

**CONTRACT for the SUPPLY of HARVESTING SERVICES**

between

**The Forestry Commissioners**, 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 Commission")

and

[**Name, address and designation**] ("the Supplier/Contractor")

- 1 The Supplier/Contractor agrees to provide the Services to the Commission in accordance with and subject to the provisions of this Contract.
- 2 The Contract Commencement Date shall be 1<sup>st</sup> April 2015.
- 3 The Contract shall consist of this document and the Schedules annexed, which are deemed to be incorporated into and form part of this Contract.
- 4 In the case of any ambiguity, inconsistency, uncertainty or conflict arising the following order of precedence shall apply in relation to the Schedules:-
  - 4.1 Schedule 3
  - Schedule 4
  - Schedule 2
  - Schedule 5
  - Schedule 1
- 5 The Contract shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably submit to the jurisdiction of the English and Welsh courts.

This Contract, which consists of this and attached five Schedules, is signed as follows:-

Signed for and on behalf of The Forestry Commissioners  
on the [ ] day of [ ] 2014 by:

Authorised Signatory: .....

Full Name: .....

Signed for and on behalf of the Supplier/Contractor  
on the [ ] day of [ ] 2014 by:

Authorised Signatory: .....

Full Name: .....

**Schedule 1**

**Conditions of Contract for the Purchase of Harvesting Services**

**The Conditions of Contract which will apply are Contract for Harvesting Services (Rev 06/07/11) and can be viewed at:**

**<http://www.forestry.gov.uk/website/forestry.nsf/byunique/infd-8xtkx5>**

**Schedule 2**

**Special Conditions/Agreed Amendments to the Conditions of Contract for the  
Purchase of Harvesting Services**

None.

**Schedule 3****Description of the Services**

**Work to be undertaken (description/specification of services (include reference to any tender specification, if applicable)):**

- 1. Commencement Date:** 1<sup>st</sup> April 2015
- 2. Completion Date:** 31<sup>st</sup> March 2020
- 3. Location:** South England Forest District
- 4. Quantity:** 39,500 tonnes
- 5. Method of measurement of work:** Measurement will be by tonnes despatched.

**6. Rates payable**

6.1 Unit of work: tonnes

**7. Work to be undertaken****7.1 Pre commencement meetings**

- 7.1.1 A detailed site plan will be issued prior to work commencing.
- 7.1.2 All known archaeological artefacts and nature conservation issues will be marked on the site plan. Any additional finds (e.g. bird nests, animal burrowing, stone structures etc) should be avoided, marked with tape, and notified to the FWM.
- 7.1.3 A site meeting must take place between the contractor and the FC supervisor prior to work commencing, in order to discuss any risks that may be associated with the operation, and the measures which will be put in place to mitigate the hazard.
- 7.1.4 The responsibilities of those on site associated with the operation will also be identified and recorded.
- 7.1.5 The contractor must provide a written risk assessment(s) which will cover all aspects and tasks undertaken to fulfil the contract.
- 7.1.6 No weekend working is permitted unless previously agreed.
- 7.1.7 We expect the supplier to have a dedicated contract manager who will work closely with FC staff to make sure that they meet the terms of the contract.

## **7.2 Felling / thinning**

- 7.2.1 Felling is to be by operator select, some extra felling may be required to open up ride edges and this will be identified / marked in advance of work progress. Some extra felling may also be required to link racks to allow extraction through the plantation where appropriate. This will be agreed with the FWM on site.
- 7.2.2 All stumps to be cut as low as possible, de-butching where needed.
- 7.2.3 Conifer stumps will be treated on appropriate sites as identified by the supervising forester. Stumps will be treated immediately after felling with stump treatment. Applicators will be provided by the contractor. Any breakdown of automatic stump treatment systems must be reported to the FWM within 12 hours. Where the use of Peniophera solution is required as stump treatment the contractor will need in place a system for ensuring proper storage and use of Peniophera.
- 7.2.4 No felling must be undertaken within two tree lengths of power-lines, railways or road unless otherwise agreed with the FWM. See FISA Guides and risk assessment.
- 7.2.5 If trees are felled which are not within the contract the FC will have the right to recover any lost income from the growth of the trees from the contractor and ask that the area is restocked at the contractors expense.
- 7.2.6 In areas of thinning, the supervising forester will supply a target basal area for each area. The contractor will undertake periodic checks throughout the working day to ensure the target is met.
- 7.2.7 Some trees on some sites will not be suitable for harvester felling. The contractor will ensure that provision is made to supply chainsaw operatives, winch systems etc to enable all trees to be felled and processed safely.

