



Asiant Cefnffyrdd Gogledd a Chanolbarth Cymru North & Mid Wales Trunk Road Agent

NMWTRA Tree Works Framework Framework Contract 2020

VOLUME 2 Framework Information

October 2020

CONTRACT



Yn gweithio ar ran
Llywodraeth Cymru
Working on behalf of the
Welsh Government

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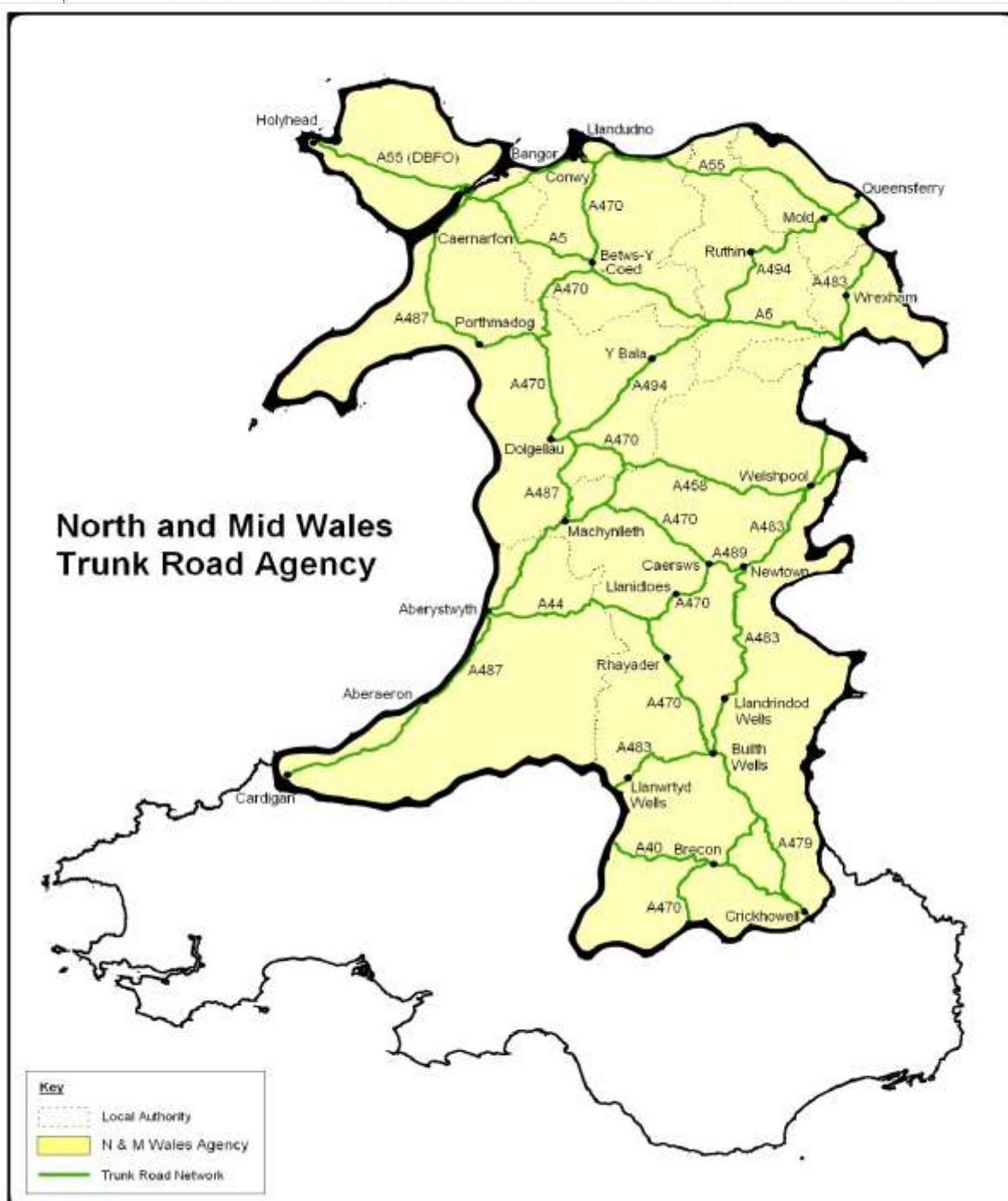
Rev	Status	Amendment(s)
<i>v2.0</i>	<i>TENDER</i>	<i>Additional paras 5.1.6 and 5.2.2D; Amendment to paras 5.2.1C and 5.2.1D; Amendment to table in para 5.9.7, requirement for Operatives added. Amendment to Annex A – People Designation schedules</i>
v3.0	CONTRACT	CONTRACT issue

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1	Introduction
1.1	North and Mid Wales Trunk Road Agent
1.1.1	The North and Mid Wales Trunk Road Agent (NMWTRA) is responsible to the Welsh Government (WG) for the operation and maintenance of highway assets on the trunk road network in North and Mid Wales.
1.1.2	The geographical area and extent of the trunk road network in North and Mid Wales is shown below:



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1.1.3	<p>The Partner Authorities (PA) who constitute NMWTRA are: -</p> <p>North Wales</p> <ul style="list-style-type: none"> • Conwy County Borough Council; • Denbighshire County Council; • Flintshire County Council; • Gwynedd Council; • Isle of Anglesey County Council; • Wrexham County Borough Council. <p>Mid Wales</p> <ul style="list-style-type: none"> • Ceredigion County Council; • Powys County Council.
1.1.4	The WG is the Highway Authority (HA) for all trunk roads in Wales, the operation and maintenance of which the WG delegate to Local Authority Trunk Road Agents, the North and Mid Wales Trunk Road Agent (NMWTRA) and the South Wales Trunk Road Agent (SWTRA).
1.1.5	NMWTRA is responsible for trunk roads within the Local Authority administrative areas of Conwy, Denbighshire, Flintshire, Gwynedd and Wrexham (North Wales), and Ceredigion and Powys (Mid Wales).
1.1.6	NMWTRA fulfils an administrative role on behalf of the WG for the A55 DBFO (Design, Build, Fund and Operate) Contract that operates from Junction 1 (Holyhead) to Junction 11 (Llandygai) including the Britannia Bridge, Menai Suspension Bridge and connecting link roads (A5 and A487) between the two Menai Straits bridges. UK Highways (A55) Ltd (DBFO Co) fulfil the Operation and Maintenance function for the A55 DBFO Contract.
1.1.7	<p>NMWTRA is responsible for the operation and maintenance of: -</p> <ul style="list-style-type: none"> • 1,100 km (680 miles) of trunk road which is made up of 925 km (575 miles) of single carriageway and 175 km (105 miles) of dual carriageway; • All highways asset within the corridor of Welsh Government land ownership on trunk road including vehicle restraint system, traffic signs, lighting, landscape and ecology; • over 2,000 structures and major tunnels on the A55; • the Traffic Management Control Room based at Conwy; • Traffic Officer Service operating along A55, A494 and A483 dual carriageway sections.
1.1.8	The Lead Authority of NMWTRA is Gwynedd Council.
1.1.9	NMWTRA itself does not constitute a legal entity and is unable to enter into contracts. The <i>Client</i> for this Framework Contract is Gwynedd Council.
1.2	Partner Authorities
1.2.1	The Partner Authorities (PA) will be entitled to utilise this Framework Agreement to call off Time Charge and Work Orders for Works within their County boundary.
1.2.2	The <i>Client</i> for Time Charge and Work Orders within the County boundary shall be the respective relevant PA (including Gwynedd Council as a PA if applicable).

