

WICKERSLEY PARISH COUNCIL

GARDENING AND LANDSCAPING CONTRACT

1.0 ADMINISTRATION

1.1 The Parties to the contract are:-

Wickersley Parish Council, 286 Bawtry Road, Wickersley, Rotherham (hereafter called 'the Client'), represented by the Clerk to the Council (hereafter called 'the Contract Administrator')

INSERT CONTRACTOR (hereafter called 'the Contractor')

1.2 Period of Contract

1st April 2018 to 31st March 2021

1.3 Work to be done

The work is to be carried out in accordance with the following terms outlined in 2.0 to 4.0 and the specifications listed in the Appendix.

1.4 Payments

This is a fixed price contract and the invoices are to be for one twelfth of the annual contract cost. Invoices are to be submitted monthly by the contractor in arrears together with a monthly report and invoices shall be paid within 30 days. If the contract is terminated, the Client shall cease any further payments until the full extent of the work carried out has been established. The Client reserves the right to undertake any work deemed necessary to fulfil the contract.

1.5 Notice

This contract can only be varied following written instructions from the Contract Administrator. Any notice from the Contractor must be in writing and must be delivered or sent by post to the Client at the postal address. Any Client notices must be sent in writing, unless otherwise agreed, to the Contractors' official address.

1.6 Governing Law

This contract will be governed by the law of England and subject to the jurisdiction of the courts of England. Complete compliance shall apply to all duties imposed by current legislation, whether they are acts, regulations, codes of practice, industry standards or best practices. All rates for specification / work items in the tender must include the full cost of compliance with all legislation, acts, regulations, codes of practice, industry standards and best practice.

1.7 Contract Price

The agreed price is £**INSERT PRICE** plus VAT per annum. which is the submitted annual tender total.

1.8 Acceptance

We the undersigned hereby agree to abide by the terms of this contract: -

Signed _____ Date _____

Contractor: **INSERT CONTRACTOR**

Signed _____ Date _____

Client Rachel Chico, Clerk to Wickersley Parish Council, Wickersley Community Centre & Library, 286 Bawtry Road, Wickersley, Rotherham.

2.0 GENERAL

2.1 The contractor will not be allowed to sub-contract any services contained within the contract specification without prior authority of the Client.

2.2 The Contractor is to inspect all sites prior to the commencement of scheduled works in order to determine access and site conditions. Where access to a site is controlled, the Client will provide a set of keys at the start of the Contract. Cost of replacement following any subsequent loss of keys or padlocks will be entirely met by the Contractor. The Contractor will report the loss of keys to the Client within 2 working days.

2.3 Any obstructions, such as building or road works preventing safe access to the site and therefore preventing contract works should be reported to the Client immediately to assist the monitoring process.

2.4 Prior to works being carried out, the Contractor will remove and dispose of rubbish including leaves, rubble, litter and wind-blown branches and fruits, plus anything else that the Client considers detrimental to the appearance of the site. All rates priced in the tender / specification must include the full cost of disposal associated with the item of work.

2.5 The Contractor must not undertake any works during weekends, bank holidays and between 6pm to 8am weekdays, without first contacting the Clerk.

2.6 The Contractor may be asked from time to time to vary any of the specified works for a variety of reasons, which could include severe weather conditions and the staging of community events. The Contractor will be notified as soon as information becomes available. The Client has the authority to instruct the Contractor to carry out the additional work at standard contract rates. No 'loss and expense' claims from the Contractor will be paid by the Client for varying the works within the specification set out in this contract.

2.7 Any damage, including to grates, inspection covers, manholes, play equipment, fencing etc., must be reported to the Client the same day. Any covers that are moved must be replaced and any damage not repaired the same day must be protected, signed and made safe, before the Contractor's team leaves site. Where damage is the result of the

contractor's operations, then the initial investigatory action and all works required to meet Health and Safety requirements must be completed within 2 working days. Any non-urgent remedial action must be completed within 14 calendar days following the incident. All associated costs, due to damage caused by Contractors, will be recharged by the Client. Costs of rectifying any damage must be met by the Contractor.

2.8 Adverse / Exceptional Weather

Any damaged verges are to be reported to the Client and then repaired as soon as is practicable by the contractor at their expense.

