

**Irthlingborough Town Council**

**Minor Ad Hoc Works**

**TERMS AND CONDITIONS OF  
CONTRACT**

## Purpose and Scope.

- 1) Irthlingborough Town Council (ITC) have identified the requirement for the services of a contractor, to provide minor ad hoc maintenance, repair, and general upkeep of the grounds, buildings, play equipment, street furniture and any other infrastructure for which ITC is responsible.
- 2) It is considered that by placing this contract, ITC will be able to provide a more effective and efficient service to the residents of Irthlingborough. The main aims will be for ITC to better budget for and control costs. Areas requiring maintenance will be serviced much more quickly and within known and agreed timescales.
- 3) The Contractor will have a contract of 12 months duration, with the option to extend the contract by 24 months, during which not only will they be expected to build a good working relationship with ITC, but with the residents of the town. They will also be expected to have a very good knowledge of the town. They will identify themselves as being contracted by ITC, and conduct themselves in accordance with the required standards as specified within this contract. They will be expected to carry feedback sheets and pass queries from residents to the Town Council for actioning.
- 4) Certified copies or originals of all insurance documents, and professional competence certificates must be supplied to the Town Clerk for inspection. All workmanship will be guaranteed.
- 5) This contract will be administered by and authorised by the Town Clerk under the aegis of ITC.

## **TOWN CLERK/AUTHORISED PERSON**

- 1.1 This contract will be administered by the Town Clerk. The Town Clerk, or a person authorised to act on their behalf, will issue works orders, inspect work done and approve payments.

## **2 INSPECTION OF SITE, EXTENT AND NATURE OF WORKS**

- 2.1 In submitting their Tender the Contractor shall be deemed to fully understand the nature of the Services and shall be deemed to have fully acquainted themselves with all the conditions likely to affect the execution of same, and to have visited each site to satisfy themselves with the nature and extent of the various tasks to be undertaken and as to the nature of access and all other matters likely to affect the undertaking of those tasks.
- 2.2 The Contractor shall further be deemed to have satisfied themselves of their ability to obtain the necessary labour (including supervision), materials (where these are not to be supplied by the Town Council), vehicles and other plant and equipment, and to comply with any regulations and statutory requirements which may affect the performance of the Services.

## **3 TENDER SUFFICIENCY**

- 3.1 The Contractor shall be deemed to have satisfied themselves before submitting their Tender as to the correctness and sufficiency of the rates and prices stated by them in their hourly rate charges which shall (except insofar as is otherwise provided in the Contract) be deemed to allow for the full inclusive cost of all expenses entailed in providing and performing the Services as specified together with all general risks, liabilities and obligations set forth in or implied as necessary to comply with the Contract.

## **4 PROCESS OF ISSUING WORKS' ORDERS.**

- 4.1 When the Town Clerk becomes aware of any areas that require rectification that fall under the responsibility of ITC the process will be:
  - a) Determine if this falls under the category of minor maintenance.
  - b) Determine the priority under which this rectification would fall – this may be done, with another member of the council, the contractor, or anyone the Town Clerk believes has the expertise required to make such judgment.
  - c) Contact the contractor informing them of the priority and general description of work.
  - d) The contractor will, depending on the priority give an estimate of costs based on the contracted agreed rates for the required timescale. This may be verbally initially, but followed up ASAP in a written format.
  - e) The Town Clerk, possibly after further clarification then gives consent for the work to be carried out and issues a works order reference number which must be quoted on any invoice.

## **5 WARRANTIES**

- 5.1 The Contractor hereby warrants, represents and undertakes with the Town Council that:
  - a) They have complied in all respects with the conditions of tendering;

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- b) All information, representatives and other matters of fact communicated (whether in writing or otherwise) to the Town Council by the Contractor or their employees, representatives or agents, in connection with the Contractor's Form of Tender are true, complete and accurate in all respects;
- c) They have full power and authority to enter into the Contract and carry out the performance of the Services;
- d) They are of sound financial standing and have sufficient working capital available to them to perform the Services in accordance with the Contract;

## **6 CONTRACT PERIOD**

- 6.1 This Contract shall extend for a period of 12 months, with an option to extend for a further 24 months, from the Commencement Date. This contract can be terminated by either party with 3 months' written notice. Notwithstanding this, if in the opinion of ITC the Contractor has performed badly and is unlikely to improve they can terminate this contract at any time. ITC can also terminate if they believe the Contractor is no longer a going concern or may bring the Council into disrepute. Termination is to be notified by either posting by recorded delivery, or handed in to the Council offices or Contractor's main business address. Termination can be made via email, but will only be effective once acknowledged by the receiving party.

