

BARNT GREEN PARISH COUNCIL

80 Hewell Road, Birmingham, B45 8NF

0121 447 9893

exec@barntgreen.org.uk
www.barntgreen.org.uk



Outdoor Parish Caretaker Contract 1 April 2021 – 31 March 2024

SCHEDULE 1 - SERVICES AGREEMENT

This agreement is made on 1 April 2021 between Barnt Green Parish Council ('the Council') of 80 Hewell Road, Barnt Green B45 8NF and Andlin Cleaning and Maintenance Limited ('the Contractor')

Agreed terms

1 Definitions

In this contract the following expressions shall have the meanings hereby assigned to them:

'Agreement' - the Information and Instructions for carrying out the contract, the Specification

'Executive Officer' - the Executive Officer (Clerk) to Barnt Green Parish Council

'Contractor' - Andlin Cleaning and Maintenance Limited

'Council' - Barnt Green Parish Council

'Contractor's Staff' - those persons who may be employed or engaged by the Contractor from time to time to perform this Agreement on its behalf. The definition of 'Contractor's Staff' will also include the staff of any permitted sub-contractor who are performing the Contractor's obligations under this Agreement from time to time.

2 Variation of Agreement

Variations to Schedule 2 - Services Specification may be proposed by the Council or the Contractor. Any agreed variations shall be confirmed in writing by the Council.

3 Performance of Service

The Contractor shall perform the services in a manner consistent with the terms and conditions of the Agreement and to the satisfaction of the Executive Officer. All operations shall be carried out by the Contractor without unreasonable noise and disturbance so as not to interfere with the convenience of the public, access to, or occupation of public roads, private or public footpaths or properties and the Contractor shall indemnify the Council in respect of all claims, demands, proceedings, costs, and expenses whatsoever arising out of, or in relation to, any such matters.

4 Works Required

The Contractor shall carry out the works detailed in Schedule 2 - Services Specification.

5 Times of Work

The times of work shall be flexible. The Contractor may work between the hours of 7.00 am and 6.00 pm on Monday, Tuesday, Wednesday, Thursday, and Friday. The Contractor is not expected to work on Saturday, Sunday or Bank Holidays unless so requested by the Executive Officer.

6 Reporting

The Contractor shall provide, on the first working day of each week, a written report using the parish council's report document, detailing all work undertaken the previous week, including supportive evidence and weekly timesheet. The Contractor will also, by way of this weekly report, make proposals for other work that has been identified as being necessary to carry out. The Executive Officer may check progress by visiting a job site at any time without notice to the Contractor.

The Contractor will meet with the Executive Officer regularly at such times as the Executive Officer may reasonably request at the Council Offices in Barnt Green or other site within the parish to review progress on the contract and to consider work to be carried out in the following future.

7 Invoicing and Payment

The annual cost to the Council of the Services provided by the Contractor is presented in the table below.

YEAR	Cost per month	Cost per annum
Apr 21 – Mar 22	£450.00	£5,400
Apr 22 – Mar 23	£498.00	£5,976
Apr 23 – Mar 24	£544.50	£6,534

This will be paid in twelve equal instalments. Invoices should be produced monthly by the last day of the month.

The invoice will be checked and verified by the Executive Officer and presented to authorised councillors for payment within 30 days of receipt.

8 Additional Services

In respect of pricing for the work to be carried out under this Contract, the Contractor must give a quote for the length of time needed to carry out any additional work, as well as the cost of materials. Other than where work is of an urgent nature (where approval will be given by telephone), this approval will be given in writing or in an email by the Executive Officer. Any work carried out by the Contractor without prior authorisation will not be paid.

9 Vehicles, Tools & Machinery

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 his expense, put and keep all vehicles, tools and machinery in good and serviceable repair. Tools and machinery or any other items not owned by the Council cannot be stored on Council property unless agreed in writing with the Executive Officer.

