

Dated 1st May 2024

WALFORD PARISH COUNCIL

and

Terry Griffiths Contracts

AGREEMENT

**Under Section 19 of the Local Government Act 2000
for the undertaking of minor public realm maintenance works**

1. INTERPRETATION

In this Agreement the following expressions shall have the following meanings: -

"The Council"	shall mean Herefordshire County Council
"The Managing Agent"	Shall mean Balfour Beatty Living Places
"The Parish"	shall mean Walford Parish Council who shall be represented by the Parish Clerk
"Public Realm Maintenance"	shall comprise the minor Core Public Realm Maintenance work specified in Schedule A
"Public Realm"	shall comprise the highways, public rights of way and public open spaces specified in Schedule A
"The Lengthsman"	shall mean the person or persons contracted by the Parish to carry out the Public Realm Maintenance.
"The Lengthsman Coordinator"	shall mean the person appointed by the Parish Council to liaise between the Parish Clerk and the Lengthsman to identify work to be authorised by the Parish Clerk and confirm completion of work for payment by the Parish Council, under Schedule A.
"Nominated Task"	shall mean such tasks as are authorised either verbally or in writing by the Parish Clerk.

2. PURPOSE OF AGREEMENT

- 2.1 The Parish is desirous of minor Public Realm Maintenance work being carried out by the Lengthsman to meet the requirements of the Parish.
- 2.2 This Agreement is entered to provide the terms under which that minor Public Realm Maintenance work shall be carried out through the powers of the Council to delegate to the Parish under Section 19 Local Government Act 2000 and all other enabling powers.

3. DURATION OF THIS AGREEMENT

- 3.1 This Agreement shall commence on the first day of ...February 2024.....

and shall continue until either party gives notice under the Agreement to terminate it. In any event this contract shall be formally reviewed every three (3) years.

- 3.2 Both the Parish and the Lengthsman shall have the right to terminate this Agreement on giving three months' written notice to the other party.

4. PUBLIC REALM MAINTENANCE

4.1 The Lengthsman shall with all reasonable skill care and attention and in accordance with good industry practice carry out or arrange for the carrying out by the Lengthsman to the requirements of the Parish and in compliance with the materials and standards approved by the Council and in compliance with the materials and standards approved by the Council or the Managing Agent.

(a) the Public Realm Maintenance on the Public Realm to at least the standard and the minimum level of frequency specified in Schedule A

(b) any Nominated Task.

4.2 The Lengthsman shall comply with all relevant statutory requirements (including Health and Safety at Work Legislation) in carrying out the Public Realm Maintenance. All works will be carried out in accordance with the Safety at Street Works and Road Works: Code of Practice 2013.

4.3 Wherever the Public Realm Maintenance works have been identified as street works in accordance with section 48 of the New roads and Street Works Act 1991 "street works" meaning works of any of the following kinds (other than works for road purposes) executed in a street in pursuance of a statutory right or a street works licence:

(a) placing apparatus, or

(b) inspecting, maintaining, adjusting, repairing, altering or renewing apparatus, changing the position of apparatus or removing it, or works required for or incidental to any such works (including, in particular, breaking up or opening the street, or any sewer, drain or tunnel under it, or tunnelling or boring under the street).

Or where the Council has identified said works as being the equivalent to street works.

Then the Parish, Lengthsman and the Managing Agent shall work together to ensure that the Lengthsman and those who supervise the Lengthsman in these works shall be qualified in accordance with any requirements of the Council and section 67 of the New Roads and Street Works Act 1991. For clarity, the requirements for the qualifications of supervisors and operatives under section 67 of the New roads and Street Works Act 1991, are:

(1) It is the duty of an undertaker executing street works involving—

(a) breaking up the street, or any sewer, drain or tunnel under it, or

(b) tunnelling or boring under the street,

to secure that, except in such cases as may be prescribed, the execution of the works is supervised by a person having a prescribed qualification as a supervisor.

(2) It is the duty of an undertaker executing street works involving—

(a) breaking up or opening the street, or any sewer, drain or tunnel under it, or

(b) tunnelling or boring under the street,

to secure that, except in such cases as may be prescribed, there is always on site when any such works are in progress at least one person having a prescribed qualification as a trained operative.

- 4.4 The Lengthsman in carrying out the Public Realm 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 and to comply with the standards of the Council including any Code of Practice issued by the Council, or the Managing Agent to the Parish. The Parish shall provide a minimum two weeks' notice to the Managing Agent of any works that may significantly impede traffic flow.
- 4.5 The Lengthsman shall liaise with the Parish and the Managing Agent who shall be responsible for notifying the Traffic Manager or his representative in accordance with the requirements of the Traffic Management Act 2004 and any associated legislation, regulation or working arrangements agreed between the Council and the Managing Agent. This to avoid unnecessary disruption to the travelling public and any conflict between different works being carried out on the Public Realm or other highways. If required to do so by the Council's Traffic Manager or his representative in the Managing Agent the Parish will reschedule, or revise the extent of, their works in line with any request made. Such requests will normally be made through the Managing Agent.
- 4.6 If the Council or its Managing Agent considers that any Public Realm Maintenance undertaken by the Parish or any of its Lengthsmans is inadequate, unsafe or generally does not meet the standards set out in this Agreement then the Parish may require the Lengthsman at its own expense to reschedule and re-perform the Public Realm Maintenance correctly within such reasonable time as may be specified by the Parish.
- 4.7 The Parish shall ensure that any Lengthsman appointed under this Agreement has the requisite qualifications, skills and experience necessary for the proper performance of the Public Realm Maintenance. The Parish reserves the right (acting reasonably) to require that a Lengthsman is immediately removed from Public Realm Maintenance work in circumstances where the Parish has reasonable grounds to believe that the Lengthsman is unsuitable, whether based on the Lengthsmans qualifications, skills or experience or on the basis of Public Realm Maintenance work already undertaken by the Lengthsman.