## **7 PERFORMANCE OF SERVICES**

- 7.1 During the Contract Period the Contractor shall with due diligence perform the Services in a prompt, proper, skillful and workmanlike manner totally consistent with the terms and conditions of the Tender and to the satisfaction of the Town Clerk, and in such a manner as shall promote and enhance the image and reputation of the Town Council and its covering area.

## **8 PROCESS OF APPROVAL & PAYMENT SCHEDULE**

- 8.1 Provided that the Contractor has performed the Services in accordance with the Contract, and to the satisfaction of the Town Clerk, approval and payment will be made within 30 days of receipt of an acceptable invoice. This invoice must be accompanied by a works report detailing the nature of the work, clearly showing the described work. The invoice will show the agreed scale of charges and rate used and the reference no as given by the Town Clerk as prior approval to undertake the work.
  - a) Contractor Submits Invoice and works report detailing the nature of the work, clearly showing the invoiced works. The invoice will show the agreed scale of charges, rate used and works order reference number that shows prior approval.
  - b) Invoice checked by Town Clerk. Work checked by Town Clerk. Any discrepancies discussed with Contractor.
  - c) Town Clerk either approves whole payment or makes part or no payment giving reasons why.
- 8.2 The Contractor shall make due allowance in their rates and prices to reflect the full inclusive cost of all expenses, including VAT, together with all general risks, liabilities, responsibilities and obligations.

## **9 VALUE ADDED TAX**

- 9.1 The Town Council shall pay to the Contractor any VAT properly chargeable on the supply by the Contractor of the Services supplied at the appropriate rate in

accordance with the provisions of applicable legislation.

## **10 ASSIGNMENT AND SUB-LETTING**

- 10.1 The Contractor shall not sub-contract the provision of the Services or any part thereof to any person whatsoever without the previous written consent of the Town Clerk, and, if given, shall not relieve that Contractor of responsibility for the acts, defaults or neglect of any sub-contractor or his agents or employees in all respects, as if they were the act, defaults or neglect of the Contractor.

## **11 PREMISES, DEPOTS AND STORES**

- 11.1 The Contractor shall at all times during the Contract Period provide and maintain such premises, depots and stores as are necessary for the proper performance of the Services. It is expected that the Contractor should have premises to store machinery/tools relevant to the contract, play equipment for repair and act as the recipient for any large goods ordered via purchase order by the Town Council.
- 11.2 The Contractor shall not use any part of any premises owned or occupied by the Town Council for any purpose, save with the prior written consent of the Town Council.

## **12 VEHICLES, PLANT, MACHINERY, TOOLS AND EQUIPMENT**

- 12.1 All plant employed on the provision and performance of the Services shall be of a suitable type, design and construction, safe insured, properly maintained, where appropriate fitted with suitable guards and silencer(s), and shall conform to all relevant legislation, regulations and British and European Standards.
- 12.2 The Contractor shall provide a suitable vehicle sign written with the "Irthlingborough Town Council logo", to both sides of each vehicle used when specifically working on this contract. Design and specification to be approved by the Town Council. The use of the Irthlingborough Town Council logo must be removed from the vehicle once the contract has terminated.
- 12.3 The Contractor shall at all times be fully responsible for the payment of all licensing fees, taxes and insurance required in connection with or arising out of the possession of all plant employed in the performance of the Services.
- 12.4 The Contractor shall at his own expense put and keep all plant employed in the performance of the Services at all times in good and serviceable repair in accordance with all road transport legislation and in such condition as is commensurate with proper performance by the Contractor of his obligations under this Contract.
- 12.5 The Contractor shall at all times permit the Town Council access to all plant employed for the purposes of this Contract. The Town Council shall be entitled to serve upon the Contractor a notice in writing requiring the Contractor to put any item of plant into such condition as is required and the Contractor shall forthwith upon receipt of such notice remove the item of plant from the performance of the Services and cause all necessary work to be carried out to comply with such notice.
- 12.6 Any plant provided by the Contractor for use on the Contract shall comply with any relevant motor vehicles (Construction and Use) Regulations and be of a design which is entirely suitable for the performance of the Contract

## **13 STAFFING**

- 13.1 The Contractor shall at all times during the Contract Period employ sufficient persons of sufficient abilities and skills for the proper performance of the Services, and shall ensure that all his staff are suitably and adequately trained for the tasks they are

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required to perform. If the Town Clerk is not reasonably satisfied as to the adequacy of staffing they may issue instructions to the Contractor to remedy any deficiencies and the Contractor shall comply with those instructions forthwith. The Contractor's staff shall conduct themselves in a competent and workmanlike manner and be courteous at all times particularly to Town Council staff and members of the public. The Contractor shall at all times during the contract Period employ sufficient persons of sufficient abilities and skills to supervise the performance of the Services in a proper and continuous manner.

