



Grass Cutting/Wildflower Area Management – Small Works Contract

This contract is an agreement between Sennen Parish Council and the contractor. All parties must sign this contract before a contract is formally awarded. Signing denotes that all parties accept and agree to abide by the work conditions contained within.

Contractor Preliminaries

1.	Location of work within the parish	The maps provided show the Grass Cutting sites and Wildflower Areas within the parish.
2.	Description of work	The work consists of strimming /mowing / removing vegetation from those areas specified in the Grass Cutting and Wildflower Area maps provided. Generally trimmings may be left on site but where large amounts of vegetation result from works, removal from site may be necessary where on-site disposal is not possible. Areas managed for Wildflowers will be cut and cleared of vegetation at the specified times to reduce nitrogen levels. The costs and arrangements for such circumstances must be agreed prior to works starting. Where observed, effort should be made to cut back encroaching vegetation from the sides of the areas identified. For Grass Cutting – the areas must be mow/strimmed as required, for the specified number of visits per year. For Wildflower areas – these areas will be cut back and cleared in the Autumn, and (for areas such as Mayon Bus Stop) approx. 1 ft of edge trimmed to ensure clear visibility for motorists. Contractors are asked to work with the Council and Sennen Nature Action Group to ensure an increase in biodiversity through the success of Wildflower areas in the parish.
3.	Timing of work	Grass Cutting - the number of visits per year will be stipulated in the Grass Cutting Schedule for each mapped area and these to be spread throughout the year as give an all-year-round even coverage. We understand that the weather will dictate when the best times are and leave the timings to the contractor. Wildflower Areas – contractors to liaise with the Council/Clerk for timings but edges need to be kept trimmed to ensure visibility for motorists where appropriate.
4.	Public Liability and training certificates	The contractor must have: • a minimum of £5million public liability cover. • valid training certificates for the use of powered tools e.g. brush cutter and chainsaw where they are to be used in connection with the path maintenance. These documents must be presented to the Council for them to view and take copies before a contract is awarded.
5.	Client	The Council will view and keep copies of the contractor's original public liability documents and training certificates.



6.	Payment	The Parish Council will authorise payment on the receipt of invoices and completed contractor cutting schedules following the completion of work. Areas may be inspected by the Council before making payment to ensure that the work has been carried out to a satisfactory standard. The Council requires billing to occur monthly, prior to the Full Council Meetings (2 nd Wednesday each month) and invoices must state which areas have been cut.
7.	Defects Liability Period	The work may be inspected after completion and the contractor will be required to make good at their own expense any defects which may have arisen within 4 weeks due to poor materials or workmanship, or immediately where a Health and Safety risk is evident or to ensure land management can take place.
8.	Site Visit	Before tendering the contractor should examine the requirements of the small works contract, i.e. this document, and visit the sites.
9.	Works quotes	The contractor shall give a quote based on the information contained within this contract and the information provided by the Parish Council. This should be for the total contract but include a price per meter squared (to allow future additions to the work programme to be costed) multiplied by the amount of cuts required for a given area (as specified in the Grass Cutting/Wildflower Area Management Map & Cutting/Clearing Schedule). Any increase of the price quoted must be agreed in writing with the Client in advance of the work being carried out. The Client may, without invalidating the contract, order an addition or omission from the works. Any additional costs will be based on a priced specification.
10.	Quote to be Inclusive	The contractor is to include in their price, all costs in connection with labour, H & S compliance, plant, materials, tool maintenance, fuel and transport, and all other things necessary for the work to be undertaken.
11.	Agreement of work Programme	Before starting work, the contractor will provide a programme of work to the client's satisfaction.
12.	Responsible person	The contractor shall keep on site at all reasonable times when undertaking work on site, a working foreman or other responsible person to whom the Parish Council can give instructions and who can co-ordinate the work of other operatives and sub contractors.
13.	Safety and Environmental Protection Issues	Before starting work the contractor will consider the Risk Management Note and will: • provide and agree method statements illustrating how they will safely go about the work (e.g. erecting safety signs, disposal of trimmings, tools to be used). • agree how they will comply with Health & Safety Regulations, COSHH requirements (e.g. use of petrol, etc.). • not use herbicides, pesticides or fungicides on any site for the Parish Council • provide public liability insurance documents. • provide certificates of competency (such as chainsaw certificates, operators licences for machinery and, if applicable, application of herbicides). Before starting work the Parish Council will: • Provide information concerning any other matter to be brought to the contractor's attention (e.g. archaeological or wildlife issues).
14.	Site Access	The Parish Council will provide the contractor with information concerning access to the sites and landowner details where needed. The contractor will arrange access with the landowners where necessary, e.g. if taking



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		large machinery along a public footpath or bridleway, or when accessing the path across private land.
15.	Exceptions to clearance of vegetation	All cut material to be removed from the surface of any paths. Cut vegetation must be removed from steep slopes and steps as it can cause a slip hazard. It must also be cleared <u>Japanese knotweed</u> - Knotweed must be left alone. DO NOT CUT IT OR PULL IT UP as this could cause it to spread. Please tie it back if you can. Please report the location of any knotweed (or any other invasive non-native plants) seen to be growing on or immediately adjacent to a path to the client. The client should then inform the Invasive Species team at Cornwall Council of its location by or Tel: 0300 1234 202 or filling in the form here: Report Japanese Knotweed on Council land - Cornwall Council Alternatively, note it on the contractor works schedule next to the relevant path number.
16.	Submission of Contractor Work Schedule with invoice	The contractor shall agree to fill in the contractor work schedule and submit a copy with each invoice.
17.	Termination of agreement	The client reserves the right to terminate any agreement if the work is not carried out and there is no reasonable explanation for not doing so.



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(To be completed by the selected contractor when the contract is to be awarded)

I agree to the conditions set out in this contract.

Contractor

Signed: Date:

Print name:

Name and address of company:

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Witness signature (representative of the Parish/Town Council)

Date:

Print name:

SWCP and/or LMP Partner

Signed (Clerk): Date:

Print name:

Name of Council and address:

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Witness signature (chairperson or representative):

Date:

Print name: