



# HASLEMERE TOWN COUNCIL

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Dated 1<sup>st</sup> April 2023

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**HASLEMERE TOWN COUNCIL**

**AND**

**COMMERCIAL GROUNDS CARE**

**AGREEMENT FOR THE PROVISION OF SERVICES LG1**

**THIS AGREEMENT** is made on the 1<sup>st</sup> day of April 2023

**BETWEEN:**

- (A) **HASLEMERE TOWN COUNCIL**, of **Town Hall, High Street, Haslemere, Surrey GU27 2HG** (the 'Council'); and
- (B) **COMMERCIAL GROUNDS CARE** of **45 Bridge Street, Godalming, Surrey GU7 1HL** (the 'Contractor')

**1** **SCOPE OF CONTRACT**

- 1.1 As per the Contract Procedure Rules and the Contract Specification [LG1] attached as appendices to this contract.

**2** **PERIOD OF CONTRACT**

- 2.1 The contract is for a period of **five years** and the start date is **1<sup>st</sup> April 2023**.

**3** **NOTICE OF TERMINATION OF CONTRACT**

- 3.1 The contract can be cancelled by either party by giving **3 months'** notice.

**4** **FEES AND EXPENSES**

- 4.1 All sums are exclusive of VAT.
- 4.2 All sums will be payable monthly by The Council subject to The Contractor providing The Council with a valid VAT invoice for 1/12<sup>th</sup> of the total annual contract sum.
- 4.3 For the life of the contract there will be an annual RPI inflationary price uplift plus 1%.
- 4.4 For any additional works agreed beyond the specified scope of this Contract, The Contractor will provide The Council in writing, in advance of such work commencing, a quotation for the additional works. Once the quotation is accepted and the additional works completed, such charges must be invoiced separately.

**5** **COMMUNICATION**

- 5.1 Communication with the Council in writing may be in the form of an e-mail.

**6** **CONFIDENTIALITY**

- 6.1 The Contractor acknowledges that if it receives or otherwise becomes aware of information relating to the Council, its personnel, management structure, processes, finances, plans and affairs, it should as such be considered as 'confidential information'.

6.2 The Contractor undertakes to maintain the confidentiality of the Council's Confidential Information at all times. The Contractor shall not at any time, whether during the term of this Agreement or at any time thereafter, without the prior written consent of the Council, use, disclose, exploit, copy or modify any of the Council's Confidential Information, or authorise or permit any third party to do the same.

## **7 INDEMNITY AND INSURANCE**

7.1 The Contractor shall be liable for and shall indemnify the Council against any and all claims, actions, liabilities, losses, damages or expenses (including legal expenses) incurred by the Council which arise out of or in connection with, directly or indirectly, the Contractor's performance under this Agreement, including without limitation any losses or expenses arising out of any third party demand, claim or action (including any claim alleging infringement of third party rights) or any misrepresentation, negligence, fraud, wilful misconduct or breach of statutory duty of or by the Contractor or its employees, agents or contractors.

7.2 The Contractor shall effect and maintain during the term of this Agreement such insurance as a prudent provider of services such as the Services would maintain in respect of the Contractor's obligations and liabilities hereunder. The Contractor shall provide written evidence of such insurance to the Council on the Council's request. In particular but without limitation, the Contractor shall effect and maintain the following insurance cover:

7.2.1 a policy of professional indemnity insurance providing cover of not less than £1 million in respect of any one occurrence or series of occurrences arising out of one event;

7.2.2 a policy of public and other liabilities insurance providing cover of not less than £5 million in respect of any one occurrence or series of occurrences arising out of any one event;

The parties have indicated their acceptance of the terms and conditions of this Agreement by signing it at the end of the Schedules.

**SCHEDULE 1**

**Fees**

The Fixed Price Proposal as set out in the tender dated 27 July 2022 by the Contractor namely:

**Total annual cost** **£4,558.00**

(All sums are exclusive of VAT)

**SIGNED** as a Deed for and on behalf of **HASLEMERE TOWN COUNCIL**

**Authorised Officer**

**Dated**

**SIGNED** as a Deed for and on behalf of **COMMERCIAL GROUNDS CARE**

*Martha Martin*

**Authorised Signatory** *MARtha MARTIN* *(OFFICE MANAGER)*

**Dated** *October 6, 2022*

**APPENDIX 1 - CONTRACT PROCEDURE RULES LG1**

## **LION GREEN GROUND MAINTENANCE LG/1 CONTRACT PROCEDURE RULES**

Grounds maintenance is one of Haslemere Town Council's [hereinafter called The Council] most visible services and it is recognised that well maintained open spaces and amenity areas make a fundamental contribution to the quality of life of our community.

### **1. SERVICE STANDARD**

- 1.1 This specification sets out the quality standards and frequencies required for the completion of the operations within this Contract and this is a true reflection of the current standards required by The Council. The Contractor must ensure that the standards defined in each and every part of the specification are achieved in full at all times.
- 1.2 The Contractor shall be sensitive to the aims and objectives of The Council and shall exercise due regard for all legislation; British Standards; good and recognised horticultural practice according to the specifications; site management responsibilities and public health and safety. The Contractor must also implement the above basic philosophy throughout all contractual obligations thereby ensuring that these aims are reflected in the operatives' standard of work.
- 1.3 No claims will be admitted on grounds of ignorance.

### **2. FAILURE TO PERFORM**

- 2.1 Failure to comply with any part of this Contract including Terms and Conditions could result in the termination of the Contract either in whole or in part.

### **3. ACCESS**

- 3.1 The Contractor should understand that access to some sites may not be compatible with the use of some equipment and The Council advises the Contractor to visit sites prior to Tender Submission and to incorporate this factor into the Tender Price. The Council will not admit any claim on the basis that access is inadequate or any other site constraints exist.

### **4. PLANS**

- 4.1 Any plans provided by The Council and included in the contract specification, define the sites and areas where grounds maintenance operations are to be carried out. However the plans may not be to scale and have been provided for identification and information only and should not be used for estimating purposes.

### **5. UNSPECIFIED WORKS**

- 5.1 The Specifications and additional supporting documentation forming this Contract are generally a full expression of the grounds maintenance operations and duties and responsibilities required by The Council. However, not every small detail is expressed and the Contractor must ensure that the full

scope of the works is tendered for. Should the Contractor find work that has not been expressly defined in the documentation, it shall be drawn to the attention of The Council who will decide if the work is within the scope of the Contract or requires that the work is to be completed on the Additional Works or Daywork schedule.

## **6. GENERAL TERMS & CONDITIONS**

- 6.1 The contract is for **5 years** and can be cancelled by either party giving **3 months notice**.
- 6.2 Monitoring of the contract will be undertaken by The Council's Officers.
- 6.3 The contractor will be working for The Council and any further work or any variations to the specification will be done through The Council's Officers in conjunction with the Chair of the Amenities Committee or the Mayor.
- 6.4 The contractor will be required to include with the tender bid, a copy of his Third Party and Public Liability insurance certificates. Once the contract is awarded proof of these insurances will be resubmitted to The Council on an annual basis.
- 6.5 The Contract **shall not** allow sub-contracting of all or any part of the contract to a third party without the express written consent of The Council.
- 6.6 The work contained in this contract may consist of horticultural; arboricultural and associated grounds maintenance operations and management activities relating to the open spaces within the site listed in the Specification.
- 6.7 The site in this contract includes open spaces and play areas. The site has a very high public profile and our residents and visitors expect a high quality service.
- 6.8 The Contractor shall exercise all the functions of a diligent employer to provide a stable, dedicated and trustworthy workforce who exhibit a level of understanding and commitment to the aims, requirements and responsibilities of each workplace.
- 6.9 If in the course of carrying out work for The Council, the Contractor becomes aware of any **additional** work, or any safety issues that require attention, this should be reported to the Town Hall as soon as possible. The Council would welcome an estimate/quotation from the Contractor for the additional work but there is no guarantee that this will be accepted.
- 6.10 The Contractor shall be required to attend inspection and performance meetings as required throughout the length of the Contract. This shall include routine meetings with Council Officers and Amenities Committee representative to discuss and accommodate needs and requirements with regards to maintenance changes and/or improvements.
- 6.11 Contract payments will be made against submission of monthly invoices each for 1/12<sup>th</sup> of the total annual contract cost.
- 6.12 All quotations should be **exclusive** of Value Added Tax.
- 6.13 For the life of the Contract there will be an annual RPI inflationary price uplift plus 1%.