- 13.2 The Contractor shall attend any meetings arranged by the Town Clerk to discuss the provision or performance of the Services or to inspect sites. These meetings may be either face to face or via the phone. Any additional costs incurred by the contractor are not claimable.
- 13.3 The Contractor shall make provision for appropriate shelter, sanitary arrangements, protective clothing and equipment and first aid equipment for all workers employed on the provision and performance of the Services and shall at all times take all such precautions as are necessary to protect the health and safety of all persons employed by him, and he and his employees shall comply with the requirements of the Health and Safety at Work Act 1974 (and any amendment and re-enactment thereof) and of any other Acts, Regulations, Orders, Codes of Practice and Guidance Notes relating to the health and safety of employed persons and appertaining to the work to be undertaken.
- 13.4 The Contractor will apply to the Town Council with the Tender documents, and during the Contract Period should there be any material change, a copy of their safety policy statement which, if five or more persons or part-time equivalents are employed, is a requirement under Section 2(3) of the Health and Safety at Work Act 1974. The Contractor shall have regard to the Town Council's safety policy when preparing their own statement and shall nominate a person to be responsible for Health and Safety matters as required by the Act. Whilst on Town Council owned premises the Contractor shall require their employees to comply with the Town Council's Safety Policy and also to comply with the lawful requirements of the Town Council's Health and Safety Officer. The Town Council's Health and Safety Policy is available for inspection from the Town Clerk.
- 13.5 The Contractor shall observe the duties and obligations that may be imposed upon him by law in matters relating to Race Relations and shall not unlawfully exercise discrimination in the matters of race, colour, creed, marital status, sex, sexual orientation, age, religion or disability. The Contractor shall not employ staff below 16 years of age to perform or supervise the performance of the Services.
- 13.6 The Contractor shall do nothing to hinder, obstruct or prevent the Town Council from carrying out any legal duties and obligations it may have in respect of those matters referred to in the Health and Safety at Work Act 1974.
- 13.7 The Contractor shall at all times be fully responsible for the payment of all income or other taxes, national insurance contributions or levies of any kind, relating to or arising out of the employment of any person employed by the Contractor and shall fully and promptly indemnify the Town Council in respect of any liability in respect thereof.
- 13.8 The Contractor shall in respect of all persons employed by him in the performance of the Services under Contract or in every workshop or place occupied or used by him for the execution of the Contract, retain such adequate numbers of staff of the

experience, skills, calibre, training, mental and physical condition, and temperament generally as would be required to provide and perform the Services to the standards and quality as required by the Town Council

#### **14 CONTRACTOR'S STAFF**

- 14.1 The Contractor shall not employ or engage persons to work in connection with their obligations under the Contract whilst those persons are in the employment of the Town Council.
- 14.2 The Town Clerk may refuse admission to the Town Council's premises to any employee or agent of the Contractor if they consider in their absolute discretion that such action is necessary to safeguard the interest of the Town Council.

#### **15 EQUAL OPPORTUNITIES**

- 15.1 The Contractor shall not unreasonably or vexatiously withhold from the Town Council such information as the Town Council may require in order to determine whether the Contractor is acting in a discriminatory manner in relation to the requirements of Race Relations and Racial Equality legislation which places a duty on local authorities to ensure that their various functions are carried out with due regard to the need to eliminate unlawful racial discrimination and to promote equality of opportunity, and good relations, between persons of different racial or ethnic groups.

#### **16 CONTRACTUAL EMERGENCIES**

- 16.1 In the event of any emergency arising as a result of work undertaken by the Contractor, the Contractor's staff shall be required to be on site within two hours of being requested to do so by the Town Council.

#### **17 UNIFORMS AND IDENTIFICATIONS**

- 17.1 The Contractor shall ensure that all persons employed in the performance of the Services shall at all times be properly attired and presentable in appropriate clothing. High visibility clothing according to current Road Traffic Act regulations shall be worn when working on or immediately adjacent to the highway.
- 17.2 When requested to do so or when communicating with other persons as a representative of the Contractor all persons employed by the Contractor in the performance of the Services shall disclose their identity and shall not attempt to avoid so doing.

#### **18 AGENCY**

- 18.1 The Contractor is not and shall in no circumstances hold himself out as being the servant or agent of the Town Council.
- 18.2 The Contractor is not and shall in no circumstances hold himself out as being authorised to enter into any Contract on behalf of the Town Council or in any other way to bind the Town Council to the performance, variation, release or discharge of any obligations.
- 18.3 The Contractor has not and shall in no circumstances hold himself out as having the power to make, vary, discharge or waive any Bylaw or Regulation of any kind.
- 18.4 The employees of the Contractor are not, shall not hold themselves out to be and shall not be held out by the Contractor as being servants or agents of the Town Council for any purposes whatsoever.

