



**Environmental Contract  
between Rolleston on Dove Parish Council**

**and**

**??**

**1<sup>st</sup> April 2024 – 31<sup>st</sup> March 2027**

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## **1. STANDARD CONTRACT CONDITIONS**

### **1.1 Officer**

The Officer will be the Parish Clerk in post at that present time.

### **1.2 Extent of Work**

The work will be as stated in the Specifications (Appendix 1).

### **1.3 Site Details**

The sites are situated throughout **Rolleston on Dove** parish and are identified on the maps enclosed under Appendix 2. Before tendering the Contractor is advised, at their own discretion, to visit the sites to satisfy themselves as to the full extent of the Contract Specifications. No claims arising from failure to do so will be accepted.

### **1.4 Workmanship and Equipment**

The workmanship must be of the highest standard and shall conform to all relevant British Standards, Specifications and Codes of Practice. Where the Parish Council raises a concern(s) or a complaint is received about the standard of service under this Contract, or any other matter connected with the performance of the Contractor's obligations under the Contract, then the Parish Council shall notify the Contractor and, where considered appropriate by the Parish Council, investigate the complaint fully and equitably. The Parish Council may, in its sole discretion, uphold the complaint and take further action which may include, but not be limited to, seeking the costs of restitution to make good damage alleged, these costs being borne by the Contractor by way of deduction from invoices due or pending.

All equipment must be well maintained and serviced regularly.

### **1.5 Additional Erection / Installation**

The Parish Council may add additional outside fixtures and fittings during the period of the Contract and no application from the Contractor to adjust the Contract price will be considered unless prior sanction has been given by the Parish Council to the Contractor.

### **1.6 Duration of Contract**

The duration of the Contract will be for three years commencing on 1<sup>st</sup> April 2024 to 31<sup>st</sup> March 2027 inclusive and will be managed as a Framework Agreement with the Contract being renewed annually for the duration of the Contract, subject to satisfactory performance reviews.

Performance reviews will be conducted every three months (March, June, September and December annually).

If the Contractor is deemed to have completed the Contract satisfactorily upon

- cessation, the Parish Council may agree to roll the Contract on for a further year. However, this will be solely at the discretion of the Parish Council.

The tender was priced on a 3-year fixed price contract. There will be no opportunity to alter the rates tendered during the full term of the Contract.

#### **1.7 Payment to Contractor**

The full Contract sum shall be paid in equal monthly instalments throughout the year, on receipt and verification of monthly invoice and schedule of works completed from the Contractor. Payment will be by BACS.

#### **1.8 Termination of Contract**

Either party may, without reason, terminate the Contract by giving no less than **12 weeks' notice** in writing.

#### **1.9 Insurance**

The Contractor is required to have a minimum of five million pounds (£5,000,000) public liability insurance. A current Certificate of Insurance to this effect must be produced to the Clerk prior to the commencement of the Contract.

The Contractor shall indemnify the Parish Council against any claim or proceedings for any injury or damage to any property, persons or animals as a result of negligence, poor workmanship or failure to notify the Parish Council of any action likely to cause injury or damage to a third party.

#### **1.10 Sub-Contracting**

No works are to be sub-contracted to a third party without the prior written agreement of the Parish Council.

#### **1.11 References**

Contractor to provide two references upon request to the Parish Council to allow for the workmanship and reliability of the Contractor to be independently assessed.

#### **1.12 Health and Safety / Environmental Obligations**

1.12.1 The Contractor shall accept full responsibility for compliance with the Health and Safety at Work Act and all other Acts and Regulations in respect of the work comprised in this Contract.

1.12.2 The Contractor shall adhere at all times with all Environmental Law, COSHH Regulations 1999 and other Regulations affecting the conduct of the Contractor's business. The Contractor shall produce and implement comprehensive written instructions to his staff for the safe use, delivery, handling and storage of all chemicals.

1.12.3 The Contractor shall ensure that no harm to any person, property or the environment may arise from the Contractor's acts or omissions in relation to the Contract.

**1.13 Inspections**

The Parish Council will conduct regular inspections of the work throughout the duration of the Contract to ensure it is completed in accordance with the Specifications (Appendix 1).

**1.14 Materials**

The Contract is tendered as Labour only. Materials required to undertake the specified works will be bought at best value and may be either purchased by the Contractor (no uplift on prices will be accepted) or the Parish Council subject to consultation with the Clerk.

**1.15 Village Clean-Up events**

The Contractor is expected to attend the bi-annual Village Clean-up events at no additional cost to the Parish Council. The events normally take place on a Saturday morning in May and September (dates subject to weather conditions, etc).

**1.16 Variation of Contract**

The Contract may only be modified by a Variation of Contract signed by or on behalf of the Parish Council and the Contractor.

**2. SPECIFICATION OF WORKS**

2.1 As set out in Appendix 1 (Specification of work for each area).

2.2 None of the sites have access to running water – the Contractor will therefore need to provide their own.

**2.3 Out of Scope works**

The Parish Council may wish to request occasional other works. The Parish Council will issue a request for a quote from the Contractor\* and require a response within three working days giving a quote confirming the scope of work, when the work could be undertaken, the man hours required, any additional materials required and the price, based on the day or hourly rate stated in the tender document.

Materials required to undertake the specified works will be bought at best value and may be either purchased by the Contractor (no uplift on prices will be accepted) or the Parish Council subject to consultation with the Clerk.

\*Dependent on the value of the work required, the Parish Council reserves the right to seek a minimum of three quotations (as required under its Financial Regulations).

**3. SCHEDULE OF WORKS**

3.1 As set out in Appendix 1 (Specification of work for each area), the areas are identified in Appendix 2 (maps).

Signed on behalf of Rolleston on Dove Parish Council:

Chair ..... Date .....

Vice Chair ..... Date .....

Signed on behalf of the Contractor:

Name ..... Signature .....

Date: .....

Witness ..... Signature .....

Date .....

