



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

Grounds Maintenance Agreement B – Schedule of Works

Plan Ref. 1

Village Garden

1. To maintain the grass level throughout the Village Garden. To undertake cuts during the growing season every 2 weeks equivalent to 14 cuts per annum.
2. To edge and remove overhangs on paths through the garden, 4 times per annum in May, June, August, and October.
3. To maintain the shrub borders on the northern boundary, weeding (preventing any brambles or nettles from growing), pruning 6 times per annum from April to October.
4. To maintain the feature border on the southern side of the Village Garden, weeding regularly to prevent weeds from forming, pruning when required to keep the border neat, throughout the growing season. To undertake weeding during the growing season every 2 weeks equivalent to 14 visits per annum.
5. To trim and maintain the Topiary 'HURST'. To undertake cuts during the growing season (May & October) twice per annum.
6. Flowering planting, to include planting in 4 planters, twice annually (Summer and Winter Planting). The colour scheme is to be discussed with the client in January each year, to allow time for plants to be purchased and planned.

Grass Approx. 608 sq. M.
Path Maintenance Approx. 72 sq. M.
Shrub Maintenance Approx. 112 sq. M.
Topiary Approx. 2.5 M.

Plan Ref. 2

Village Centre

1. To maintain the grass levels in front and western side of the Village Centre.
2. To edge and remove overhangs on paths around the perimeter of the Village Centre, 4 times per annum in May, June, August, and October.
3. To maintain the Shrub Borders, pruning twice an annum from April to October.

Grass Approx. 213 sq. M.
Path Maintenance 50 Linear M.

Plan Ref. 3

War Memorial

1. To maintain the grass levels around the war memorial. 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.
3. To maintain the Shrub Borders, weeding and pruning 6 times per annum from April to October.
4. Ensuring no brambles are allowed to spread and preventing overhang over paths and benches, keeping shrubs shaped and managed.

Grass Approx. 309 Sq. M.
Shrub Maintenance Approx. 48 Sq. M.

Plan Ref. 4

Holy Trinity Lower Churchyard

1. To maintain the grass levels around the graves throughout the Lower Churchyard, excluding the central green. To undertake a cut during September by use of a strimmer, once per annum.
2. Ensuring the headstones have been cleaned of grass arisings and bramble patches and allowing no bramble patches to develop.

Grass Approx. 2345 sq. M.

Hurst Meadows

Plan Ref. 10

Bellows Nose

1. To maintain the grass levels around Bellows Nose. To undertake cuts once per annum, using a Cut and Collect Machine in September with all collected arisings to be disposed of offsite through a licensed green waste carrier.
2. Please note no hedge cutting is required in this site.

Grass Approx. 1250 Sq. M.

Plan Ref. 10

Buckwilly

1. To maintain the grass levels around Buckwilly. To undertake cuts once per annum, using a Cut and Collect Machine in September with all collected arisings to be disposed of offsite through a licensed green waste carrier.
2. To maintain the grass levels in Spring (March) on request by the Parish Council.
3. Please note no hedge cutting is required in this site.

Grass Approx. 13140 Sq. M.

Heritage Orchard

1. To maintain Grass Paths through the Heritage Orchard. To undertake cut and leave, 6 times per annum during the growing season. The Cuts to take place in April, May, June, July, August and September.
2. To maintain the grass levels around the Heritage Orchard (in Buckwilly). To undertake a full cut once per annum, using a Cut and Collect Machine in September with all collected arisings to be disposed of offsite through a licensed green waste carrier.
3. No Strimming to be carried out around the trees and care to be taken when mowing around the saplings to ensure there is no damage. In the event of accidental damage, the contractor is to alert the Parish Council, so that measures can be taken to try and save the tree.
4. Please note no hedge cutting is required in this site.

Grass Path Approx. 165 Linear M.

Grass Approx. 4006 Sq. M.

Walnut Tree Field

1. To maintain the grass levels around saplings on request by the Parish Council. To undertake a cut around the Saplings planted in the Eastern side of Walnut Tree Field, only on request from the Parish Council. No cutting is to take place up to 20cm from each sapling.
2. To maintain grass levels as indicated on Plan Ref. 11 in Orange on request from the Parish Council only.
3. Please note no hedge cutting is required in this site.

Grass (on request) Approx. 4008 Sq. M.

Grass (on request in Orange) Approx. 19034 Sq. M.

Fifteen Acres

1. To maintain the grass levels around Fifteen acres as agreed with the Parish Council on an annual basis. To undertake cuts up to two thirds, once per annum, using a Cut and Collect Machine in September with all collected arisings to be disposed of offsite through a licensed green waste carrier.
2. To maintain the grass levels in Spring (March) as agreed with the Parish Council on an annual basis (if requested).
3. To maintain the Public Right of Way. To undertake a Cut and Leave of the Public Right of Way twice per annum in April and September.
4. Please note no hedge cutting is required in this site.

Grass Approx. 18500 Sq. M. per third.

Grass Path Maintenance Approx. 555 Linear M.

Edgerley Meadow

1. This area is marked for natural regeneration; however, the Parish Council may request sections to be cut and collected when required. To undertake a cut and collect of an agreed section or Sections in September with all arisings to be disposed of offsite through a licensed green waste carrier.
2. Please note no hedge cutting is required in this site.

Grass Approx. 5500 Sq. M.

Hovel Field (South)

1. To maintain the grass levels in Hovel Field South as a Forest School area. To be confirmed.
2. Please note no hedge cutting is required in this site.

Grass Approx. TBD Sq. M.

Hovel Field (North)

1. To maintain the grass levels around saplings on request by the Parish Council. To undertake a cut around the Saplings planted in Hovel Field North, only on request from the Parish Council. No cutting is to take place up to 20cm from each sapling.
2. Please note no hedge cutting is required in this site.

Grass Approx. 2910 Sq. M.

Village Gateway Cleaning

1. To clean 8 x Village Gateways in Hurstpierpoint and Sayers Common by way of scrubbing and Jet hosing. Ensuring that any dirt or algae is removed from the signage and frames on both sides of the road, using caution to not damage the surface.
2. To be carried out annually in May/June.

The Gateways are located on: -

Wickham Hill, Hurstpierpoint.
Brighton Road, Hurstpierpoint.
Albourne Road, Hurstpierpoint.
Cuckfield Road, Hurstpierpoint.
Malthouse Lane, Hurstpierpoint.
London Road (B2118), North and South Sayers Common.
Reeds Lane, Sayers Common.

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