10 Safety

The Contractor shall take precautions as are necessary to protect the health and safety of all persons employed by the Contractor, the Council, and the general public. The Contractor shall comply with the Health & Safety at Work Act and all other Acts or Regulations pertaining to the health and safety of the Contractor's staff who must have been appropriately trained. The Contractor shall provide, if asked, adequate proof that all the Contractor's staff are well trained and conversant with Health & Safety legislation and are competent in their operating methods.

All relevant safety equipment (PPE) shall be provided at all times by the Contractor and worn by the Contractor's staff when carrying out works.

The Contractor is required to notify the Executive Officer immediately of any accidents, near misses or environmental incidents such as oil or diesel spillages. The Contractor is expected to carry spillage kits.

The Contractor shall undertake appropriate Risk Assessments and document such actions. The Contractor shall provide Method Statements when required.

11 Materials

The Contractor shall provide and maintain all materials as is necessary for the proper performance of the services. Materials and any other items not owned by the Council cannot be stored on Council property unless agreed in writing with the Executive Officer.

12 Liability

The Contractor shall fully indemnify the Council against any expense, liability, loss, claim, or proceedings arising in respect of personal injury to any person or damage to any property arising from the performance of the services or any act, neglect, or omission of any employee of the Contractor, howsoever such liability may arise.

13 Insurance

The Contractor shall fully insure and indemnify himself against any liability in the sum of at least £10 million for each claim:

- i) to the Council and to any employee of the Council,
- ii) to the employees of the Contractor,
- iii) to any other person, for any damage, loss, or injury

A current Certificate of Insurance to this effect must be produced to the Executive Officer prior to commencement of this Agreement and then annually on the anniversary of first commencement during the continuance of this agreement.

14 Termination of Agreement

Subject to a satisfactory performance, this Agreement is for three years to 31 March 2024.

This agreement may be terminated by either the Council or the Contractor having given three months' written notice expiring at any time.

This Agreement may be terminated by the Council immediately if the Contractor:

- i) has failed to respond satisfactorily within 14 days to a written notice of default issued by the Executive Officer or
- ii) is the subject of proceedings in voluntary or involuntary bankruptcy or
- iii) enters any arrangements or takes any action which could, in the reasonable opinion of the Council affect the good reputation of the Council either directly or indirectly.

15 Assignment and Sub-Contracting


The Contractor may not assign sub-contract or otherwise transfer this Agreement or any of its rights and/or obligations under this Agreement, whether in whole or in part, without the prior written consent of the Council.

16 Good faith and collaborative working

The parties shall at all times act in good faith towards each other and shall establish, develop, and implement a collaborative relationship based on trust, fairness and mutual co-operation, and shall freely share information with the objective of enabling the Council to effectively provide the relevant services for the benefit of the Council's administrative area.

Signed: 
On behalf of Barnt Green Parish Council

Date: 29.3.21.

Signed: 
Andrew Carter (Mar 26, 2021 15:32 GMT)
Andlin Cleaning and Maintenance Ltd

Date: Mar 26, 2021

BARNT GREEN PARISH COUNCIL

Schedule 2: Services Specification for Parish Outdoor Caretaker / Handyman

TASK No	TASK	TASK DETAIL
1	Litter picking	<p>To collect and appropriately dispose of litter from the public open spaces (specifically Barnt Green playing field, Millennium Park, and commuter car park), and the road-side verges within Barnt Green parish.</p> <p>Litter means any waste that is discarded improperly and includes, but is not limited to:</p> <ul style="list-style-type: none"> · Paper and cardboard, including containers and boxes. · Plastic, including containers, boxes, bags, and bottles. · Glass, including bottles and the results of breakages of vehicle glass. · Wood, including containers, boxes, pallets, and furniture. · Scrap metal of all sorts, excluding single items of weight greater than 25 kilograms. · Small items of Waste Electrical and Electronic Equipment (WEEE). · Fabrics, including clothing, rags, curtains, and carpets. · Animal fouling, bird droppings and bird and small animal carcasses. · Fresh chewing gum. · Food and food wrappers. · Cigarette litter. · Any other matter considered Litter as determined by the Authorised Officer.
2	Play equipment	<p>To undertake a weekly visual inspection of children's play equipment, specifically: Barnt Green Playing Field:</p> <ul style="list-style-type: none"> - Agility Trail - Basketball goal post and surfacing - Football goal posts <p>Millennium Park</p> <ul style="list-style-type: none"> - Carousel and surfacing - Climber Trail and matting - Multi-play and surfacing - Slide and surfacing - Swings and surfacing