## **19 LIABILITY OF THE CONTRACTOR**

- 19.1 The Contractor shall indemnify and keep indemnified the Town Council against the injury to, or death of, any person, and loss of, or damage to, any property including property belonging to the Town Council except and to the extent that it may arise out of the act, default or negligence of the Town Council, its employees or agents not being the Contractor and except as aforesaid against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof, or in relation thereto.

## **20 INSURANCE**

- 20.1 Without thereby limiting his responsibilities under 19 above, the Contractor shall insure with an insurance company approved by the Town Council against the injury to or death of person and loss of, or damage to, any property arising out of or in consequence of the Contractor's obligations under the Contract and against all actions, claims, demands, proceedings, damages, costs, charges and expenses in respect thereof and such insurance policy shall have the interest of the Town Council endorsed thereon or shall otherwise expressly by its terms confer its benefits upon the Town Council.
- 20.2 The insurance to be placed in accordance with above shall in the first year of the Contract be in a sum of not less than £10,000,000 in respect of any one incident with no limit to the number of claims, and in each succeeding year shall be adjusted at each Review Date to a sum at least in line (in an upwards direction only) with the percentage change in the Index for the relevant period (such percentage change being that notified by the Town Clerk).
- 20.3 The Contractor shall also maintain during the course of the Contract such insurance's as are necessary to comply with the Employer's Liability (Compulsory) Insurance Act 1969 and the Road Traffic Act 1972 and subsequent statutory orders made thereunder, and enactments or re-enactments thereof.
- 20.4 The Contractor shall, prior to the commencement of the Contract and thereafter annually, and at such other times as the Town Council may require, supply, and shall cause any sub-contractor to supply, the Town Council with copies of all insurance policies, cover notes, premium receipts and other documents necessary to demonstrate compliance with the above Conditions.

## **21 GRATUITIES**

- 21.1 The Contractor shall not, whether by himself or by any person employed by him to perform the Services, solicit any gratuity or tip or any other form of money taking or reward, collection or charge for any of the Services other than bona fide charges approved by the Town Council.

## **22 LIABILITY OF THE TOWN COUNCIL**

- 22.1 The Town Council accepts no liability for death or personal injury resulting from negligence of the Contractor or its servants.

## **23 TERMINATION**

- 23.1 This contract can be terminated by either party giving 3 months' written notice. Notwithstanding this, if in the opinion of ITC the Contractor has performed badly and is unlikely to improve they can terminate this contract at any time. ITC can also terminate at any time if they believe the Contractor is no longer a going concern or may bring the Council into disrepute. Termination is to be notified by either posting



by recorded delivery, or handed in to the Council offices or Contractor's main business address. Termination can be made via email, but only effective once acknowledged by the receiving party.

## **24 NOTICES**

- 24.1 No notice to be served upon the Town Council shall be valid or effective unless it is sent by prepaid post or delivered by hand to the Town Council Offices, Station Road, Irthlingborough or to such other address as the Town Council may notify the Contractor in writing.
- 24.2 Any written notice to be served upon the Contractor shall be valid and effective if it is sent by prepaid post or delivered by hand to the registered office; principal place of business; or to the premises referred to in the Tender documents or is delivered by hand to a Director, Proprietor or other responsible representative of the Contractor.

## **25 BRITISH STANDARDS**

- 25.1 Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution is current, all goods, materials, vehicles, plant, machinery, tools, equipment, used or supplied by the Contractor and all workmanship of the Contractor and his employees shall be in accordance with that Standard.
- 25.2 It is the responsibility of the Contractor to familiarise themselves with the current editions of the relevant Standards. No claims will be admitted on grounds of ignorance.

## **26 OBSERVANCE OF STATUTORY REQUIREMENTS AND OBLIGATIONS/NOTICES FEES AND CHARGES**

- 26.1 The Contractor shall comply with, and give all notices required by, any statute, statutory instrument, rule, order, regulation, bylaw and other provision to be observed or performed (hereinafter called "the statutory requirements") in connection with or applicable to the Services provided under the Contract and, in respect of the statutory requirements, shall pay all fees and charges legally recoverable from him. The Contractor shall indemnify the Town Council accordingly.
- 26.2 If the Contractor finds any divergence between the statutory requirements and the Contract Documents or between the statutory requirements and any instruction of the Town Council, he shall immediately give to the Town Council a written notice specifying the divergence.
- 26.3 Subject to this latter obligation, the Contractor shall not be liable to the Town Council under the Contract if the Services do not comply with the statutory requirements where and to the extent that such non-compliance results from the Contractor have carried out the work in accordance with the Contract Documents or any instruction of the Town Council.
- 26.4 The Contractor shall co-operate with the Town Council in the enforcement of relevant Acts, Bylaws and the common law with regards to sites the subject of this Contract, and shall ensure that in the event of the Town Council bringing a prosecution that any of his employees or agents will be available to give such evidence as they are able.

