

LEEK TOWN COUNCIL



CONTRACT FOR THE ERECTION, MAINTENANCE & REMOVAL OF CHRISTMAS ILLUMINATIONS FLAGS AND BUNTING

2020, 2021, 2022

This Contract is made the _____ day of _____ 2020 between **Leek Town Council** (hereinafter called the Council) of 15 Stockwell Street, Leek, ST13 6DH, of the one part and (hereinafter called the Contractor) of the other part.

Whereas the Council wishes to have provided the Works set out in the Specification and the Contractor is willing to undertake the Works.

Now it is hereby agreed as follows:

1 For the consideration hereinafter mentioned the Contractor will in accordance with the Contract Specification, Conditions and Drawings carry out and complete the Works.

2 The Council will pay to the Contractor the sum(s) of:

£..... **Bunting and flags**

[words.....] **per annum**

(plus VAT if applicable)

£..... **Christmas decorations**

[words.....] **per annum**

(plus VAT if applicable)

If either or both parts of the contract needs to be cancelled by the Council, the Council will notify the contractor within 1 week of the start of the works. No payment or compensation will be paid to the Contractor.

Payments will be made from receipt of the Contractor's invoice as follows:

67% of contract sum following satisfactory erection, installation, testing, within seven days of the switch-on of the illuminations/erection of the bunting and flags.

33% of the contract sum following satisfactory completion of maintenance visits and satisfactory dismantling and safe storage of the illuminations/flags and bunting.

3 In the event that the Contractor shall fail to carry out any or all of the works in accordance with the Contract Specification Conditions and Drawings, the Council will be entitled forthwith to terminate this Agreement and to engage alternative Contractors to complete the Contract and the Council will be entitled to set off all additional costs occasioned by such breach against any sums claimed by the Contractor under this Contract.

As Witness the hands of the Parties hereto:

Signed on behalf of the Council by

in the presence of:

Witness signature, name and address

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Signed on behalf of the Contractor by

in the presence of:
Witness signature, name and address

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LEEK TOWN COUNCIL
CHRISTMAS ILLUMINATIONS and FLAGS AND BUNTING 2020-22

SPECIFICATION AND CONDITIONS

1.0 GENERAL

1.1 The Contract is for the **anchor, brackets and catenary wire testing** (as specified in the The Institute of Lighting Professionals guide PLG06) and the **erection, inspection, maintenance in good order and dismantling** of the Christmas illuminations (as detailed on the attached map) The Christmas lights and decorations may vary in type and number.
The Contract is for the **bracket testing** and the **erection, inspection, maintenance in good order and dismantling** of the flags and bunting (details attached). The flags and bunting may vary in type and number.

1.3 For Christmas 2020 the period of lighting will be from **Friday 27th November 2020 to 5th January 2021**.

The hours of lighting will be:

tbc 2020 (switch-on) - Friday 27th November - 7.00 pm to 12.0 midnight

tbc 2020 to 5th January 2021 (inclusive) - 2.00 pm to 12.00 midnight

1.4 For summer 2020 the flags and bunting will normally be erected the week commencing 27th April and completed by the 1st May. They will be taken down the week beginning the 5th October. Dates may vary by common consent.

2.0 THE COUNCIL'S RESPONSIBILITIES

2.1 The Council will make available the following apparatus for use by the Contractor in sufficient quantity to complete the Contract requirements:

- lighting decorations
- festoon cable
- lamps
- flags, bunting, poles and wall brackets

This lighting apparatus/flags & bunting remain the property of the Council throughout the period of the Contract.

Note: Unless otherwise agreed in writing it is the responsibility of the Contractors to supply all other apparatus required to erect and maintain the lighting apparatus, flags and bunting.

2.2 The Council will be responsible for the provision of mains service supply boxes in the town centre.

2.3 The Council will be responsible for meeting the costs of the electricity supply charges, and supply connection charges.

2.4 The Council will arrange for supply and erection of Christmas trees for Market Place and Derby Street and the supply of small Christmas trees for the businesses. The Council will be responsible for the supply of flags and bunting.

2.5 The Council will obtain consents where required for fixing of apparatus to property as shown on the Contract plans.

2.6 The Council will be responsible for the supply of enclosed eye bracket wall fittings to support the lighting apparatus wherever existing fittings are missing, damaged, loose, or defective. The Council will be responsible for the supply of bracket holders to businesses for the small Christmas trees and flags.

2.7 The Council will obtain consent from the Highway Authority for fixing of apparatus above the Highway. [Note: the Contractor is responsible for ensuring that the apparatus is erected in compliance with the contract specifications and requirements, including in particular the requirements of: Institute of Lighting Professionals guide PLG06.