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2	Purpose and objectives of the framework
2.1	General
2.1.1	The Definitions and Interpretations of words and expressions in this document are defined in para 1.1 of Volume 1 – Framework Conditions and Contract .
2.1.2	The <i>Supplier</i> as defined in the NEC4 Framework Contract is the <i>Contractor</i> as defined in the NEC4 Engineering and Construction Contracts (ECC and ECSC) in this Volume 2 – Framework Information .
2.1.3	The conditions of this contract are the clauses of the NEC4 Framework Contract (June 2017) .
2.1.4	This Framework Agreement provides a procurement mechanism for the appointment of a <i>Contractor</i> to undertake both programmed and urgent project works as defined in Section 3 and Section 5 of this document.
2.1.5	The Contract Data for Work Orders issued under this Framework Agreement will generally be either the NEC4 Engineering and Construction Contract (ECC) (June 2017) or the NEC4 Engineering and Construction Short Contract (ECSC) (June 2017) .
2.1.6	The <i>Client</i> is entitled to use other NEC4 contract options if deemed appropriate for a Work Order issued under each Lot of this Framework Agreement. The <i>Client</i> will identify the NEC4 contract and option in the Contract Data of each Work Order.
2.1.7	The Framework Agreement will facilitate the successful delivery of scope of Work Orders (Work packages, schemes or projects) on any Trunk Road or County asset or location within the geographical area of North and Mid Wales (refer to para 1.1.2).
2.1.8	The Framework Agreement is a procurement mechanism to satisfy Public and Local procurement regulations to the satisfaction of the Welsh Government and NMWTRA.
2.2	Requirement for a Framework
2.2.1	<p>The Client's requirement for a Framework is primarily to address issues relating to Ash dieback (ADB), <i>Hymenoscyphus fraxineus</i> (also known as <i>Chalara fraxinea</i>), which is the most significant tree disease to affect the UK since Dutch elm disease: -</p> <ul style="list-style-type: none"> • Industry guidance states that ADB will lead to the decline and death of the majority of ash trees in UK and has the potential to infect more than two billion ash trees (over 1.8 billion saplings and seedlings to more than 150 million mature trees) across the UK; • Ash is widespread across Wales, including alongside trunk and county roads; • NMWTRA are aware of the potential corporate / operational risks arising from the rapid spread of ADB; • Inevitable increases in hazardous and dying ash trees will necessitate widespread removal for safety reasons under Section 154 of the Highways Act 1980.
2.2.2	The <i>Client</i> can call off works relating to other hazardous trees under this Framework.

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3	Details of the framework																																	
3.1	Framework Contract documents																																	
3.1.1	<p>The Framework Contract documents are: -</p> <ul style="list-style-type: none">• VOLUME 1 Framework Conditions and Contract;• VOLUME 2 Framework Information;• VOLUME 3 Framework Prices;• VOLUME 4 Framework Supplementary Information;• VOLUME 5 Supplier’s documents (documents submitted by the <i>Supplier</i>).																																	
3.2	Lot structure and details																																	
3.2.1	<p>This Framework Contract has two primary Lots defined by scale and scope of an individual ‘call off’ Work Order commissioned under the Framework Agreement: -</p> <p>a) Lots are according to scale of works, Major or Minor Works;</p> <p>b) Sub-lots are regional within the County boundaries of North and Mid Wales.</p>																																	
3.2.2	<p>The Lot structure for this Framework is: -</p> <table><tr><th>Lot No</th><th>Region</th><th>Major / Minor Works</th><th>Procurement route</th><th>Authorities</th></tr><tr><td>1a</td><td>North West Wales</td><td rowspan="3">Major Works</td><td rowspan="3">Primarily mini-competition in all Lots as defined in the selection procedure (Direct award may be considered on individual projects)</td><td>Gwynedd, Anglesey and Conwy</td></tr><tr><td>1b</td><td>North East Wales</td><td>Denbighshire, Flintshire and Wrexham</td></tr><tr><td>1c</td><td>Mid Wales</td><td>Powys and Ceredigion</td></tr><tr><td>2a</td><td>North West Wales</td><td rowspan="5">Minor Works</td><td rowspan="5">Primarily, Direct Award in all Lots as defined in the selection procedure (mini-competition may be considered on individual projects)</td><td>Gwynedd and Anglesey</td></tr><tr><td>2b</td><td>North Central Wales</td><td>Conwy and Denbighshire</td></tr><tr><td>2c</td><td>North East Wales</td><td>Flintshire and Wrexham</td></tr><tr><td>2d</td><td>Mid-West Wales</td><td>Ceredigion</td></tr><tr><td>2e</td><td>Mid-East Wales</td><td>Powys</td></tr></table>	Lot No	Region	Major / Minor Works	Procurement route	Authorities	1a	North West Wales	Major Works	Primarily mini-competition in all Lots as defined in the selection procedure (Direct award may be considered on individual projects)	Gwynedd, Anglesey and Conwy	1b	North East Wales	Denbighshire, Flintshire and Wrexham	1c	Mid Wales	Powys and Ceredigion	2a	North West Wales	Minor Works	Primarily, Direct Award in all Lots as defined in the selection procedure (mini-competition may be considered on individual projects)	Gwynedd and Anglesey	2b	North Central Wales	Conwy and Denbighshire	2c	North East Wales	Flintshire and Wrexham	2d	Mid-West Wales	Ceredigion	2e	Mid-East Wales	Powys
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3.2.4	The <i>Client</i> requires flexibility on the procurement of ‘call offs’ therefore both direct award and mini-competition for all Work Orders commissioned under the Framework Contract will be considered as appropriate (refer to Section 6, Selection Procedure).
3.2.5	If the <i>Client</i> considers that the works are urgent, the <i>Client</i> will offer and directly award Work Orders to 1 st ranked Preferred Supplier, followed by 2 nd ranked (1 st reserve), and 3 rd ranked (2 nd reserve) until acceptance of the offer is attained (refer to Section 6, Selection Procedure).
3.2.6	The Contract Notice “Value of the Tender (UKP)” sum is indicative only. Future spend cannot be guaranteed as it is subject to National, Regional and Local Funding commitments. The distribution of expenditure across the different Lots and financial banding cannot be determined at this stage; this will be subject to future work programmes and funding availability.
3.3	Commencement
3.3.1	This Framework Agreement shall commence on the Framework Commencement Date. The <i>Client’s Representative</i> shall notify of the Framework Commencement Date, and the Framework Agreement shall continue, unless terminated earlier in accordance with its terms, until the Framework <i>end date</i> , as stated in the Framework Contract Data.
3.3.2	The term of the Framework Contract is 2 years, with potential of two 12-month extension periods at the discretion of the <i>Client</i> . The <i>end date</i> of the Framework period is 31 August 2022, extending up to 31 August 2023 or 31 August 2024 if the <i>Client</i> extends the Framework Period.
3.3.3	The <i>Client</i> intends to extend the Framework Period to utilise the 4-year term, unless the <i>Client</i> considers there are circumstances to end the Framework at the end of the second or third year of the Framework Period. For example, circumstances may be a lack of resilience in Framework Lots due to insolvency of contractors in Lots.

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4	Details of how the parties will work together (Framework Contract)
4.1	Framework Representatives
4.1.1	The <i>Client</i> will provide a <i>Client's Representative</i> to administer the Framework Contract. At the date of compiling these tender documents, the <i>Client's Representative</i> for this Framework Contract will be Mark Jones, Commercial and Contracts Manager, NMWTRA.
4.1.2	The <i>Supplier</i> will provide details of their Framework Manager, available to meet the <i>Client's Representative</i> at all reasonable times, and be empowered by the <i>Supplier</i> to act on their behalf for all purposes connected with this Framework Agreement as appropriate. The <i>Supplier's</i> Framework Manager shall have detailed knowledge of the programming and progress of all aspects of Work Orders commissioned under this Framework Agreement.
4.1.3	The <i>Client's Representative</i> may invite each <i>Supplier's</i> Framework Manager to attend an inception meeting as soon as practicable after notification of award of the Framework Contract.
4.1.4	The <i>Client's Representative</i> may invite each <i>Supplier's</i> Framework Manager to attend Framework progress review meetings at intervals considered appropriate; a requirement to arrange these meetings may depend on the quantity of commissions issued to each <i>Supplier</i> . The probable format for these meetings will be via Microsoft TEAMS.
4.1.5	Notwithstanding the requirements stated in para 4.1.4, the <i>Client's Representative</i> will offer an invite to each <i>Supplier's</i> Framework Manager to attend a Framework annual review meeting, about the date of each annual anniversary of the Framework Commencement Date.
4.1.6	The <i>Client</i> will not reimburse costs incurred by the <i>Supplier</i> for attending the meetings stated in paras 4.1.3, 4.1.4 and 4.1.5. The <i>Client</i> will consider and may reimburse the <i>Supplier</i> of reasonable costs of attending any further meetings.

