

### **SWCP & Local Maintenance Partnership – Small works contract**

This contract is an agreement between the Parish/Town Council, who act as the Highway Authority's client under the Local Maintenance Partnership, 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**

<b>1.</b>	<b>Location of work within the parish</b>	The enclosed maps show the SWCP and/or PROW network within the parish. Those paths with 'Gold priority' (as indicated on the map) receive greater priority of maintenance.
<b>2.</b>	<b>Description of work</b>	<p>The work consists of strimming / brushcutting / mowing vegetation from those paths specified in section 1 above. Generally trimmings may be left on site but where large amounts of vegetation result from works, chipping and/or removal from site may be necessary where on-site disposal is not possible. The costs and arrangements for such circumstances must be agreed prior to works starting. It is vital that the path is left open and easy to use after trimming is carried out and must not be left obstructed.</p> <p>Paths should be maintained consistent with their level of use and legal status (e.g. footpath or bridleway). <b>As a guide:</b></p> <ul style="list-style-type: none"><li>• footpaths should be cleared to a width of 1.5m (where possible) and to a height of 2m;</li><li>• bridleways should be cleared to a width of 2.5m and a height of 3.5m. where the path corridor allows.</li></ul> <p>In some instances, the path will be wider than this. Parish and Town Councils will be able to advise where this is the case.</p> <p>Where observed, effort should be made to cut back encroaching vegetation from the sides of the paths. As a minimum, it should remain sufficiently clear to ensure that a walker wearing shorts can easily avoid being scratched or stung by brambles, nettles etc. As above, bridleways should be cleared to a width of 2.5m to a height of 3.5m where path corridor allows. This will be left to the discretion of the authorising Parish or Town Councils who will be able to advise where this is the case.</p> <p>In managing the South West Coast Path, we aim to ensure that the route is kept clear of vegetation at all times of year. The actual width to be cut will vary from location to location, but as a minimum it should be sufficiently clear to ensure that a walker wearing shorts can easily avoid being scratched or stung by brambles, nettles etc, and during damp conditions walkers don't get soaked legs from soft vegetation falling across the path.</p> <ul style="list-style-type: none"><li>• South West Coast Path should be cut to 50cm each side of any worn path, to provide a path at least 1m wide, with surface vegetation cut back to a maximum height of about 5 - 8cm, with vegetation beyond this cut in such a way as to prevent it from falling back onto the path (ie at 45 degrees).</li></ul>
<b>3.</b>	<b>Timing of work</b>	<p>As a general rule, a path needing one trim per year should be cut in June. Those requiring two trims, the first during May or June and the second in August. Any large scale clearance work which involves heavy cutting of woody material should be undertaken during the winter months to avoid disturbance to nesting birds.</p> <p>SWCP Contracts require their first cut to be undertaken by the second May bank holiday. The precise timing of each cut will vary from year to year depending on the weather conditions. However, by the late May bank holiday, all sections requiring 2 or more cuts</p>

		per year should have received their first cut. The high levels of use on some sections of the coast path should be recognised within these risk assessments.
4.	<b>Public Liability and training certificates</b>	<p>The contractor must have:</p> <ul style="list-style-type: none"> <li>• a minimum of £5million public liability cover.</li> <li>• 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.</li> </ul> <p>These documents must be presented to the client for them to view and take copies before a contract is awarded.</p>
5.	<b>Client</b>	The Parish/Town Council will act as Cornwall Council's client. The client will view and keep copies of the contractor's original public liability documents and training certificates. Cormac Solutions Ltd on behalf of Cornwall Council may ask its Client for copies of these documents at any time.
6.	<b>Payment</b>	The Parish Council will authorise payment on the receipt of invoices and completed contractor cutting schedules following the completion of work. Paths may be inspected by the Client before making payment to ensure that the work has been carried out to a satisfactory standard. Officers of Cormac Solutions Ltd on behalf of Cornwall Council may also randomly check paths at any time to ensure that the work is satisfactory.
7.	<b>Defects Liability Period</b>	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.	<b>Site Visit</b>	Before tendering the contractor should examine the requirements of the small works contract, i.e. this document, and visit the sites.
9.	<b>Works estimate</b>	The contractor shall give a quote based on the information contained within this contract and the information provided by the Parish/Town Council. This should be on a price per km basis to allow future additions to the work programme to be costed. 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.	<b>Quote to be Inclusive</b>	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.	<b>Agreement of work Programme</b>	Before starting work, the contractor will provide a programme of work to the client's satisfaction.
12.	<b>Responsible person</b>	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/Town Council can give instructions and who can co-ordinate the work of other operatives and sub contractors.
13.	<b>Safety and Environmental Protection Issues</b>	<p>Before starting work the contractor will consider the Risk Management Note and will:</p> <ul style="list-style-type: none"> <li>• 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).</li> <li>• agree how they will comply with Health &amp; Safety Regulations, COSHH requirements (e.g. use of petrol, herbicides etc.).</li> <li>• provide public liability insurance documents.</li> <li>• provide certificates of competency (such as chainsaw certificates, operators licences for machinery and, if applicable, application of herbicides).</li> </ul> <p>Before starting work the Parish/Town Council will:</p> <ul style="list-style-type: none"> <li>• Provide information concerning any other matter to be brought to the contractor's attention (e.g. archaeological or wildlife issues).</li> </ul>
14.	<b>Site Access</b>	The Parish/Town Council will provide the contractor with information concerning access to the sites and landowner details where possible.

		The contractor will arrange access with the landowners where necessary, e.g. if taking large machinery along a public footpath or bridleway, or when accessing the path across private land.
15.	<b>Exceptions to clearance of vegetation</b>	<p>All cut material to be removed from the surface of the path. Cut vegetation must be removed from steep slopes and steps as it can cause a slip hazard. It must also be cleared off the path, when it would make the path difficult or unpleasant to walk over, e.g. bramble, gorse, blackthorn, nettles etc (some walkers wear sandals) and bracken (generally bulky and a slip hazard), then Small amounts of soft vegetation such as grass can be left, as these will quickly rot.</p> <p><u>Japanese knotweed</u> - Knotweed must be left alone. <b>DO NOT CUT IT OR PULL IT UP</b> 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: <a href="#">Report Japanese Knotweed on Council land - Cornwall Council</a> Alternatively, note it on the contractor works schedule next to the relevant path number.</p>
16.	<b>Submission of Contractor Work Schedule with invoice</b>	The contractor shall agree to fill in the contractor work schedule and submit a copy with each invoice.
17.	<b>Termination of agreement</b>	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.

(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: .....