## **7.3 Snedding and Conversion**

- 7.3.1 All trees felled will be de-limbed with all utilisable material converted into lengths as specified by the FWM on a regular basis.
- 7.3.2 The cutting specification will be provided in written form at the start of the working week and may be altered during the course of the work. It is normal for between 4 and 7 products to be cut at any one time.
- 7.3.3 The maximum number of specifications on any site will usually be 10.
- 7.3.4 All material must be cut to the specifications given and the processed tree must be optimised for best value.
- 7.3.5 Tolerances on all log and bar lengths will be +5cm. Lengths out-with this are not permitted.
- 7.3.6 No payment will be made for products cut out with the specification above.
- 7.3.7 Brush and any lop and top must be cut to lengths of not more than 2m and cut so that it lies flat on the ground.
- 7.3.8 Any lop and top falling beyond the first row of trees will be pulled back to

the remaining tree line.

- 7.3.9 Lop and top must be kept out of watercourses and ditches and pulled back at least 2m from any watercourse.

#### **7.4 Extraction**

- 7.4.1 All pine must be extracted within 2 working days, and 5 days for all other species.
- 7.4.2 Extraction routes must be agreed with the supervising forester on a site by site basis.
- 7.4.3 No other rides will be used without prior agreement and if damaged will be reinstated at the contractors expense before the contract is finally competed and the last invoices paid.
- 7.4.4 The FC reserves the right to alter an agreed route if it is found to be excessively damaged due to site conditions or weather etc.

#### **7.5 Stacking and despatch**

- 7.5.1 Timber stacks will not exceed 2m high unless covered by an agreed risk assessment for the site.
- 7.5.2 Each specification is to be stacked separately. This may include products of a different species but of the same size specification.
- 7.5.3 Timber stacks will have the customer, length and diameter class (if appropriate) and customer marked on them by the contractor. The FC will provide paint for this purpose.
- 7.5.4 The contractor must supply the FC details of roadside stocks and stocks at stump on request.

### **8 Environmental Considerations**

- 8.1 Operations must not damage features of environmental and archaeological interest, for example badger setts, watercourses and ancient monuments.
- 8.2 The contractor will be responsible for applying for and managing a badger 'class license' as per the FC document 'Guide to the Badger Class License'.
- 8.3 Where watercourses or other wet areas need to be crossed, suitable bridging must be supplied and used by the contractor that will maintain site condition.
- 8.4 During periods of excessive rain/water logging, or where the ground suffers undue and/or avoidable damage as a result of harvesting operations, (as decided by the FWM) operations will be moved to other areas of the forest or suspended.
- 8.5 Where there is a sensitive ecological issue (as decided by the FWM) operations will be moved to other areas of the forest or suspended.
- 8.6 No band tracks, chains or any other device to facilitate ground traction are

to be fitted to the tyres of any machinery without prior written permission from FC.

- 8.7 Bio-chain oil will be used by harvesters and chainsaws.
- 8.8 When diesel, petroleum, oils, lubricants and/or chemicals are stored on site they must be stored and transported in tamper proof, bunded containers.
- 8.9 A pollution control kit must be maintained on site, the size and type of which will be in proportion to the operation being undertaken and to the FC supervisor's satisfaction.
- 8.10 Any spillage with the potential to pollute MUST be notified to the FC supervisor as soon as is practical. Costs associated with control and/or removal of contamination will be charged to the Contractor.
- 8.11 All sites must be kept clean and tidy and litter free. All litter must be collected and removed from the site.
- 8.12 The FC Guidelines will be regarded as the minimum standard required.

## **9 Access and Egress**

- 9.1 Only agreed access routes will be used. All gates and barriers are to be kept closed at all times other than when vehicles are passing through them.