## **7. URGENT & EMERGENCY WORK**

- 7.1 Where an instruction issued by The Council, either verbally or in writing, is specified as 'urgent', the Contractor shall carry out the works within **48 hours** of notification. This includes Saturday and/or Sunday working, at the discretion of The Council. Where the initial notification is made verbally, this shall be confirmed in writing. The Contractor shall be paid an appropriate rate for this work dependent on the timing and nature of the work.
- 7.2 With regards to Emergency Work, this shall be carried out within an agreed timescale upon receiving notification. The notification may initially be made verbally, but shall be confirmed in writing. The Contractor will be paid an appropriate emergency rate for this work dependant on the timing and nature of the work. Any variation to this general clause shall be in writing.

## **8. WORK PROGRAMME**

- 8.1 All operations are to be carried out to the performance standards, frequencies and dates and in the manner defined in the Contract Specifications.
- 8.2 In advance of contract commencement, the Contractor will provide a work programme defining methods and means by which the Contractor will meet the requirements of the Contract. A copy of the programme will be supplied to The Council for approval. The programme shall be maintained and updated throughout the Contract period, with reviews taking place at least annually at the anniversary of the Contract commencement. A copy of each update shall be provided for The Council approval.

## **9. DISRUPTION**

- 9.1 Where works are disrupted by weather conditions or other external factors, the Contractor shall inform The Council, initially verbally and then in writing stating the cause, whether the works will be amended, re-scheduled or omitted and what action, if any, can be taken by either The Council or Contractor to rectify the problem.
- 9.2 When such disruptions occur, The Council may authorise alternative operations and shall adjust the payment profile accordingly.

## **10. VANDALISM**

- 10.1 The Contractor will not be held responsible for vandalism or damage to sites contained in this Contract except where caused through the Contractor's own default or negligence.
- 10.2 Acts of vandalism or damage shall be reported by the Contractor to The Council.
- 10.3 Where damage prevents the Contractor from proceeding with works, or where the damage presents a hazard to any person or animal, the Contractor will verbally notify The Council immediately on discovery of the incident and confirm in writing later.

## **11. QUALITY**

- 11.1 Where, in the view of The Council, work has been carried out to an insufficiently high standard of craftsmanship, the work shall be carried out by the Contractor again at the Contractor's own expense to the approval of The Council.

## **12. ACTIVITIES AND EVENTS**

- 12.1 The site of Lion Green included in this Contract is, from time to time, hired for public events such as the Circus, music and other festivals and youth group events.
- 12.2 These activities may occasionally lead to a conflict of priorities. The Contractor shall note that special events or activities authorised by The Council on those sites will take priority over activities contained in this



Contract.

- 12.3 It should be noted that very few of the events require any input from the Contractor but may require programmed work to be carried out at a slightly amended time in order to accommodate the event.
- 12.4 Where the Contractor is prevented from carrying out works planned in advance because of the occurrence of such an event or activity, the Contractor shall notify The Council who will permit the rescheduling of the works without penalty.
- 12.5 Notification of events that are likely to affect work programming will be provided by The Council at least two weeks in advance of the scheduled event. Longer notice will be given whenever possible.
- 12.6 **Appendix 1** of this document provides details of currently agreed usage of Lion Green for events.

### **13. EQUIPMENT**

- 13.1 All plant, machinery, sprayers and other kinds of maintenance equipment used in this Contract shall be approved appropriate for the work specified in line with manufacturers' recommendations.
- 13.2 All plant and equipment to be used shall be maintained in good operational order, tines and blades shall be sharp, and all parts accurately adjusted to function properly, as necessary to achieve the standard of workmanship required by the Contract.
- 13.3 The Contractor shall not permit any vehicle or item of plant to carry a weight above that prescribed by the manufacturer for that vehicle or item of plant.

### **14. HEALTH AND SAFETY**

- 14.1 The Contractor is required to supply adequate signage of any hazardous operations and will be responsible for ensuring that all works are performed in such a way as to prevent risk or danger at all times to both the public and the workforce.
- 14.2 The contractor shall ensure that machinery and equipment used shall be safe, properly guarded and maintained.
- 14.3 Machinery must not be left unattended at any time
- 14.4 The contractor must ensure that all employees are trained according to Health and Safety Policies and wear the appropriate protective clothing.
- 14.5 Operatives must be CRB checked and be able to produce a current copy for The Council to keep on file.

