Grass Pitch Improvement Funding

**Site Owner and Site User Grass Pitch Maintenance Agreement**

**Guidance Notes**

**INTRODUCTION**

This guidance has been developed to guide both site owners and site users (Football Clubs or Leagues) who wish to work in partnership to improve the quality of the Grass Football Pitches.

This document includes the following guidance:

* **Sample Site Owner and Site User Grass Pitch Maintenance Agreement**
* **Sample Contractor Tender Form**
* **Sample Contractor Method Statement**
* **Sample Grounds Risk Assessment**

**Sample Site Owner and Site User Grass Pitch Maintenance Agreement**

This agreement details the responsibilities of the site owners and site users (Football Clubs). **It should be used as a template and can be edited to suit individual circumstances.** It is separate to any existing lease or hire agreement a football club might have but it should be used to ensure that additional maintenance works can take place safely on the site.

In addition to the agreement the following should be appended to it:

* A pitch layout plan of the XYZ site showing the pitches which are part of the agreement.
* A copy of the Grass Pitch Assessment Report.

The contractor carrying out the maintenance work as part of the agreement should supply the following documents to the Football Club and Site Owner:

* Method Statement
* Insurance
* Risk Assessment
* Operative Qualifications
* Product details/specification
* Safeguarding Certificates (if required)

**Sample Contractor Tender, Contractor Method Statement & Grounds Risk Assessment templates**

The **Sample Contractor Tender** template can be used as a guide by clubs to tender to contractors for maintenance procedures. This information would be developed at **quotation/tender stage** with guidance provided by the GMA Regional Pitch Advisor and County Football Association Facility and Investment Lead.

**It should be used as a template and can be edited to suit individual circumstances.**

The **Contractor Method Statement & Grounds Risk Assessment templates** are examples that can be used by clubs to check that a contractor tendering for the work is supplying the right level of information.

**Sample Site Owner and Site User Grass Pitch Maintenance Agreement**

***This document will need to be edited and agreed by the Site Owner and Site User***

**INTRODUCTION**

This agreement has been developed to guide both site owners and site users (football clubs) who wish to work in partnership to improve the quality of the Grass Football Pitches. It aims to set out the responsibilities of a Club wishing to improve grass football pitches where the pitches are under different ownership such as a Local Authority, School, Town and Parish Councils. It is important for all partners to work together to achieve the common goal of improving the quality of Grass Football Pitches

This agreement relates **only** to the improvement of the grass football pitches at the **named site**. Other agreements may exist for other facilities on the site and they might be subject to other agreements.

**ETHOS AND PURPOSE OF THE AGREEMENT**

To establish an agreement setting out the roles and responsibilities of each partner to enable them to achieve common aims and objectives to improve the quality of grass pitches at XYZ site.

It will set out the role of the Football Club and its contractors and the information required by the Site Owner so that additional maintenance procedures to be carried out safely.

This agreement can be varied to best meet each partner needs and should be used to develop a clear understanding of roles and responsibilities and should be developed in good faith and used as a working partnership document.

The Football Club in the agreement has agreed to sign up to receive Football Foundation Grant Aid for the duration of 10 years to improve the quality of the Grass Football Pitches at the named site.

**GENERAL CONTEXT OF PARTNERSHIP AGREEMENT**

This agreement is **not a lease**, it is an agreement for the named club to carry out additional maintenance procedures to improve the quality of pitches at XYZ site. The site owner is encouraged to ensure that the Football Club partner has priority access to pitch bookings.

**THIS AGREEMENT** is dated 31.01.2020

**BETWEEN:**

1. Site Owner – XYZ Local Authority/School/Club – correspondence address
2. Football Club – XYZ FC, correspondence address: 26 Sanderson Road, Westoning, Bedfordshire, MK45 5JY

Football Club be signing up for a period of up to 10 years to the Football Foundation to use their best endeavors to improve the grass pitches at XYZ site.

