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GENERAL MAINTENANCE CONTRACT

LYNEHAM & BRADENSTOKE PARISH COUNCIL

1st NOVEMBER 2023 TO 31st OCTOBER 2026 (3 Years)

Areas to be maintained: Areas within the Parish as requested.

SCOPE OF SERVICES

General handyman services in and around the Parish of Lyneham and Bradenstoke.

The Parish Council maintains a separate Grounds Contract for grass cutting and related grounds maintenance – these tasks are excluded from this contract at this time.

The Parish Council maintains a separate Cleaning Contract for the Public Toilets – these tasks are excluded from this contract.

The purpose of securing these services is to improve the appearance and maintenance of the villages within the parish.

The Council expects services to include, but not be limited to:

- ⇒ Weed removal.
- ⇒ Painting
- ⇒ Cleaning (e.g., Bus Shelters)
- ⇒ Graffiti Removal
- ⇒ Repair of Council owned street furniture (e.g., seating)
- ⇒ Support to decorative planting Initiatives
- ⇒ Support to festive arrangements
- ⇒ Cleaning and repair (within scope of capabilities) to council owned play parks – **EM - I would recommend this to be removed as the Council needs to use a RoSPA certified company for insurance purposes.**
- ⇒ Undertake specific projects as defined by the council to the contractor for a specific one off fee which the contractor shall quote in advance.

For scope of services it is anticipated the council will require routine services one day per week.

GENERAL CONDITIONS



The successful Contractor will not be an employee of the Council but will be self-employed and therefore responsible for providing their own insurance cover and making their own income tax and national insurance arrangements, as appropriate.

The Contractor will be required to enter into a written agreement with the Council. Under the terms of the agreement with the Council, the Contractor will be required to undertake requested work with all necessary additional labour and assistance being provided and paid for by the Contractor.

The Contractor will carry out the works to the satisfaction of the Chairman / Clerk of the Council, whose directions as to the places where work is required shall be final and binding in relation to work carried out under the contract.

The Contractor shall be paid in 36 equal monthly instalments with the first payment to be made one month after the commencement date of the signed contract.

Any gates must be fastened and locked after work has been completed. Any damage to trees, hedges, fences, or other fixed objects must be reported to the Parish Clerk within 24 hours.

VARIANCE

The Parish Council retains the right to amend, remove or add land and amend the frequency of requirement, after prior negotiation with the contractor.

NOTICE

The Parish Council may give one month's notice to cease the contract in the event of unsatisfactory or uncompleted work.

WORKING HOURS

The Contractor shall not perform the Services at any Location outside the following times:

- 7.30 am and 6.00 pm, Mondays to Fridays, and 8.00 am to 1.00pm on Saturdays.
- In addition, the Contractor shall not use noisy equipment such as leaf blowers and lawn mowers before 9.00am. For the avoidance of doubt, where any dispute arises as to whether equipment is noisy the decision of the Clerk to the Council shall be final.



These hours may be varied in the event of an emergency either by permission of the Clerk to the Council or at their instigation. In either case the Variation will be confirmed within 24 hours.

INSURANCE:

The Contractor shall at all times duly insure themselves and all persons, if any, employed by them against accident and liability to the public and shall indemnify the Council against all liability in that connection to a minimum sum of £5 million. A copy of the Contractor's insurance policy along with the latest premium receipt shall be given to the Council at or before the signing of the contract, and as and when such insurance policy is renewed or substituted during the currency of the contract the Contractor shall forthwith forward a copy of the relevant premium receipt together with a copy of any substitute insurance policy (if applicable) to the Clerk of the Council.

ACCESS

Access to some of the Locations to be maintained is restrictive of the size of vehicle/machine that can be used. It is the responsibility of the Contractor to acquaint themselves with the access to each Location, and any other problems affecting access relating to all Locations.

The Contractor shall avoid, where possible, vehicle encroachment onto grass and other areas, except where vehicle encroachment is absolutely necessary for effective performance of the Contract. In any event, the Contractor shall not encroach onto such areas during excessively wet ground conditions.

Any damage caused due to encroachment onto grass and other areas by the Contractor's plant or vehicles shall be made good at the Contractor's expense and within time limits specified by the Property Manager.