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4.2	The Parties' Obligations
4.2.1	The <i>Supplier</i> shall note the conditions as defined in Volume 1 – Framework Conditions and Contract .
4.2.2	The <i>Client</i> for each Work Order will be responsible for appointing the CDM duty holders in accordance with the requirements of the Construction (Design and Management) Regulations (CDM) 2015 .
4.2.3	The <i>Client</i> shall procure a <i>Supplier</i> for each Lot using the <i>selection procedure</i> and <i>quotation procedure</i> as defined in Sections 6 and 7 of this Volume 2 – Framework Information . The <i>Supplier</i> should abide by the <i>selection procedure</i> and <i>quotation procedure</i> for each Work Order.
4.2.4	The <i>Client's Representative</i> will provide a Work Order Register template document to each <i>Supplier</i> . The <i>Supplier's</i> Framework Manager shall keep a register of all Work Orders commissioned under the Framework Agreement. The <i>Supplier's</i> Framework Manager will be responsible for maintaining this Register up to date, and providing an updated copy of the Register on request by the <i>Client's Representative</i> and / or at each Framework review meeting as paras 4.1.4 and 4.1.5.
4.2.5	The <i>Client's Representative</i> cannot guarantee the number and value of Work Orders during the Framework Period, or give an indication as to the total value.
4.2.6	The <i>Client</i> will monitor the performance of the Service provided by the <i>Supplier</i> during the Framework Period, para 4.4 refers. The <i>Supplier's</i> progression onto successive years during the Framework Period will only follow a successful outcome of an annual review, and the satisfactory performance by the <i>Supplier</i> of its obligations under the Framework Agreement and any Work Order(s) called off thereunder during the relevant twelve (12) month period.
4.2.7	The <i>Client</i> is responsible to be the environmental advocate for the tree and for adhering to all appropriate legislation during the execution of works called off under this Framework. The <i>Client</i> shall plan the work allowing sufficient time for the completion of all the suitable preparatory ecological survey works prior to the planned commencement of the work on site.

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4.3	Communication systems
4.3.1	NEC4 Framework Contract; all communications in relation to this Framework Contract will be between the <i>Client's Representative</i> and the <i>Supplier's Framework Manager</i> . Mode of communication will generally be via email.
4.3.2	NEC4 ECC and ECSC Work Orders; the <i>Client</i> shall state the method of communications for a Work Order in the Scope for each Work Order.
4.3.3	The <i>Client</i> should consider utilising an e-procurement portal for all mini-competition tenders called off under Lot 1, Major Works of this Framework. The e-Tender Wales website has full instructions on how to acquire access: - (www.Etenderwales.bravosolution.co.uk)
4.3.4	The <i>Supplier</i> should refer to Section 4 of Volume 4 – Framework Supplementary Information for further guidance on procuring a <i>Contractor</i> via the e-Tender Wales portal.
4.4	Supplier performance, notification and review
4.4.1	The <i>Client</i> shall monitor the <i>Supplier's</i> performance for each Work Order issued under this Framework Agreement. The <i>Client</i> shall notify the <i>Client's Representative</i> of problems, disputes or concerns, positive or negative, relating to the <i>Supplier's</i> performance. The <i>Client's Representative</i> shall review problems, disputes or concerns received from the <i>Client</i> and liaise with the <i>Supplier's Framework Manager</i> as appropriate.
4.4.2	The <i>Client</i> shall complete a relevant performance scoresheet/form, scoring the <i>Supplier's</i> performance on completion of the Works for each Work Order commissioned under this Framework. The <i>Client</i> shall also provide the <i>Supplier</i> an opportunity to score their own satisfaction with the <i>Client's</i> performance on each Work Order. The <i>Client</i> shall submit completed copies to the <i>Client's Representative</i> using the email address contracts@nmwtra.org.uk , for records and to assist with paras 4.1. The <i>Client's Representative</i> has supplied suggested template scoresheets at para 3.2 of Volume 4 – Framework Supplementary Information .
4.4.3	The <i>Supplier's Framework Manager</i> shall notify the <i>Client's Representative</i> of problems, disputes or concerns, positive or negative, relating to the <i>Client's</i> performance on any Work Order issued under this Framework Contract.
4.4.4	The <i>Client's Representative</i> and <i>Supplier's Framework Manager</i> will review, record and assign corrective actions to resolve any performance related issues of both parties at each Framework Contract progress review meeting (paras 4.1.4 and 4.1.5 refers).
4.4.5	Further guidance and information relating to Performance Monitoring is contained in Section 3 of Volume 4 – Framework Supplementary Information .

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4.5	Community Benefits in Wales
4.5.1	<p>Policy and Background</p> <ul style="list-style-type: none"> i) The Welsh Government document titled “Community Benefits: Delivering Maximum Value for the Welsh Pound - 2014” is a policy document that takes a holistic view of public procurement as a driver of social, economic and environmental benefits in Wales. A copy of this document and associated Policy and Guidance documents can be uploaded from the link below: - https://gov.wales/procurement-community-benefits ii) This guide is intended for all those involved in delivering Community Benefits to provide support to work through the issues that need to be considered and identify actions that need to be taken to ensure appropriate Community Benefit objectives are identified and outcomes delivered; iii) The primary principle of this policy is to apply Community Benefits to all public sector procurements where such benefits can be achieved.
4.5.2	<p>Delivering Community Benefits through the Framework Contract</p> <ul style="list-style-type: none"> i) NMWTRA are committed to contributing to the social, economic and environmental well-being of the wider community. Accordingly, while the requirement to do so will not be mandatory in the Framework Contract, NMWTRA would expect the successful <i>Supplier</i> to consider and agree Community Benefit opportunities and objectives to benefit the communities within North and Mid Wales through the term of the Framework Contract; ii) The <i>Client’s Representative</i> will include Community Benefits as an agenda item in the Framework review meetings with <i>Supplier’s</i> Framework Manager.
4.5.3	<p>Delivering Community Benefits – Work Orders</p> <ul style="list-style-type: none"> i) The <i>Client</i> may consider and implement a ‘Core’ or ‘Non-core’ approach for Community Benefit opportunities and objectives in a Work Order, dependant on scope and value of a Work Order commissioned under this Framework Contract; ii) The <i>Client</i> should consider a ‘Core’ approach for each Work Order in excess of £1m, ‘where such benefits can be realised’. iii) The requirements for Community Benefits will be defined in the Contract Data of each Work Order commissioned under this Framework Agreement; iv) The <i>Client</i> may request the <i>Supplier</i> to complete the Community Benefits Measurement Tool (CBMT) on each anniversary of the start of the Framework Agreement. The latest version of the CBMT can be downloaded from the following link http://prp.gov.wales/toolkit/?skip=1&lang=en.

