



Hurstpierpoint & Sayers Common Parish Council
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Village Centre
Trinity Road
Hurstpierpoint
West Sussex BN6 9UY

Grounds Maintenance Agreement A – Schedule of Works

Plan Ref. 5

South Avenue Recreation Ground

1. To maintain the grass levels around the recreation ground, including the main areas and play area, but excluding the Bowling Club. To undertake cuts during the growing season every 2 weeks equivalent to 14 cuts per annum.
2. To edge and remove overhangs on paths, 4 times a year in May, June, August, and October.

Grass Approx. 10856 sq. M.
Path Maintenance 144 sq. M.

Plan Ref. 6

South Avenue (Road Verge)

1. To maintain the grass levels throughout the verge on the southwest end of South Avenue, leading to the Cemetery. To undertake cuts during the growing season every 2 weeks equivalent to 14 cuts per annum, ensuring all grass is cut from the roadside to the fence panels.

Grass Approx. 81 linear M.

Plan Ref. 6

South Avenue Cemetery

1. To maintain the grass levels around the southern section of the Cemetery. To undertake cuts during the growing season every 2 weeks equivalent to 14 cuts per annum, including the grass path areas in the north of the site.
2. To maintain the northern section of the site. To undertake a cut during September by use of a strimmer, once per annum. Ensuring the headstones have been cleaned of grass arisings.
3. To edge and remove overhangs on paths, 4 times a year in May, June, August, and October.
4. To maintain hedges around the whole site. To undertake the cutting of the hedges along the east, south and west of the site, cutting the hedge face and tops to approx. 10 to 12ft (as previously cut).

Grass (South) Approx. 7421 Sq. M.
Grass (North) Approx. 3962.73 Sq. M.
Grass Paths Approx. 206 Linear M.
Path Maintenance Approx. 154 Linear M. (Side & Top).
Hedge Cutting Approx. 238 Linear M.

Court Bushes Community Hub

1. To maintain the grass levels around the Community Hub on the southern side of the driveway. To undertake cuts during the growing season every 2 weeks equivalent to 14 cuts per annum, excluding 2 cuts in May, as this area is used for 'No Mow May'.
2. To maintain the grass levels around the Community Hub on the Northern side of the driveway. To undertake cuts during the growing season every 2 weeks equivalent to 14 cuts per annum.
3. To maintain the grass levels of the grass path on the Southern boundary of the Site, between the chain link fence and the bordering properties. To undertake cuts during the growing season every 2 weeks equivalent to 14 cuts per annum

Grass (South) Approx. 2067 Sq. M.

Grass (North) Approx. 2511 Sq. M.

Reeds Lane Recreation Ground

1. To maintain the grass levels around the Reeds Lane Recreation Ground (North and South) including the Pétanque playing area. To undertake cuts during the growing season every 2 weeks equivalent to 14 cuts per annum.
2. To maintain grass levels around the ephemeral ponds in the South and North sites, twice per annum in February and September.
3. To maintain hedges around the whole site. To undertake the cutting of the hedges along the main road on both North and South Sites and around the pétanque playing area, twice per annum in May and October, cutting both faces and tops to a height of approx. 5ft. The small length of hedge on the southeast corner of Reeds Lane South is to have the face cut only. The Contractor is to not maintain the new native hedge on the Northern Boundary of the North Site as it is to be left for 8 years, before being laid.

Grass Approx. 6803 Sq. M.

Hedge Approx. 1044 Linear M. (sides & top)

St George's Green

1. To maintain the grass levels around St George's Green. To undertake cuts during the growing season every 2 weeks equivalent to 14 cuts including the grass verge on the road side.
2. To maintain the roadside vegetation on the Eastern and Southern Boundary. To undertake the cutting of the vegetation 2 times per annum in May and October, cutting the roadside face only, to prevent it from encroaching onto the road.

Grass Approx. 4012 Sq. M.

Vegetation Control Approx. 104 Linear M.

