nominal 100mm. Prune trees if necessary. Total area approx. 350m ² .	per visit		
2l	Trim the hawthorn hedge along the access road from Rainford Road. Total length 350m.	per visit		
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3a	Cut down groundcover and overhanging vegetation along the route between Wallasey Bridge Road and the landfill site entrance, adjacent to the gravel path. Total Length approximate 240m.	per visit		
3b	Ad hoc works to cut down groundcover and overhanging vegetation to form pathway 2m wide around the site	100m		

	perimeter. Total length approximately 2750m.			
3c	Cut down groundcover and overhanging vegetation to BH1, SW1, SW2 and offsite boreholes K and G if necessary. Total Length approx. 300m.	50m		
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3f	Cut down groundcover and overhanging vegetation around all valves and well heads, if necessary. Total 46 number.	per visit		
Sefton Meadows Extension III Closed Landfill Site				
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4b	Cut down vegetation around BH's, Nom 1m radius. Apply approved herbicide before start of growing season (provided that weather conditions are suitable for spraying - alternative arrangements to be made if necessary). Total 22 number.	per visit		
4c	Cut down groundcover and overhanging vegetation to create a clearance for Pedestrian access to BHs 15 to 19 Nom 1m Wide. Total Length approx. 550m.	per visit		
4d	Rake out, remove and dispose of vegetation from the top 50mm of leachate and fin drains. Apply approved	per visit		

	herbicide. Nom 1.0m Width. Total length approx. 1550m.			
4e	Cut down groundcover to create a path, Nom 2m wide, to water course at SW9, indicated on plan, to enable sampling of water quality. Total Length approximate 10m.	per visit		
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5d	Ad hoc works - Cut groundcover vegetation nom width 1m, using a strimmer, along the field perimeter from BH 25 - 36 and around monitoring boreholes. Total length approximately 850m.	per visit		
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7b	Ad hoc works - Cut down vegetation around perimeter BH's, Nom 1m radius. Apply approved herbicide before start of growing season (provided that weather conditions are suitable for spraying - alternative arrangements to be made if necessary). Total 24 number.	per visit		