SAFETY, HEALTH AND WELFARE MEASURES

The Contractor shall ensure that all safety and welfare measures required by virtue of Clause 18 of the Conditions and the provisions of any enactment or Regulations are strictly complied with, including without limitation,

- The Construction (Lifting Operations) Regulations 1961,
- The Construction (General Provisions) Regulations 1961,
- The Factories Act 1961,
- Agriculture (Field Machinery) Regulations 1962,
- The Offices, Shops and Railway Premises Act 1963,
- The Construction (Health and Welfare) Regulations 1966,
- The Construction (Working Places) Regulations 1966,
- The Asbestos Regulations 1969,



- The Highways Act 1971,
- The Poisons Act 1972,
- The Health and Safety at Work Act 1974,
- The Control of Pollution Act 1974,
- Control of Pollution (Special Waste) Regulations 1980,
- Food and Environment Protection Act 1985,
- The Control of Pesticides Regulations 1986,
- The Straw and Stubble Burning Code 1986,
- The Highways (Amendment) Act 1986,
- The Control of Asbestos at Work Regulations 1987
- The Control of Substances Hazardous for Health Regulations 1989
- Electricity at Work Regulations 1989/Noise at Work Regulations 1989
- The Water Act 1991

together with all amendments to the above regulations and enactments and the working rules or Codes of Practice of any industry whether instituted by the industry or government of any other competent body.

All Works in connection with this Contract shall be carried out using all necessary protective equipment, clothing etc. All relevant safety equipment (PPE) must conform to British Standard BS 7971 and is to be provided and worn when carrying out works.

The Contractor shall provide and maintain all such vehicles, tools and machinery as are necessary for the proper performance of the services including fuel. The Contractor shall, at their expense, keep all vehicles, tools and machinery in good and serviceable repair.

Where strimmers/brushcutters are being used, the Contractor shall provide the following minimum safety equipment for use by the operator(s),

- Safety helmet to British Standards, currently BS 4423
- Gloves
- Goggles/eye shield
- Safety boots (with internal or external steel toe-cap)
- Ear-defenders
- First Aid Kit

The Contractor shall inform the Clerk to the Council immediately of any unsafe feature or any matter or cause for public concern on any Location at which he is providing the Services. The Contractor shall confirm these details in writing within 48 hours.

The Contractor shall provide and maintain all necessary facilities for their own employees and for those employed by Sub-Contractors, including washing facilities.

ACCIDENT REPORT



In the event of an accident or a dangerous occurrence the Contractor will prepare a report. A copy of all accident reports or reports of dangerous occurrences occurring in relation to this Contract shall be sent to the Clerk to the Council who is responsible for the Location at which the incident occurred within 48 hours of the occurrence.

LEGAL REQUIREMENTS

The Contractor shall satisfy himself as to, and comply with, all Legal Requirements affecting the provision of the Services and in particular (but without limitation) with regard to the control of traffic and the conduct of persons and shall pay any costs or expenses incurred in complying therewith.

NOISE CONTROL

The Contractor shall ensure that all measures to control the noise levels produced by their operations on site required under or by virtue of any enactment or regulation or by the working rules of any industry, are strictly complied with.

The Contractor's attention is drawn in particular to the Noise Abatement Act 1960 and the Control of Pollution Act 1974 and all amendments thereto, and Paragraph 2 of these Preliminaries "Working Hours". Attention is also drawn to the Noise at Work Regulations 1989.

TOOLS AND PLANT

The Contractor shall provide all tools, plant, vehicles, implements and machinery necessary for the proper execution of the services and clear away on completion. All Contractor's vehicles are to be clearly marked with the name of the Contractor.

Plant and tools shall always be used in the correct manner and for the correct purpose. All plant and tools shall be provided with the correct guarding, interlocking devices etc. The safety devices shall always be used when operating any tools and/or plant. Any plant and tools shall be satisfactorily maintained, and records of maintenance shall be available for inspection.

MATERIALS

All vehicles, materials, equipment, and chemicals to be used in connection with the provision of the Services shall be supplied by the Contractor and included in the rate.

REMOVAL OF LITTER, RUBBISH AND ARISINGS PRIOR TO AND ON COMPLETION OF WORKS

Prior to commencing any operation on a landscape feature the Contractor shall first collect all litter, debris, and other deleterious matter from the landscape feature.



The Contractor shall remove from the Location rubbish and litter arising from Services provided under this Contract both as it accumulates from time to time and at the completion of every working day. This includes all trimmings and pruning arising from work operations, edging and leaf clearance operations, and all other debris or litter.

INCLEMENT WEATHER

The Contractor shall perform the Standard Services and Additional Services to the Contract Standard and in accordance with the programme of works regardless of the weather or climatic conditions. In exceptionally adverse weather conditions, the Contractor may seek the Clerk to the Council’s approval to suspend all or any part of the Services for the period during which the adverse weather conditions continue. The Clerk to the Council acting reasonably and without undue delay may give such approval.

Contractor Signature _____

Date _____

Elizabeth Martin
Parish Clerk
On behalf of Lyneham & Bradenstoke Parish Council