5. INDEMNITY AND INSURANCE

- 5.1 The Lengthsman shall indemnify the Parish against all claims arising out of the Public Realm Maintenance undertaken or to be undertaken by the Lengthsman under this Agreement except to the extent that the claim arose out of the act or omission of the Parish.
- 5.2 The Lengthsman shall maintain an insurance policy with a reputable insurance company to provide cover against any claim arising out of the indemnity in clause 5.1 to a minimum level of cover of £5m. The Lengthsman shall provide a copy of the insurance certificate to the Parish Clerk at the commencement of this Agreement and annually thereafter.

6. PAYMENT

- 6.1 The Lengthsman shall be paid £ 440 per maintenance day (subject to annual review), the Lengthsman shall notify the Parish if additional operatives / resources are needed. Approval by the Parish Clerk is required before works can take place together with the rate for any additional operatives / resources.
- 6.2 The hire of specialist equipment and purchase of materials will require prior approval by the Parish Clerk and shall be paid for at cost.

6.3 The approved work carried out by the Lengthsman shall be recorded on a worksheet (in a form approved by the Chair and Clerk of the Parish) and submitted to the Parish Clerk together with an invoice.

6.4 The Lengthsman shall be paid within 30 days of the approval for payment by the Parish

6.5 The Lengthsman shall be responsible for all statutory deductions resulting from payment according to clause 6.1.

7. WORKING HOURS

7.1 It is anticipated that the Lengthsman services will equate to approximately 150 hours per annum

7.2 Nominated Tasks will be categorised as:

Normal to be commenced within 15 working days

Urgent to be commenced within 7 working days

Exceptional to be mutually agreed between the Lengthsman and Parish Clerk, regarding start time and any additional payment

8. GUIDANCE

8.1 The Lengthsman Coordinator / Managing Agent shall provide guidance on the Public Realm Maintenance work and the way it shall be carried out, as necessary. The Lengthsman Coordinator will confirm to the Lengthsman what area to cover during a maintenance day by e-mail copied to the Parish Clerk.

8.2 The Lengthsman Coordinator / Managing Agent shall on occasions inspect the Public Realm Maintenance and give advice, if necessary.

9. VARIATION

9.1 The Parish Council and the Lengthsman reserve the right at any time to agree to vary the terms of this Agreement

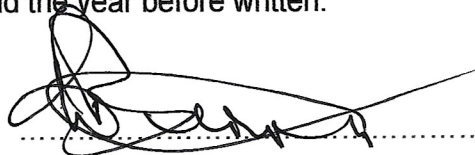
10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

10.1 This Agreement does not confer rights to any third party pursuant to the Contracts (Rights of Third Parties) Act 1999

IN WITNESS WHEREOF

This Agreement is executed the day and the year before written:

Signed on behalf of the Parish Council



30/4/2024

Signed by the Lengthsman



SCHEDULE A

PUBLIC REALM MAINTENANCE

Parish employed Lengthsman

Tasks	Minimum Frequency	Standard
Drainage	16 maintenance days annually. Drainage work to be carried out annually by rotation in the following parish areas: Leys Hill, Bulls Hill, Howle Hill, Hom Green, Deepdean, and other C and U roads in the parish. Additional areas as required.	Clear existing ditches, grips, clear out roads' gullies Jet connecting pipes Clear road culvert headwalls Check inspection pits Clear headwalls Clear existing grips & reform leads Clear minor obstructions from roadside ditches and reform leads
Non-illuminated traffic signs	As required	Ensure legibility and visibility of traffic signs including straightening, cleaning, and removing vegetation.
Verge cutting	As required	Strim verges, cut back hedgerows on bends & junctions Strim round road signs, cut back undergrowth Strim round grit boxes, cut undergrowth, verge cut
Bus shelters	As required	Cleaning and removing debris
Salt bins	When requested by the Parish Clerk.	Top up salt bins
Nominated Task – Specific minor Highway Maintenance items	As required	Mow & strim footway on B4234 Keep the walking surface clear & clean

Public Rights of Way

Cutting back vegetation & strimming	As required	
Styles	As required	
Renewing signs	As required	
Other work on a reactive basis	As required	

Note:

Provided that the Lengthsman shall ensure compliance with any statutory requirements, organic material may be burnt. All other waste must be disposed of at an approved site.