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5	Framework Scope
5.1	General requirements (Major and Minor Works)
5.1.1	<p>The Definitions of words and expressions used in this section are defined as: -</p> <ul style="list-style-type: none"> • ‘use of work equipment’ includes starting, stopping, programming, setting, transporting, repairing, modifying, maintaining, servicing and cleaning as well as use of the work equipment as required for the proper completion of the scope in each Work Order; • ‘work equipment’ includes everything used in the performance of the work, including hand tools, machinery, pruning tools and plant of all kinds, including all the consumable stores, fluids, materials, safety equipment and transport required for the use of the work equipment for the proper completion of the works; • ‘work team’ includes those people engaged by the <i>Contractor</i> to deliver the works or service for the <i>Client</i>; • ‘works’ includes the tasks required by the <i>Client</i> to be performed in accordance with the requirements of the scope of a Work Order called off under this Framework.
5.1.2	<p>The Framework Scope in this section defines the extent of the work that is likely to be in the <i>framework scope</i> of a Work Order called off under this Framework Contract. The <i>Supplier</i> shall satisfy themselves that they have sufficient resources and capacity to carry out works as defined in this section. It is important to note that the Framework Scope generally defines the <i>framework scope</i> only, and the <i>Client</i> cannot guarantee works as defined on those tree works and categories listed at any time.</p>
5.1.3	<p>The <i>Contractor</i> is expected to manage, supply and use equipment, and undertake works and services to fell mature and/or hazardous trees as defined in the <i>framework scope</i> in this Section, typically includes but is not exhaustive to:-</p> <ul style="list-style-type: none"> • Undertaking site specific risk assessments by qualified personnel; • Management and undertaking of felling of mature and/or hazardous trees; • Sectional dismantling, pruning and emergency works relating to felling of mature and/or hazardous trees; • Working adjacent to the Trunk Road highway network.
5.1.4	<p>The <i>Contractor</i> shall be required at his own expense to supply all the plant, equipment and staff that may be required for the proper completion of the scope of a Work Order called off under this Framework Contract.</p>
5.1.5	<p>Identification of Trees and of the Work to be Undertaken</p> <ul style="list-style-type: none"> • The <i>Client</i> shall identify the trees to be worked on as defined in a Work Order by a clear and unambiguous system, for example labelling, numbering, reference from some fixed point, use of GPS co-ordinates, reference to species or clear representation on a Contract Drawing at a minimum scale of 1:1250 or the use of photographs; • The <i>Contractor</i> should contact the <i>Client</i> if they have any doubt as to the identity of the tree, or of the work to be undertaken, to reconcile those doubts prior to starting any work.

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5.1.6	The <i>Contractor</i> shall provide Technical and professional, arborists and operatives ('People') to satisfy the requirements of the People Designation schedule. The People (personnel) designations schedule ("People schedule") specifying personnel responsibilities, qualifications and experience criteria is in Annex A - People Designations .
5.2	Contractor requirements and competencies, Major and Minor Works
5.2.1	Lot 1, Major Works
5.2.1 A	<p>Lot 1, Major works consist of 3 regional Lots, namely: -</p> <ul style="list-style-type: none"> • Lot 1a, North West Wales (Gwynedd, Anglesey and Conwy) • Lot 1b, North East Wales (Denbighshire, Flintshire and Wrexham) • Lot 1c, Mid Wales (Ceredigion and Powys).
5.2.1 B	<p>Competence of the <i>Supplier</i> – National Highway Sector Scheme (NHSS) Accreditation</p> <p>The <i>Contractor</i> is expected to be registered to the National Highway Sector Scheme 18 FOR THE NATURAL ENVIRONMENT AND LANDSCAPE INCLUDING ECOLOGY FOR INFRASTRUCTURE.</p>
5.2.1 C	The <i>Client</i> will appoint the <i>Contractor</i> to perform the role of the Principal Contractor in accordance with the Construction (Design and Management) Regulations 2015 for all Work Orders commissioned under this Lot of the Framework Agreement. The <i>Contractor</i> will be experienced in undertaking the role of the Principal Contractor in accordance with the Construction (Design and Management) Regulations 2015 .
5.2.1 D	<p>The <i>Contractor</i> shall satisfy themselves that they have sufficient resources and capacity to carry out the typical scope of Work Orders commissioned under this Lot of the Framework Agreement as defined in this para, including but not exhaustive to: -</p> <ul style="list-style-type: none"> • Perform the role of Principal Contractor in accordance with the Construction (Design and Management) Regulations 2015; • Management and programming of major tree felling works (typically greater than £50,000 in sum) and sub-contractors including traffic management suppliers; • Provide ecological and technical advice and guidance; • Undertaking site specific risk assessments by qualified personnel; • Working adjacent to a Trunk Road network including dual carriageways; • Management and undertaking of felling of hazardous trees by all techniques including by Mobile Elevated Work Platform (MEWP); • Sectional dismantling, pruning and emergency works relating to felling of hazardous trees.
5.2.2	Lot 2, Minor Works
5.2.2 A	<p>Lot 2, Minor works consist of 5 regional Lots, namely: -</p> <ul style="list-style-type: none"> • Lot 2a, North West Wales (Gwynedd and Anglesey) • Lot 2b, North Central Wales (Conwy and Denbighshire) • Lot 2c, North East Wales (Flintshire and Wrexham) • Lot 2d, Mid-West Wales (Ceredigion) • Lot 2e, Mid-East Wales (Powys)

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5.2.2 B	The <i>Client</i> will generally undertake the role of the Principal Contractor in accordance with the Construction (Design and Management) Regulations 2015 for all Work Orders commissioned under this Lot of the Framework Agreement.
5.2.2 C	<p>The <i>Contractor</i> shall satisfy themselves that they have sufficient resources and capacity to carry out the typical scope of Work Orders commissioned under this Lot of the Framework Agreement as defined in this para, including but not exhaustive to: -</p> <ul style="list-style-type: none"> • Undertaking site specific risk assessments by qualified personnel; • Working adjacent to a Trunk Road network including dual carriageways; • Management and undertaking of felling of hazardous trees by all techniques including by Mobile Elevated Work Platform (MEWP); • Sectional dismantling and emergency works relating to felling of hazardous trees.
5.2.2 D	The <i>Contractor</i> shall provide arborists and operatives to carry out the typical scope of Work Order to satisfy the requirements of the People Designation schedule in Annex A – People Designations . The <i>Contractor</i> shall provide a minimum of one ‘works team’ consisting of a minimum of three arborists and/or operatives suitably qualified in accordance with the requirements of the People Designation schedule.
5.3	Statutory Requirements
5.3.1	The <i>Client</i> is responsible to ensure that the proposed works do not contravene the wildlife legislation such as but not limited to the Wildlife and Countryside Act 1981, Countryside and Rights of Way Act 2000 and The Conservation (Natural Habitats &c.) Regulations 1994 , including any statutory amendment or modification thereof.
5.3.2	The <i>Contractor</i> shall comply with and give all notices required by any statutory requirements whether those statutory requirements affect the execution of the works or otherwise. If the <i>Contractor</i> finds any divergence between any statutory requirements and any instruction of the <i>Client</i> , the <i>Supplier</i> shall give the <i>Client</i> a notice specifying the divergence. The <i>Contractor</i> shall not be liable to the <i>Client</i> if the works do not comply with any statutory requirements where and to the extent that such non-compliance of the works results from the <i>Contractor</i> having carried out work in accordance with any instruction of the <i>Client</i> .
5.4	Construction (Design and Management) Regulations 2015
5.4.1	The <i>Client</i> will appoint the <i>Contractor</i> to undertake the Principal Contractor role in accordance with the Construction (Design and Management) Regulations 2015 for all Work Orders commissioned under this Framework Agreement.
5.4.2	<p>The <i>Client</i> shall in accordance with the Construction (Design and Management) Regulations 2015 for all Work Orders commissioned under this Framework Agreement: -</p> <ol style="list-style-type: none"> a) Lot 1, Major works; appoint the <i>Contractor</i> to undertake the Principal Contractor role; b) Lot 2, Minor Works; the <i>Client</i> shall undertake the role of the Principal Contractor.

