



Appendix B

Framework Contract for Wetland Restoration Works

Contract Ref: **304/HLS/15/1114**

Issued: January 2015



Framework Contract

Forest District	South England				
Contract Ref:	304/HLS/15/1114				
	«Name»				

PART ONE – DATA PROVIDED BY THE *EMPLOYER*

THE DATA WHICH WILL APPLY TO ALL WORK UNDER THE FRAMEWORK CONTRACT IS

The <i>Employer</i> is	The Forestry Commission, acting in exercise of the powers contained in the Forestry Act 1967 and having a place of business at 231 Corstorphine Road, Edinburgh, EH12 7AT
The Framework Information is in the	Invitation to Tender for Wetland Restoration Works in the New Forest, South England Forest District, Contract Number: 304/HLS/15/1114 including amendments thereto
The <i>scope</i> is in the	Statement of Requirements' section (Section 3) of the Invitation to Tender for Wetland Restoration Works in the New Forest, South England Forest District, Contract Number: 304/HLS/15/1114 including amendments thereto
The <i>selection procedure</i> is in the	Statement of Requirements' section (Section 3) of the Invitation to Tender for Wetland Restoration Works in the New Forest, South England Forest District, Contract Number: 304/HLS/15/1114 including amendments thereto
The <i>quotation procedure</i> is in the	Statement of Requirements' section (Section 3) of the Invitation to Tender for Wetland Restoration Works in the New Forest, South England Forest District, Contract Number: 304/HLS/15/1114 including amendments thereto
The <i>start date</i> is	05/05/2015
The <i>end date</i> is	04/05/2019

The conditions of contract are the NEC3 Engineering and Construction Short Contract (June 2005) with amendments April 2013 and the following additional clauses:

General	Z.1 Z1Definitions
	<p>Z1.1 Insert the following definitions in clause 11.2:-</p> <p>(14) Authorised Access Routes are the roads which may be used by the Contractor pursuant to this contract (if any) as may be identified in the contract.</p> <p>(15) Business Day is any day on which clearing banks are open for general banking business in that part of the United Kingdom in which the Works is being performed.</p> <p>(16) Environmental Law is all applicable European, national or local laws or regulations (and any codes of practice, circulars or guidance notes issued pursuant thereto) which relate to the treatment of man or any other living organisms or welfare or the environment or the conditions of the workplace or the generation, transportation, storage, treatment or disposal of dangerous substances and all judicial and administrative interpretations of any of the foregoing.</p>



(17) Health and Safety Law is all applicable European, national or local laws or regulations (and any codes of practice, circulars or guidance notes issued pursuant thereto (including any issued or approved by the Health & Safety Executive or any equivalent body)) which relate to health and safety or the conduct of forestry operations or such other operations or processes as may be included in the Works and all judicial and administrative interpretations of any of the foregoing.

(18) Premises are the location where the Works are to be performed, as specified in this contract.

(19) Works are the services to be provided and performed by the Contractor as described in this contract and where the context so admits, includes any materials, articles and goods to be supplied there under.

(20) Contractor is the Contractor named in this contract.

(21) Contractor Personnel are all employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor.

(22) Materials are substances and supplies used in the restoration works. These include but are not limited to: dug hoggin, dug oversize gravels or rejects, 20/40mm washed gravels, over 40mm washed gravels, clay, hardwood stakes and oak posts and boards.

Z.2 Price and Payment

Z.2.1 For the purposes of this contract the wording of Clause 50.1 will be treated as deleted and the following will be substituted there for:-

"The Contractor assesses the amount due on a monthly basis throughout the term of this contract for each restoration site. The materials used on each site will be invoiced and paid on receipt of copies of invoices and details of delivery notes, including type of materials and amounts, from suppliers on a monthly basis.

Z.2.2 For the purposes of this contract the second and third sentences of Clause 50.2 will be treated as deleted.

Z.2.3 For the purposes of this contract the wording of Clause 50.3 will be treated as deleted and the following will be substituted there for:-

"The Contractor will write to the Employer specifying the work completed. Once the Employer has issues a completion certificate, the Contractor can invoice the Employer. No invoice submitted without a completion certificate will be paid by the Employer".

Z.2.4 For the purposes of this contract the wording of Clause 50.4 will be treated as deleted and the following will be substituted there for:-

"Not Used"

Z.2.5 For the purposes of this contract the wording of clause 51.1 will not apply and the following will be substituted there for:-

"Payment will be made within 30 days of receipt and agreement of invoices, submitted monthly in arrears, for work completed to the satisfaction of the Employer".

Z.2.6 Insert new clause 51.3 as follows:-

"The Employer reserves the right to withhold payment in respect of works that do not meet the Employer's required standards as per the specification, unless the prior written agreement of the Employer has been obtained."

Z.2.7 Insert new clause 51.4 as follows:

"The contract does not include a price fluctuation clause. Price rates and fixed sums will remain fixed for the duration of the contract."

Z.2.8 Insert new clause 51.5 as follows:



"The Contractor will propose a price for Materials by the 30th April every year. Upon the Employer agreeing the price the Contractor will procure the materials required for the Restoration works."

Z.3 Access, Premises and Materials

Z.3.1 For the purposes of this contract the wording of Clause 15.1 will not apply and the following will be substituted there for:-

"The Contractor uses Authorised Access Routes only (and may use such routes solely for the fulfilment of its obligations under this contract). The Contractor uses every reasonable precaution to prevent any avoidable damage to such Authorised Access Routes (including, without prejudice to the generality of the foregoing, ensuring that they are not used after exceptionally heavy rains or during or after a thaw, until suitable for use without causing avoidable damage) and restore all actual damage occasioned thereto. The use of such routes are at the Contractor's own risk and (save to the extent occasioned by the negligence of the Employer or its employees) the Employer is not be liable for any damage or injury arising out of the Contractor's use of such routes. The Employer gives no warranty that any such Authorised Access Routes will be usable by vehicles at any specified time."

Z.3.2 Insert new clause 15.3 as follows:-

"The Employer's policy is to allow public access to all Employer's forests wherever possible (subject to the Employer's Byelaws, where applicable). However access is not allowed when this would infringe upon any agreements, covenants or undertakings and is controlled where it conflicts with the management and protection of the forest. The Contractor observes the Employer's policy on public access at all times and is responsible for informing all employees and sub-contractors of the same. In particular the Contractor observes any specific permissions and consents relating to other activities occurring on or near any location where the Works are being performed and obeys the written or verbal instructions of any Employer officer."

Z.3.3 Insert new clause 15.4 as follows:-

"The Contractor is deemed to have inspected the Premises so as to have understood the nature and extent of the Works to be carried out and satisfied himself in relation to all matters connected with the Works and Premises. The Employer, at the request of the Contractor, grants such access as may be reasonable for this purpose. The Contractor, except as specifically provided in the contract, provides all materials, equipment, goods and consumables to be used when carrying out the Works. The Employer may store or hold large items of equipment on behalf of the Contractor but such items are stored at the Contractor's risk. The Contractor should ensure all items are stored appropriately in the correct conditions and ensure storage of such items does not cause a hazard or health and safety risk."

Z.3.4 Insert new clause 15.5 as follows:-

"All vehicles and/or equipment operated by or on behalf of the Contractor are in a safe and operable condition and, without prejudice to the foregoing, comply with and be operated in accordance with all applicable legal requirements. The Contractor supplies certificates of examination and/or fitness for purpose of such vehicles and/or equipment to the Employer on demand."

Z.3.5 Insert new clause 15.6 as follows:-

"All equipment, plant and materials brought onto the Premises by or on behalf of the Contractor are at the Contractor's own risk and the Employer has no liability for any loss or damage to any such equipment, plant or materials unless and to the extent that the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the negligence of the Employer or its employees. The Contractor provides for the haulage or carriage thereof to the Premises and the removal thereof when no longer required at its sole cost. Unless otherwise agreed, the equipment, plant and materials brought onto the Premises will remain



the property of the Contractor except where the equipment, plant or materials is deemed to have been abandoned pursuant to clause 91.3.”

Z.3.6 Insert new clause 15.7 as follows:

“Access to the Premises is not exclusive to the Contractor but only such as to enable them to carry out the Works concurrently with the occupation by and execution of work by others. The Contractor co-operates with such others as the Employer may reasonably require, and complies with all applicable regulations and Employer policies.”

Z.3.7 Insert new clause 15.8 as follows: -

“To the extent detailed in the Contract Data the Contractor makes provision for any repairs, to the satisfaction of the Employer, as a result of any damage caused by the Works to Employer land or property or other assets.”

Z.3.8 Insert new clause 15.9 as follows: -

“Any fence, barrier or gate that is removed for site access within the site, before or during the operations, shall be reinstated by the Contractor as soon as is practicable to an appropriate standard agreed with the Employer. Any temporary fence, barrier or structure must be deemed adequate and fit for purpose by the Employer.”

Z.3.9 Insert new clause 15.10 as follows: -

“The Contractor shall erect and maintain goalposts to safeguard operations in line with HSE guidelines GN6 and GN47 and FC guidelines. The Employer will liaise with the electricity companies and provide relevant heights.”