**KEY CONTACTS**

1. Key Contact for Site Owner – YZ Local Authorty/Land Owner/County Council – correspondence address and contact details
2. Key Contact for Football Club – XYZ – correspondance address and contact details

*Add more contact details if required*

**KEY INFORMATION**

1. XYZ is the owner of XYZ site by the way of Freehold or Leasehold
2. If leasehold, please state the length of the lease
3. The football pitches at XYZ site are used by XYZ football club.
4. The parties enter into this agreement in order to set out the terms upon which the Club shall engage a contractor to carry out works or carry out the work to improve the quality of the grass football pitches.
5. It is advised that the partners in this agreement meet regularly and agree a reporting system to ensure that each partner is kept informed of works.

**THE SITE**

A pitch layout plan of the XYZ site is attached in **Appendix A.**

**KEY PARTNER ROLES**

**Site Owner**

The site owner is responsible for the following:

* Giving its permission for XYZ football club to carry improvement works to the pitches on XYZ site as set out the Grass Pitch Assessment report (and in line with their funding agreement with the Football Foundation – delete if not applicable).
* The site owner shall provide an agreed schedule of maintenance to the club that clearly outlines the tasks and frequency for what the site owner is responsible for on an annual basis.
* If the site is accessible to the general public, the Site Owner is responsible for maintaining the relevant public liability insurances.
* The site owner will grant its permission to the Football Club to performance test the pitches using the Football Foundations **PitchPower app.**
* The site owner will discuss any additional site user/ booking requests with the club to ensure that the football pitches aren’t being overplayed and the club can continue to meet the required performance standard.

**Site Owner** **Current Maintenance Procedures**

*List below the current maintenance procedures that are the responsibility of the site owner*

|  |  |
| --- | --- |
| **Description of Task** | **Frequency** |
|  |  |
|  |  |
|  |  |

*Add additional rows if required*

**Football Club**

The football club is responsible for the following:

* Providing an annual schedule of football pitch maintenance works required that are in addition to what is carried out by the site owner.
* Ensuring that the tasks required are carried out in accordance with the GMA recommendations and are performance tested using the pitches using the Football Foundation’s PitchPower app.
* Ensure that all works are carried out by club officials or specialist maintenance contractors are in line with current Health and Safety practices.
* Ensure that it keeps accurate records of specialist maintenance contractors commissioned to carry out any pitch improvement works – **Insurance, Method Statement, Risk Assessments, Product Details and Specifications and Safeguarding Certificates (DBS).**
* Ensure that the Site Owner is supplied with the following information from specialist maintenance contractors before any work takes place:

**Insurance:** The contractor ensures that it always has adequate public liability insurance in place, and it provides a copy of such insurance policies. Recommend £10 million worth of cover.

**Method Statement:** To ensure contractor method statements are in place for all tasks associated with any works to be undertaken, and to provide on request a copy of such method statements.

**Risk Assessment:** To ensure risk assessments are in place for all tasks associated with any works to be undertaken and provides a copy of such risk assessments.

**Operative Qualifications:** It is the contractor’s responsibility to ensure that its employees are suitably qualified and training to carry out the planned maintenance procedures. The contractor is required to provide evidence of qualifications for its employees.

**Product details/specification:** To ensure a detailed specification is in place for **ANY** products that are to be applied during any works undertaken, and to provide on request a copy of such product details/specifications to the site owner.

**Safeguarding:** In some cases when working on Local authority or School Sites, contractors will be asked to provide evidence of DBS check of its operatives.

**Football Club Additional Maintenance Procedures**

*Give an overview below of the current maintenance procedures carried out by the football club (this should include the guidance given in the Pitch Advisors report).*

|  |  |
| --- | --- |
| **Description of Task** | **Frequency** |
|  |  |
|  |  |
|  |  |

*Add additional rows if required*

**Payment of the Planned Additional Maintenance Procedures**

yyyy Football Club has received a Football Foundation Grant towards carrying out additional works set out above and detailed in the Grass Pitch Assessment Report.

yyyy Football Club is responsible for paying the contractor to carry out the works agreed.