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5.5	Health, Safety and Welfare
5.5.1	The <i>Contractor</i> shall comply with all statutory legislation concerning health, safety and welfare.
5.5.2	The <i>Contractor</i> is to ensure that all safety and welfare measures required under or by virtue of the provisions of any enactment or regulations or the working rules of the <i>Client</i> are strictly complied with, particularly the Health and Safety at Work Act 1974 .
5.5.3	<p>The <i>Contractor</i> will be required to comply with all current and relevant Health, Safety and Environmental legislation. In particular, the application of Health and Safety shall follow but not be limited to the following principal regulations: -</p> <ul style="list-style-type: none"> • Management of Health and Safety at Work Regulations (MHSWR); • Control of Substances Hazardous to Health Regulations 1988; • The Electricity at Work Regulations (EAW); • The Provision and Use of Work Equipment Regulations (PUWER); • Lifting Operations And Lifting Equipment Regulations 1998; • The Construction (Design and Management) Regulations 2015 (CDM).
5.6	Standards
5.6.1	<p>In providing the Works defined within the <i>framework scope</i>, where appropriate, the <i>Supplier</i> shall comply with: -</p> <ul style="list-style-type: none"> • Current Welsh Government requirements; • British and relevant European Standards; • Approved Codes of Practice; • Manual of Contract Documents for Highway Works (MCHW); • Relevant Partner Authority Standards where applicable; • Interim Advice Notes (IAN) as adopted by Welsh Government; • Electrical Supply Regulations, 1988; • The Traffic Signs Regulations and General Directions, 1994; • Gas Safety Regulations; • Office Circulars and shall follow good professional conduct and good practice.
5.6.2	The list above is not exhaustive and the <i>Supplier</i> is expected to be familiar with legislation, standards and other relevant documents to provide the scope of works as defined in this Section.
5.7	Workmanship
5.7.1	For all Work Orders, the <i>Contractor</i> shall ensure that the workmanship shall be of the highest standard (as defined by the appropriate standard, institute or trade body), and work shall be carried out by personnel properly trained and qualified in the appropriate trade. The <i>Contractor</i> shall ensure that untrained persons shall work only under the supervision of, or in conjunction with, appropriately trained persons.

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5.7.2	Where sub-suppliers or other specialist are employed to assist the <i>Contractor</i> in undertaking some of the services, the <i>Contractor</i> is responsible for ensuring that such work is carried out satisfactorily and in accordance with all legal, Health & Safety and contractual obligations and requirements.
5.7.3	The <i>Contractor</i> shall manage and undertake works to trees in accordance with BS 3998:2010 Tree Work Recommendations .
5.8	Defective Works
5.8.1	If it is the reasonable opinion of the <i>Client</i> that the <i>Contractor</i> has failed to perform the works necessary to meet the requirements of a Work Order the <i>Client</i> shall give a written notice to the <i>Contractor</i> to comply with the requirements of the notice within a stated time at the <i>Contractor's</i> own expense. Written notice will likely to be via email.
5.8.2	The <i>Client</i> may consider that defective work may fall into one of three categories: - <ul style="list-style-type: none"> 1 defective work requiring immediate corrective attention, or 2 defective work requiring urgent corrective attention, generally the following working day, or 3 defective work requiring corrective attention, generally during the course of the next programmed maintenance visit or at some other mutually agreed time within a reasonable period as stipulated by the <i>Client</i>.
5.8.3	If it is the reasonable opinion of the <i>Client</i> that the defective works require immediate corrective action because the defective works constitute a potential hazard or risk to the public the <i>Client</i> retains at the <i>Client's</i> option the right to: - <ul style="list-style-type: none"> 1 instruct the <i>Contractor</i> to return to site immediately to correct the defective works at the <i>Contractor's</i> own expense, or 2 instruct an agency to go to the site to take whatever steps may be reasonably required to correct the defective works or to make the site safe if the <i>Contractor</i> is unable or unwilling to make the defect safe. The <i>Client</i> will be entitled to deduct full costs of such action from any monies due to the <i>Contractor</i>.
5.8.4	If it is the reasonable opinion of the <i>Client</i> that the defective works require urgent corrective action, for example because the defective works do not meet the <i>Client's</i> specifications and are potentially injurious to the tree, the <i>Client</i> retains at the <i>Client's</i> option the right to: - <ul style="list-style-type: none"> 1. instruct the <i>Contractor</i> to return to site the following working day or at some other mutually agreed time within a reasonable period to correct the defective works at the <i>Contractor's</i> own expense, or 2. instruct an agency to go to the site to take whatever steps may be reasonably required to correct the defective works if the <i>Contractor</i> is unable or unwilling to correct the defect. The <i>Client</i> will be entitled to deduct full costs of such action from any monies due to the <i>Contractor</i>.

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5.8.5	<p>If it is the reasonable opinion of the <i>Client</i> that the defective works require corrective action, for example because the defective works do not meet the <i>Client's</i> specifications, the <i>Client</i> retains at the <i>Client's</i> option the right to: -</p> <ol style="list-style-type: none"> 1. instruct the <i>Contractor</i> to return to site, generally during the course of the next programmed maintenance visit or at some other mutually agreed time within a reasonable period as stipulated by the <i>Client</i> to correct the defective works at the <i>Contractor's</i> own expense, or 2. instruct an agency to go to the site to take whatever steps may be reasonably required to correct the defective works if the <i>Contractor</i> is unable or unwilling to correct the defect. The <i>Client</i> will be entitled to deduct full costs of such action from any monies due to the <i>Contractor</i>.
5.8.6	<p>If the <i>Contractor</i> fails forthwith to complete the works or to rectify such defects as the <i>Client</i> has notified within the time stated, the <i>Client</i> may make alternative arrangements to carry out the requirements of the notice using any agency. In such cases, the <i>Client</i> will be entitled to deduct the cost of alternative arrangements ordered under section 5.7 Defective Works from any monies due to the <i>Contractor</i>, any balance shall be a debt recoverable from the <i>Contractor</i>.</p>
5.9	People
5.9.1	<p>The People designations schedule ("People Designations") specifying People responsibilities, qualifications and experience criteria is in Annex A - People Designations. The requirements for People Designations differs for each primary Lot for Major and Minor Works. The People Designations has been split into 2 groups of core People responsibilities, namely: -</p> <ul style="list-style-type: none"> • Professional and Technical; • Arborists and Operatives.
5.9.2	<p>The <i>Client</i> has assumed the following principles on developing the People Designations: -</p> <ul style="list-style-type: none"> • Professional and Technical; core project team to deliver the typical requirements of the scope of Work Orders; • Arborists and Operatives; labour support to the Professional and Technical team.
5.9.3	<p>The <i>Supplier</i> shall ensure that the People should satisfy the minimum criteria of the People Designations in Annex A - People Designations.</p>
5.9.4	<p>The <i>Supplier</i> may be required to provide the services of the People identified in the People Designations schedule to complete the scope of a Work Order in each Lot called off during the Framework Period.</p>
5.9.5	<p>The <i>Supplier</i> is to notify the <i>Client's Representative</i> of changes to People during the Framework Period. The <i>Supplier</i> shall ensure that changes to People should satisfy the minimum criteria of the People Designations schedule in Annex A - People Designations.</p>
5.9.6	<p>The <i>Client</i> will bound into the contract in Volume 5 – Supplier's Information the Technical information contained in each supplier's tender submission, which will form part of the <i>Supplier's</i> obligations under the Framework Contract.</p>

5.9.7 Professional and Technical

The following is a list of Professional and Technical People, skills of which may be required for the delivery of the *framework scope* under this Framework Agreement. This list is not exhaustive, and other professional and technical services may be required: -

Staff Designation	Lot 1, Major Works	Lot 2, Minor Works
Framework Manager	Required	Required
Finance / Commercial Manager	Required	Not required
Environmental Manager / Coordinator	Required	Required
Contract Manager	Required	Not required
Ecologist	Required	Not required
Project Manager	Required	Required
QSE Manager	Required	Not required
Operative level 1	Required	Required (1 min)
Operative level 2	Required	Required (1 min)
Operative level 3	Required	Required (1min)

5.9.8 Arborists and Operatives

The Arborists and Operatives shall be qualified in accordance with the City & Guilds (NPTC) or equivalent land based qualifications as defined in the People Designation schedule in **Annex A - People Designations**.