Z.3.10 Insert new clause 15.11 as follows: -

“The Contractor ensures that: -

15.12.1 the use of any machine or method of working operated by or on behalf of the Contractor which is causing or is likely to cause, in the opinion of the Employer avoidable damage to standing trees, any road, path, track or drain, or to other property, stops immediately on request from the Employer;

15.12.2 no unauthorised or unlawful discharges are made, as a result of the Contractor’s operations, to any drains, sewers, controlled waters or other waters either in contravention of Environmental Law or which may cause damage to man or the environment.

15.12.3 all other users of the forest are adequately warned of any dangers created by activities due to the works. Access to other users is not prohibited by the Contractor without prior agreement from the Employer.”

Z.4 Environment and Pollution

Z.4.1 Insert new clause 12.1 as follows: -

“It is a Condition of this contract that The Contractor complies with the Directive 2000/60/EC Water Framework Directive and all the FC Guidelines, Environmental Law and any other regulations affecting the conduct of the Contractor’s business. In particular the Forests and Water UK Forestry Standard Guidelines must be followed.”

Z.5 Compensation Events

Z.5.1 For the purposes of this contract the wording of Clause 60.1(2) will be treated as deleted and the following will be substituted there for: -

“The Employer does not allow access to and use of the site to the Contractor as is necessary for the work included in this contract and is not a Compensation Event as outlined in 60.1 (15).



Z.5.2 For the purposes of this contract the wording of Clause 60.1(4) will be treated as deleted and the following will be substituted there for: -

"The Employer gives an instruction to stop or not to start any work and is not a Compensation Event as outlined in 60.1 (15).

Z.5.3 For the purpose of this contract the wording of Clause 60.1 (10) will be treated as deleted and the following will be substituted there for: -

"The Contractor is prevented by weather from carrying out all work on the site for periods of time, each at least three full working days, which are in total more than one seventh of the total number of days between the starting date and the Completion Date. In assessing this event, only the working days which exceed this limit and on which work is prevented by no other cause are taken into account.

Z.5.4 Insert new clause 60.1(15) as follows: -

"The Employer gives an instruction to stop working due to unsuitable ground conditions to avoid ground damage.

Z.5.5 Insert new clause 60.1 (16) as follows:-

"The Employer gives an instruction to delay the commencement of the works due to unsuitable ground conditions.

Z.5.6 Insert new clause 63.10 as follows: -

63.10 (1) "For Compensation Events outlined in Clause 60.1 (10), 60.1(15) and 60.1 (16) this clause 63.10 will take precedent over Clauses 63.1, 63.2, 63.3, 63.4, 63.5, 63.6, 63.7, 63.8 and 63.9

63.10 (2) For Clauses 60.1 (10) and 60.1 (15) the Employer will cover 70% of the costs of machinery and 70% of the standard 8 hour/day rate for labour stand down after **3** consecutive working days s preventing any work taking place.

63.10 (3) For Clause 60.1 (16) 70% of the cost of the machinery on site will be paid after **5** working days of the original start date for the annual programme.

63.10 (4) A Compensation Event for Clauses will only be paid on the condition that the Contractor restarts work on the next working day as instructed by the Employer.

63.10 (5) "The maximum number and type of machines and/or labour for each site is to be agreed with, and recorded by, the Employer prior to work starting on each Work Package."

63.10 (6) "The Employer and Contractor will agree the maximum amount of Compensation Event days that may be claimed by the Contractor for one Package Order. In any event this will not exceed a maximum of 30 days."

Z.6 Audit

Z.6.1 Insert new clause 20.3 as follows: -

"The Contractor keeps and maintains full and accurate records to the satisfaction of the Employer of all expenditure which is reimbursable by the Employer and of the hours worked and costs incurred in connection with any employees of the Contractor paid for by the Employer on a time charge basis. The Contractor on request affords the Employer, its representatives, the National Audit Office or the Employer for the European Union such access to those records and such other documentation in its possession relating to the Contract as may be required in connection with the Contract."



	<p>Z.7 Equality / Non Discrimination</p> <p>Z.7.1 Insert new clause 20.4 as follows:-</p> <p>“The Contractor complies (and procures that the Contractor Personnel complies) with the provisions of the Equality Act 2010 and does not discriminate or victimise or harass because of the Protected Characteristics (as defined in the Equality Act 2010 (currently being age, disability, gender (or sex), gender reassignment, marital or civil partnership, pregnancy and maternity, race, religion or belief and sexual orientation) or as otherwise set out in such Act from time to time).</p>
	<p>Z.8 Termination</p> <p>Z.8.1 Insert new clause 90.6 as follows:-</p> <p>“On termination of the Contract for any reason, the Contractor immediately delivers to the Employer all property (including materials, documents, information and access keys) provided to the Contractor. Such property handed back in good working order (allowances to be made for reasonable wear and tear).”</p>
	<p>Z.9 Removal from Site</p> <p>Z.9.1 Insert new clause 90.7 as follows:-</p> <p>“The Contractor within one month of the termination of the Contract or completion of the Works, whichever is the earlier, removes their plant, equipment, erections and unused materials and clears away from the Premises all waste arising out of the Works and leave the Premises in a neat and tidy condition.”</p> <p>Z.9.2 Insert new clause 91.2 as follows:-</p> <p>“Should the Contractor fail to remove such plant, equipment, erections or unused materials within the time specified, they are to be regarded as having been abandoned (but so that the Contractor remains liable for all injury or damage caused by such items) and the Employer is entitled to retain or remove them as it thinks fit. The Contractor reimburses the Employer for all costs incurred in removing or disposing of any such items so abandoned and making good any damage resulting there from.”</p>
	<p>Z.10 Insurance</p> <p>Z.10.1 Insert new clause 82.2 as follows:-</p> <p>“The policy or policies of insurance referred to in Condition 82 of CC1 are shown to the Employer whenever requested, together with satisfactory evidence of payment of premiums.”</p>
	<p>Z.11 Sub-Contractors</p> <p>Z.11.1 For the purposes of this contract the wording of clause 21.1 will not apply and the following will be substituted there for:-</p> <p>Z.11.2 “The Contractor remains liable for the performance of all its obligations under the Contract notwithstanding its employment of any authorised sub-contractor. Any act or omission of any sub-contractor (or agent or employee of the Contractor or of any such sub-contractor or employee) is the act or omission of the Contractor, who is responsible therefor.”For the purposes of this contract the wording of clause 21.3 will not apply and the following will be substituted there for:-</p> <p>“The Employer is entitled upon giving 24 hours notice, save in emergencies where its entitlement will have immediate effect, to veto the use by the Contractor of any sub-contractor that the Employer does not consider suitable to carry out the obligations in this Contract. The Contractor ensures that such contractor or sub-contractor immediately cease any activities and vacates the Premises and Authorised Access Routes.”</p> <p>Z.11.3 Insert new clause 21.4 as follows:-</p>

"Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the contract, it ensures that a provision is included in such sub-contract which requires payment of all sums due by the Contractor to the sub-contractor to be made within a specified period not exceeding 30 days from the receipt by the Contractor of a valid invoice."

Z.12 Freedom of Information

Z.10.1 Insert new clause 20.5 as follows: -

"The Contractor acknowledges that the Employer is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 (together with any subordinate legislation made thereunder and any guidance and/or codes of practice issued in relation thereto) and assists and cooperates with the Employer to enable the Employer to comply with its information disclosure obligations."

Z.10.2 Insert new clause 20.6 as follows: -

"The Contractor (and procures that the Contractor Personnel):

20.6.1 transfers to the Employer all requests for information that it receives as soon as practicable and in any event within two Business Days of receiving such a request;

20.6.2 provides the Employer with a copy of all information in its possession or power, in the form that the Employer requires, within five Business Days (or such other period as the Employer may specify) of the Employer's request; and

20.6.3 provides all necessary assistance as reasonably requested by the Employer to enable the Employer to respond to the request for information within the time for compliance set out in the FOIA or the Environmental Information Regulations 2004."

Z.10.3 Insert new clause 20.7 as follows: -

"The Employer is responsible for determining in its absolute discretion and notwithstanding any other provision in the contract or any other agreement whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations. The Contractor will not respond directly to a request for information unless expressly authorised to do so by the Employer."

Z.10.4 Insert new clause 20.8 as follows: -

"The Contractor acknowledges that (notwithstanding the provisions of this Condition 20.7) the Employer may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations 2004 to disclose information concerning the Contractor or the Works:"

20.8.1 in certain circumstances without consulting the Contractor; or

20.8.2 following consultation with the Contractor and having taken their views into account; provided always that where Condition applies the Employer, in accordance with any recommendations of the Code, takes reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure."

Z.10.5 Insert new clause 20.9 as follows: -

"The Contractor ensures that all information (as defined in the FOIA) is retained for disclosure and permits the Employer to inspect such records as requested from time to time."