## **27 ACCESS BY/PROTECTION OF THE GENERAL PUBLIC AND RESIDENTS FACILITIES**

- 27.1 Provision for safe access to site by the general public shall be maintained by the Contractor unless specifically instructed to the contrary by the Town Clerk. The Contractor shall at all times be responsible for ensuring the public safety.
- 27.2 The Contractor shall arrange that all possible and necessary means of pedestrian and, where appropriate, vehicular access are maintained for residents, visitors and the public in general during the execution of any works under this Contract, and the whole of the works shall be carried out so as to cause the minimum inconvenience to residents and the public.
- 27.3 The Contractor shall note that his responsibility includes extra vigilance guarding the works against children, the elderly and disabled people.
- 27.4 The Contractor shall make due allowance for the above in his rates and prices.

## **28 ACCESS TO SITES BY THE CONTRACTOR/SITE CONDITIONS**

- 28.1 The Contractor shall note those constraints with regard to access or other site conditions may exist at some sites and these may prevent the use of large plant or in other ways determine the work methods.
- 28.2 It is the responsibility of the Contractor to ensure that he is aware of such problems and he will be deemed to be so aware. No other site constraints, conditions or requirements exist, or on grounds of lack of knowledge or awareness of such problems.
- 28.3 Where sites require access via locked gates, the Contractor will be provided with keys or informed as to where and from whom keys may be obtained. In this respect he will be responsible for the safekeeping and return of said keys and for the cost of the replacements of locks resulting from his losing of keys. The Contractor shall ensure that such sites are properly secure both during the provision of the Service and after any part of the Services has been provided.

## **29 PROVISION, USE AND STORAGE OF MATERIALS, FUEL AND OTHER SUPPLIES**

- 29.1 The Contractor shall provide the materials, fuel, lubricants and other fluids for vehicles, machinery, equipment and plant, including minor consumable items, necessary for the execution of any work he is required to carry out under the Contract.
- 29.2 The Contractor shall not store materials or other goods on any Town Council site unless specifically authorised by the Town Clerk. In respect of any particular site such permission shall normally be limited to the storage of goods and materials required in the performance of the Service relevant to that particular site. No inflammable or hazardous materials shall be left on any site unless secured in appropriate locked storage facilities.
- 29.3 Should the Contractor bring upon any site materials which in the opinion of the Town Clerk are of an inferior quality or description or improper to be used in the Services, the Town Clerk shall be entitled to instruct the Contractor to remove such materials entirely away from the site within 24 hours.
- 29.4 In the event of non-compliance by the Contractor with any such instruction of the Town Clerk, the Contractor may cause the said inferior or improper materials to be taken away or otherwise dealt with as rubbish without any payment or compensation to the Contractor for the same.

- 29.5 All expenses properly incurred by the Town Council in so disposing of the materials shall on demand be paid by the Contractor to the Town Council or may be deducted by the Town Council from any monies due or which may become due to the Contractor under this or any other contract. The decision of the Town Clerk in these matters shall be final.

### **30 MATERIALS**

- 30.1 All materials used in, or in connection with, the performance of the Services must be new materials (as appropriate and unless otherwise specified) and of good quality having regard to the proposed use of those materials particularly specified. The relevant British Standard shall constitute the minimum standard required.

### **31 INVOICES**

- 31.1 When required by the Town Clerk, the Contractor must produce invoices to substantiate the quality and/or quantity of any materials required to be provided by the Contractor for use in connection with the Services.

### **32 HOURS OF WORK**

- 32.1 The Contractor shall not undertake to work on any site before the hours of 0700 or after 1900 hours, Monday to Friday and 0830 to 1700 on Saturday, nor shall work be undertaken on Sundays or on days designated as Public Holidays, without prior consent, in writing, of the Town Clerk.
- 32.2 The Contractor and their staff will be required to co-operate with any Officer or any other official of the Town Council having supervision over any establishment, facility or area at which the Contractor is required to perform the Services.

### **33 NUISANCES**

- 33.1 The Contractor and his staff shall take all necessary steps to prevent nuisance from noise, dust, water, smoke, char, ash, pollution and other causes, and generally to minimise disturbance to users of facilities or areas at which any of the Services are being performed and nearby residents.
- 33.2 The Contractor shall take all reasonable precautions to ensure the efficient protection of all rivers, streams, waterways, drains, lakes, watercourses and the like (including underground water resources and percolating water), against interference with the supply, abstraction from silting, erosion of beds and banks and pollution, arising out of or by reason of the performance of the Services.