### **15. MATERIALS**

- 15.1 Unless otherwise stated, all materials required for satisfactory performance of the Contract shall be provided by the Contractor and the Contractor shall make due allowance in the tendered price for providing all necessary transport and labour for the collection, delivery or receipt and safe storage of materials.
- 15.2 All weedkillers should be as environmentally friendly as possible, and peat free compost should be used.

### **16. LOCATION OF SHARPS**

16.1 The Contractor is required to collect discarded sharps from all public areas in this Contract and to carry out safe disposal of discarded sharps with the aim of ensuring a safe environment free from drugs and injury.

16.2 The Contractor shall ensure that staff is adequately trained in handling sharps and drug-related litter and that all operations are carried out so as to minimise the risk of needle stick injuries.

16.3 The Contractor shall report all findings of drug related litter to The Council.

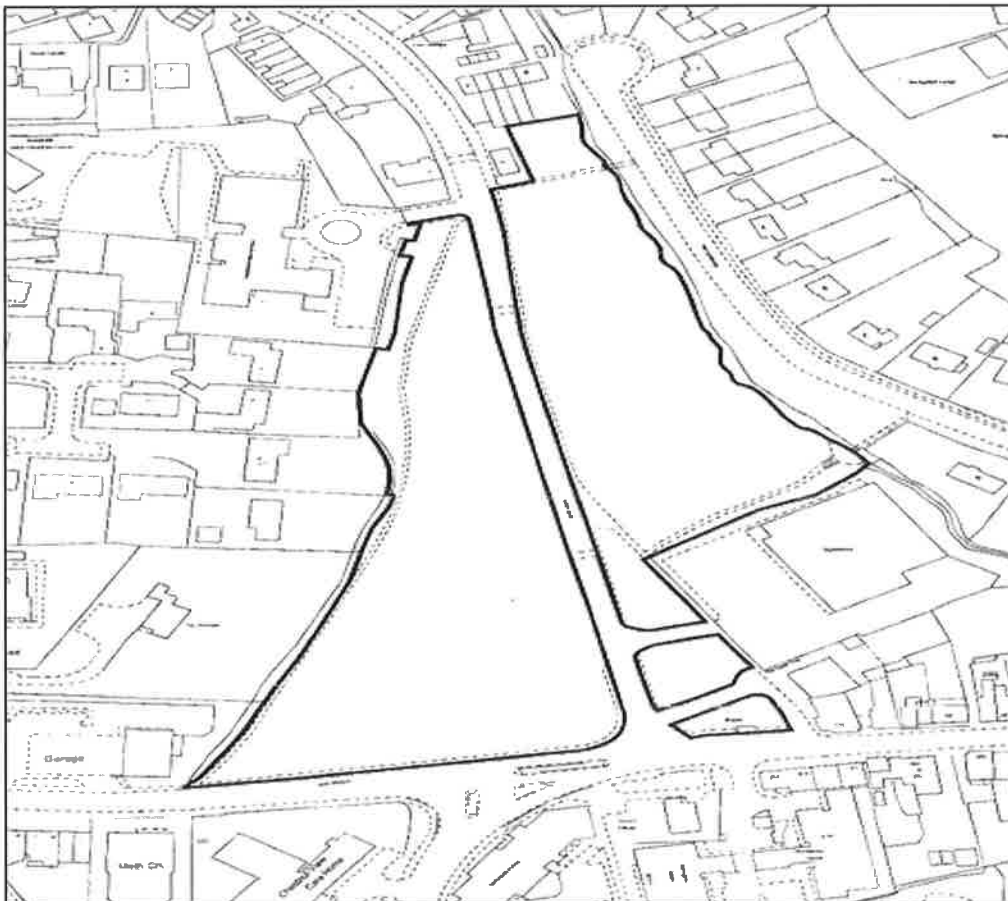
**17. WORK ON/NEAR THE PUBLIC HIGHWAY**

17.1 When undertaking work on, or adjacent to, a public highway the Contractor shall comply with the relevant legislative requirements including the provision of adequate signage, barriers, and protective clothing during the period of work.

17.2 The Contractor shall comply with the Code of Practice 'Safety at Street Works and Road Works' issued by the Secretary of State for Transport under Section 65 of the New Roads and Street Works Act 1991.