Z.13 Contractor's Status and Personnel

Z.13.1 Insert new clause 21.5 as follows: -



"The Contractor in compliance with the Equality Act 2010 and the Gang Masters Regulations 2010:

21.5.1 only provides personnel who are employees of the Contractor and who possess the appropriate experience skills and qualifications necessary for the Services to be performed in accordance with the contract

21.5.2 is responsible for ensuring that such personnel are legally entitled to work in the UK and provides services of the nature of the Works, and acts as a responsible employer in its recruitment policies and complies with all current employer good practice, including in relation to equality and diversity;

21.5.3 ensures that no personnel, whose command of English is insufficient for them to understand instructions or to comply with emergency procedures, is left on site unaccompanied by a fluent English speaker."



The <i>Employer</i> is	Forestry Commission	
Address	231 Corstorphine Road, Edinburgh, EH12 7AT	
E-mail address	contract.southern@forestry.gsi.gov.uk	
The <i>service</i> is	The Service Information for all Works Packages is defined in the specification. Any additional Service Information specific to the Works Packages will be provided with the Works Specification. The Contractor will supply all labour plant and materials unless specifically otherwise instructed	
The <i>starting date</i> is	As stated in the Works Package	
The <i>assessment day</i> is the	1 st Monday	of each month unless otherwise stated in the Works Package
Indemnity, insurance and liability	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the Employer's property in excess of £5million for any one event	
The minimum amount of cover for the third insurance stated in the Insurance Table is	£5million	
The minimum amount of cover for the fourth insurance stated in the Insurance Table is	£5million	
Termination and dispute resolution		
The <i>Adjudicator</i> is:	As nominated by the President of the Institution for Civil Engineers	
Address	One Great George Street, Westminster, London, SW1P 3AA	
Telephone	020 7222 7722	
E-mail address	communications@ice.org.uk	
The <i>Adjudicator nominating body</i> is	Institution of Civil Engineers, One Great George Street, Westminster, London, SW1P 3AA	
The <i>tribunal</i> is	Arbitration	
The arbitration procedure is	the current edition of the ICE Arbitration Procedure	
The place where arbitration is to be held is	As agreed by both parties and the arbitrator	
The person or organisation who will choose an arbitrator	if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator is the Institution of Civil Engineers	

PART TWO – DATA PROVIDED BY THE SUPPLIER

THE DATA WHICH WILL APPLY TO ALL WORK UNDER THE FRAMEWORK CONTRACT IS:

The <i>Supplier</i> is	
Name:	«Supplier»
Address:	«Address_1» «Address_2» «Town» «County» «Postcode»
	The <i>quotation information</i> is in the Price Lists

THE DATA WHICH WILL APPLY TO ALL TASK ORDERS IS:

The <i>Contractor</i> is	
Name:	«Supplier»
Address:	«Address_1» «Address_2» «Town» «County» «Postcode»

SIGNED ON BEHALF OF THE CONTRACTOR

The contractor offers to provide Works Packages in accordance with the *conditions of contract*

Name:	
Position:	
Signature:	
Date:	

THE EMPLOYERS ACCEPTANCE

The employer accepts the Contractor's offer to provide Works Packages in accordance with the *conditions of contract*

Signed on behalf of the Employer

Name:	
Position:	
Signature:	
Date:	

PRICE LIST

1. PREAMBLE TO PRICE LIST

1.1 METHOD OF MEASUREMENT

1.1.1 The Civil Engineering Standard Method of Measurement does NOT apply to the Price List

1.1.2 The Method of Measurement of Work will be the following:

- Length of meander restored (as outlined in the Restoration Plans)
- Length of drain infilled (as outlined in the Restoration Plans)
- Length of channel bed level raised/narrowed (as outlined in the Restoration Plans)
- Length of side drains cleared/bed level raised/infilled (as outlined in Restoration Plan)
- Debris dams
- Vehicle and pedestrian fords
- Amount of aggregates: tonnes of hoggin, rejects, washed gravels and clay delivered to site (as outlined in the Restoration Plan)
- Hourly rate
- An audit trail for amounts of materials used (e.g. invoices from suppliers)
- Satisfactory inspections by the contract manager/designer throughout the course of the works
- Provision of a completion certificate before invoicing.

1.2 PRELIMINARY ITEMS

1.2.1 Preliminary Items are subdivided as follows and will be priced and evaluated individually

- Compliance with all Health & Safety Legislation including CDM Regulations, Health and Safety Plan and risk assessments
- Production of site specific risk assessments / method statements
- Setting out line & level control of the whole works
- Mobilisation & demobilisation of all plant & equipment at start & completion of permanent works
- Provision, maintenance & subsequent removal of all site traffic & pedestrian management measures, signage & systems for safe working within the forest. This item does not include chapter 8 requirements and traffic control associated with working on the public highway.
- Liaison, including site meetings with Forestry Commission Staff
- Preparation of cost estimates prior to construction
- Supervision of all works
- Scanning all areas with CAT prior to undertaking excavation

1.3 HOURLY RATES FOR DAYWORKS

1.3.1 Any Hourly Rate shall be paid in accordance with the plant rates submitted by the contractor. Tendered rates will be 'all in', inclusive of Travelling and Subsistence and Contractor overhead.

1.4 EXPLANATION OF PRICE LISTS

1.4.1 PLEASE READ BACKGROUND INFORMATION AND METHOD WORKS SPECIFICATION (see Appendix A) IN CONJUNCTION WITH ACCOMPANYING PHOTOGRAPHS (see Appendix C) REPRESENTING TYPICAL RESTORATION WORKS ON WHICH TO BASE PRICE



1.5 MANAGEMENT OF MATERIALS

- 1.5.1 Unless otherwise indicated all Materials (aggregates and timber) are to be procured, ordered, managed and paid for by the contractor with Material costs to be included in invoice. The source and quantity to be pre-agreed with **Forestry Commission CDM Project Designer**.
- 1.5.2 The contractor has the option of including a handling charge for the above service in the Price List. This will be subject to appraisal and will contribute to the overall tender value
- 1.5.3 Delivery notes validating delivery quantities are to be presented with contractor invoice

SERVICE INFORMATION

DESCRIPTION OF THE SERVICE

The Contractor is required to provide plant, labour and materials for the Works Packages awarded under this contract or when requested for multiple works of varying duration within the framework agreement.

Works to be completed to the standards and specifications promulgated in the 'Service Information' with full compliance to all relevant legislation and specific additional clauses contained in the 'Contract Data'

Unless specifically requested Contractor responsibility for design will be limited to employing an appropriate methodology to achieve the profiles and performance defined in the specification.

Specific description of individual works will be detailed in the Works Package.

SPECIFICATIONS

The following are indicative specifications relevant to the range of tasks which may be procured under this framework. They are not exhaustive and may be changed or superseded for specific tasks at the instigation of the employer.

TECHNICAL DRAWINGS (APPENDIX D)

Drawing number	Revision	Title
WS1 WS3 WS4	December 2014	Meander Restoration Installation of Clay Plugs Complete Drain Infill
WS2	December 2014	Partial Drain Infill
WS5	December 2014	Drain Infill using Heather Bales

LOCATION MAPS (APPENDIX F)

Works Package No	Name
1	Harvestslade
2	Amberslade & Broomy Inc.
3	Pondhead
4	Cowleys
5	Picket Mire
6	Corbets Hat Mire, Woodcrates Mire, White Moor
7	Longbeech Mire

SPECIFICATIONS				
	Title	Date or revision	Tick if publicly available	
	Works Specification and Mitigation Measures	December 2014	Appendix A Specification for Wetland Restoration Works	✓
	Forest & Water Guidelines	2011	Available on request from FC	✓
	Forest & Soil Guidelines	2011	Available on request from FC	✓
	Forest & Biodiversity Guidelines	2011	Available on request from FC	✓
	Forest & Historic Environment	2011	Available on request from FC	✓
	Examples of Best Practice	December 2014	Appendix C Intervention Level Photographs	✓

SERVICE INFORMATION

2. HEALTH AND SAFETY

2.1 COMPLIANCE WITH SPECIFIC LEGISLATION & REGULATIONS

- 2.1.1 The Contractor shall ensure full compliance with all Health and Safety Law by the Contractor and employees, its sub-contractors, agents and their respective employees, in relation to any action taken by or on behalf of the Contractor in the provision and performance of the Services taking place upon the land, access routes or other premises/ property of the Commission
- 2.1.2 "In the event of any breaches of such statutory requirements or standards being committed by the Contractor its sub-contractors or agents, or any of the Contractor Personnel, the Employer informs the Contractor of the nature of the breach and of the remedial action which the Employer requires to be taken and may specify the time within which such remedial action is to be taken (and failure to comply with such requirement within the time specified will be regarded as a breach of the Contract), but provided always that in the event of a life threatening breach being committed (as determined by the Employer, acting reasonably) the Employer may terminate the Contract with immediate effect by notice to the Contractor."
- 2.1.3 In the event of any breaches of the statutory requirements or standards being committed by the Contractor or its sub-contractors or agents, or any of its or their employees, the Commission may inform the Contractor of the nature of the breach and of the remedial action which the Commission requires to be taken and may specify the time within which such remedial action is to be taken. Failure to comply with such requirement within the time specified will be regarded as a breach of the Agreement.
- 2.1.4 The Contractor ensures that, in the course of and in connection with the performance of the Contract, it and the Contractor Personnel and their respective employees, comply with all applicable requirements of European Community, national and local laws, regulations, statutory instruments, orders or legislative provisions in force from time to time and, without prejudice to the foregoing generality:
- | | |
|--|------|
| Health and Safety at Work Act | 1974 |
| Management of Health and Safety at Work | 1992 |
| Construction (Design and Management) Regulations | 2007 |

Construction [Health Safety and Welfare] Regulations	1996
Wildlife and Countryside Act	1981
Conservation of Habitats and Species Regulations	2010
EIA Regulations	2011

- 2.1.5 Where applicable the Contractor must hold a Goods Vehicle Operators Licence, as required by law, for the operation of goods vehicles for the purpose of this Contract and the Contractor provides evidence of said licence to the Employer on demand.
- 2.1.6 Where applicable the Contractor carries STGO authorisation for vehicles and or load movements in compliance with the Road Traffic Act 1988 as amended where required and provides evidence of said orders to the Employer on demand.