### **34 SAFETY**

- 34.1 The contractor and his staff adopt safe working practices as laid down in all appropriate current and future regulations, working rules and legislation appertaining to all operations undertaken under the terms and conditions of the Contract.
- 34.2 The Town Council reserves the right for a Health and Safety Officer or other nominated agent to have access to sites and work areas to examine methods of working and to verify compliance with the regulations appertaining to the work being undertaken, and any ruling relative to safety made by such Officer shall be deemed to be final and shall be complied with by the Contractor who shall indemnify the Town Council from any third part claims that may arise.
- 34.3 The Contractor shall be required to provide any necessary barriers, footways, signs, including proper warnings to other road users when working on or immediately adjacent to the highway, for the proper protection of his staff, members of the public

and users of the facilities, sites and areas during the progress of works, and shall indemnify the Town Council from any claim which may arise.

### **35 DISPOSAL OF WASTE**

- 35.1 The Contractor shall be required to remove all waste where applicable and debris produced during works. The materials as produced shall be taken only to licensed and recognised tips with both transport and tipping charges being at the expense of the Contractor.

### **36 PROTECTION OF EXISTING FEATURES/ADJOINING PROPERTY**

- 36.1 The Contractor shall ensure that no damage is caused to buildings, fences, gates, walls, seats, benches, posts and other site features which are to remain in position during the performance of any of the Services.
- 36.2 The Contractor shall take all reasonable precautions to prevent damage to adjoining property, and obtain permission as necessary from the owners of adjoining property if required to gain access or to otherwise use adjoining property, and pay any charges. The Contractor shall clear away and make good on completion or as otherwise stated by the Owners of such property.
- 36.3 Any damaged caused by the Contractor or by those persons for whom they are responsible, will be rectified immediately at their own expense.

### **37 MAINTENANCE OF ROADS AND FOOTPATHS**

- 37.1 The Contractor shall ensure that no damage is caused to and shall not prevent free passage to traffic or persons to roads, drives or footpaths. Paths, drives, roads, unless otherwise permitted by the Specification, must be kept clear of mud, soil, debris, grass clippings, at all times.
- 37.2 The Contractor shall be responsible for applying for and holding a licence to work next to a Highway for any work meeting this requirement.

### **38 SECURITY/THEFT AND TRESPASS/VANDALISM**

- 38.1 On sites where security is maintained by means of locked gates or the like the Contractor or their staff shall be required to ensure that the site remains in a secure state upon completion of the works. In the event of the Contractor or their staff leaving such site unattended for any reason or for any period of time, the site shall be left in a secure state. The Contractor shall indemnify the Town Council from any third party claims which may arise as a result of insecure premises or sites.
- 38.2 The Contractor shall indemnify and keep indemnified the Town Council against any claim or action for damages on account of any trespass or other misconduct of their employees. The Contractor's employees will be allowed into/onto such parts of the Town Council's sites and premises as are necessary to perform the Services as required.

### **39 PRIVATELY AND PUBLICLY OWNED SERVICES**

- 39.1 The Contractor shall be responsible for the location, protection of, and liable for any damages caused to services during the execution of this Contract.
- 39.2 Any information provided by the Town Council as to the whereabouts of existing services and mains is provided in good faith but the Contractor shall not be relieved of his obligations under the Conditions of Contract.
- 39.3 The Contractor shall take all appropriate measures for the support and full protection of pipes, cables and other apparatus during the provision and

performance of the Services, and for keeping the Town Council informed of all and any arrangements he makes with the owners of privately owned services, Statutory Undertakers and Public Authorities as appropriate, and for ensuring that no existing mains and services are interrupted without the written consent of the appropriate authority.

#### **40 HINDRANCE**

- 40.1 The Contractor shall neither hinder nor impede other Contractors employed by the Town Council and their workmen or the workmen of the Town Council, save when such hindrance is unavoidable and with the prior approval of the Town Clerk.

#### **41 ADVERTISING**

- 41.1 The Contractor shall not display or permit advertisements to be displayed on any site owned or occupied by the Town Council without the prior consent in writing of the Town Clerk. The Contractor shall not use the Town Council's name in any of his promotional advertising without the express consent of the Town Clerk.

#### **42 QUALITY CONTROL**

- 42.1 The Contractor shall throughout the Contract Period institute and maintain a properly documented system of quality control in a form to be agreed by the Town Clerk designed to ensure that the Services are provided at all times and in all respects in accordance with the Conditions, Specification, Schedules.
- 42.2 The Contractor shall deal with any complaints received in a prompt, courteous, efficient and professional manner, and any complaints received are to be referred to the Town Council and may be investigated by the Town Clerk.

#### **43 LAW**

- 43.1 The Contract shall be governed by and construed in accordance with the laws of England, and the Contractor and the Town Council irrevocably submit to the jurisdiction of the English courts.