3.0 CONTRACT MANAGEMENT

3.1 Contract Performance Monitoring and Inspection

- a) The Contractor has responsibility for self-monitoring against the Contract specification and performance requirements. The overall responsibility for providing Client side contract management lies with the Contract Administrator.
- b) The Client reserves the right to monitor and inspect any work carried out by the Contractor under this contract and instruct the Contractor to carry out, rectify or improve any part of the service that fails to meet the specification.
- c) The Contractor must provide a monthly list of tasks performed with each invoice. This update should also include any current operational issues and any site issues, which have affected progress.
- d) The Council shall be entitled to recover any reasonable costs incurred as a result of the contractor's failure to meet timescales identified within the agreed action plan under the Improvement Performance Notice.

3.2 Poor Contractor Performance

- a) Failure to meet the specification will result in the issue of an Improvement Performance Notice by the Client. This will require rectifying within the rectification period stated in the notice, usually 7 days.
- b) Any specification items that have been failed more than once during previous operations will require the Contractor to submit an Action Plan within 14 days of receipt of a request by the Client, on how this will be rectified and maintained to the contract specification within one month.

3.3 Contract Break Clause

The Client may terminate the contract with one month's notice if: -

- a) The contractor fails to perform the work to the specification contained in this contract within one month of the request of an Action Plan by the Client
- b) The contractor provides false, misleading or incomplete tender information which is material to the performance of the contract
- c) The contractor is declared bankrupt, insolvent or goes into liquidation
- d) The Contractor fails to observe, implement or comply with legal duties imposed by current legislation

3.4 Response Protocol

All correspondence received, must be recorded, and responded within 3 working days to acknowledge receipt and 10 working days to provide a substantive response.

3.5 Variations to Asset Types

a) Variations to a client asset or specified work need to be agreed between the Client and the Contractor within 5 working days and signed acceptance forms completed to ensure audit trail between Client and Contractor. Client / Contractor meetings may be required to assess site condition for each variation required.

b) All agreed variations need to be included in the next scheduled operation and invoiced at contracted rates. In the event of a variation to remove an asset or specified work, the Contractor is to cease work from the date of notification.

3.6 Monthly Report

The Contractor is to submit a monthly report with each invoice which must include, but not be limited to:

- Action Plan to include all performance failures
- Work carried out compared to the planned programme
- Service failures and action plan to prevent re-occurrence
- Health & Safety incidences including any near misses
- Suggestions for improving the service (including efficiencies)
- Customer correspondence

3.7 Annual Service Review

There will be an annual service review meeting in March between Client, contractor and Chairman of Client's Environment Committee.

4.0 LEGISLATION

4.1 Principal attention is protection of the public at all times, but particular attention shall be drawn to specific areas where vehicular traffic is present or nearby, gradients, slopes or banks which pose additional specific hazards or risk. In particular attention is drawn to the fact that several of the specification sites are within the A631 Bawtry Road dual carriageway or other major roads.

4.2 The Contractor must take into account that they will be working in public areas, and must work in a professional and safe manner in accordance with the Health and Safety at Work Act. Consideration must be given to all health and safety issues including speed and the limitations of the site. The contractor must always operate the appropriate equipment and maintain them within the equipment manufacturer's operating instructions complying with European Guidelines.

4.3 The contractor shall provide a full valid Health and Safety Policy, signed by the most senior person, which will be reviewed at suitable intervals to include changes in legislation, changing corporate circumstances, procedures set up within this policy remain effective, identifies responsibilities within this policy that are dutifully performed to meet all current legislation and guidance. The policy shall be provided on request and at suitable intervals to the client.

4.4 The contractor shall supply on request "Suitable and Sufficient" Risk Assessments on all work processes to be delivered as dutifully required and imposed by the Management of Health & Safety at Work Regulations 1999.

4.5 The above documentation will form the basis for the development of Safe Systems of Work as dutifully required and imposed by The Health & Safety at Work Act 1974 which shall display effective preventative and protective measures to eliminate or reduce hazards and risk in the workplace and these are to made be available to the client on request. In particular these safe systems should include adequate traffic management whilst working on Highways.

4.6 The Contractor will comply with all relevant environmental protection legislation. Particular attention is drawn to the protection of nesting birds. Any work that cannot be done due to these factors must be reported to the Client on the same working day. In addition, the contractor must comply with the duty of care for waste and all requirements for the safe use of pesticides.

4.7 The Contractor shall maintain its own public liability insurance of not less than £5m and have adequate employers liability insurance.

APPENDIX A – GARDENING AND LANDSCAPE SPECIFICATION
SUB-DIVISION OF TENDER QUOTATION FROM CONTRACTOR