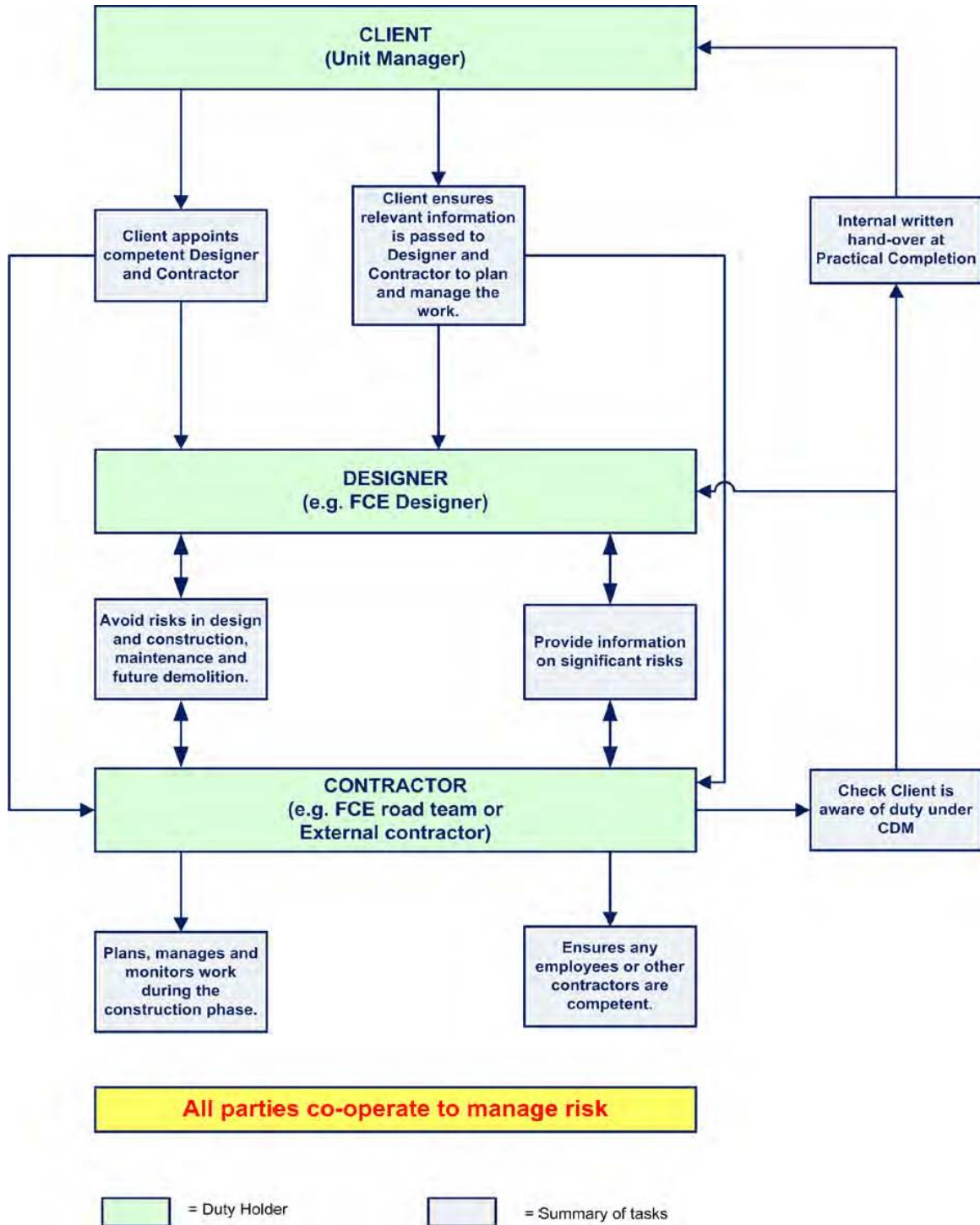
2.2 CDM RESPONSIBILITIES

- 2.2.1 APPLICATION TO FRAMEWORK CONTRACT: The CDM Regulations apply to all construction projects and by default all works procured under the terms of the Framework Contract. The extent of the requirement will vary according to and will be commensurate with the duration and complexity of the works procured.
- 2.2.2 RESPONSIBILITIES OF FRAMEWORK CONTRACTORS UNDER CDM REGULATIONS; NON - NOTIFIABLE PROJECTS: The majority of projects¹ procured under the Framework Contract will be of less than 30 working days duration and will involve less than 500 person days of construction work rendering them non - notifiable under the regulations. As a consequence the default shall be for the appointed Framework Contractor to fulfil the role of Contractor under the CDM Regulations. Main duties are described and illustrated overleaf

Contractor's duties	What the contract requires
Check the client is aware of their duties before stating work	<ul style="list-style-type: none"> Review information provided with tender or design, and confirm it is correct. Discuss requirements with the client
Make sure they and anyone they employ or engage are competent and adequately resourced to address the health and safety issues that are likely to be involved in construction	<ul style="list-style-type: none"> Ensure operators have the right training and certification for operating all items of plant Review the health and Safety Policy of any sub-contractors
Plan, manage and monitor their own work or work under their control to ensure that it is carried out without risk to Health and Safety of workers or others affected.	<ul style="list-style-type: none"> Carry out Risk Assessments for all works Prepare and comply with method statements where appropriate Implement accident or near miss recording
Inform any contractor who they appoint or engage to work on the project of the minimum time allowed for them to plan and prepare before starting work	<ul style="list-style-type: none"> Where operation is of sufficient complexity and where requested by the Engineer prepare a project programme and make available to any other Contractors or affected parties
Provide operators under their control with information that they need to work safely, report problems, or to respond appropriately in an emergency.	<ul style="list-style-type: none"> Site induction Risk assessments Toolbox talks

¹ 'A definable piece of construction work that stands alone usually on one site'

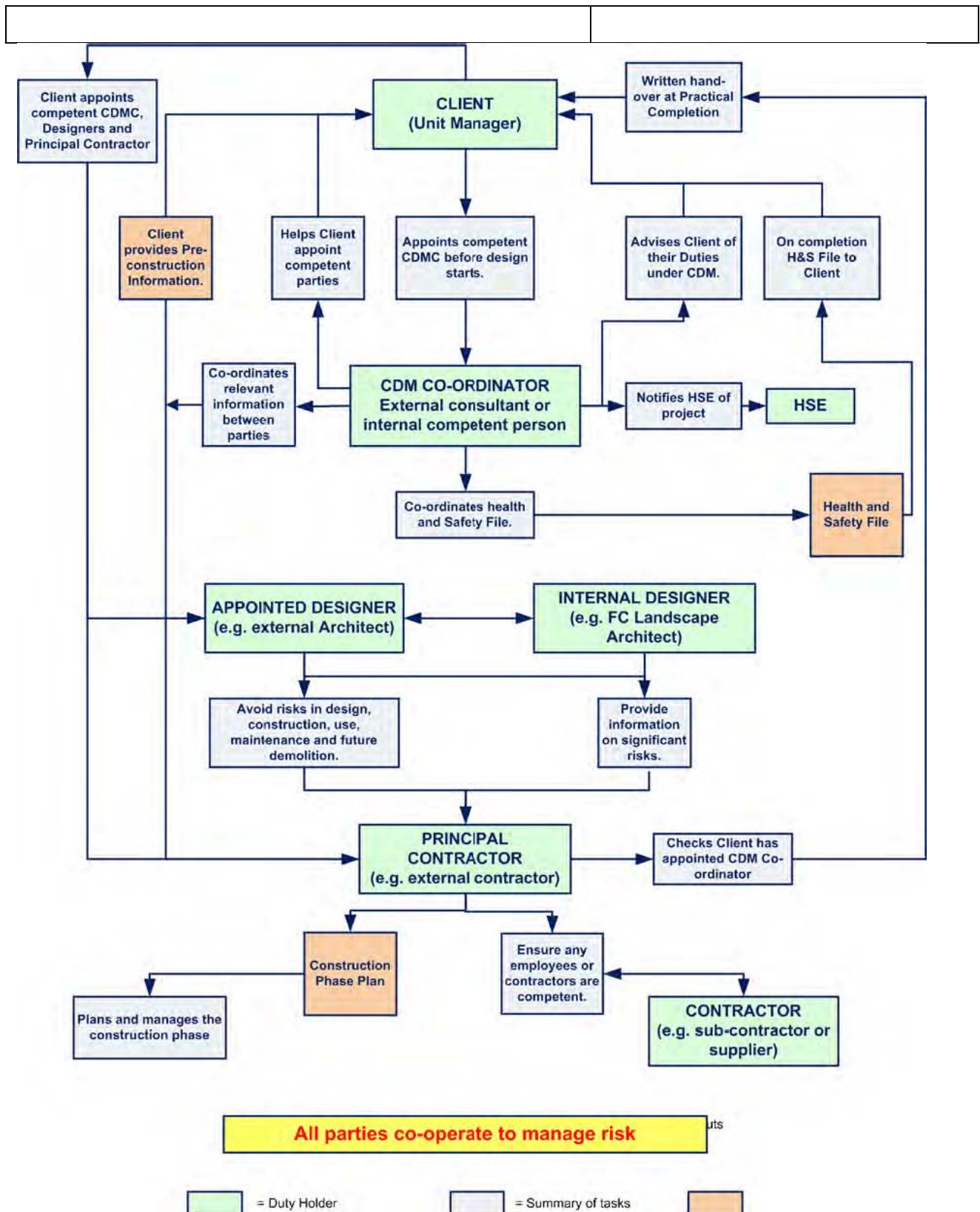
	<ul style="list-style-type: none"> • Method statements • Site Rules • Nominated persons
Consult with the workforce on matters concerning Health and Safety	<ul style="list-style-type: none"> • Site meetings
Co-operate and coordinate with all parties concerned with the project to allow other duty holders to comply with the regulations.	<ul style="list-style-type: none"> • Attend review or communications meetings
If carrying out design works (even for temporary works) make sure they comply with designers duties under regulations	
Comply with welfare requirements listed in Schedule 2 and Health and Safety requirements given as Part 4 of the Regulations	
Obtain specialist advice when planning high risk works	<ul style="list-style-type: none"> • For example, structural engineering advice on alterations that could result in structural collapse