## Irthlingborough Town Council

### Minor Ad Hoc Maintenance Contract Service Level Agreement and Schedules of Rates

#### Rates Schedule – Labour Charge rate per hour

	Red	Amber	Green	Weekend /Bank Holiday
Electrical				
Plumbing				
Minor Construction				
Painting: Gloss - per metre up to 300mm wide Emulsion - Per sqm - Per 5 sqm - Per 10 sqm Metal work - Per sqm Timbercare – Per sqm				
General/ Labouring				
Erection of Fencing				
Window/Door Repairs				
Stone walling: Painting per sqm – Limewashing per sqm - Lime pointing - Replacement of stones -				
Block Paving: Replacement of 1 block - Up to 5 blocks - 10 blocks and over -				
Paving slabs: Replacement/Repairs				
Clearing of watercourses				
Clearance of drains and gulleys				
Tree work up to 10ft high				
Vegetation: Strimming per metre – Weedkilling per metre – Pruning per hour -				
Flytipping: Clearance of rubbish to tip per cubic metre				
Guttering: Cleaning of gutters -				

Replacement of guttering -				
Hourly rate for attendance at Town Events as requested				
Cleaning – eg. Town signs etc.,				
Day rate – as specified in 11.2 below				

### **Response Times from Notification Definition.**

Red	Amber	Green
2 Hours	48 Hours	2 to 5 working Days.

- 1.1.1 The Tenderer shall provide a price to undertake the required maintenance tasks as listed
- Ensure all buildings and property remain within the latest government regulations and environmental, health and security standards and comply with Health and Safety guidelines
  - Maintenance of all areas of the Town which is under the responsibility of the Town Council, maps to be provided to show areas of responsibility
  - Electrical work to Council owned property, contracting of a qualified electrician
  - Plumbing work to Council owned property, contracting of a qualified plumber
  - Working with the Park Keeper to maintain play equipment and safety surfaces.
  - Removal of fly tipping
  - Maintenance of Town Council owned benches
  - The repair and maintenance of litter bins
  - Cleaning and general upkeep of town signs
  - Removal of weeds to Town Council owned paths, buildings and open spaces
  - Creation, repair and maintenance of walls and hard standings in the control of the Town Council
  - Maintenance of flower beds and seasonal planting
  - Ensuring that the Union Jack and Town Flags are flown at the Memorial and Parsons' Green on appropriate occasions
  - Clearance of water courses in Town Council ownership
  - Tree Work up to a height of 10ft
  - Maintenance of block paving and paving slabs
  - Painting of Council owned property both internal and external
  - Arranging in conjunction with the Town Clerk for the Portable Appliance Testing
  - Arranging in conjunction with the Town Clerk for the 5 year Electrical Wiring Testing
  - Attendance at Town Events and market as required
  - Testing, installation and removal of the Christmas lights, operation of a cherry picker required
  - Erection of the Town Christmas Trees and installation of tree lights
  - Annual Leave/Sick cover for the Park Keeper to include litter picking duties and inspections of play equipment
  - Annual Leave/Sick cover for the Community Centre Caretaker to include opening/closing and caretaking duties to cover bookings for hirers
  - Setting up and movement of portable speed cameras around the agreed licenced areas of town

The above is not an exhaustive list, merely an indication of expected maintenance tasks.

- 1.1.2 The Tenderer shall also provide a day rate for any additional work agreed above and beyond that set out in this contract.
- 1.1.3 The entire service shall be carried out strictly in accordance with the Conditions Contract.



