



KINGSWEAR PARISH COUNCIL

Grounds Maintenance Contract

Schedule of Works

(A) CEMETERY

Item	Description
1	To maintain the grass level throughout the Cemetery.
2	To undertake adequate cuts during the growing season, (at times fortnightly). This will equate to 13 cuts per annum. If more are required to advise the Parish Council. Ant hills to be removed and rabbit holes filled. Please note - No strimming during flowering season i.e. snowdrops, primroses, wildflowers.
3	To ensure that the areas around the headstones are cut and cleared, including the curbs and tops. To ensure the perimeter graves are maintained. To ensure graves are clean after the cutting of grass through the use of mechanical blower or manually swept by hand.
4	To box mow around memorial slabs and bricks in cremation area. 13 cuts per annum.
5	To bank up and level graves when required. To be priced on demand.
6	To cut and strim the inside of the boundary bank. 3 times per annum.
7	To maintain the grass outside the Cemetery. 13 times per annum.
8	To clear path of weeds leading to Chapel of Rest. 2 times per annum
9	To clear path of weeds by stream. Strim wildflower area between stream and trees. 2 times per annum.
10	To ensure lower graves towards the stream are kept clear.
11	Prior to Remembrance Sunday, to clean and tidy 3 war graves.
12	To maintain the shrubs along the path to the Chapel. Once per annum.
13	To cut, trim and remove any cuttings by Cemetery Lodge. Once per annum.
14	To cut inside and top of Cemetery hedge removing brambles and cuttings. Once per annum.
15	To ensure entrance and car park are kept neat and tidy. Maintain shrubs, clear ivy and weed beds. 2 times per annum.
16	To indemnify the Parish Council for any damage caused whilst working in the Cemetery.
17	Plan working schedule so the Kingswear Cemetery is in good condition all year round.

(B) CLOSED CHURCHYARD

Item	Description
1	To maintain the grass level throughout the Closed Churchyard, including around the headstones.
2	To undertake adequate cuts (at times, fortnightly) during the growing season, to collect all grass cuttings and remove from site. To strim around wildflowers and primroses until self seeded (June).
3	To clear ivy brambles from church wall during favourable conditions. To clear weeds from footpaths. Two times per annum.
4	To ensure that graves are clean after the cutting of grass through the use of a mechanical blower or manually swept by hand.
5	To cut back trees. Once per annum.
6	To trim hedges along the churchyard wall. Two times per annum.
7	Plan working schedule so that the Churchyard is in good condition all year round.

(C) JUBILEE PARK

Item	Description
1	To maintain the grass level throughout Jubilee Park, including edges around the fence, creek and boat store. 13 times per annum.
2	To strim and remove overhangs on path to the marina, as far as Kingswear Parish Council's land extends up to the boundary with Darthaven Marina. 10 times per annum.
3	To renew turf or reseed after Fireworks celebration. Once per annum.
4	To strim path to Lime Kiln. 4 times per annum.

(D) US GARDEN (Land between Castle Rd and Beacon Lane)

Item	Description
1	To strim all grass from the garages down to and including bench. To cut back edges. To maintain shrubs as necessary. Maintain wildflowers as appropriate throughout the Spring. 6 times per annum.
2	For special consideration – This area requires horticultural specialism as well as maintenance.

(E) GENERAL CONDITIONS OF SCHEDULE

Item	Description
1	Contract period to be 1 st October 2021 to 30 th September 2023.
2	The Parish Council reserves the right to terminate the contract at any time if the work is not carried out satisfactorily in accordance with the schedule of work set out in paragraphs A to D above.
3	Minor defects in fulfilling the Schedule of Works will result in two written warnings being given. This will be followed by termination of the contract, upon the third dissatisfaction with work carried out in accordance with the Schedule of Work.

CONDITIONS OF CONTRACT

1. The Contractor shall not, without the consent in writing of the Parish Council, assign or transfer the Contract, or any part, share or interest therein.
2. The Contract shall be supervised on the Parish Council's behalf by the Clerk, and all matters relating to the execution of the Contract shall be referred to that post holder in the first instance.
3. No work is to be executed on Sundays, or on public holidays, without the previous written approval of the Parish Council.
4. The Contractor shall plan his work so as to cause minimum interference with the normal use of the premises at the site.
5. The Contractor is to comply with his statutory duties under the relevant Health and Safety at Work etc. Act 1974 and Regulations.
6. The Contractor will be held responsible for any injury that may be caused to any person or loss or damage to any property by the execution of the Contract and will be required to repair all damage, and meet all claims at his own expense.
7. The Contractor is to ensure that he has adequate insurance cover for Public Liability (Minimum £10,000,000). Documentation confirming proof of such insurance will be required prior to acceptance of the Contract.
8. The Contractor is to ensure that he has adequate insurance cover for Employer's Liability. Documentation confirming proof of such insurance will be required prior to acceptance of Contract.
9. The maintenance of the Cemetery must be carried out in accordance with the Schedule of Works. Any difficulty in this respect must be notified to the Parish Clerk as soon as it becomes apparent.
10. The Contractor shall undertake the works diligently and in a good and workmanlike manner in accordance with the Contract Documents. All materials and workmanship are to conform to the latest specifications published by the British Standards Institution.
11. If at any time it becomes apparent that additional unforeseen works may be necessary or advisable or that some of the works could be dispensed with, the Contractor shall inform the Parish Council immediately and seek further instruction.
12. The Parish Council may determine the Contract forthwith if the Contractor fails to carry out the works diligently, or suspends work altogether before completion, or becomes bankrupt, or subject in any way to the provisions of the Insolvency Act 1986. In such an event the Contractor shall vacate the site, and the Parish Council shall not be bound to make any further payment to the Contractor.

I / We hereby agree to enter into a Contract to satisfactorily carry out the works mentioned and described in the Schedule of Works and in accordance with the Schedule of Works.

Signed (Contractor)..... **Dated**

Signed (Chair)..... **Dated**

Signed (Clerk)..... **Dated**