2.2.3 RESPONSIBILITIES OF FRAMEWORK CONTRACTORS UNDER CDM REGULATIONS; -NOTIFIABLE PROJECTS: Where a project exceeds either 30 working days or 500 man days under the terms of the CDM Regulations Forestry Commission will assume the role of CDM Coordinator and will notify the Health & Safety Executive (HSE) through submission of Form F10 on confirmation of project commencement. In these circumstances the contractor undertaking the works will assume and fulfil the roles of Principal Contractor. In the majority of cases this type of project will be procured through a mini - tender process as outlined in clause 4.3.5

Principle Contractor's duties	What the contract requires
Check the client is aware of their duties before stating work and do not work until a CDM Coordinator has been appointed and the HSE has been notified of the project	<ul style="list-style-type: none"> Request a copy of the F10/HSE notification form
Display a copy of the notification as sent to HSE	<ul style="list-style-type: none"> Display on site
Make sure they are competent and adequately resourced to address the health and safety issues that are likely to be involved in managing the construction	<ul style="list-style-type: none"> Consider programme and workload when appointed by the client Review experience on similar projects
Prepare a Construction Phase Health and Safety Plan before work starts The plan must be: <ul style="list-style-type: none"> Developed with any other contractors and communicated to them Implemented and adhered to Update, if required, as work progresses and Provided to other contractors to allow them to plan their work 	
Plan, manage and monitor the construction phase with adequately resourced, competent site management appropriate to the risk and activity	<ul style="list-style-type: none"> Implement and comply with Construction Phase Plan
Inform all contractors who will work on the project of the minimum time for them to plan and prepare before starting work	<ul style="list-style-type: none"> Prepare a contract programme and provide copies for all other contractors
Ensure safe working, co-ordination and co-operation between contractors	<ul style="list-style-type: none"> Hold regular site meetings, review method statements and programmes of Contractors to identify potential conflicts
Prepare and enforce any necessary site rules	<ul style="list-style-type: none"> Write site rules specific to the project Visit sites to monitor compliance Keep site diary of visits
Take reasonable steps to prevent unauthorised persons accessing the work site	<ul style="list-style-type: none"> Suitable barriers and signs Engage security personnel if required
Provide all workers with information that they need to work	<ul style="list-style-type: none"> Site induction

safely, report problems or to respond appropriately in an emergency	<ul style="list-style-type: none"> • Risk assessments • Toolbox talks • Method statements • Site Rules • Nominated persons
Consult with the workforce on matters concerning their Health and Safety	<ul style="list-style-type: none"> • Site meetings
Co-operate and co-ordinate with all parties in the project to allow other dutyholders to comply with the regulations. Give reasonable directions to any Contractor to allow the Principle Contractor to comply with his duties.	<ul style="list-style-type: none"> • Attend review or communications meetings
Liaise with the CDM Coordinator on any design carried out during the construction phase (including design by specialist contractors)	<ul style="list-style-type: none"> • Discuss building and construction methods
If carrying out design work (even for temporary works) ensure compliance with Designers duties	
Ensure that any Designers or Contractors they engage are competent and adequately resourced	<ul style="list-style-type: none"> • Ensure operators have the right training and certification for operating all items of plant • Review previous experience on similar projects
Ensure that welfare facilities compliant with Schedule 2 of the Regulations are available before work starts	<ul style="list-style-type: none"> • Refer to Schedule 2 of the regulations
Comply with Health and Safety requirements contained within Part 4 of the regulations	
Obtain specialist advice when planning high risk works	<ul style="list-style-type: none"> • For example, structural engineering advice on alterations that could result in structural collapse
Promptly provide any information required by the CDM Co-ordinator for the Health and Safety File	<ul style="list-style-type: none"> • Collate information, risk assessments etc from other contractors • Prepare written or drawn evidence of any 'as-built' alterations to the design



2.3 PUBLIC SAFETY DURING OPERATIONS

- 2.3.1 The Contractor will take specific precautions to protect the Public in the same way as employees. Specific actions will include fencing and signage of the works and notification of excavations etc. These precautions will be especially relevant when working in proximity to areas within the forest generating high recreational use.

2.4 COMPETENCE

- 2.4.1 Any operator employed on a Forestry Commission site shall be competent and in possession of a current CPCS (Construction Plant Competence Scheme) Card or similar approved for the machine being operated or task being undertaken. It is also the responsibility of the Contractor to ensure that any sub contract operators are also suitably qualified and that appropriate documentation is presented to the Employer / CDM Coordinator for inspection and subsequent inclusion in the Health and Safety File. Any chainsaw operator working on Forestry Commission land shall be competent and in possession of a current NPTC Card or similar.
- 2.4.2 When requested and applicable the Contractor shows a Construction Skills Certification Scheme Certificate (CSCS Certificate) or equivalent to the Employer, in relation to relevant personnel (e.g. supervisor), on demand."
- 2.4.3 Each and every operator employed or subcontracted or otherwise contracted by the Contractor in terms of this Contract must hold a valid full driving license for the category of vehicle operated in terms of this Contract. The Contractor shows to the Employer the valid full driving license for the operator(s) on demand.
- 2.4.4 The Employer or his representative may carry out safety checks upon the competence and standards of safe practice employed on site as per the attached checklist appended as Appendix D.

FIRST AID AT WORK

- 2.4.5 At least two individuals trained to a minimum of 'Emergency First Aid at Work plus Forestry' shall be present on site at all times.
- 2.4.6 A comprehensive First Aid Kit, commensurate with the task being carried out, shall be provided on site during all works.
- 2.4.7 The contractor shall provide an effective written and discussed Emergency Procedure for all works.
- 2.4.8 The Emergency First Aid at Work plus Forestry is a one day course that must be updated every three years.

2.5 H & S PROCEDURE

- 2.5.1 **PRE - COMMENCEMENT:** Where appropriate a documented site meeting must take place between the Contractor and the Employer prior to work commencing, in order to discuss any hazards which may be associated with the operation, and the measures that will be put in place to mitigate accidents. The responsibilities of those on site associated with the operation will also be identified and recorded.
- 2.5.2 **HAZARD IDENTIFICATION:** Before work commences the Employer will inform the Contractor of all known hazards pertinent to the intended works. Dependant on the complexity and urgency of the works it may be necessary to discuss these at a formal site specific Pre Commencement Meeting as described in 3.6.1
- 2.5.3 **RISK ASSESSMENT:** Prior to works commencing the Contractor shall supply the Employer with Site Specific Risk Assessments to mitigate risks associated with the hazards identified. Contractors will ensure that guidance laid out in the site specific risk assessments and site

safety rules is followed.