5.9.9 The *Contractor* shall provide all skilled and qualified operatives necessary for the expeditious completion of the scope of a Work Order. The *Contractor* shall ensure that no operative shall be engaged in works or any part of works thereof unless: -

- that operative has been adequately trained to do that work without supervision under the requirements of the **PROVISION AND USE OF WORK EQUIPMENT REGULATIONS 1998**, or
- unless that operative is working under the direct instruction and supervision of a competent person to give both instruction and supervision in the doing of that work.

5.9.0 Contractor's representative (Work Order)

The *Contractor* shall ensure that at all times when work is in hand on a Work Order there is in each of the *Contractor's* work teams engaged on a Work Order a competent person authorised by the *Contractor* to receive the *Client's* instructions on the *Contractor's* behalf: -

- The *Contractor* shall advise the *Client* of the name of the *Contractor's* representative for each team engaged on a Work Order;
- The *Contractor's* representative shall be responsible for the good behaviour of operatives whilst they are engaged on a Work Order;
- The *Contractor's* representative shall be responsible for ensuring that the operatives under his control carry out the works in accordance with the scope of a Work Order.

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6	Selection Procedure
6.1	General
6.1.1	The <i>Client</i> shall select a <i>Supplier</i> in accordance with the <i>selection procedure</i> , to undertake Scope as defined in a Work Order commissioned through all Lots of the Framework Contract.
6.1.2	The <i>selection procedure</i> in paras 6.2 and 6.3 below applies for a Work Order commissioned via all Lots of the Framework Contract.
6.1.3	The <i>Client</i> should refer to section 2 of Volume 4 - Framework Supplementary Information for conditions relating to the <i>Client's</i> selection procedure of a <i>Supplier</i> under the Framework.
6.2	Selection Procedure
6.2.1	The <i>Client</i> will procure a <i>Supplier</i> for a Work Order under this Framework Agreement in accordance with NMWTRA processes for the Procurement of a Supplier as defined in Volume 4 - Framework Supplementary Information .
6.2.2	The <i>Client</i> will utilise the e-TenderWales electronic portal for mini-competition tender purposes and to procure a <i>Supplier</i> for a Work Order commissioned under all Lots. The link to the e-TenderWales website is - www.Etenderwales.bravosolution.co.uk .
6.2.3	There are two primary <i>selection procedure</i> procurement routes, namely: - <ul style="list-style-type: none"> a) Mini-competition; where a <i>Client's</i> procurement strategy defines a mini-competition process is necessary; b) Direct Award; the <i>Client</i> will directly award a Work Order to the <i>Supplier</i> based on the first past the post principle, i.e. the highest placed <i>Supplier</i> determined by the overall Technical / Commercial evaluation during the tender assessment period. Awards will be subject to capacity and previous performance (<i>Client's</i> Performance Indicator measurements) with a reserve Supplier list generated. (The first reserve Supplier will be the second highest placed Supplier, and the second reserve Supplier will be the third highest placed Supplier).
6.2.4	The <i>Supplier</i> should refer to the conditions in para 4.4 of this document. The <i>Client's Representative</i> will review each <i>Supplier's</i> performance during the term of the Framework Contract. The <i>Client</i> is entitled to offer a Work Order to another <i>Supplier</i> , if the <i>Client</i> considers a <i>Supplier's</i> performance is unsatisfactory and below the requirements and standards defined in Section 5 Framework Scope of this document.

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6.3	Selection of <i>Supplier</i>; Mini-competition
6.3.1	The <i>selection procedure</i> for Mini-competition applies to all Lots, however primarily for Lot 1, Major Works only.
6.3.2	The <i>Client</i> shall procure a <i>Contractor</i> for all Work Orders by electronic means via the e-Tender Wales portal (https://etenderwales.bravosolution.co.uk/web/login.shtml). The <i>Client</i> should refer section 4, Volume 4 - Framework Supplementary Information for further information.
6.3.3	The <i>Supplier</i> on the respective Lot will be entitled to submit a tender for a Work Order in accordance with the <i>quotation procedure</i> .
6.3.4	The <i>Client</i> will define the selection procedure in the Scope of a Work Order procured through a mini-competition tender process.
6.3.5	The <i>Client</i> should simplify the tendering process for a Work Order to avoid a lengthy tendering process, therefore minimising any unproductive tendering time expended by the <i>Supplier</i> , and lengthy tender evaluation process undertaken by the <i>Client</i> .
6.3.6	Generally, the <i>Client</i> will execute a simplified Quality and Price tender process to determine the most advantageous tender for a Work Order. The <i>Client</i> will consider the Quality / Price percentage weighting for a Work Order issued under each Lot as appropriate. The <i>Client</i> will define the weighting for a Work Order in the <i>selection procedure</i> .
6.3.7	The <i>Client</i> will determine the successful <i>Supplier</i> for a Work Order by the tender evaluation requirements as defined in the Instructions to Tenderers (ITT) for a Work Order.
6.4	Selection of <i>Supplier</i>; Direct Award
6.4.1	The <i>selection procedure</i> for Direct Award applies to all Lots, however primarily for Lot 2, Minor Works only.
6.4.2	The Selection of <i>Supplier</i> will be the <i>Supplier</i> who has ranked first in each Lot in the tender assessment evaluation. The second ranked supplier named 1 st reserve; the third ranked supplier named 2 nd reserve (if applicable).
6.4.3	The <i>Client</i> and selected supplier will review the <i>Supplier's</i> capability of fulfilling the Scope requirements for a Work Order. The <i>Client</i> will offer a Work Order to the selected supplier and the <i>Supplier</i> will accept the commission on condition that they can commit to deliver the scope as defined in the Work Order.
6.4.4	On occasion when the selected supplier cannot fulfil the scope requirements as defined in a Work Order (this may be due to programme and / or specialist or other resource constraints, etc.), the <i>Client</i> will offer a Work Order to the 1 st reserve supplier, and if the 1 st reserve supplier declines, the 2 nd reserve supplier. The reserve <i>Supplier</i> will accept the commission on condition that they can deliver the scope as defined in a Work Order.

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7	Quotation Procedure
7.1	General requirements
7.1.1	The <i>quotation procedure</i> defines how the <i>Supplier</i> prepares its quotation and how the <i>Client</i> assesses the quotation received from the <i>Contractor</i> for a proposed Work Order. [NEC4 Framework Contract, clause 23 Quotation refers]
7.1.2	The <i>Client</i> will provide the additional Contract Data (ECSC), Scope, Site Information and pricing document as applicable for each Work Order. [NEC4 Framework Contract (June 2017), clause 23 Quotation]
7.1.3	The Prices in the Framework Price List in Volume 3 – Framework Prices are the fixed rates in a <i>Supplier's</i> quotation of the scope in a Work Order issued pursuant to this Framework Contract, unless otherwise stated in the <i>quotation procedure</i> of a Work Order.
7.2	Mini-competition
7.2.1	The <i>Client</i> will define the <i>quotation procedure</i> for a Work Order issued under each Lot of the Framework Contract.
7.2.2	The <i>Supplier</i> will submit its quotation in accordance with the <i>quotation procedure</i> .
7.2.3	The <i>Client</i> will define the <i>quotation procedure</i> for each Work Order via Bravo Solutions E-Tender Wales portal system. The <i>Client</i> is likely to define the <i>quotation procedure</i> in the <i>selection procedure</i> as Section 6.
7.2.4	The pricing document may be an Activity Schedule (Option A), People schedule (Option E) depending on the NEC Contract Option for a Work Package. The <i>Client</i> will specify the pricing document in the <i>selection procedure</i> and / or <i>quotation procedure</i> .
7.3	Direct Award
7.3.1	The <i>Client</i> will define the <i>quotation procedure</i> for each Work Order commissioned directly to the selected supplier (or 1st or 2nd reserve supplier if applicable) for a Work Order.
7.3.2	The pricing document may be an Activity Schedule (Option A) or People schedule (Option E) depending on the NEC Contract Option for a Work Order. The <i>Client</i> will specify the pricing document in a Work Order.
7.3.3	The Supplier shall use the Prices in the Framework Price List in Volume 3 – Framework Prices as the fixed rates in a <i>Supplier's</i> quotation of the scope in a Work Order issued pursuant to this Framework Contract, unless otherwise stated in the <i>quotation procedure</i> of a Work Order.
7.3.4	The <i>Supplier</i> will submit its quotation and the <i>Client</i> will review, comment and / or accept the quotation in accordance with the <i>quotation procedure</i> .