The Football Club should agree with the Site Owner the most cost-effective solution to make this payment.

*Add additional information if required*

**Changes to this Agreement**

This agreement can only be changed with full consultation of all partner agencies and should be done in consultation the relevant County Football Association and the Football Foundation.

This agreement will be subject to review every twelve months, with the first review due to take place in <date>.

**Signed by Site Owner:**

**Name:**

**Date:**

**Signed by Football Club:**

**Name:**

**Date:**

**Sample Contractor Tender Form**

***This document will need to be edited by the Football Club for a contractor to provide a quotation for the works.***

**INVITATION TO TENDER**

**1.** yyyy Football Club hereby invites tenders for the carrying out the Pitch Improvement Works in accordance with the Contract documents outlined below.

**2.** Prospective Contractors should ensure that they are completely familiar with the nature and extent of the obligations to be accepted by them, if their tender is accepted.

**3.** Any queries regarding the interpretation of any part of the Contract documents should be addressed to the Football Club by no later than one week before the closing date.

**4.** The tender shall be submitted on the Form of Tender in the **Schedule of Pitch Improvement Works Table**

**5.** Prospective Contractors should note that the Football Club is not bound to accept the lowest, or any tender. The Football Clubs decision is final, and no correspondence will be entered into on the reasons why a tender has been rejected.

**6.** The successful tender together with the Football Club written acceptance shall form a binding agreement in the terms of the Contract documents.

**7.** If having examined the tender documents and you wish to submit a tender you should provide and return the following documents:

* **Schedule of Pitch Improvement Works Table**

## Details relating to Prospective Tenderer

## Insurance: The contractor ensures that it always has adequate public liability insurance in place, and it provides a copy of such insurance policies. Recommend £10 million worth of cover.

* **Method Statement:** To ensure contractor method statements are in place for all tasks associated with any works to be undertaken, and to provide on request a copy of such method statements.
* **Risk Assessment:** To ensure risk assessments are in place for all tasks associated with any works to be undertaken and provides a copy of such risk assessments.
* **Operative Qualifications:** It is the contractor’s responsibility to ensure that its employees are suitably qualified and training to carry out the planned maintenance procedures. The contractor is required to provide evidence of qualifications for its employees.
* **Product details/specification:** To ensure a detailed specification is in place for **ANY** products that are to be applied during any works undertaken, and to provide on request a copy of such product details/specifications to the site owner.
* **Safeguarding:** In some cases when working on Local authority or School Sites, contractors will be asked to provide evidence of DBS check of its operatives.

## Sign the form

(b) **Return tenders and all related documentation to: -**

*Insert Date and contact details*

**Tenders received late will not be considered.**

# Club Contact:

*Insert details*

**Site Details**

The sites are situated at XYZ Site

Before tendering the Contractor is advised, at his own discretion, to visit the sites to satisfy himself as to the full extent of the Contract Specification. No claims arising from failure to do so will be accepted.

**Schedule of Pitch Improvement Work**

***Insert the list of work involved to each pitch and number frequency of work***

|  |  |  |
| --- | --- | --- |
| **Description of Pitch Improvement works** | **Frequency** | **Price** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| **TOTAL CONTRACT COST** |  | £ |

**Site Details**

The sites are situated at XYZ Site

Before tendering the Contractor is advised, at his own discretion, to visit the sites to satisfy himself as to the full extent of the Contract Specification. No claims arising from failure to do so will be accepted.

## Workmanship and Equipment

The workmanship must be of the highest standard and shall conform to all relevant British Standards, Specifications and Codes of Practice.

**Additional Erection/Installation**

The Football Club could add additional outside fixtures and fittings during the period of the Contract and no application from the Contractor to adjust the Contract price will be considered.

**Duration of Contract**

The duration of the Contract will be from xxxxx until xxxxx, with the final decision on the duration of the Contract to be made by the Club after the tenders have been received.

Tenders are to be priced on an annual basis. There will be no opportunity to alter the rates tendered during the term.