- 2.5.4 **COMMUNICATION TO SUB CONTRACTORS:** The contractor will ensure that any relevant information, which is communicated to him by Forestry Commission, is notified to his employees and to any sub-contractors / suppliers who are working for him and through them to their employees or subcontractors.
- 2.5.5 **LONE WORKING:** Working in isolated situations can be dangerous; contractors must demonstrate that an appropriate lone working system is in place and that there is a system of checking on operators on a regular basis, at a minimum of 4 hourly intervals.
- 2.5.6 **SITE SAFETY PROTOCOL:** Appendix C details the Site Safety Protocol promoted as the minimum standard applicable on all Forestry Commission managed sites. It is the contractor's responsibility to manage Health and Safety within these guidelines.
- 2.5.7 **METHOD STATEMENTS:** Where requested the Contractor shall also provide a method statement outlining the intended sequence of events of the contracted works.
- 2.5.8 **PRE TENDER HEALTH AND SAFETY PLAN:** This document contains a Draft Health and Safety Plan relating to the broad scope of the works which may be undertaken within the Framework Contract.
- 2.5.9 **CDM REGULATIONS:** See clauses 7.1.2. CDM default will be for projects to be Non - notifiable under the regulations with Framework Contractors fulfilling the Contractor role. When a project is forecast as potentially exceeding 30 working days or 500 man days the project will be deemed notifiable and the Contractor undertaking the works will be required to fulfil the Principal Contractor role.
- 2.5.10 **PERSONAL PROTECTION EQUIPMENT (PPE):** Safety headgear, footwear and suitable protective clothing shall be worn at all times within the defined site area. Other safety and protective equipment such as eye protectors, ear defenders, facemasks etc, shall be made available by the Contractor and used as necessary. Because of the high public activity inherent on Forestry Commission land the Contractor shall ensure that the workforce and the site supervisory staff at all times wear high visibility clothing complying with BS EN 471.
- 2.5.11 Safety helmets may only be used on Forestry Commission sites if they have been in service for less than 3 years.
- 2.5.12 If any person is observed not wearing appropriate PPE (Personal Protection Equipment) on a Forestry Commission England site, or deemed to be wearing very old or apparently unserviceable PPE, they will be excluded from the site immediately until the PPE is found or replaced.
- 2.5.13 **SITE ACCESS AND EGRESS:** Vehicle access to and from sites will be shown on the location maps or as agreed with the Employer or his agent, prior to accessing the site.

2.6 CONFLICT WITH OTHER FORESTRY COMMISSION OPERATIONS

- 2.6.1 The Contractor may not enter or travel through any Operational Forestry Site, or approach any forestry machines operating on or near forestry roads without having first discussed and understood the Forestry Site Safety Rules with the Forestry Works Manager² for that site.

2.7 NOMINATION OF SITE SAFETY CO-ORDINATOR

- 2.7.1 As part of his Risk Assessment the Contractor shall nominate a responsible person as SITE SAFETY CO-ORDINATOR. This could be a machine operator or supervisor as appropriate. The Site Safety Co-ordinator will be the contact for all health and safety issues on site and is responsible for advising the Employer of any concerns that arise. All personnel on site, including the Site Safety Co-ordinator have a responsibility to take measures to stop and report any dangerous practices that they become aware of.

² The Forestry Works Manager is the person responsible for the safe operation and conduct of a Forestry Operation. This will either be a representative of the Landowner or of a Timber Customer depending on who is commissioning the work. Contact details will be provided by the Commission on request.

- 2.7.2 **RESPONSIBILITIES OF SITE SAFETY CO-ORDINATOR:** Having a Site Safety Co-ordinator on site does not reduce the responsibility of all persons on site to look after their own health & safety, and that of all others on the site. The Site Safety Co-ordinator will be easily identifiable on site (ideally through use of an orange waistcoat or similar):
- Have available the Site Risk Assessments, Site Maps, and Site Safety Rules on the site at all times (in machine or vehicle or site accommodation as applicable)
 - Be fully aware of the detailed contents of the Site Safety Documents.
 - Ensure that the conditions of the Site Risk Assessments and Site Safety Rules are adhered to by all workers on site.
 - Be the reporting point for all visitors to the site.
 - Ensure that all visitors to the site are aware of the contents of the Site Safety Rules and Risk Assessments
 - Report any breaches of, or concerns about, health and safety on the site to the Employer at the earliest opportunity.
 - First person to arrive on site each day and the last to leave. If the Site Safety Co-ordinator is not present on the site for any reason then they **MUST** appoint a member of site personnel in their place, to whom all the above points apply.
 - Be able to communicate effectively with all staff on site. Where the Site Safety Co-ordinator is also the contractor they will have responsibility for enforcing all conditions of their contract, including those relating to Health and Safety.

2.8 IDENTIFICATION AND LOCATION OF SERVICES

- 2.8.1 Where known FCE will provide the Contractor with appropriate information on services which will effect the works as part of a policy of 'no map - no dig'. There may however be private supplies crossing the site which have not yet been fully identified. These are to be located, marked and a full assessment of risk made where required before proceeding. Under no circumstances must works commence without services being fully located, marked and a course of action agreed with the Employer. It will be the contractor's responsibility to provide a risk assessment which mitigates the hazard in full compliance with the following:
- 2.8.2 **OVERHEAD AND UNDERGROUND ELECTRIC CABLES:** Where high voltage electric wires are present, all work will comply with the guidelines contained in FSC booklet 'The Avoidance of Danger From Overhead Electric Lines & Underground Electric Cables in Forests and Plantations' and any compliance's requested by the electricity company concerned.
- 2.8.3 **UNDERGROUND PIPELINES:** Where underground pipelines are present, all work will comply with the procedures defined in J357 - 'Safe working in the vicinity of national grid high pressure gas pipelines and associated installations - requirements for third parties'.
- 2.8.4 **ORDNANCE:** Refer to Appendix A – Works Specification and Mitigation Measures.

2.9 DOCUMENTATION

- 2.9.1 **RISK ASSESSMENTS AND METHOD STATEMENTS:** All contractors appointed to the Framework will be required to submit copies of generic Risk Assessments and Method Statements for each Price List. Site specific risk assessments and method statements relevant to individual tasks should be developed following exchange of information on known hazards at pre – commencement meeting.
- 2.9.2 **CONTINUING EVIDENCE OF COMPETENCE:** Contractors must have current copies, updated at least annually of the following documentation: Public and Employers Liability Insurance, Health and Safety Policy Statement, Lone-working procedures, Risk assessments.
- 2.9.3 **SUB CONTRACTORS:** The Contractor will supply Forestry Commission with the names, addresses and proof of competence of all employees/sub-contractors before work commences.

Any changes must be immediately notified to the Employer or his agent.

- 2.9.4 **HAND ARM AND WHOLE BODY VIBRATION:** The contract holder will supply evidence of measures/steps taken to address Hand / Arm and Whole Body Vibration e.g. risk assessments and control measures.
- 2.9.5 **RIDDOR:** The Contractor shall ensure that they and their employees, sub-contractors and agents are fully acquainted with, and comply in all respects with the terms of, the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 ('RIDDOR'); the Contractor shall ensure that the Health and Safety Executive is notified by a responsible person under 'RIDDOR' within 5 working days of any death, injury, disease or dangerous occurrence and that the Commission receives copies of all relevant details and acknowledgements appertaining to the aforesaid notification. www.riddor.gov.uk
- 2.9.6 **NEAR MISS REPORTS:** As part of its accident prevention policy Forestry Commission values the facility to monitor and analyse 'near miss' situations. It is the contractor's responsibility to bring such incidents to the attention of the Employer in order that systems can be enacted to avoid repetition.
- 2.9.7 **SITE SAFETY PROTOCOL:** Minimum standards of Health and Safety practice applicable to construction activities on Forestry Commission land are appended. Framework Contractors must present their own generic Site Safety rules at tender stage and adapt these where required for individual sites.

2.10 UNSATISFACTORY HEALTH AND SAFETY PERFORMANCE

- 2.10.1 Forestry Commission is responsible for ensuring that all contractor siteworks are conducted with full and proper regard to the Health and Safety of both the general public and all agents of the Forestry Commission.
- 2.10.2 Forestry Commission will actively monitor Health and Safety compliance. Breaches in compliance with standards promulgated in this document will be pro-actively communicated to the Site Safety Coordinator.
- 2.10.3 Failure to address breaches in Health and Safety compliance will be followed up with more formal correspondence with the Contractor and could result in suspension or termination of the contract dependant on circumstances.

3. ENVIRONMENT AND POLLUTION

3.1 ENVIRONMENTAL LAW

- 3.1.1 The Contractor shall comply at all times with all Environmental Law and any other regulation affecting the conduct of the Contractor's business with the Employer's environmental policy.
- 3.1.2 The Contractor will ensure that no harm to any person, property, any living organisms or the environment may result from the Contractor's acts or omissions in relation to this Agreement. The Contractor will ensure that no harm to any person, property, any living organisms or the environment may result from the acts or omissions of the Contractor's employees, sub-contractors and agents or the employees of any of them in relation to the Agreement.
- 3.1.3 The Forestry Commission's objectives include providing raw material to the timber industry while encouraging recreational use of the forest and conserving the environment. The Contractor will take special care at all times to ensure these policy objectives are upheld. This will entail making provision for the public and ensuring that the plant and wildlife are not harmed.

3.2 WATER GUIDELINES

- 3.2.1 The Contractor shall at all times comply with all Forestry Commission Guidelines, Environmental Law and any other regulation affecting the conduct of the Contractor's business. In particular the Forest and Water Guidelines must be followed.

