

PORTISHEAD TOWN COUNCIL

Contract for the planting and maintenance of specified flower beds, hanging baskets and planters in Portishead

Between:

Portishead Town Council as the Council, of Folk Hall, 95 High Street, Portishead, BS20 6PR; and

XXXX as the Contractor, of

This agreement sets out the services the Contractor shall provide to the Council in respect of the year ended 30 April and it shall be reviewed on an annual basis in March each year.

It concerns the installation, maintenance, watering and removal of the hanging baskets, tubs and barrier planters and beds 'the Facilities' as listed in Schedule 1 to this Contract. The services required being:

1. SPRING/SUMMER FACILITIES

- 1.1. In May, each year to remove winter hanging baskets (90) and barrier planters (16) and install the summer hanging baskets (90) and barrier planters (53). All hanging baskets and barrier planters to be supplied by a nominated supplier (Blaise Plant Nursery, Bristol) in a pre-planted state, the Contractor responsible for collection and return and installation only.
- 1.2. To water and feed the summer hanging baskets, barrier planters and tubs and 10 times a month (at 3-day intervals) between May and September (5 months in total). Water and feed to be provided by the Contractor.
- 1.3. To water the Beds (7) as may be required (the beds do not require such regular watering as the other Facilities). Water to be provided by the Contractor.
- 1.4. To provide additional watering of the Facilities in 1.2 above, as may be required and agreed between the Council and the Contractor from time to time, in periods of high temperature/wind.

2. AUTUMN/WINTER FACILITIES

- 2.1. In October, each year to remove summer hanging baskets (90) and barrier planters (53) and install the winter hanging baskets (90) and barrier planters (16). All hanging baskets and barrier planters to be supplied by a nominated supplier (Blaise Plant

Nursery, Bristol) in a pre-planted state, the Contractor responsible for collection and return and installation only.

- 2.2. To provide watering of the Facilities, as may be required and agreed between the Council and the Contractor from time to time, in periods of high temperature/wind. Regular watering is not required in the October to April period.

3. INSURANCE

- 3.1. The Contractor shall have Third Party Liability Insurance to £10,000,000 and shall produce a copy to the Council in March each year.

4. HEALTH & SAFETY AT WORK ACT 1974

- 4.1 The Contractor must ensure compliance with the Health and Safety at Work Act 1974 and regulations with regard to whomsoever he employs in connection with this contract.
- 4.2 The Contractor shall undertake a Risk Assessment and provide a copy to the Council in March each year.

5. WASTE DISPOSAL

- 5.1 Any waste materials, which may result from the execution of this Contract, shall be disposed of by the Contractor with due care and in accordance with current legislation and regulations.
- 5.2 All Facilities to be left in a clean, tidy, and safe condition.

6. SERVICE FEES

- 6.1. The Contractors service fee or fees are set out in Schedule 2, all amounts are exclusive of VAT unless otherwise stated. VAT may be charged at the prevailing rate upon presentation of a valid VAT invoice
- 6.2. The Contractor shall provide an invoice to the Council for all service fees and the Council shall pay invoices within 30 days of receipt of a valid invoice. The invoice shall be sent to the address of the Council or emailed to Clerk@portishead.gov.uk
- 6.3. The Council reserves the right to delay or withhold payment where the services are not performed to the required standard or the Contractor is in breach of this contract.
- 6.4. The scope and price of services may be amended by written agreement between the parties, in which case Schedule 2 may be amended or replaced.

Signed on behalf of Portishead Town Council

Signed on behalf of the Contractor

Dated:

DRAFT

Schedule 1 – The Covered Facilities

The covered Hanging Baskets, tubs and barrier planters and beds, termed 'the Facilities' are:

- a. 64 hanging baskets on 8 carousels along the High Street and Wyndham Way
- b. 24 hanging baskets in Waitrose Piazza
- c. 2 hanging baskets outside the Folk Hall
- d. 16 barrier planters on Wyndham Way bridge – Summer Only
- e. 16 barrier planters on Wyndham Way – Summer Only
- f. 8 barrier planters on Phoenix Way bridge
- g. 8 barrier planters on Harbour Road bridge
- h. 5 barrier planters at Cabstand and North Weston – Summer Only
- i. 58 tubs at various locations in the town
- j. Beds along at the Poacher Pub (along the wall), the Town Garden, Jubilee bed, Victoria Court (beside the Butchers Block), Albert Road/Brampton Way, the Bell and the hot bed on Wyndham Way.

The Facilities and this may be amended and updated by written agreement between the parties, in which case this Schedule and Schedule 2 may revised and replaced with effect from an agreed date.

Schedule 2 – Service Fees

This Schedule applies in respect of the year ended 31 March 2022 and covers Spring Summer facilities from May 2021 to September 2021 and Autumn/Winter facilities from October 2021 to April 2022. The ‘Service Period.’

The price for the services, other than at clauses 1.4 and 2.2 (additional watering) shall be £ **per year** for the Service Period. This Service Fee shall be invoiced in 6 installments, on the last working day of the month, as follows:

May 2021	£
June 2021	£
July 2021	£
August 2021	£
September 2021	£
October 2021	£
Total Service Fee	£

Where additional services are requested and agreed in accordance with clause 1.4 and 2.2 (additional watering) the following additional amounts are payable in respect of each instance of service delivery:

Additional Watering Services

Clause 1.4 – additional watering of Spring/Summer hanging baskets, barrier planters and tubs, £ per occasion.

Clause 2.2 – additional watering of Autumn/Winter hanging baskets, barrier planters and tubs, £ per occasion.

Such additional watering service costs to be invoiced to the Council.

All service fees are exclusive of VAT. The Contractor may charge VAT upon provision of a valid VAT invoice.