**Payment to Contractor**

The full contract sum shall be paid in equal monthly instalments throughout the year, on receipt of monthly invoice from Contractor.

## Termination of Contract

Either party may, without reason, terminate the Contract, in writing, giving three months’ notice.

## Insurance

The Contractor is required to have a minimum of £10,000,000 public liability insurance. A current Certificate of Insurance to this effect must be produced to the Football Club prior to commencement of the Contract. The Contractor shall indemnify the Council against any claim or proceedings for any injury or damage to any property or persons or animals as a result of negligence, poor workmanship or failure to notify the Council of any action likely to cause injury or damage to a third party.

## Health and Safety

The Contractor shall accept full responsibility for compliance with the Health and Safety at Work Act and all other Acts and Regulations in respect of the work comprised in this Contract.

**Notes to Tenderers**

a) Attention is drawn to the Form of Tender and Standard Conditions of Contract. These documents must be read in conjunction with the Specification of Works, Plans and Schedule of Works. Contractors are advised to carefully read all documentation.

b) The prices to be included in the Form of Tender are to be the full inclusive value of the work described, including all profit, costs and expenses, and all general risks, liabilities and obligations.

c) A price shall be inserted against each item on the Form of Tender.

d) No alteration to the text of the Form of Tender is to be made by the Contractor tendering. Should any alteration, amendment, note or addition be made, the same will not be recognised and the reading of the printed Schedule will be adhered to.

f) Weed killing chemicals must only be applied where specified and must be applied by certificated staff. Evidence of certification must be provided to the Football Club.

g) A regular inspection will be carried out by the Football Club and Site Owner throughout the period of the Contract to ensure the work is completed in accordance with the Specification of Works.

h) Invoices presented for payment must include a schedule of the works completed in that month including the dates of the work.

i) Contractors are asked to contact the Football Club if any clarification is required.

I/We agree to complete the work in accordance with the Invitation to Tender, Standard Contract Terms, Specification of Works, Schedule of Works and location plans.

I/We understand that yyyy Football Club is not bound to accept the lowest or any Tender and that the Football Club will not be responsible for any expense incurred in a contractor preparing their return

I/We certify that the amount of the Tender has not been calculated by agreement or arrangement with any other person, firm or company and that the amount of the Tender has not been communicated to any person and will not be communicated to any person until after the closing date for the submission of Tenders.

Signed: Name:

Position: Date:

Of:

Address:

Telephone Contact number:

## Details relating to Prospective Tenderer

1. Name:

2. Address:

3. Telephone number: Fax number:

4. Contact Name and Position in Company:

5. Nature of Business:

6. If the Business is a Company:

Is it a Subsidiary of another Company?

If yes, please give details:

7. Date of Business formation:

8. Please state number of grounds maintenance employees:

9. Please state which branch the Contract will be serviced from:

10. Please give any other details, which you feel may be relevant, for example, similar Contracts in the area or for similar clubs and Local Authorities:

Signed:

Position:

Date:

**Grass Pitch Improvement Funding**

**Sample Contractor Method Statement**

***This is a sample Contractor Method Statement and maintenance contractors are encouraged to supply their own version if it adequately covers the same areas outlined.***

**Method Statement Number:** 1

**Method Statement Date:** 04/04/19

**Method Statement Author:** Mr XXXX

**Project/Contract:** Aeration of 4 Football Pitches

**Start Date:** May 2019

**Expected job duration**: 2 days

**Client Contact:** C\*\*\*\*\*\*\* FC Mr XXXXX

**Site Owner:** xxxx LA

**Site Address:** XYZ site

**Contractor Key Contact:** contractor to detail

**Description and Method of works:**

Aerating of 4 Football Pitches

1. Arrive on site with Tractor and suitable aerator on trailer unit.
2. Ensure that key contact is located and the method statement is discussed detailing any site changes, timeframe and area of work.
3. **The contractor must establish if it is safe to carry out the planned works by carrying out a Grounds Risk Assessment Form.**
4. Unload tractor in safe area
5. Survey pitches to be aerated to ensure safe and debris free
6. Commence aeration operation with tractor moving at approx. 3-5 kph
7. On completion re load tractor onto trailer unit and depart

**Information to all Staff**

The following must always be observed by all staff, any deviation from these control procedures must be authorised by the management or safety representative.