- 3.2.2 The Contractor shall ensure provision, maintenance & subsequent removal of all measures & systems for safe working & protection of the works & the environment, watercourses & aquifer from pollution & contamination.

3.3 STORAGE OF FUEL LUBRICANTS AND OTHER POTENTIAL POLLUTANTS

- 3.3.1 All necessary precautions shall be taken to prevent oil or other pollution from plant, storage tanks and all other elements of the works. These shall include the provision of double skinned bowsers, lined bunds, lagoons, interceptor pits and drip trays. Outlets to tanks/bowsers must be padlocked to prevent spillage (accidental or malicious). 25 litre containers must be stored in a bunded unit. All fuel and oils must be kept clear of watercourses, and stored at the designated location marked on the site map. Facilities for immediate cleaning up of spillages, etc, shall also be provided and be readily accessible. All reasonable steps shall be taken to minimise the risk of a polluting incident resulting from an act of vandalism. Such steps shall include the secure storage of all materials and plant containing potential pollutants.

3.4 FUELLING / SERVICING

- 3.4.1 All routine servicing will be conducted at the "Fuelling Point" identified at pre commencement and containers will be marked clearly with the words "waste oil". Disposal, via licensed premises, is the Contractor's responsibility. Waste oil and grease containers must be removed from Forestry Commission land on the day of use.
- 3.4.2 Bulk fuel delivery drivers must have details of Forestry Commission contact numbers in case of a pollution incident.
- 3.4.3 A general risk assessment should be issued to the bulk fuel tanker drivers appraising them of any hazards likely to be encountered on their route through the forest.
- 3.4.4 A copy of the bulk fuel tanker drivers risk assessment and pollution contingency plan should be provided to Forestry Commission.

3.5 POLLUTION CONTROL KIT

- 3.5.1 The Forestry Commission allows machines and road haulage vehicles to operate on its land on the understanding that appropriate spill kits are available to operators and drivers at all times. There are no exceptions. Chemical spill kits can be used on any liquid. Oil spill kits can only be used on oil based liquids including bio-oils.
- 3.5.2 All machines operating on FC land must have, as a minimum, one oil absorbent Site kit available to them. Site kits should be able to absorb at least 40 litres of oil. The full kits are bulky and so need not be carried on the machines all the time provided they are on site and available. However we expect all machines to carry smaller emergency Cab kits of a few pads and pillows to contain any spills until the main kit can be deployed. Sealing putty such as 'Dammit Sealant' is also recommended in cab and site kits to seal tank leaks.
- 3.5.3 Forestry Commission expects haulage lorries to carry their own pollution control kits. The kit should be capable of absorbing at least 20 litres of oil.
- 3.5.4 If at any time an operator or vehicle driver on FC land cannot demonstrate that there is an appropriate pollution control kit available to them, they will be required to stop the machine immediately or remove the vehicle from FC land until the correct kit is made available.

3.6 ACTION IN EVENT OF POLLUTION INCIDENTS

- 3.6.1 All operations shall be carried out with concern for the environmental impact and avoid pollution wherever practicable. All operators will carry a pollution control kit and be familiar with its usage. If the operator causes a potential pollution incident which he might not be able to eliminate, then he must inform the Employer at once or the local Forest District Office or failing that the Environment Agency, without delay.

3.7 FIRES

- 3.7.1 The Contractor will not light fires on Employer land without permission of the Employer and takes all reasonable and proper precautions under the direction of the Employer to prevent and to deal with fire in the said area or adjoining ground and the Contractor is responsible for any loss whatsoever through fire attributable to its negligence.

4. OTHER

4.1 SITE FENCING AND SIGNAGE

- 4.1.1 Temporary fencing and signage appropriate to site circumstances shall be erected to the satisfaction of the Employer; the Contractor shall erect such fencing as soon as he is given possession of the relevant portion of the Site. The Contractor shall regularly inspect and maintain all such fencing, any defects being made good without delay. Temporary site fencing shall remain in position until either it is replaced by permanent fencing or the Works are sufficiently completed to enable that portion of the Site to be brought into use. The minimum standards for sites within the forest are as described in FISA Guide – Managing Public Safety on Harvesting Sites. www.7stanes.gov.uk/website/pdf.../manage-public-safety-harvest-sites.pdf .
- 4.1.2 Where work is carried out on or adjacent to a public highway open to traffic the Contractor shall ensure that all signage / traffic management systems are fully compliant with Chapter 8 of the Department of Transport Traffic Signs Manual (Roadworks and Temporary Situations)

4.2 INTERFERENCE WITH LAND INTERESTS

- 4.2.1 The Contractor shall confine his operations within the Site identified by the Employer, or such other areas of land as may be negotiated, and shall instruct his employees not to trespass.
- 4.2.2 Subject to any unavoidable disturbance which may be necessitated by the execution of the Contract, the Contractor shall not interfere with any leisure or amenity activity which may be enjoyed on or near the Site.
- 4.2.3 The Contractor shall take all necessary precautions to avoid causing any unwarranted damage to roads, tracks, lands, properties, trees and other features and, during the currency of the Contract, shall deal promptly with any complaints by owners or occupiers.
- 4.2.4 No trees are to be felled without the written consent of the Employer. Care shall be taken to preserve the area as far as possible and to avoid damaging any trees, bushes and hedges on or in the vicinity of the Works.

4.3 PROVISION OF WELFARE FACILITIES

- 4.3.1 Where circumstances are appropriate and in compliance with CDM Regulations, the contractor shall provide, maintain and keep clean ample welfare facilities for all staff employed on the site to the satisfaction of the Employer.

4.4 AREA FOR TEMPORARY WORKS, OFFICES, ETC

- 4.4.1 Where the extent of the works renders such accommodation appropriate the area for the site compound shall be as agreed with the Employer at the pre-commencement meeting.

4.5 TRAFFIC REQUIREMENTS

- 4.5.1.1 The Contractor shall take all reasonable steps to prevent vehicles entering and leaving his Site

depositing mud or other debris on the surface of adjacent roads or footways, and shall remove expeditiously any materials so deposited.

- 4.5.1.2 All traffic safety and management measures necessitated by the Works shall be fully operational before the Contractor commences any work which affects the public highway or the use of it.
- 4.5.1.3 Where appropriate the Contractor shall provide and suitably sign points of entry to and exit from the Site for vehicles and plant engaged on the Works.
- 4.5.1.4 Where work is carried out on or adjacent to a highway open to traffic the Contractor shall ensure that the workforce and the site supervisory staff at all times wear high visibility clothing complying with BS EN 471.

4.6 MAINTENANCE OF SITE

- 4.6.1 **TIDINESS OF SITE:** The Contractor shall be responsible for the proper upkeep and maintenance of any site connected with his Works and shall remove from the site rubbish and other waste daily. Materials and equipment shall be positioned, stored and stacked in an orderly manner. As soon as possible after completion of the Works, the Contractor shall:-
- 4.6.2 Remove from the Site and dispose of all temporary buildings, foundations, hardstanding, plant etc, waste and litter and in general tidy-up the Site to the satisfaction of the Resident Employer.
- 4.6.3 Fill with approved materials all temporary excavations, pits, etc., and all ruts and depressions.
- 4.6.4 Reinstatement disturbed areas including temporary haul roads and access tracks as nearly as possible to their original condition, including supplying and spreading imported topsoil and seeding all reinstated areas as necessary.

4.7 CARAVANS ETC

- 4.7.1 No caravan, mobile home, campervan or equivalent vehicle or tent can be brought onto the Employer's land without the written consent of the Employer (which consent may be withheld or given subject to such conditions as the Employer may, in its discretion, determine).

4.8 SURFACE AND GROUND WATER CONTROL

- 4.8.1 When required and appropriate the Contractor's method statements shall detail how the discharge of surface and ground water is to be controlled during the construction of the Works if required.

4.9 DUST AND DIRT CONTROL

- 4.9.1 The Contractor shall take all responsible steps to minimise nuisance caused by dust, mud, dirt and other debris during the completion of his operation.
- 4.9.2 All existing highways used by vehicles of the Contractor or suppliers of materials or plant in the vicinity of the Works shall be kept clean of all dust, mud, dirt and other debris. Any such matter spreading onto these areas shall be immediately cleared by the Contractor by manual sweeping or shovelling or by the use of mechanical sweeping and clearing equipment. Additionally if so directed by the Employer such areas shall be thoroughly cleaned by hosing or watering.

4.10 NOISE

- 4.10.1 The Contractor shall make every reasonable endeavour, both by means of temporary works and by the use of particular plant or silencing devices, to ensure that the level of noise resulting from the execution of the Works does not constitute a nuisance. He shall at all times comply with the requirements of the Control of Pollution Act 1974, and British Standard No 5228; Code of Practice for Noise Control on Construction and Demolition Sites.

- 4.10.2 The Contractor shall conform to the recommendations of the Local Authority regarding noise limitations and shall also conform to existing relevant bylaws.

