

Grounds maintenance contract

Between **Freshwater Parish Council** of Memorial Hall Avenue Road Freshwater Isle of Wight (FPC) and (the Contractor)

Purpose:

To maintain high standards of grounds maintenance in the various locations detailed in this contract which are the responsibility of FPC. For historic reasons the contract is divided into 3 parts.

Date/Term:

Contract to commence 1st April 2016 – 31st March 2019 (3 years).

Payment Terms:

Contractor to invoice FPC monthly. Payment will be made by FPC in arrears by standing order. Invoices shall break down costs between the 3 parts detailed above. The contract price is £? Per annum.

Agreement

In consideration of the payment above the Contractor will carry out the grounds maintenance and other work detailed below.

Locations:

Part 1

1. Moa Place, Freshwater, Isle of Wight shown edged red on plan 2 attached
2. Freshwater Bay, Isle of Wight shown edged red on plan 3 attached
3. Grounds adjoining Gate Lane toilets, Freshwater Bay, Isle of Wight shown edged red on plan 3 attached

All the above locations are open all year round to the public.

Part 2

1. School Green from Black Hut Green to Moa Place car park including the back ditch
2. Black Hut Green including the back ditch
3. Banks of the Brook
4. Pound Green – all grassed areas including inside the Pound
5. Brookside Road to include areas on either side of the footpath above and into the Brook including roadside and the area around the electricity sub station to the tree line
6. Queens Road from Brookside to Pound Green
7. Moa Place triangle
8. Norton Green – all grassed areas fronting residences in Norton Green and areas of grass fronting Pixley Hill
9. West Green Middleton including the area in front of Sheepwash Farm
10. Selwood Road grassed areas around the pond (edged red on plan 4 attached)
11. Spinfish Lane (off Queens Road) to include grassed areas around the Old Fire Station and on the opposite side of the stream from Queens Road boundary to the bridge, the footpath to ditch on either side of the bridge (including sides) to Kedros and Middleton Bridge and the grassed area from the entrance to Spinfish to Clayton Road junction (in front of Queens House) and the grassed area across the wooden bridge

12. School Green Road opposite the Vine
13. Granny's Meade (edged red on plan 5 attached).
14. Seating Area by Yarmouth Bridge
15. Granny's Meade
16. School Green Road and Spinfish

Locations 1, 2, 4, 5, 6, 7, 9, 11, 12 and 16 are edged red on Plan 1 attached.

Part 3 stream clearance

Frequency – every 2 weeks

Areas – a) Black Hut Green in School Green Road through to Queens Road, then Brookside Road and through Spinfish to Sheep Wash at Middleton and b) the ditches at Norton Green.

Details

1. Clear all debris, rubble and litter from the streams
2. Clear and clean all outfalls into the stream as necessary
3. All rubbish and clearings to be taken away and disposed of correctly
4. Report any structural damage to the stream to the Clerk to the Parish Council
5. The bed and banks of the streams to be fully cleared of all weeds, nettles and brambles twice per year in May and late September

Frequency of grounds maintenance:

Summer is classed as 1st April – 30th September. Winter is classed as 1st October – 31st March.

The frequency of cuts is:

1. For part 1 approximately twice per month in the summer months and once per month in the winter months. However frequency is subject to weather conditions prevailing at the time and the height of the grass and the requirement is for a minimum of 18 cuts and a maximum of 20 cuts per year.
2. For part 2
 - a) 1 to 10 and 12 every 2 weeks
 - b) 11 every 3 weeks
 - c) 13 monthly
 - d) 14,15 and 16 annually

Works should only be carried out in day light hours and shall not interfere with pre-booked activities and events. The frequency of grounds maintenance is the minimum required for the contract and additional cuts may be requested, as and when required, with one weeks' notice from FPC. The contractor will be expected to arrange cover for any sickness, annual leave or absence to ensure the service is uninterrupted.