3	Millennium Park and Barnt Green Playing Field	<p>To undertake a weekly inspection of:</p> <ul style="list-style-type: none"> - General ground conditions - Litter bins - Seating - Gates - Fencing - Planting - Storage Shed <p>Also, at Barnt Green playing field:</p> <ul style="list-style-type: none"> - To undertake a weekly inspection of stream area, culvert, and wooded copse - Re-fill the dog-waste bags dispenser(s)
4	Defibrillator, Hewell Rd	<p>To undertake a weekly visual inspection of the defibrillator, specifically to check:</p> <ul style="list-style-type: none"> - it is 'rescue ready' - the instructions are clear to users - the cabinet number is clear and easy to read.
5	Flower planter watering and maintenance	<p>To water the floral planters (frequency as required):</p> <ul style="list-style-type: none"> • in village centre, Hewell Road (6 no.), • in Millennium Park (3 no.), • on Kendal End Road and Hewell Road/Sandhills Lane corner (2 no. beehive) <p>To maintain the flowers in the above planters to include weeding, dead-heading, and removal of dead plants.</p>
6	Street furniture maintenance	<p>To check on the condition of each piece of street furniture and report monthly. Roadside seating:</p> <ul style="list-style-type: none"> • Corner of Bittell Road with Bittell Farm Road • Corner of Bittell Lane with Bittell Road • Corner of Hewell Road with Orchard Croft • Corner of Hewell Road with Station Approach • Hewell Road outside Millennium Park (by bus shelter) • Blackwell Road, overlooking railway line (off footpath) <p>Parish Notice Boards</p> <ul style="list-style-type: none"> • Playing field car park, off Bitten Road • Corner Hewell Road with Station Approach • Hewell Road outside Millennium Park (by bus shelter) <p>Parish Map Board</p> <ul style="list-style-type: none"> • Hewell Road, outside Millennium Park (bv bus shelter)

7	Bus shelter maintenance	<p>To undertake a weekly visual inspection of the bus shelter and more specifically:</p> <ul style="list-style-type: none"> - remove any out of date posters, litter and chewing gum - check the seating for splinters and lost items - sweep out and clean with dilute solution of disinfectant <p>Occasional maintenance will be required to woodwork, guttering, tiling etc.</p>
8	Occasional garden-related maintenance at these and other public realm sites in the parish	<p>To maintain the village environment to be as welcoming as possible, generally:</p> <ul style="list-style-type: none"> - remove weeds from playing field and public realm areas, specifically Himalayan Balsam and Ragwort - attend to neglected areas to improve aspect (ownership queries to be resolved by Parish-Council), to include hedge cutting, planting, weeding, sweeping - report only any works expected of the Lengthsman service, eg: <ul style="list-style-type: none"> • drainage issues relating to highways gullies, drains and ditches • removal of highways vegetation, hedges, siding out footways • vehicle activated signs, cleaning of highways signs, illegal fly posting/tipping
9	Commuters' Car Park Fiery Hill Road	<p>To undertake a weekly visual inspection of the car park and more specifically:</p> <ul style="list-style-type: none"> • Sweep surface to clear grit, leaves, litter, mud and dispose of appropriately • Check gullies and drains are free-running • Maintain hedge height at no more than 1.5 metres • Check all parking bays are clearly marked • Undertake maintenance work as required.
10	Special events and emergency works, if required	<p>To be available to attend and support parish council events as may take place from time to time. To be available to attend and deal with emergency works as and when they may arise, in consultation with the Executive Officer, and the parish council Chairman.</p>
11	Regular review of the parish environment and report	<p>To maintain a regular review of the condition of the local environment and, in addition to the weekly and monthly reporting, to report any items or incidences that give rise to concern or that will be of interest to the parish council.</p>