5. PERSONNEL AND PLANT

5.1 PERSONNEL:

- 5.1.1 **LIST OF PERSONNEL:** On request of the Employer the Contractor shall provide a list of key personnel and/or subcontractor staff he intends to employ together with a resume of their experience and qualifications. All operators shall have a valid CPCS certificate and driving licence for the machine they operate and be prepared to present same on request. All chainsaw operators shall have a valid NPTC certificate.
- 5.1.2 **SUPERINTENDENCE:** The Contractor shall provide all necessary superintendence during the execution of the works and as long thereafter as the Employer may consider necessary. Such superintendence shall be given by sufficient persons having adequate knowledge of the operations being carried out as may be requisite for the satisfactory completion of the Works.
- 5.1.3 **ATTENDANCE ON THE WORKS:** The Contractor or a competent and authorised agent or representative approved by the Employer is to constantly be in attendance on the Works; this can be a suitably competent plant operator. Such authorised agent or representative shall be in full charge of the works and shall receive on behalf of the Employer and will normally fulfil the role of Site Safety Co-ordinator. The Contractor or such authorised agent or representative shall be responsible for the safety of all operations.

5.2 SUITABILITY OF PLANT AND EQUIPMENT

- 5.2.1 All vehicles operated by or on behalf of the Contractor shall be in a roadworthy condition and suitable for the relevant road conditions and terrain and shall be driven or used only by competent personnel with all proper skill, care and attention and shall be driven at such speed as shall be prudent and reasonable in all the circumstances, having regard to (without limitation) the nature of the route and vehicular load, and prevailing weather and road conditions;
- 5.2.2 All vehicles and/or equipment operated by or on behalf of the Contractor shall be in a safe and operable condition and, without prejudice to the foregoing, shall comply with and be operated in accordance with all applicable legal requirements.

5.3 RETURNS OF LABOUR, PLANT AND MATERIALS

- 5.3.1 If requested the Contractor shall deliver to the Employer weekly returns showing in detail: -
- The numbers and daily hours worked of the several classes of labour from time to time employed by the Contractor on the Site;
 - The numbers, types, capacities and daily hours worked of all Constructional Plant used by the Contractor on Site, including that on hire; and
 - The materials received and used on Site.

5.4 SUB-CONTRACTORS

- 5.4.1 Site supervision of all sub-contractors shall be undertaken by the Framework Contractor.
- 5.4.2 Health and Safety management of all sub-contractors shall be undertaken by the Framework contractor.

5.5 WORKING HOURS

5.5.1 As agreed with Employer.

6. RESPONSE TIMES

6.1 PLANNED WORK PROGRAMME

6.1.1 The default response period for the contractor to mobilise site works shall be 5 working days from the date of the Employer issuing a schedule, constraints map and hazard information being exchanged.

7. MONITORING OF PERFORMANCE

7.1 PERFORMANCE REVIEW

7.1.1 Contractors will be expected to meet with Employer staff on a regular basis to review performance. Appendix E outlines the Key Performance Indicators which will define ongoing appraisal.

8. SERVICE INFORMATION

9.1 REQUIREMENTS FOR THE PLAN

8.1.1 The contractor will be responsible for multiple works of varying duration some of which must run concurrently and will be required to produce a clearly understood programme demonstrating how employer priorities will be met.

9.2 SERVICES AND OTHER THINGS PROVIDED BY THE EMPLOYER

8.1.2 The employer will provide information on all known hazards relevant to the site as part of the pre-commencement process. This will usually be in the form of a 'constraints' maps

9.3 PROPERTY AFFECTED BY THE SERVICE

8.1.3 The forest environment is used extensively by the public for recreation. The contractors Method Statements and Risk Assessments should be clear in indicating the control measures that he will put in place to minimise risk to the general public through his activities.

APPENDIX E: KEY PERFORMANCE INDICATORS

	1 Very Poor	2 Average	3 Excellent
Quality of Final Product	<ol style="list-style-type: none"> 1. Non-compliance with specification after remedial works. 2. Issues raised rarely resolved within time contract 3. Poor after sales services. 	<ol style="list-style-type: none"> 1. Compliant with specification, some remedial works. 2. Issues raised dealt with in a timely fashion 3. Satisfactory after sales service 	<ol style="list-style-type: none"> 1. Fully compliant, right first time 2. Exceptional, proactive after sales service
Health and Safety	<p>WORK WILL BE STOPPED IMMEDIATELY IF THERE IS ANY EVIDENCE OF THESE OR SIMILAR EXAMPLES OCCURING. FAILURE TO RECTIFY THE SITUATION TO OUR SATISFACTION WILL RESULT IN CONTRACT TERMINATION. This list is not exhaustive.</p> <ol style="list-style-type: none"> 1. Failure to recognise and deal immediately with a potentially life threatening condition or action. 2. Poor control of access to site or poor co-ordination of activities for safe working. 3. Poor signage / barriers. 4. Reportable accident happens but no near miss report or investigation takes place. 5. Welfare Facilities, if required, not on site. 6. H&S Paperwork not provided or in place before moving to site. 7. Paperwork provided is of poor quality or 	<p>This list is not exhaustive.</p> <ol style="list-style-type: none"> 1. Near-misses and accidents are reported, investigation takes place and lessons are learned. 2. Appropriate signage in place and good control of site. 3. H&S Paperwork acceptable and in place before moving to site. 4. Site supervision satisfactory and some liaison with FC staff. 5. Evidence of site inductions, briefings, toolbox talks and audits. 6. Evidence of proper use of constraints maps. 	<p>This list is not exhaustive.</p> <ol style="list-style-type: none"> 1. Supplier shows a proactive and exemplary approach to H&S. 2. The investigation of near misses and accidents has a clear procedure that identifies root causes and the changes required to reduce the risks of a recurrence. 3. Supplier demonstrates innovative H&S practices and procedures and that Lessons Learnt are in use. 4. Good Welfare Facilities, where required, always on site before work starts. 5. H&S Paperwork to high standard and in place before moving to site. 6. Excellent site supervision and liaison with FC staff. 7. High quality site inductions, briefings, toolbox talks and audits.

	<p>not suitable.</p> <p>8. Insufficient site supervision or liaison with FC staff.</p> <p>9. No evidence of site inductions, briefings, toolbox talks and audits.</p> <p>10. No evidence of use of constraints maps and/or incidents occurring.</p>		<p>8. Full adherence to constraints maps.</p> <p>9. Excellent signage and control of site.</p>
Documentation	<p>1. Requests for management information (including invoices and other documentation) rarely answered to deadline, and quality of data when delivered is incomplete.</p>	<p>1. Majority of management information (including invoices and other documentation) delivered on time and to an expected quality standard (i.e. meets expectations of requesting party).</p>	<p>1. All management information (including invoices and other documentation) delivered on, or ahead of time and to expected quality standard.</p> <p>2. Supplier works closely with others to continuously improve measurement approach, targets and data gathering approach.</p>
Environmental	<p>1. Supplier demonstrates a reactive approach to sustainable / environmental operation, completing corrective actions on a consistent basis.</p> <p>2. Poor environmental record and no systems and procedures in place to protect the environment.</p> <p>3. Evidence of pollution or damage to the environment.</p>	<p>1. Supplier demonstrates a predominantly reactive approach to sustainable / environmental operation, but has shown examples of proactive thinking.</p> <p>2. Good environmental record and basic systems and procedures in place to protect the environment.</p>	<p>1. Supplier demonstrates a proactive approach to sustainable / environmental operation, proposing initiatives that reduce the environmental impact or increase the sustainability of their operation and the operation of others that they engage with.</p> <p>2. Excellent environmental record and systems and procedures in place to protect the environment.</p>
Time of Delivery and Resourcing	<p>1. Rarely able to respond to mobilisation times defined in contract documentation</p> <p>2. Unwilling to respond sufficiently quickly to mitigate emergency repairs</p> <p>3. Not inclined to respond timeously to</p>	<p>1. Normally supplies planned works within 5 days of request and responds within 2 days to emergency repairs.</p> <p>2. Normally responds timeously when asked to mitigate risk to 3rd party property</p>	<p>1. Always supplies planned works within 5 days of request and responds within 2 days to emergency repairs.</p> <p>2. Always prepared to mobilise at short notice to mitigate risk to 3rd party property</p>

	<p>incidents which endanger 3rd party property</p> <p>4. A number of milestones not being met, resulting in significant impact upon associated activities.</p> <p>5. Lead Times for delivery significantly greater than required.</p> <p>6. Clearly under resourced</p>	<p>3. All milestones being met.</p> <p>4. Lead Times for delivery at an acceptable level.</p> <p>5. Under resourcing apparent occasionally, but not representative of normal operations.</p>	<p>3. Proactive monitoring of milestones, resulting in the supplier being able to deliver milestones in advance of programme if this meets with FC expectation.</p> <p>4. Lead Times never an issue.</p> <p>5. Resource available when required with no wastage or standing and optimisation initiatives are in place.</p>
TOTAL SCORE (max 50)	< 12	12 to 15	> 15
Overall Capability	Failure to deliver services to a satisfactory level results in a reluctance to use supplier again. Moved down list!	Full delivery against all targets. Supplier acceptable to continue on Framework but has some areas for development.	Service levels consistently exceed expectations.

