

CONSTRUCTION CONTRANT **AGREEMENT**

This agreement (the 'Contract') is dated this 4 day of September, 2025.

Between

Hassocks Parish Council (the 'Client')
at Parish Centre, Adastra Park, Keymer Road, Hassocks, BN6 8QH

And

Barcombe Landscapes Contractors Limited (the 'Contractor')
at Springlands, Town Littleworth, Cooksbridge BN8 4TH
(Company No. 02925611)

collectively known as 'the parties'.

CONSTRUCTION PROJECT

The Property that is to be worked on (the 'Construction Project') is located at the following sites shown on the location maps provided (appendices 1-4):

Project 1: PROW 8K & 9K (Hassocks to Ditchling) - PROW 9K from junction with PROW 24K, behind 49 Damian Way, north to junction with PROW 8K then southeast section of PROW 8K to the Hassocks Parish Council boundary line marked by a hedge.

Project 3: PROW 19K (Woodsland Road towards Grand Avenue) – From PROW 19K at junction with PROW 11K, adjacent the stream opposite 69 Woodsland Road (Point A), east to junction with PROW 21K adjacent the footbridge (Point B) and a further 10m north to the Birch Way car park.

Project 4: PROW 11C (Crossways Lane) - PROW 11C south of Crossways Lane at junction with PROW 74HU/1.

Project 5: PROW 14C (Hassocks to Clayton Maintenance Repair) - PROW 14C alongside Butcher's Wood. Access to the site is via Ockenden Way.

SCOPE OF WORK

The Contractor agrees to perform the scope of work as outlined below:

Public footpath improvements ~~at four sites~~ constructed in accordance with the WSCC specification for Rural Footpaths (appendix 6).

Project 1: Install a 1.4 metre wide path for a distance of 305 metres to the WSCC specification (Option A). Provide a number of drainage channels/pipes (minimum of two) under the section of Path 9K linking to a drainage channel running behind the houses in Damian Way and to replace the 1.5 Metre section of pipe linking the drainage channel to the stream with a 4 inch pipe. Clear and re-instate ditch on easter side of path adjacent to hedgerow to allow drainage away from new path. NB. No topsoil to be removed from this site. On PROW 8K ensure that drainage channels allow natural water flow across the field to prevent water pooling on the north side of path.

Project 3: Clear vegetation, remove small trees and grind out stumps in accordance with TPO permission (Ref: DM/25/1299), to allow the path to follow its original route.

Trim back shrubbery and undergrowth and fallen dead wood on both sides of the route to allow a 1.4 metre wide path to be constructed. In addition, there are 9 places where significant clearance is required (refer to appendix 2):

1. Clearance of shrubbery and dead wood (covered in ivy) lying across the path
2. Trimming back Laurel bushes restricting the path width
3. Removal of 7 small trees (2 Oak / 4 Ash with die-back symptoms / 1 Blackthorn)
4. Removal of low branches of hazel (which will be coppiced) and overhanging Willow
5. Removal of dead tree leaning across path
6. a) Removal of dead tree leaning across path & b) Removal of 3 low branches from Willow
7. Removal of dead tree (blackthorn covered in ivy) leaning across path
8. Clearance of shrubbery and blackthorn obstructing the path
9. Clearance of shrubbery and blackthorn obstructing the path

Seven replacement 8m saplings, 2 field maple, 2 blackthorn, 3 oaks, to be procured and planted in accordance with the replanting plan (appendix 5), approved by MSDC.

Install a 1.4 metre wide path to the WSCC specification (Option A) approx. 245 metres from Point A to Point B plus an additional 10 metre section from the new path at Point B to the car parking area in Birch Way. Where natural edging cannot be attained by the use of the existing soil then wood strip edging should be provided to maintain the integrity of the path.

Project 4: Install a 1.4 metre wide path to the WSCC specification (Option A) for a distance of approx. 45 metres to the south of the existing surfaced path. Worn patches on the existing path from Crossways Lane to be reinstated.

Project 5: Repair the sub-base (where required) and relay an approx. 40 metre section of the path in tarmac, increasing its level by approx. 50mm to bring it above the surrounding ground level, and at a width of 1.4m. Work should adhere to the principles stated in the attached WSCC specification for Rural Footpaths, with the following exceptions Sub-base=200mm, Binder Course= 50mm and Surface Course=20mm.

