

Schedule of Minor Works for Stretton on Dunsmore Parish Council

The Parish Council is looking to employ a contractor to carry out minor works on its own property and facilities. This work is outlined here in largely non technical language and may be expanded upon in site meetings and correspondence. The potential contractor should read this requirement in conjunction with the notes contained overleaf which form the expectation of the Council in delivery of the services.

Schedule of work required and references to any supplied drawings etc.

Location of required work Fosse Way Playing Field, Stretton on Dunsmore, Warwickshire. CV23 9NP

Title of required work Creation of edged path and embankment as per provided plan

1. To form a medium duty path along the line of the attached plan. (Approximately 450m)
2. Finished pathway to be a minimum of 1200mm width
3. Dig out the path width to a depth of 150-200mm and move the excess spoil to a location at the east end of the site. The path will need to be dug out for the entire length. Existing surface is topsoil with grass cover.
4. Relocate excavated topsoil of the East end of the site and form into flat topped bund of maximum area and minimum height as per drawing. Weed treat and seed on completion.
5. Install rot treated timber edging, securely anchored to prevent displacement.
6. Lay fabric weed control and stabilisation layer.
7. Supply lay and compact 100mm min thickness base layer comprising crushed brick, crushed concrete or MOT approved stone material with a 50mm to zero granule size.
8. Provide and lay an asphalt wearing coarse comprising a 60mm base layer and a 20mm fine surface layer. Hot rolled and compacted ensuring a slight crowned centre to aid drainage.
9. Merge and feather new pathway to existing path at two points indicated on the plan.

Approximately:

$450 \times 0.15 \times 1.2 = 81 \text{ m}^3$ of excavation

$450 \times 0.10 \times 1.2 = 54\text{m}^3$ of hard fill

$450 \times 0.06 \times 1.2 = 32\text{m}^3$ of base asphalt

$450 \times 0.02 \times 1.2 = 10\text{m}^3$ of wearing coarse asphalt

NOTES

In these notes the 'Council' is defined as Stretton on Dunsmore Parish Council, the 'Contractor' is defined as the person or Company submitting a price for the work described.

Background

The Council is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Council.

The Contractor is agreeable to providing such services to the Council on the basis of terms and conditions set out in this Agreement.

Future Contract

This Schedule of Work required is provided to the Contractor on the basis that the Council intends to appoint a suitable person or Company to complete the identified work. In assessing the work the Contractor should be aware that, if an appointment is made, the following expectations of the Council would be reasonably included and expected as part of the agreement unless explicitly excluded as part of the Contractor's offer.

The Services will also include any other tasks which the parties may agree on. The Contractor hereby agrees to provide such Services to the Council.

Term of appointment

The term of any appointment will begin on the date of instruction and will remain in full force and effect until the completion of the services, subject to earlier termination as provided below. The term may be extended with the written consent of the parties.

In the event that either party wishes to terminate any appointment prior to the completion of the services, that party will be required to provide 10 days' written notice to the other party.

Performance

Both the Council and the Contractor agree to do everything necessary to ensure that the terms of any appointment take effect.

Currency

Except as otherwise provided in any appointment, all monetary amounts referred to are in GBP.

Payment

The Contractor will invoice the Council fees for the services as detailed in the Contractor's quotation.

The Council will be invoiced when the services are complete.

Invoices submitted by the Contractor to the Council are due within 30 days of receipt.

In the event that any appointment is terminated by the Council prior to completion of the services but where the services have been partially performed, the Contractor will be entitled to pro rata payment for services provided given that there has been no breach of contract on the part of the Contractor.

The payment as stated in any offer does not include Value Added Tax. Any Value Added Tax required will be charged to the Council in addition to the payment.

The Contractor will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Contractor will indemnify the Council in respect of any such payments required to be made by the Council.

Confidentiality

Confidential information (the "Confidential Information") refers to any data or information relating to the Council, whether business or personal, which would reasonably be considered to be private or proprietary to the Council and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Council.

The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorised by the Council or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of any appointment.

Ownership of Intellectual Property

All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trade mark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under any appointment, will be the sole property of the Council. The use of the Intellectual Property by the Council will not be restricted in any manner.

The Contractor may not use the Intellectual Property for any purpose other than that contracted for in any appointment except with the written consent of the Council. The Contractor will be responsible for any and all damages resulting from the unauthorised use of the Intellectual Property.

Warranty

The Contractor, and any employees, subcontractors, or agents of the Contractor, will provide the Services using appropriate professional skill and competence in accordance with industry standards and laws applicable in England. For a period of 12 months after the end of the Term the Contractor will rectify free of charge any defects present in the workmanship and labour. This warranty does not extend to any parts or

materials used in providing the Services. The Contractor will assign any manufacturers' warranties relating to such parts or materials to the Council.

Return of Property

Upon the expiry or termination of any appointment, the Contractor will return to the Council any property, documentation, records, or Confidential Information which is the property of the Council.

Capacity/Independent Contractor

In providing the Services under this Schedule it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Council acknowledge that any appointment does not create a partnership or joint venture between them, and is exclusively a contract for service.

Right of Substitution

Except as otherwise provided in an appointment, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under the appointment.

In the event that the Contractor hires a sub-contractor:

the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Council to the Contractor.

for the purposes of the indemnification clause of any appointment, the sub-contractor is an agent of the Contractor.

Autonomy

Except as otherwise provided in any appointment, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the appointment. The Contractor will work autonomously and not at the direction of the Council. However, the Contractor will be responsive to the reasonable needs and concerns of the Council.

Equipment

Except as otherwise provided in any appointment, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with any appointment.

No Exclusivity

The Contractor and Council acknowledge that any appointment is non-exclusive and that either party will be free, during and after the term, to engage or contract with third parties for the provision of services similar to the Services.

Indemnification

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Time of the Essence

Time is of the essence in this Agreement. No extension or variation any appointment will operate as a waiver of this provision.

Assignment

The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under any appointment without the prior written consent of the Council.

Governing Law

Any appointment will be governed by and construed in accordance with the laws of England.

Severability

In the event that any of the provisions of an appointment are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of any appointment.

Waiver

The waiver by either party of a breach, default, delay or omission of any of the provisions of any appointment by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