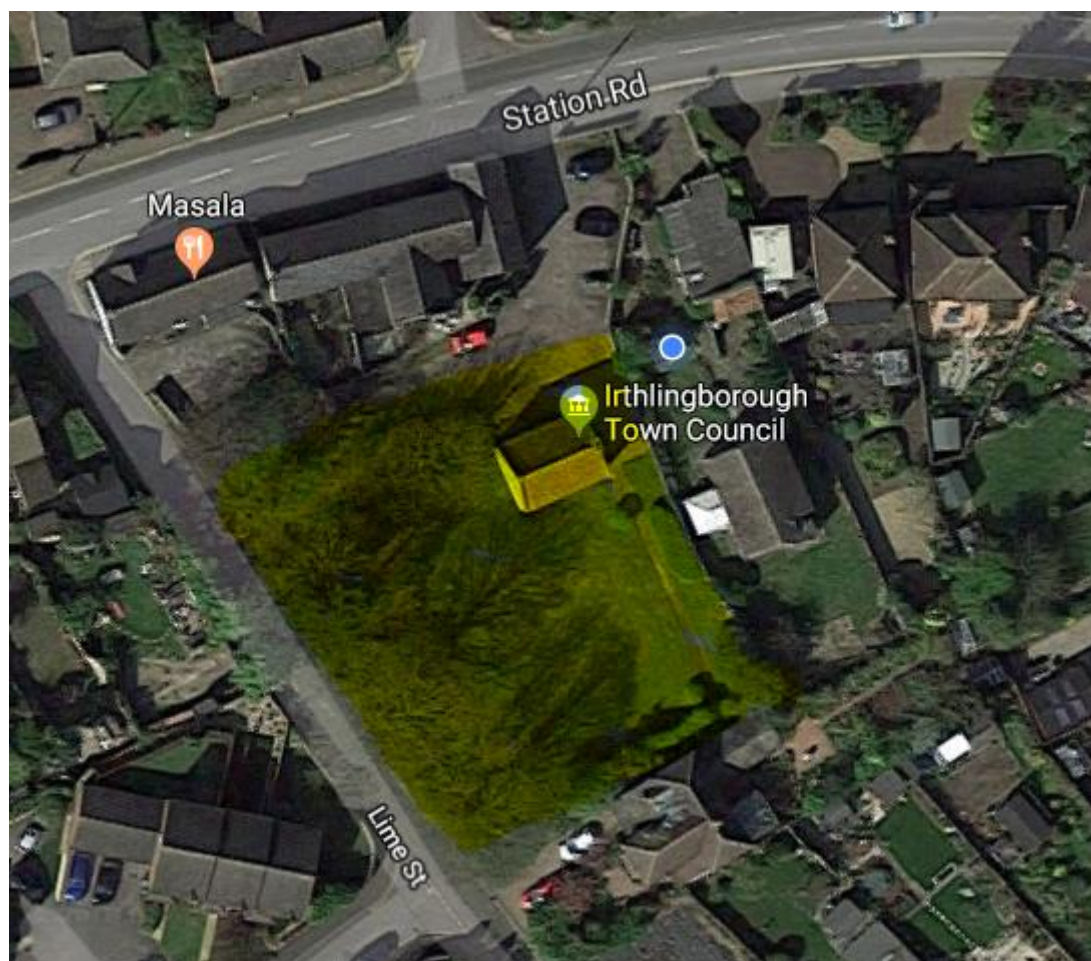
Irthlingborough Town Council

Site Plans for  
Maintenance Contract

# Contents

- The Town Council Offices, Station Road
- Crow Hill Community Centre, Fettleline Road
- The Pavilion, Central Recreation Ground
- The Cemetery Chapel, Wellingborough Road
- Public Conveniences, High Street
- Central Recreation Ground, Jubilee Street/Manton Road/Queen Street
- Crow Hill Recreation Ground, Welford Avenue
- Les O'Dell Park, Allen Road
- Rest Gardens, High Street
- Parsons' Green, High Street
- Cenotaph, Finedon Road
- Town Council owned Public Open Spaces
  - College Street/Victoria Street
  - Victoria Street
  - Drayton Road
  - Drayton Place
  - Finedon Road, A6
  - Brawn Close
  - Whitley Close
  - High Street Trees
- Town Council owned Public footpaths
  - Link Footpaths:
    - Meadow Walk to Spinney Road
    - Spinney Close to Meadowvale
    - Drayton Road to Finedon Road
    - Spinney Road to Park Road
    - Spinney Terrace
    - Finedon Road to the Central Recreation Ground
    - Wellingborough Road to Ebbw Vale Road
    - St Peter's Way to Spinney Terrace
- The Old Cemetery
- The New Cemetery
- The Cross

The Town Council Offices, Station Road, Irthlingborough, NN9 5SN.



[Type here]

Crow Hill Community Centre, Fettleline Rd, Irthlingborough. NN9 5XF.



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## The Pavilion, The Central Recreation Ground



## The Cemetery Chapel, Wellingborough Road Cemetery



## Public Conveniences/Car Park





## Central Recreation Ground





## Crow Hill Recreation Ground



## Les O'Dell Park



## Rest Gardens





## Parsons' Green



Cenotaph, Finedon Road



## The Old Cemetery, St Peter's Way





## The New Cemetery



## The Cross





Town Council owned Public Open Spaces:

- College Street/Victoria Street



- Victoria Street





- Drayton Road



- Drayton Place





- Finedon Road, A6

Grass bays where the trees stand

- Brawn Close



- Whitley Close





- High Street Trees



Public Open Space – Finedon Road Barratts



Town Council owned Public footpaths:

- Link Footpaths:
- Meadow Walk to Spinney Road (145m<sup>2</sup>)
- Spinney Close to Meadowvale (94 m<sup>2</sup>)
- Drayton Road to Finedon Road (263 m<sup>2</sup>)
- Spinney Road to Park Road (262 m<sup>2</sup>)
- Spinney Terrace (95 m<sup>2</sup>)
- Finedon Road to the Central Recreation Ground (309 m<sup>2</sup>)
- Wellingborough Road to Ebbw Vale Road (80 m<sup>2</sup>)
- St Peter's Way to Spinney Terrace (193 m<sup>2</sup>)