## **10 Signage**

- 10.1 It is the Contractors responsibility to erect and maintain safety signs around the work area. Erection and moving of signs will be the responsibility of the contractor and the FC publication 'Managing Public Safety on Harvesting Sites' should be referred to as the accepted practice. The FC will provide signs for this purpose. Threshold signs and timber stack signs will be erected by the FC.

- 10.2 Any missing signs must be replaced by Contractor before work resumes.

## **11 Invoicing Arrangements**

- 11.1 Monthly invoice supported by harvesting PRD file and / or measuring certificate and any relevant timesheets.
- 11.2 Payment terms strictly 30 days net.
- 11.3 Harvester and forwarder extraction data forwarded on a weekly basis to FC supervisor.

## **12 Training & Certification**

- 12.1 All contractors, sub contractors and employees will hold certificates of competence relevant to the operation, machinery and equipment to the satisfaction of the Forestry Commission and will present copies on request. Trainees will be accepted subject to agreement and must be registered with an appropriate scheme.
- 12.2 All chainsaw operators will be FISA registered and be able to demonstrate that they have undertaken formally recorded chainsaw training within the

five-year period immediately prior to the commencement of any operation/contract with participating organisations.

12.3 All contractors, sub contractors and employees will work within the guidelines outlined in the FISA guides for their specific task(s).

12.4 All contractors and sub contractors will have up to date emergency first aid at work qualifications.

### **13 Insurance Documentation**

13.1 A current Public liability insurance document must be produced prior to onset of work, and a copy retained on file by the FC. The contract holder will hold a minimum third party indemnity cover of £5,000,000 (5 million pounds) unless a higher or lower amount has been agreed in writing.

13.2 A current employers liability Insurance document must be produced prior to onset of work, and a copy retained on file by the FC.

### **14 Services of Notices**

14.1 All written communication should be addressed to:  
Forestry Commission,  
The Queens House, Lyndhurst,  
Hampshire  
SO43 7NH,  
02380 283141

14.2 the Contractor will ensure that any relevant information which is communicated to him by the FC is notified to his employees and to any sub-contractors who are working for him and through them to their employees.

### **Materials, goods or other consumables (if any) to be supplied:**

The FC will supply pre-dyed liquid urea in either 20 litre or 250 litre containers. Urea will be available from the following FC yards.

- Bucks Horn Oak, near Farnham
- Micheldever, near Winchester
- Burley yard, near Lyndhurst
- Wareham yard, near Wareham

Access to the yards will be by prior arrangement with the FWM. It is the contractor's responsibility to collect this and transport it to their work site.

The FC will provide all site safety signs, stakes and marker tape.

The FC will provide spray paint for marking timber stacks.

The Contractor will supply all other consumables such as fuels, oils, greases, chains and cleaning agents.



**Services Start Date:**

1<sup>st</sup> April 2015

**Termination Date or duration of Services:**

31<sup>st</sup> March 2020

**Premises/Work Site:**

The work sites will be within the South England FD. They will be available in advance on a rolling 1 year basis.

**Authorised Access Routes:**

Access routes will be shown on the site plans and agreed with the contractor at the pre-commencement meeting.

**Agent Responsible for overhead electric line indicated on Contract Map  
(per Condition 2.4.3)**

**SSE.**

Poole Depot  
25 Bourne Valley Road,  
Poole Dorset,  
BH12 1YT

**Contact details for service of notices under Contract (including email  
address)**

Tim Dicker  
DP Harvesting Forester  
Forestry Commission  
South England Forest District  
The Queens House  
Lyndhurst  
Hampshire,  
S043 7NH

[tim.dicker@forestry.gsi.gov.uk](mailto:tim.dicker@forestry.gsi.gov.uk)

+44 (0)2380 286 810 (direct)  
+44 (0)7770 221 104 (mobile)

**Schedule 4**

**Pricing and Charges**

**Price (or method of calculation including rates):**

**Payment details/terms:**

Payment will be within 30 days of receipt and agreement of invoices. Invoices should be sent to:

Forestry Commission  
South England Forest District  
The Queens House  
Lyndhurst  
Hampshire,  
S043 7NH

*[If self billing arrangements are to apply then this should be specified here.]*

**Schedule 5**

**Contract Map**

Maps will be supplied on a site by site basis. There will be the following maps:

- Location map.
- Operations map.
- Constraints map.