3.0 THE CONTRACTOR'S RESPONSIBILITIES

3.1 At a date to be agreed the Contractor is required to examine the cabling, fittings, brackets and lamps to satisfy himself as to the nature of the works, general site conditions and means of access.

3.2 The Contractor is required to examine the wall brackets (up to 120 brackets) attached to business premises to ensure they are capable of holding the small Christmas trees and flags. **Any necessary repairs to be carried out as part of the Contract.** The Contractor is required to decorate the small trees (up to 120) with lights supplied by the Council.

3.3 The Contractor is required to ensure safe fixings for the decorations, as detailed in PLG06. The Contractor is required to annually check the building structure will support the required loads, ensure the anchors are suitable for the base material i.e. the fabric of the building, calculate the applied loads and load test all the anchors. **Any necessary repairs to be carried out as part of the Contract.**

3.4 The Contractor is required to annually inspect the catenary system following the procedure set out in PLG06.

3.5 Not later than (date to be agreed) the Contractor is to attend a meeting with the Council to discuss the installation and contract requirements. The number and location of any new or additional fixing points to buildings will be agreed at this meeting. At this meeting the Contractor must advise the Council of any deficiencies in the lighting apparatus requiring rectification before installation proceeds.

3.6 The erection of the Christmas decorations is to commence no earlier than (date to be agreed) and be completed and tested no later than (date to be agreed).

3.7 **The Contractor is responsible for ensuring that the lighting installation is in full compliance with the Institute of Lighting Professionals guide PLG06. No deviation from this will take place without the prior written consent of the Council. The contractor is required to be registered on the Highway Electrical Registration Scheme (HERS).**

3.8 The Contractor will be deemed to be the Council's agent and any obligation imposed on the Council by PLG06 (except as referred to in Contract clause 3.9 below) will be deemed to be the responsibility of the Contractor unless otherwise agreed by the Council.

3.9 EON's (service provider to Staffordshire County Council for highway lighting maintenance) consent for the erection of lighting apparatus and flags and bunting, is dependent on the **Institute of Lighting Professionals guide** being fully met.

3.10 **The Contractor will be required to provide Eon with all information and certificates required by the Council to meet its responsibility under the Institute of Lighting Professionals guide (PLG06).** Electrical testing shall be carried out in accordance with the IEE inspection and testing guidance note 3 on installation and periodic testing at no greater than three monthly intervals. Each individual decoration will be subject to an electrical conformance (PAT) test. The initial installation and commissioning electrical certification certificates are also required within 7 days of the switch on date.

All works must be carried out to the current versions of SLP520 requirements for the attachment of temporary Season Decorations and/or the connection of electricity power supplies from highway lighting equipment and Professional Lighting Guide 06 Guidance on Installation and Maintenance of Seasonal Decorations and Lighting Column Attachments (PLG06).

In addition the Contractor will liaise with the Electricity Supplier as appropriate in relation to the provision of the service boxes, the application for supply, the connection of cabling to the service boxes and the testing and energising of the lighting.

- 3.11 The Contractor must ensure that a balanced loading is placed on the phases at the service boxes. The cost of the Electricity Supplier replacing fuses at the service boxes due to overloading of the boxes/phases will be charged to the Contractor.
- 3.12 The Contractor will carry Public Liability Insurance and will insure against any loss or damage to the Council's equipment, to cover any possible claim arising out of any act, default, or negligence by him in undertaking the contract works. The Contractor will provide the Council with a copy of the Policy covering such insurance, together with a receipt for the appropriate premium prior to the commencement of the works.
- 3.13 The Contractor will provide all necessary hoists, platforms, scaffolding, ladders, equipment, labour and transport for the safe erection, maintenance and removal of the lighting. **The contractor will be required to hold an IPAF Licence or certificate (International Powered Access Federation).**
- 3.14 The Contractor must include within his contract price, the supply of all fixing and items of apparatus necessary for the installation of the Council's apparatus, except those items specifically mentioned in clause 2.1 and 2.2 above as the responsibility of the Council to provide. In particular the Contractor should note that he is required to supply all necessary catenary wire, plastic ties, cable connectors, glands, brackets, neoprene rubber inserts, conduit, etc
- 3.15 The Contractor must not make any fixings to, and must ensure that the lighting apparatus, flags and bunting, does not interfere with any telegraph post, street lighting column, highway sign, advertising board, cctv cameras, other signs or other street furniture, without the express consent of the Council.
- 3.16 The Contractor will make visual inspections as to worthiness, and will carry out continuity and insulation tests on the Council's apparatus before erection and any faulty apparatus must be clearly labelled "condemned" and the Council advised accordingly as to the reason why the item has been condemned. The Contractor's erection of any item of the apparatus will be deemed as confirmation that he accepts that item as satisfactory, **and the Contractor at his own expense will be required to attend immediately to repair any fault or breakage which subsequently develops during the period of the installation, unless he can prove to the satisfaction of the Council that the defect causing the fault or breakage could not have reasonably been detected at the time of erection or on subsequent programmed maintenance inspections.** Any faulty items from the Council's apparatus will be replaced by items from the Council's stock; any faulty apparatus supplied by the Contractor will be replaced by the Contractor at the Contractor's expense.
- 3.17 It is the contractor's responsibility to ensure that all connections - cable or other fixtures and fittings - relating to the lighting are properly made, of adequate strength appropriate to the location of such connection, and comply with the **Institute of Lighting Professionals guide.**
- 3.18 In the event of the Council's supply of lighting apparatus being exhausted, the Contractor will report this to the Council who may, at their own expense, provide sufficient additional cabling, lamps or fittings to enable the works to be completed. Alternatively, the Council may require the Contractor to provide the additional lighting apparatus and will supply the Contractor with a written Order for the same. The Council will pay the Contractor the actual costs incurred by him in purchase of these supplies. **The Contractor will be required to provide the Council with copies of his purchase invoices for these supplies in order to verify his claim. No payment will be made for any additional supplies purchased by the Contractor for which the Council has not first placed an official Order with the Contractor.**

