

Churchill & Blakedown Parish Council

Contract specification for 3-year Bin Emptying contract – 1st April 2026 to 31st March 2029

For:

Bin emptying, risk management
and general maintenance within the parish of Churchill & Blakedown

Contract No: 02

1.0 Introduction

This Contract is for services to be provided to **Churchill and Blakedown Parish Council** ('the Client') to provide emptying of street bins, risk management and general maintenance in the parish of Churchill and Blakedown.

The Parish Council (PC) representative is the Clerk, who will be the day-to-day contact. All matters will be dealt with by the Clerk. In the absence of the Clerk matters will be dealt with by the Chairman of the Parish Council.

All services paid for by the council will be delivered in a timely manner and in accordance with the contract. A timetable will be used as a performance measure.

1.1 Statutory requirements

The Contractor shall comply with the provisions of any Act of Parliament affecting or relating to the bin emptying and with the regulations and by-laws of the local authority.

Any penalties prescribed by law and any consequent costs resulting from the Contractor failing to carry out those statutory duties must be paid by the Contractor or recovered as a debt from the Contractor.

1.1.1 Provisions in Law

The Contractor must acquaint itself with the relevant provisions of:-

- a) Environmental Protection Act 1990.
- b) Environmental Protection (Duty of Care) Regulations 1991.
- c) Control of Pollution (Amendment) Act 1989.
- d) The Controlled Waste (Regulation of Carriers & Seizure of Vehicles) Regulations 1991.

All of which are concerned with the transportation and disposal of waste and arising's which will result from carrying out work within this Contract. In addition, the contractor must be acquainted with and take notice of any amending legislation which may be enacted during the life of this Contract, and which will affect the performance of the service.

1.1.2 Accidents and Damage

Any accidental damage caused to surrounds or any other structures, including third party property, must be reported to the parish clerk on the day of such damage occurring, either by telephone or e-mail, and a message left in no-one is available to take the call. The Contractor will be liable for any restoration costs. The Contractor will agree to indemnify the Parish Council for any claims against it arising out of actions carried out by the Contractor. The Contractor is expected to hold a current Indemnity Policy and/or Liability Insurance Policy – a copy of which must be provided to the Parish Council (see below).

The Contractor is to provide all plant, labour and materials, including fuel, to carry out the operations detailed in the specification.

In carrying out such work the Contractor will ensure that its staff always conduct themselves in an appropriate manner as representing Churchill and Blakedown Parish Council.

1.1.3 Insurance

The Contractor shall have Public Liability Insurance in the sum of at least £10,000,000 and a copy of the Public Liability Certificate and Insurance Schedule should be sent to the Clerk. There must be adequate insurance to cover a third-party claim that may arise out of the contractor's negligence.

The contractor must have employers' liability insurance for their employees.

The contractor is responsible for the cost of any remedial work if their actions damage property.

Prior to the commencement of the contract and whenever required by the Parish Council the Contractor shall produce Risk Assessments for the works as required by the Management of Health and Safety at Work Regulations 1999 – Approved Code of Practice.

1.1.4 Facilities for Workmen

The parish council will not be responsible for the provision on-site of shelter or sanitary arrangements. All facilities for workmen shall be the responsibility of the Contractor. The Contractor shall provide protective clothing, equipment and first aid equipment for all workers employed on any work carried out within this Contract, the first aid equipment being immediately available at all sites where work is being carried out.

The contractor and all employees shall observe and comply with the provision of the Health and Safety at Work Act 1974 and any further relevant legislation which may be enacted during the period of this Contract.

1.1.5 Tools, Machinery, Plant and Vehicles

The Contractor shall supply all tools, machinery, plant, and vehicles to be used for carrying out the work contained within this Contract. All tools, machinery, plant, and vehicles employed on the works shall be of a suitable type and construction, safe in use, properly maintained in accordance with manufacturer's instructions and shall conform to all current legislation and any which may be enacted during the period of this Contract and any appropriate British Standard and/or their European equivalent. The Parish Council reserves the right for its representative to carry out spot checks on all equipment, tools, machinery, plant and vehicles being used, and any item which does not comply with the Specification may be condemned by the Parish Council's

representative and, if condemned, forthwith removed by the Contractor from the performance of the work.

It is the responsibility of the Contractor to ensure that the tools, machinery, plant, and vehicles to be used are sufficient for the proper execution of all work contained within the Contract.

1.1.6 Health and safety

- The contractor shall ensure that any machinery and equipment used shall be safe and properly maintained.
- Any machinery must not be left unattended at any time.
- Operatives must wear appropriate PPE.
- Any chemicals used must be in accordance with current horticultural good practice and COSHH assessments must be available for inspection, if requested.

The Contractor will comply with the Health & Safety Act 1974 and other relevant regulations including Chapter 8 Working on the Highway. The Contractor must provide the Client with copies of a Risk Assessment, Method Statement, Site Safety Rules, Lone Working Procedure, Lone Working Risk Assessment, Emergency Plan, Waste Carriers Licence and Public Liability Insurance to a minimum cover of £10 million, prior to commencement of work.

The Contractor must inform the Client of any accident that involves himself, an employee, or another person and whether the Health and Safety Executive has been informed.