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8.	Work Order Contract
8.1	<p>The <i>Client</i> shall issue to the <i>Supplier</i> a Work Order acting as the specific contract for any Scope issued under a Work Order, and shall not enter into force, or be legally binding or have any other effect unless:</p> <ul style="list-style-type: none"> i) a Work Order contains all the information required by the Form of Agreement and Contract Data form; ii) a Work Order has been approved and signed by the authorised representatives of both Parties to it; and iii) as at the date a Work Order is signed, this Framework Agreement has not been terminated.
8.2	<p>For a Work Order issued under this Framework Contract: -</p> <ul style="list-style-type: none"> i) shall be entered into by the <i>Client</i> and the <i>Contractor</i>; ii) forms a separate contract between its signatories; and iii) shall incorporate the conditions of contract as modified by the completed Contract Data form.
8.3	<p>The <i>Supplier</i> shall undertake the works as defined in the Scope under a Work Order in accordance with the terms and conditions of that Work Order, and at the Prices in the Framework Price List to which the Work Order relates.</p>

Annex A - People Designations Schedule

Table 1 – Lot 1, Major Works

NMWTRA Tree Works Framework 2020 Major Works, LOTS 1A, 1B & 1C People Designation Schedule			
Structure level	People Designation	Experience and Qualifications	Level of Responsibility
Professional	Framework Manager	Significant experience in the management of similar scope of works as defined in Volume 2 - Framework Information. Professional membership or equivalent experience. Degree or equivalent for minimum 10 years.	Coordinates all project efforts in order to ensure effective execution, prepares strategic plans. Serves as primary client liaison. Oversees designated Project Managers for Work Packages.
	Finance / Commercial Manager	Significant experience in of similar scope of works as defined in Volume 2 - Framework Information over the last 10 years. Professional membership or equivalent experience. Degree or equivalent for minimum 10 years.	Oversees and coordinates financial operations, ensures financial operations functions efficiently, and provides direction to Project Managers / Engineers responsible for financial activities.
	Contract Manager	Typically worked on of similar scope of works as defined in Volume 2 - Framework Information over the last three years. Contract Manager shall be qualified to a minimum of HNC/HND level in a suitable engineering discipline with a minimum of 10 years' experience working on similar projects.	Has overall responsibility for running the Contract and is expected to be fully conversant with all aspects of the Contract and all systems. Provides liaison at company management level and attends Contract meetings as necessary with the Project Manager or his representative for the Contract.
	Project Manager	Typically project managed similar scope of works as defined in Volume 2 - Framework Information over the last three years. Professional membership. Degree or equivalent, or minimum 5 years relevant experience.	Responsibility for managing all aspects of small to mid-sized projects; the coordination of all project efforts, administrative and technical, to assure the most efficient and cost-effective execution of assigned projects. Serves as the primary client liaison for each project to bring the project to completion and to the client's satisfaction. Actively manages project budgets and programmes; project communications and documentation; office administrative tasks; and project team assignments. Estimates fees, determines scope of works, and prepares proposals and contracts.
	QSE Manager	5+ years of experience of direct quality management including a senior role. Professional membership or equivalent experience. Degree or equivalent, or minimum 5 years equivalent experience.	<p>Shall be employed as required to demonstrate that QSE objectives and targets related to the Contract are met in full.</p> <p>Shall ensure and have overall responsibility for compliance with current legislation, quality, safety and environment (QSE) policies and QSE management system. Will take responsibility for:</p> <ul style="list-style-type: none"> • Compliance with quality, health, safety, environmental and sustainability regulations; • Implementing training in order to meet the requirements of the Contract; • Defining, implementing and monitoring QSE objectives and targets; • Providing safety statistics and reports, inductions to staff, briefings and training; • Undertaking Safety and Environmental audits, tours and inspections and monitoring non compliances - review corrective and preventative action; • Undertaking accident and incident investigation and submission of reports of findings; • Input KPI data for inclusion in the Employer's Contractor Performance Monitoring Regime; • Management of competency of staff and maintenance of project skills matrix.
	Environmental Manager/Coordinator	Professional membership desired. Degree or equivalent for minimum 5 years, or equivalent experience. Significant experience in related discipline of of similar scope of works as defined in Volume 2 - Framework Information over the last 10 years.	Responsible for overseeing and coordination of environmental activities, developing the environmental requirements and solutions for projects and maintaining all aspects of environmental engineering activities. Supervises environmental personnel.
	Ecologist	Typically managed of similar scope of works as defined in Volume 2 - Framework Information over the last three years. Professional membership or equivalent experience. Degree or equivalent for minimum 5 years, or equivalent experience.	Responsible for protecting the natural environment and minimising impact on individual species and ecosystem.
	Quantity Surveyor	Typically managed of similar scope of works as defined in Volume 2 - Framework Information over the last three years. Professional membership or equivalent experience. Degree or equivalent, and minimum 5 years relevant experience.	Undertakes and manages financial tasks of a project, and ensures financial operations functions efficiently, and provides direction to Project Managers responsible for financial activities.
Arborists and Operatives	People Designation	Skills and Experience	Qualifications (minimum requirement)
	Operative level 1	<ul style="list-style-type: none"> - Experienced in applying herbicides, pesticides and the safe application of pesticides using hand held equipment; - Know and understand legislative requirements and codes of practice relating to the use of pesticides installing pesticide/ecoplugs plugs; - Carry out maintenance of chainsaw and cutting tool systems; - Experience in felling small trees, removal of branches, cross cutting felled trees and take down of hung-up trees using hand held tools; - Experienced in using 'Powered Pole Pruner' to lop tree branches; - Experienced in appropriate techniques and safety guidelines required to use stump grinders and wood chippers. 	<ul style="list-style-type: none"> - NPTC 101 City & Guilds NPTC level 2 Award in the Principles of Safe Handling and application of Pesticides (QCF) (PA1); - NPTC 151 City & Guilds NPTC level 2 Award in the Principles of Safe Handling of Pesticides using Pedestrian Hand Held Equipment (QCF) (PAg); - NPTC 201 (002001 & 002009) City & Guilds s level 2 award in maintenance of chainsaw and cutting system; - 002002 City & Guilds level 2 Award in cross-cut timber using a chainsaw; - 002003 City & Guilds level 2 award in chainsaw maintenance and cross-cutting; - 002005 City & Guilds level 2 Award in Branch removal and crown breakdown using a chainsaw; - NPTC Unit 203 (002006 & 002010) Safe use of powered pole pruner; - NPTC Unit 205 (002004) (CS31) Felling Small NPTC Unit 205 (CS31) Felling Small Trees up to 380mm; - NPTC Unit 220 (002053 & 002054) - City & Guilds NPTC Level 2 Award in the Safe Use of Stump Grinders; - NPTC Unit 222 (002057 & 002058) City & Guilds NPTC Level 2 Award in the Safe Use of manually fed wood chipper.
	Operative level 2	<ul style="list-style-type: none"> - All of Operative level 1 skills and experience plus: - - Experience of accessing trees using a rope and harness; - Qualified to undertake aerial tree rescue operations; - Knowledge and understanding of safety guidelines, equipment, inspection and planning needed to access a tree and carry out a successful rescue; - Experience of accessing trees through climbing (both ladders and climbing equipment) and by MEWP to carry out aerial tree rescue operations; - Knowledge and practical experience of safety guidelines, equipment and inspection planning needed for aerial cutting of trees with a chainsaw using free-fall techniques; - Experienced operator of excavator's, backhoe loaders and vehicle based tree shears; - Ability to work safely adjacent to electrical apparatus up to and including 400kv. 	<ul style="list-style-type: none"> - All Operative level 1 qualifications plus: - - NPTC Unit 206 (002013 & 002017) (CS38) level 2 Award in Tree climbing and Rescue; - NPTC Unit 306 (002106) (CS38) level 3 Award in Tree climbing and Rescue; - NPTC 308 (002108) - City & Guilds NPTC Level 3 Aerial Cutting of Trees with a Chainsaw Using Free-fall Techniques; - CPCS Red Trained Operator Card
	Operative level 3	<ul style="list-style-type: none"> - All of Operative level 1 & 2 skills and experience plus: - - Experienced in directional felling of trees over 380mm diameter using a chainsaw, being able to determine felling technique appropriate to size, weight, condition and species taking into account guide bar size and weather conditions experience of carrying out the severing of windblown or individually uprooted trees using a chainsaw using both health and safety and industry best practice; - Experience in assisted felling of trees using non-return pull lines, hand winches or mechanical winches - as appropriate to tree size and weight, use of ancillary equipment compatible with assisted fell systems; - Overseeing clear communication between the chainsaw operator and the pull system operator, undertaking risk assessment, conforming to all current legislation and codes of practice; - Experienced in carrying out arboricultural pruning operations off ground in trees, carrying out reductions, crown-lifting, re-pollarding, thinning and crown cleaning; - Able to carry out a tree hazard evaluation and perform a 'working at height' assessment and meet the requirements of current legislation and current industry guidance; - Experience of aerial tree rigging, able to carry out rigging, lowering and dismantling operations safely, efficiently and effectively taking into account species, loads and weights, safe working loads and safety factors; - Experience of operating a chainsaw from a MEWP and deal with emergency situations affecting operators working from a MEWP in accordance with Health and Safety and Industry good practice; - Ability to carry out arboricultural pruning and safe method of felling within proximity zone of overhead power lines. 	<ul style="list-style-type: none"> - All Operative level 1 & 2 qualifications plus: - - NPTC Unit 301 (002101) - City & Guilds NPTC Level 3 Award in Felling and processing Trees over 380mm diameter; - NPTC Unit 302 (002102) - City & Guilds NPTC Level 3 Award in Severing uprooted or Windblown trees; - NPTC Unit NPTC unit 303 (002103) - City & Guilds NPTC Level 3 Award in Assisted Fell Operations; - City & Guilds NPTC (001105) level 3 award in Emergency tree preparations; - NPTC Unit 307 (002107) - City & Guilds NPTC Level 3 Aerial tree pruning; - NPTC 305 (002109) - City & Guilds NPTC Level 3 Aerial Tree Rigging/Dismantling Operations; - NPTC 311 (002115) - City & Guilds NPTC Level 3 Award in safe use of a chainsaw from Mobile Elevated Working platform (MEWP);
Apprentices	Year 1		In accordance with Construction Industry Joint Council (CIJC) Working Rule agreement Schedule 1
	Year 2		
	Year 3	without City & Guilds NPTC level 2 Award in more than one NPTC award	
	Year 3	with City & Guilds NPTC level 2 Award in more than one NPTC award	
	Year 3	with City & Guilds NPTC level 2 Award in more than one NPTC award	