Grass Cutting:

All grass will be cut cleanly and evenly and without damaging the existing surface. The grass shall be cut up to the boundary fences and around obstructions. Strimmers should be used where cutting by mower is impractical. Care shall be taken not to damage any of the trees or boundary structures whilst strimming. It may not be necessary for the fence boundary to be trimmed on each mowing occasion, but it must be done as often as required to keep the

boundary neat and clear from excessive weed growth. It is a requirement that grass be removed from all surfaces and footpaths by sweeping or blower.

In very wet conditions all operations involving grass cutting shall cease until conditions allow operations to recommence without damaging the surface levels and contours of the ground or grass cutting "divots" from the machine rollers or cutters.

Granny's Meade

For location 13 Granny's Meade only the following work is required - cutting of the "footpath" and the orchard, and strimming around the seat and entrances and at the beginning to mid-September to cut the grass and collect and hedge trim inside and out including top.

Yarmouth Bridge

For location 14 seating Area by Yarmouth Bridge – only the following work is required - cut back bushes as necessary in late August and tidy including litter pick

School Green Road and Spinfish

For location 16 only the following work is required - remove lime tree suckers annually for trees on School Green Road and one tree by the Old Ambulance Station at Spinfish

Hedge Cutting:

To cut back any boundary hedges and remove the cuttings twice per year outside of the nesting season.

Litter picking:

The Contractor will pick up all litter on all part 1 sites once per week and remove it at his own expense. Litter picking will also include the "back" ditch at Moa Place between the two points marked with a cross on plan 2. Litter picking for part 3 sites is as detailed under locations above.

The Contractor will in addition collect and dispose of litter from location 12.

Litter bins:

All litter bins will be emptied twice per week and litter removed by the Contractor at his own expense.

Pathways:

All paths will be swept once per week.

Borders:

All shrub borders will be weeded once per month and pruned twice per annum.

Crown lifting:

The Contractor will carry out crown lifting of all immature trees to approximately 2.5 metres in height as and when required.

Leaves etc.

The contractor will rake up and remove leaves, fallen branches and other debris as and when required throughout the contract.

Maintenance:

The Contractor shall report any necessary maintenance works to the Parish Office for example holes, sinkage, bare areas or potential hazards. A notice shall be displayed whilst maintenance works are in progress to notify the public.

Tools and Equipment:

The contractor shall be responsible for providing all tools and equipment necessary to carry out the works efficiently and shall possess all safety certificates necessary for those items of equipment requiring them. All engine driven equipment shall be equipped with an efficient silencer system on the exhaust to limit noise to the acceptable limit.

Sub-Contracting:

The contractor shall not sub-let any part of the contract without the prior approval of FPC and any such consent shall not relieve the contractor of his obligations under this contract.

Liability of Contractor:

The contractor shall be liable for any loss damage or injury caused by the contractor, employee servant or agent of the contractor to third parties or property of such third parties. The contractor shall also be responsible for any loss, damage or injury to his own plant, equipment and employees howsoever caused. The contractor agrees to indemnify FPC in respect of any such loss, damage or injury in respect of any claims, proceedings, damages, loss or cost arising therefrom or in relation thereto to the extent detailed in the clause.

Insurance:

The contractor will maintain full public liability insurance cover for its liabilities under this contract with a minimum cover of £10,000,000. The Contractor will provide a copy of its insurance details to FPC.

Information

The Contractor will keep FPC fully advised of dates when work will be/has been completed to include e mails to the Clerk at the relevant times.

Health & Safety:

The contractor shall ensure all staff are aware of their requirements under Health & Safety legislation and that all staff are equipped with relevant personal protective equipment, first aid box and mobile phones for lone working purposes. Any area deemed unsafe by the contractor upon inspection shall be closed to the public for safety reasons. FPC to be informed immediately in the event of closure.

Confidentiality

The terms and conditions of this contract are confidential between the parties and should not be disclosed to third parties except as may be necessary to fulfil the service. Any information gained during the term of the contract from FPC may also be deemed as confidential and should not be disclosed.

Termination

In the event of a breach of the terms of the contract by the Contractor FPC shall be at liberty to terminate this contract by 7 day's written notice.