**18. COLLECTION AND DISPOSAL OF WASTE**

18.1 The Contractor shall make appropriate arrangements for disposal of all waste materials including litter, grass clippings and other vegetation.



**APPENDIX 1**

**Regular Events – Lion Green**

|             |   |
|-------------|---|
| <b>Jan</b>  |   |
| <b>Feb</b>  |   |
| <b>Mar</b>  |   |
| <b>Apr</b>  | Fun Fair                                  |
| <b>May</b>  | Classic Car Show                          |
| <b>June</b> |   |
| <b>July</b> | Fringe Festival (bi-annual)<br>WAVE event |
| <b>Aug</b>  |   |
| <b>Sept</b> | Circus<br>Food Festival<br>Oktoberfest    |
| <b>Oct</b>  |   |
| <b>Nov</b>  |   |
| <b>Dec</b>  | Christmas Carols                          |

**APPENDIX 2 - SPECIFICATION LG1**



# HASLEMERE TOWN COUNCIL

## LION GREEN GROUND MAINTENANCE SPECIFICATION Ref LG/1

### Note

This specification must be read in conjunction with the Contract Procedure Rules.

### Contract requirements

| Grass cutting   | No. of times per year |
|---|-----------------------|
| Weekly grass cutting of Lion Green through the growing period (March-October) – except for the Wildflower Area (marked with green line and Lion Green Orchard (marked with a ★ see map) | 28                    |
| Strim areas along boundaries and around fixed obstacles through the growing period (March-October)  | 22                    |
| Edging of the footpaths and play area   | 1                     |
| Spiking the grass (Autumn/Winter)   | 4                     |

| Grass cutting – WILDFLOWER AREA 2m strip from the stream   | No. of times per year |
|--|-----------------------|
| Grass cutting of wildflower area (adjacent to the stream and marked with a green line) and arisings to be collected and taken off the wildflower area (first cut in May, second cut mid/end August) <sup>1</sup> | 2                     |

| Grass cutting – LION GREEN ORCHARD   | No. of times per year |
|--|-----------------------|
| A mower's width of weekly grass cutting and collection of arisings through the growing period (March-October) along it's four perimeter edges and a vertical path through the middle (either to the right or left of the tree in the middle) | 28                    |
| Grass cutting of entire orchard and arisings to be collected and taken off the orchard area (first cut in May, second cut end August)  | 2                     |

| Tree management   | No. of times per year |
|---|-----------------------|
| Raising the crowns of all trees on Lion Green and removal of epicormic growth | As needed             |

| Leaf Clearance  | No. of times per year |
|---|-----------------------|
| Clearance of leaves from Lion Green during Autumn fall (to include the road from Lion Lane to the Apple Tree) | 16                    |

| Stream between Lion Green and Weysprings | No. of times per year |
|--|-----------------------|
| Clearing of culvert                      | 4                     |
| Clearance of entire stream               | 1                     |

<sup>1</sup> Council may decide to discontinue this wildflower area in November 2022 in which case it would be treated as a normal grass cutting area

| Hedge cutting   | No. of times per year |
|---|-----------------------|
| To cut hedge line along path from Esso garage to Shottermill Primary school | 2                     |

**General Conditions**

**1. Grass Cutting**

- 1.1 The contractor shall maintain the grass between 50 mm and 75 mm throughout the Contract period leaving no uncut grass between passes and no tufts or bents shall be left standing above the general sward area on completion of cut.
- 1.2 The Contractor should recognise that it may be necessary to employ more than one type of machinery on a site in order to achieve this standard.
- 1.3 Grass shall not be cut when ground conditions are so wet that damage to the surface occurs.
- 1.4 Certain areas are planted with naturalising bulbs and corms and these areas shall be left uncut until the plant leaves have died back.
- 1.5 Mowing shall be carried out as close to fixed structures as possible. Moveable obstructions shall be removed to facilitate cutting and replaced afterwards.
- 1.6 The Contractor shall be required to maintain the grass along boundaries and around fixed obstacles such as posts, furniture and rubbish bins to the same standard as the main grass areas. This shall be achieved by use of edging shears or strimmer. The Contractor shall ensure that adequate care and attention is paid so as to prevent damage to the fixed objects.

**2. Autumn Leaf Fall**

- 2.1 Following the end of the autumn leaf fall, the Contractor shall clear and dispose of all fallen leaves on Lion Green.

