

Grounds maintenance contract

All Manorial Land

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.

Date/Term:

Contract to commence 1st April 2022 – 31st March 2025 (3 years).

Payment Terms:

Contractor to invoice FPC monthly in arrears with detailed invoices, showing work carried out during that month. Payment will be made by FPC immediately following the first Tuesday of the month following receipt of the invoice if the parish are happy with the work that has been carried out.

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
4. School Green from Black Hut Green to Moa Place car park including the back ditch and the area in front of Moa place toilets. Area inside of the Skate Park to be strimmed regularly
5. Black Hut Green including the back ditch
6. Banks of the Brook - Area off main pavement into the brook
7. Library Gardens
8. Moa Place triangle
9. Brookside Road to include areas on either side of the footpath above and into the Brook including roadside and the area around the electricity substation to the tree line
10. Queens Road from Brookside to Pound Green including area outside of Freshwater Conservative Club (currently cut by one of the residents)
11. Pound Green – all grassed areas including inside the Pound
12. School Green Road opposite the Vine
13. The area in front of Sheepwash Farm / Spinfish
14. Selwood Road grassed areas around the pond
15. Norton Green – all grassed areas fronting residences in Norton Green and areas of grass fronting Pixley Hill

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

Frequency of grounds maintenance:

1st April – 30th November.

The frequency of cuts is:

1. For part 1 approximately fortnightly cuts weather dependent

Part 2

1. 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

Frequency of grounds maintenance:

The frequency of cuts is: Every two weeks

Part 3

1. Seating Area by Yarmouth Bridge

Frequency of grounds maintenance:**Yarmouth Bridge**

Seating Area by Yarmouth Bridge – only the following work is required - cut back bushes as necessary in May and late October and tidy including litter pick

Part 4 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**

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

strimmed 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, with exception of the **Library Gardens. These areas must have the grass collected and removed.**

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.

School Green Road and Spinfish

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 once annually in the Autumn.

1. Spin Fish
2. Public Toilets at Gate Lane Freshwater Bay.
3. Library Gardens

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 5 sites is as detailed under locations above.

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

Litter bins:

The litter bins on Stroud Playing Fields to be emptied twice per week and litter removed by the Contractor at his own expense.

Borders:

Shrub and borders at the Library and Moa Place to be weeded once per month and pruned as necessary. The top two borders directly in front of the Library building are to be left.

Branches etc:

Fallen branches and other debris to be removed as and when required throughout the contract.

Spring Bulbs:

Care to be taken in the Autumn and Spring not to damage or cut the new bulbs coming through.

Areas to be sprayed:

Areas to be sprayed once a month.

1. Library Footpaths
2. Moa Place Toilets Footpath
3. New tree bases. (School Green, Brookside, Queens Road)

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 and the Land Management Chair fully advised of dates via check sheets and detailed invoices of when work will be/has been completed to include e mails to the Clerks clerk@freshwater-parish.org.uk at the relevant times.

Health & Safety:

FPC and the contractor have a joint responsibility for Health & Safety and must comply with the following <http://www.hse.gov.uk/pubns/indg368.pdf> .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.

Signatures

Signed: D. Sai

Dated: 21/02/2022

Contractor

Signed: Kumarate
Freshwater Parish Council

Dated: 8/2/22