Conditions of Grounds Maintenance Agreement

- 1) The Agreement will commence on 1 April 2024 and end on 31 March 2029.
- 2) At the commencement of the agreement, the contractor is to produce a list of works to be undertaken each month of the year, to include all items within the schedule of works.
- 3) The Parish Council may from time to time request the Contractor to carry out additional tasks. Each task will be notified to the contractor and the price agreed and approved by the Parish Council before any work is carried out.
- 4) The Contractor shall perform the agreement requirements with reasonable skill and care, in a safe and efficient manner, in accordance with all applicable laws and regulations.
- 5) The Contractor shall report any incidents during the course of their works, which might be considered as causing harm or damage to a third party or Parish Council property, to the Council.
- 6) The Contractor will absorb costs incurred by them in relation to the use of a vehicle, tools, fuel, protective equipment, insurance, and other overheads.
- 7) The Contractor is to remove waste materials resulting from the works at no further cost to the Parish Council.
- 8) This Document forms an agreement for services and works by an independent contractor and not an Agreement of employment.
- 9) The Contractor shall not, without the consent in writing of the Parish Council, assign or transfer the agreement, or any part, share or interest therein.
- 10) No work is to be executed on Sundays, or on public holidays, without the previous written approval of the Parish Council.
- 11) The Contractor shall plan their work so as to cause minimum interference with the normal use of the premises at the site.
- 12) Health and Safety

The Contractor shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations, and codes of practice relating to health and safety, which may apply in the performance of the agreement. In particular, the Contractor should be Chapter 8 trained and observe the requirements thereof. Without limiting the general obligation set out above, the Contractor shall:

A. Safeguard the passage of pedestrians and vehicles and shall use signs and cones where necessary for their guidance and protection; not impede the passage of persons or vehicles except to the extent that is necessary to do so in performing the agreement requirements and shall not at any time cause complete obstruction resulting in closure of the highway to persons or vehicles.

- B. Safeguard himself and any employees, engaged for the execution of the agreement requirements and shall use signs and cones when necessary.
- C. Wear and provide protective personal equipment for the agreement requirements being performed.

13) Public and Employer Liability

The Contractor shall indemnify the Parish Council against all claims and proceedings in respect of injury to persons and property arising out of the execution of works on behalf of the Council.

The Contractor shall maintain insurance cover for public liability in the sum of £10 million and provide the Parish Council with proof of such insurance prior to acceptance of the agreement and annually thereafter. The Contractor is to ensure that they have adequate insurance cover for employer's liability and provide the Parish Council with proof of such insurance prior to acceptance of the agreement and annually thereafter.

14) Disputes

The Contractor shall inform the Parish Council as soon as possible, if for any reason the scheduled agreement requirements cannot be completed. The Contractor shall inform the Parish Council of any complaints about the Contractor or their services from whatever source. Where the Parish Council deems that the agreement requirements performed by the Contractor, have not been performed to a satisfactory standard, the Parish Council will give the Contractor an opportunity to rectify the unsatisfactory works and the Contractor shall undertake works to do so at no extra cost to the Parish Council within a reasonable and agreed time frame. The Contractor and the Parish Council shall use their best efforts to negotiate in good faith and settle any dispute that may arise out of or related to this agreement.

15) Payment

At the end of each month, the Contractor shall invoice the Parish Council for the hours worked clearly stating any VAT applicable. A list of works completed during the month should be included with the invoice.

Work at the Village Centre will be invoiced separately as it is paid from a separate Charity Bank Account to that of the Parish Council.

16) Termination of Agreement

The Parish Council or the Contractor shall be entitled to terminate this agreement upon giving two month's notice in writing.

If the Parish Council considers the work of the Contractor does not meet the required specification, a written warning will be issued, and the Contractor shall remedy the situation within 14 days. If the Contractor fails to comply with such notice or fails to carry out work to the terms of this agreement, the Parish Council may terminate the agreement with immediate effect.

17) Selection Criteria

Contractors submitting a quote will be assessed on the following criteria:

- a) Total contract price.
- b) Evidence of similar works for other clients and provision of 2 references.
- c) The latest published accounts which should be properly presented and show turnover exceeding £50,000 and adequate profit. Prior year figures should also be checked.
- d) Health and safety policies.
- e) Evidence of the technical and people resources necessary to carry out work of this scale including number of permanently employed staff.
- f) Evidence of a public liability policy of £10 million and employer's liability insurance.

The Parish Council is not obliged to accept the lowest or any quote received.

I / We hereby agree to enter into an Agreement to satisfactorily carry out the works mentioned and described in the schedule of works and in accordance with the conditions of agreement.

COMPANY NAME:

PRINT NAME:

Signed (Contractor) Dated

Signed (Parish Councillor) Dated

Signed (Parish Councillor) Dated

Witnessed By (Clerk to the Council) Dated