- 3.19 The Contractor will carry out programmed maintenance inspections on a **twice weekly** basis, each inspection including a visual inspection of the complete installation during the hours of lighting. Not later than the day following such inspections, the Contractor will carry out all necessary repairs to restore the lighting, flags and bunting to working order as originally installed, including the replacement from the Council's stock of any broken or defective cabling, lamps and fittings, flags and bunting.
- 3.20 The Contractor will attend the 'switch-on' ceremony with sufficient staff to ensure that all lighting features can be switched on simultaneously at the appointed signal.
- 3.21 All festoon or supply cables where (whether or not above a Highway) are to be supported by catenary wire. Each span of catenary wire is to be secured separately to the fixing point. The Contractor will ensure that minimum clearances be maintained above roads, footways and pedestrian areas as set out in PLG06.
- 3.22 The Contractor will be required to install the apparatus fully in accordance with the attached plan and its installation notes and drawings.
The method by which the Contractor connects and routes the electricity supply between the lighting apparatus and the supply boxes (and phases) will be determined by the Contractor in consultation with the Council's officer. Prior to the switch-on, the Contractor will be required to supply to the Council a copy of the contract plan marked up showing the individual circuits and cable routes used (and phases) together with an estimate of the electrical load placed on each supply box and phase.
- 3.23 In the event of any failure or collapse or any other defect affecting the safety of the whole or any part of the installation the Contractor will when instructed by the Council, or other authorised official, attend on site forthwith, ascertain the cause of such failure and make safe immediately. For this purpose "authorised official" includes officers of the Electricity Authority, Highway Authority, District Council, Police, Fire Service, or others appointed by the Council for this purpose. Such repairs as are required will be carried out as soon as practicable but, in any event, not later than 24 hours from the report of the incident to the Contractor.
- 3.24 The Contractor must be available 24 hours a day with adequate staff and equipment to be able to meet the requirements of clause 3.23 above, and must supply to the Council contact emergency telephone numbers to meet this requirement. In the event of the Contractor not being able to be contacted or attend on site within one hour of an instruction to 'make safe' the Council will employ the Electricity Authority or other qualified electrician to make safe, and the costs so incurred will be deducted from the sums due to the Contractor under this contract.
- 3.23 The illuminations must be permanently switched off before midnight on or before midnight on 6th January.
- 3.24 The Contractor must dismantle and return to the storage area, all lighting apparatus, and dismantle and remove all his own apparatus, on or before 12th January. The flags and bunting to be removed and returned to the storage area by (date to be agreed).
The Contractor will **carefully** remove all lamps, dismantle, take down and **carefully** bundle all cabling and other equipment including PVC garland and return all items to the Council with such cabling, lights, etc. clearly and carefully marked to the satisfaction of the Council to enable the Council to identify the location of such items for erection in future years. All bulbs and lamps will be sorted into colours and fitting type (ES or BC) and **carefully packed in boxes** by type and colour by the Contractor.
Storage of Council Property ie Christmas equipment, Flags Banners and Bunting, must be put in safe dry storage when not in use.
- 3.25 **The Contractor must obtain the instructions and prior approval of the Council in writing**

before undertaking any repairs or ordering any supplies that would involve any costs additional to the main contract sum.