2.0 Term of contract

This contract is for a term of 3-years, effective from **1st April 2026 to 31st March 2029 (inclusive)**. 60 days' notice will be given for either termination or continuation. After 3 years, the council will be inviting contractors to tender to test the market.

3.0 Scope of Works

3.1 Locations

Appendix 1 sets out the locations of the bins to be emptied.

3.2 Risk assessment

As the emptying of the bins is undertaken, the Contractor will check the structure and stability of the bin to ensure that it is safe – no sharp edges, secured down to the floor/to the post and its structural integrity is sound. The check will be itemised monthly on the invoice to the council.

Any faults or unsuitable bins will be reported immediately to the clerk. The contractor will also report any graffiti.

The contractor is not liable for any faulty bins unless the damage has been caused by the contractor directly. Any such occurrence will be reported to the clerk immediately.

There may be times when the contractor will be called upon to remove any bins that are unsafe or surplus to requirements and install new ones. Costs will be requested on an ad-hoc basis. Sometimes the contractor will be called upon to take an audit of the use of the parish bins for the council. All the bins are numbered for ease of reference.

3.3 Activities required, as necessary

Activity	Location
Removal of graffiti	Village Car Park / Village Green

3.4 Special Conditions

Activities will be carried out at the contractors' discretion, Monday to Sunday, not including bank holidays.

In no circumstances shall extra bin empties be undertaken by the Contractor without the permission of the Parish Council's representative.

Bin liners will be provided by the Parish Council.

Disposal of bags of waste will be into the 1 x large 1100 litre bin provided by Wyre Forest District Council. The location will be revealed to the appointed contractor. Any evidence of Fly Tipping into these bins should be reported to the clerk immediately and any apparent evidence of tipper retained for reference and reporting to the police.

The Council has a statutory responsibility to have arrangements in place for managing risks of all kinds. This council has a risk management framework for its assets including: risk identification; risk measurement and assessment; risk mitigation; risk reporting and monitoring; and risk governance. The checks that are carried out by the Contractor during its activities will be reported to the council monthly in the body of the invoice. Any urgent concerns/reporting will be done immediately to the clerk on 07828-335949 and a message left if there no answer and emailed to clerk@churchillandblakedown-pc.gov.uk .

The Contractors' reporting mechanism supports the risk mitigation, reporting and monitoring element of the framework. It may be at times that the contractor will be called upon to help with jobs such as closing spaces and shutting or taking down equipment to prevent public use.

3.5 Quality Standards

The contractors should always, considering the time of the year, estimate when the bins should be emptied to allow capacity for filling by the public without overflowing. Overflowing bins create mess, attract foxes and pests and can be dangerous to pets.

The contractor must provide details of the contingency arrangements in place to ensure that the required programme of works can be completed in the event of absence or illness.

3.6 General Conditions

- 3.6.1 If while carrying out work for the Parish Council the contractor becomes aware of any additional work, or any safety issues/concerns that require attention then this should be reported to the Clerk. The Parish Council would welcome an estimate/quotation from the contractor for the additional work but there is no guarantee that this will be accepted.
- 3.6.2 Monitoring will be undertaken by the Parish Council.
- 3.6.3 The contractor will be working for Churchill & Blakedown Parish Council and any further work or any variations to this specification will be done through the Parish Clerk.
- 3.6.4 The contractor will be required to include a copy of their Third Party and Public Liability insurance certificates and their Health and Safety Policy Statement, a copy of their Waste Carriers License and a sample Risk Assessment along with their tenders.
- 3.6.5 In the interests of good working relationships between the Client and its Contractor, the Parish Council expects both parties to discuss any difficulties and problems at the earliest opportunity so that they may be resolved without undue delay.

3.7 Frequency of work

Other than in exceptional circumstances such as adverse weather, bin emptying shall take place fortnightly /or timely to ensure bins do not overflow (whichever is earlier).

Any further empties outside of the contract will be at an additional charge, invoiced separately and agreed between the council's representative and the contractor before engaging in the work.

3.8 Completion of works

The contractor will report to the clerks' office monthly.

Additional activities ordered by this council and to be invoiced separately will only be passed for payment at the point of invoice, on the client having received written confirmation and photographic evidence of the completed works.

4.0 Invoicing and Payment

Invoices will be submitted monthly by the Contractor at a 12th of the annual net rate. Each invoice should contain details of itemised work carried out during the month including risk management checks. VAT should be identified separately on the invoice. Any additional ad-hoc work that has been requested will be invoiced separately.

Authorisation for payment will be made upon receipt of a detailed invoice, at the monthly Council meetings on the second Tuesday of every month (except August where fitting delegation is given to the clerk) providing completion of works has been received. A BACS payment will follow no more than 3 days following the second Tuesday of each month.

Payment will be made within 30 days from date of receipt.

5.0 Applicable Law

This contract is governed by English law.

6.0 Termination of contract

This contract is effective for the period from **1st April 2026** to **31st March 2029 (inclusive)** subject to satisfactory performance of the tasks detailed in the contract. Either party may terminate the contract at any time by giving 60 days' notice in writing.

Breach of terms of contract will render the Parish Council the option to sever the contract with immediate effect.

Contact details: Clerk – Louise Sahota, contact details: 07828 335949, email:
clerk@churchillandblakedown-pc.gov.uk

Appendix 1 – Locations.

See attached spreadsheet.