**Communication with Other Workers on Site.**

All staff will report to the site for induction on arrival. The site manager will inform staff of any hazards that are present on site. Staff will inform the site manager of the work to be carried out and how it could affect other trades working on the site. Where necessary notices will be posted advising of any hazards present during the works. Where contractor activities cross, the senior person must liaise with the other trades to ensure safe operation.

**First Aid**

It is the responsibility of the contractor to ensure adequate First Aid provision for its staff. Adequate means provision of a trained first aider, suitable first aid equipment and/or the provision of an appointed person at the minimum. A trained First Aider will be a suitable person who has attended an HSE approved course of at least three days duration. An Appointed Person is a person provided by the employer to take charge of the situation (e.g. to call an ambulance) if a serious injury/illness occurs in the absence of a First Aider. The Appointed Person can render emergency First Aid if trained to do so. All staff when inducted will be made aware of the location of the First Aid kit.

**Personal Protective Equipment (PPE)**

PPE will be provided as a last form of protection against a hazard. Staff will use the appropriate PPE for the task as identified in the risk assessment.

All site workers will wear Safety boots, Hi Visibility Vests, Hard Hats and protective clothing always, other items of PPE such as eye protection, hearing protection and gloves are available to be worn as and when necessary and as determined by the risk assessment.

**Preparation & Induction**

A risk assessment will be carried out for all tasks, any queries or concerns will be raised with the contract manager who will ensure it is dealt with. Staff will be inducted onto site in order to understand the hazards present on site and the tasks that are to take place. Staff will also be advised of other site activities that could impact on their work and be made aware of any liaison that needs to take place between different trades. Staff will follow all site rules and safety procedures.

**Staff and Training**

The task will be carried out by staff from Larch Groundwork Ltd, all staff are qualified, experienced, receive on-going training, and hold suitable qualifications. Apprentices are under constant supervision by experienced members of staff. Any sub-contractors appointed by us have been assessed for their ability and suitability to carry out the tasks allocated to them.

**Tools and Electrical Equipment**

All tools and equipment will be visually inspected on a regular basis, defective or damaged equipment will be removed from service. Electrical tools will be 110V or battery operated where possible. Sub-contractors will not be allowed to bring on to site any damaged or defective tools, the site foreman is responsible for ensuring that all tools and equipment allowed on the site are fit for purpose. Any portable electrical equipment taken on to site must be PAT tested every 3 months when used on construction sites, 6 monthly for heavy use activities and annually for other activities. A risk assessment will determine if inspection periods need to be varied.

**Welfare**

The Contractor will be responsible for providing adequate washing, toilet, drying and refreshment facilities its staff. Staff and contractors are responsible for ensuring that such welfare facilities are maintained in a clean and wholesome manner if required.

