

CUSOP PARISH COUNCIL

CONTRACT – MINOR HIGHWAYS MAINTENANCE SCHEME

An agreement made the day of , two thousand and twenty between Cusop Parish Council (hereinafter called “The Council”) of the one part and Mr Martin Leighton (hereinafter called “The Contractor”) of the other part.

1. HIGHWAY MAINTENANCE

- 1.1 The Contractor shall with due care carry out:
 - a) highway maintenance on all roads contained within the Parish of Cusop (Annex 2) as specified in the Highway Maintenance Schedule (Annex 1) and
or,
 - b) any nominated task as specified on a Parish Council Work Order (Annex 3).
- 1.2 The Contractor shall comply with the relevant statutory requirements (including Health and Safety at Work legislation) at all times in carrying out the highway maintenance
- 1.3 The Contractor in carrying out the highway maintenance shall not impede the passage of vehicles except to the extent that it is necessary to do so and shall safeguard the passage of pedestrians and shall use signs and cones when necessary for the guidance and protection of the public.
- 1.4 The work shall be carried out to the satisfaction of the Scheme Administrator appointed for the time being by the Council.
- 1.5 The directions of the Scheme Administrator as to places where work is required shall be binding and final.

2. DURATION

The period of this Agreement shall (subject to clause 5) be from 1st November 2020 to 31st October 2021.

3. INDEMNITY AND INSURANCE

- 3.1 The Contractor shall indemnify the Council against all claims arising out of the Highway Maintenance undertaken or to be undertaken by the Contractor under this Agreement except to the extent that the claim arose out of the act or omission of the Council.
- 3.2 The Contractor shall maintain an insurance policy with a reputable insurance company to provide cover against any claim arising out of the indemnity in the previous clause 3.1 to a minimum level cover of £5,000,000.

4. HOURS OF EMPLOYMENT

- 4.1 An average of 15 hours per month will be allowed for work specified in Annex 1. Work above this limit must be approved by the Scheme Administrator and specified in a Work Order (Annex 3)

5. PAYMENT

- 5.1 The Contractor shall be paid () per hour plus VAT.

- 5.2 The work carried out by the Contractor shall be recorded by the Contractor on a worksheet (in a form approved by the Council) and submitted at least quarterly to the Scheme Administrator.
- 5.3 The Contractor shall be responsible for statutory deductions and any other like impositions resulting from payment according to clause 5.1
- 5.4 Claims for payment should be made during the first week of any month to enable them to be placed before Council for payment that month.

6. TERMINATION

- 6.1 If the Contractor fails to perform the work to the satisfaction of the Council, the Council shall be entitled to terminate this Agreement by written notice having immediate effect if the default is not remedied within such period as the Council may stipulate.
- 6.2 This agreement may be terminated at any time by either party by giving one month's notice in writing to the other party.

7. SUB-CONTRACTING AND ASSIGNMENT

The Contractor shall not sub-contract or assign the Agreement without prior written consent of the Council.

8. SUPERVISION AND GUIDANCE

The Council shall be entitled to provide guidance on the highway maintenance work and the manner in which it shall be carried out as necessary and the Contractor shall comply with such guidance.

9. CERTIFICATION

The contractor shall provide evidence of T1 signage certification and a CDCS card.

ANNEX 1

Highway maintenance

Tasks	Minimum frequency	Standard
1. Verge Cutting	As required to maintain site lines and drainage	Maximum height immediately after cutting 50mm
2. Hedge management	As necessary	Arrange cutting back of overgrown hedges encroaching on footways (hedges may be in private ownership and first approach should be to the owner occupier) Strim overgrowth along footways in pavement areas. Clear foliage from blocking visibility of road traffic signs and sight lines.
3. Drainage	As necessary in liaison with Area Teams	Clear leaves and other debris from gully grid tops, drainage grips and entrances and exits from highway culverts.
4. Minor Storm debris and litter	As necessary	Clear all minor storm debris discharged onto highway and keep tidy all specified roads
5. Traffic signs	As necessary	Ensure legibility and visibility of traffic signs including straightening, cleaning and removing vegetation.
6. Pavements & gutters	Max twice during Autumn	Clear leaves
	As necessary	Spray or remove weeds and moss.
7. Seats	As necessary	Enable easy use of seats by maintenance of grass and other vegetation.
8. Playing Field	At least monthly	Empty litter bin and place contents in plastic sack at roadside for Tuesday morning collection.
9. Nominated Task – specific Minor Highway Maintenance item	As and when agreed by the Scheme Administrator	

CUSOP PARISH COUNCIL

Minor Highways Maintenance Scheme

Order Number

Date _____

Instructed by Scheme Administrator

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Total of work in the work stage:

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[illegible]

= £

= £

= £

Claimed by

Signed

Date _____

Checked and authorised by