In addition to the aforementioned, the Contractor agrees to conform to the following Conditions of Contract:

- a) The works will be designed and executed in accordance with all local authority by-laws,

- Building Regulations and statutory obligations.
- b) The Contractor will provide all labour, materials, fuel, carriage, plant, tools and machinery necessary to execute the works.
 - c) The contractor will provide risk assessment and method statement (RAMS) for each project prior to starting work on site
 - d) The Contractor will inform the Parish Council at the Contractors earliest convenience if there are any issues of a Health and Safety nature
 - e) The Contractor shall ensure that the clearance of all waste on all aspects of the work is included within the quotation price
 - f) The Contractor will ensure that site safety is a priority and all relevant legislation relating to the Health & Safety at Work Act and any other applicable legislation is strictly adhered to.
 - g) Hassocks Parish Council cannot accept responsibility or liability for any claim, loss or damage whatsoever which may arise resulting from the lack of care and attention on behalf of the Contractor whilst the Contractor or their employee(s) or sub-contractors are carrying out work on behalf of the Hassocks Parish Council
 - h) Temporary path closure notices must be obtained from West Sussex County Council prior to starting work on site

CONTRACT TERMS

- This Agreement shall be effective on the date of the signing of this Agreement (hereinafter referred to as the "**Effective Date**") and will end when the construction services are completed.
- The term of this Agreement may be extended upon the provision of written consent from both Parties.
- The Parties agree that the Construction will begin on 25 September 2025 and will end on or before 31 October 2025 in accordance with the following schedule:

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Project 1: 25 ~~Sept~~ – 9 Oct (9 days)
Project 3: 20 - 28 October 2025 (7 days)
Project 4: 30 October 2025 (1 day)
Project 5: 31 October 2025 (1 day)

FEES

- The Parties agree that the cost of the services will be as follows:

Project 1: £12,814.50 (path construction) + £800 (ditch) = £13,614.50
Project 3: £10,290 (path construction) + £2,250 (clearance) + £1,916.50 (stump grinding) + £210 (saplings) = £14,666.50
Project 4: £1,890 (path construction)
Project 5: £2,433 (path construction)

Total £32,604 excluding VAT

- The Parties agree that the Contractor will provide an invoice to the Client for the Services COMPLETED.

PERMITS AND LICENCES

- The Parties agree that it is Contractor's duty to obtain all permits and licences.

MATERIALS AND LABOUR

- The Parties agree that it is the Contractor's responsibility to provide, as well as pay for, any labour and/or equipment needed to complete the construction as per the Agreement.

ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR

The Contractor agrees to the following:

1. To supervise, manage and complete all the construction services as per this Agreement.
2. To keep record of the documents safe and accessible only to the Contractor and the Client, as per current GDPR requirements.
3. To take all necessary precautions for all safety on site.
4. To bear responsibility for any acts of negligence.
5. To maintain the property, keep it clean, and to safely dispose of hazardous materials and waste.

INSURANCE

- The Parties agree that it is the Contractor's responsibility to hold relevant insurance for the work. The Contractor must have adequate insurance cover in place for the duration of the contract, including public liability of no less than £5m.
- The Parties agree that it is the Client's responsibility to maintain insurance that covers replacement costs in the event of fire, theft, act of nature and/or casualty(s).

TERMINATION

- This Agreement may be terminated in case the following occurs:
 1. Immediately in case one of the Parties breaches this Agreement.
 2. This Agreement will be terminated when both Parties complete their obligations.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.

APPENDICES:

- The Client has had the following documents prepared which show and describe the work to be done:

Appendix 1: Project 1 – location map

- Appendix 2: Project 3 – location map
- Appendix 3: Project 4 – location map
- Appendix 4: Project 5 – location map
- Appendix 5: Project 3 – replanting plan
- Appendix 6: WSCC specification for Rural Footpaths

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement, demonstrated throughout by their signatures below:

Client: E. Langridge (name)

E. Langridge (signature) 4 / 9 / 25 (date)

Witnessed by: Helen Valler (name)

H Valler (signature) 4 / 09 / 25 (date)

Contractor: BARCOMBE LANDSCAPES LIMITED (name)

[Signature] (signature) 15 / 08 / 2025 (date)

Witnessed by: P. RICHARDSON (name)

P. Richardson (signature) 15 / 8 / 25 (date)