**Sample Grounds Risk Assessment Form - To be completed by the maintenance contractor**

|  |
| --- |
| **Ref/ID no** |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Task Assessed** | **Equipment used** | **Location** | **Risk To** | **Assessment Date** | **Assessment Carried out by** | **Assessment Review Date** |
| Use of pedestrian mower scarifier, spiker, aerator. | Mower, Scarifier, spiker, aerator | All Parks, grounds and open spaces | Staff, General public |  |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No** | **Hazards** | **Risk Identified** | **Risk Rating** | **Preventative Measures to be followed** | **Risk rating with preventive measures** | **Additional Action/ Comments** |
| 1 | Noise, HAVS, flying debris, dust, foot injury, manual handling | Loss of hearing / tinnitus, vibration white finger, injury to eyes/ body bruising or laceration, lungs / eyes, crushing, back injury | **MEDIUM** | Wear all PPE at all times in accordance to company policy and user manual. Operatives to have all correct training in use of machine, manual handling | **LOW** |  |
| 2 | Fueling/refueling | Fire, explosion, dermatitis, toxic gases, burns. | **MEDIUM** | Always fuel/ refuel in open air, wear appropriate PPE, use correct equipment i.e. funnel, check around hot machine parts for debris. No smoking or use naked flames | **LOW** |  |
| 3 | Loading/unloading of machine | Crushing, bruising, laceration, back injury, muscle strain. | **MEDIUM** | Use correct ramps with vehicle all operators to be trained in manual handling ask for help from other team members/ grounds staff when transporting ensure machine is correctly strapped down. | **MEDIUM** |  |
| 4 | Removal of debris from moving parts | Laceration, loss of limb, back injury, bacterial infection. | **MEDIUM** | Wear correct PPE (gloves), make sure the machine has completely stopped all operations remove spark plug cap where possible. All operators to be trained in use of machine as well as manual handling. Wash hands before consuming food smoking etc. | **LOW** |  |
| 5 | Waste removal and emptying of collector | Laceration, back injury, bacterial infection. | **MEDIUM** | Wear correct PPE (gloves), make sure the machine has completely stopped all operations. All operators to be trained in use of machine as well as manual handling. Wash hands before consuming food smoking etc. | **LOW** |  |
| 6 | Environmental conditions, slips, trips and falls | Weather conditions: heat exposure, cold, wind, wet, dry dusty, pollen, smells | **LOW** | Use correct PPE, sun block, hand wipes, appropriate breaks according to extreme weather conditions. | **LOW** |  |
| 7 | Storage of machine | Trapping, crushing, toxic gases | **MEDIUM** | Storage area to be well ventilated, clean, well lit, free from trip hazards. | **LOW** |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **HARZARD SEVERITY** | | | | |
| **Negligible**  Negligible injury, no absence from work | **Slight**  Minor injury requiring first aid treatment | **Moderate**  Injury leading to a lost time accident | **High**  Involving a single death or serious injury | **Very High**  Multiple deaths |
| **Very Unlikely**  A freak combination of factors would be required for an incident to result | **LOW** | **LOW** | **LOW** | **LOW** | **LOW** |
| **Unlikely**  A rare combination of factors would be required for an incident to result | **LOW** | **LOW** | **LOW** | **MEDIUM** | **MEDIUM** |
| **Possible**  Could happen when additional factors are present, otherwise unlikely to occur | **LOW** | **LOW** | **MEDIUM** | **MEDIUM** | **HIGH** |
| **Likely**  Not certain to happen but an additional factor may result in an accident | **LOW** | **MEDIUM** | **MEDIUM** | **HIGH** | **HIGH** |
| **Very Likely**  Almost inevitable that an incident would result | **MEDIUM** | **MEDIUM** | **HIGH** | **HIGH** | **HIGH** |
|  |  |  |  |  |

**Priority Action Table**

|  |  |  |
| --- | --- | --- |
| **Risk Level Rating** | **Action** | **Priority** |
| **HIGH** | Significant risk | **Immediate Action to be taken** |
| **MEDIUM** | Risk must be reduced where further action identified | **Action Required** |
| **LOW** | Risk is controlled but monitor the control measures | **Ongoing Monitoring** |

|  |
| --- |
| **Machinery Operating Procedure**   * Carryout pre start checks. * Locate and ensure you are familiar with all machine operations and controls. * Check for loose/missing nuts, bolts and screws. Tighten and/or replace as needed. * Inspect fuel lines, tank and area around carburettor for fuel leaks. Do not operate if leaks are found * Ensure all guards are fitted, secure and functional. Do not operate if guards are missing or faulty. * When starting, ensure the machine is in a clear area. * Make sure the muffler side of the engine is away from your body to avoid burns. * Maintain a proper balance and secure footing. Do not work on slippery, uneven or unstable surfaces. * Maintain a straight wrist position Avoid using your wrist in a bent, extended or twisted position. * Carry out on site RA before starting work, taking in to consideration the risk to People & Property. |
| **PPE required** |
| **Safety kit and notices/signage** |