Annex A - People Designations Schedule

Table 2 – Lot 2, Minor Works

NMWTRA Tree Works Framework 2020 Minor Works, LOTS 2A, 2B, 2C, 2D & 2E People Designation Schedule			
Structure level	People Designation	Experience and Qualifications	Level of Responsibility
Professional	Project Manager	Typically project managed similar scope of works as defined in Volume 2 - Framework Information over the last three years. Professional membership. Degree or equivalent, or minimum 5 years relevant experience.	Responsibility for managing all aspects of small to mid-sized projects; the coordination of all project efforts, administrative and technical, to assure the most efficient and cost-effective execution of assigned projects. Serves as the primary client liaison for each project to bring the project to completion and to the client's satisfaction. Actively manages project budgets and programmes; project communications and documentation; office administrative tasks; and project team assignments. Estimates fees, determines scope of works, and prepares proposals and contracts.
	Environmental Manager/Coordinator	Professional membership desired. Degree or equivalent for minimum 5 years, or equivalent experience. Significant experience in related discipline of similar scope of works as defined in Volume 2 - Framework Information over the last 10 years.	Responsible for overseeing and coordination of environmental activities, developing the environmental requirements and solutions for projects and maintaining all aspects of environmental engineering activities. Supervises environmental personnel.
Arborists and Operatives	People Designation	Skills and Experience	Qualifications (minimum requirement)
	Operative level 1	<ul style="list-style-type: none"> - Experienced in applying herbicides, pesticides and the safe application of pesticides using hand held equipment; - Know and understand legislative requirements and codes of practice relating to the use of pesticides installing pesticide/ecoplugs plugs; - Carry out maintenance of chainsaw and cutting tool systems; - Experience in felling small trees, removal of branches, cross cutting felled trees and take down of hung-up trees using hand held tools; - Experienced in using 'Powered Pole Pruner' to lop tree branches; - Experienced in appropriate techniques and safety guidelines required to use stump grinders and wood chippers. 	<ul style="list-style-type: none"> - NPTC 101 City & Guilds NPTC Level 2 Award in the Principles of Safe Handling and application of Pesticides (QCF) (PA1); - NPTC 151 City & Guilds NPTC Level 2 Award in the Principles of Safe Handling of Pesticides using Pedestrian Hand Held Equipment (QCF) (PAg); - NPTC 201 (002001 & 002009) City & Guilds s Level 2 award in maintenance of chainsaw and cutting system; - 002002 City & Guilds level 2 Award in cross-cut timber using a chainsaw; - 002003 City & Guilds level 2 award in chainsaw maintenance and cross-cutting; - 002005 City & Guilds level 2 Award in Branch removal and crown breakdown using a chainsaw; - NPTC Unit 203 (002006 & 002010) Safe use of powered pole pruner; - NPTC Unit 205 (002004) (CS31) Felling Small NPTC Unit 205 (CS31) Felling Small Trees up to 380mm; - NPTC Unit 220 (002053 & 002054)- City & Guilds NPTC Level 2 Award in the Safe Use of Stump Grinders; - NPTC Unit 222 -(002057 & 002058) City & Guilds NPTC Level 2 Award in the Safe Use of manually fed wood chipper.
	Operative level 2	All of Operative level 1 skills and experience plus:- <ul style="list-style-type: none"> - Experience of accessing trees using a rope and harness; - Qualified to undertake aerial tree rescue operations; - Knowledge and understanding of safety guidelines, equipment, inspection and planning needed to access a tree and carry out a successful rescue; - Experience of accessing trees through climbing (both ladders and climbing equipment) and by MEWP to carry out aerial tree rescue operations; - Knowledge and practical experience of safety guidelines, equipment and inspection planning needed for aerial cutting of trees with a chainsaw using free-fall techniques; - Experienced operator of excavator's, backhoe loaders and vehicle based tree shears; - Ability to work safely adjacent to electrical apparatus up to and including 400kv. 	All Operative level 1 qualifications plus:- <ul style="list-style-type: none"> - NPTC Unit 206 (002013& 002017)(CS38) level 2 Award in Tree climbing and Rescue; - NPTC Unit 306 (002106) (CS38) level 3 Award in Tree climbing and Rescue; - NPTC 308 (002108) - City & Guilds NPTC Level 3 Aerial Cutting of Trees with a Chainsaw Using Free-fall Techniques; - CPCS Red Trained Operator Card.
	Operative level 3	All of Operative level 1 & 2 skills and experience plus:- <ul style="list-style-type: none"> - Experienced in directional felling of trees over 380mm diameter using a chainsaw, being able to determine felling technique appropriate to size, weight, condition and species taking into account guide bar size and weather conditions experience of carrying out the severing of windblown or individually uprooted trees using a chainsaw using both health and safety and industry best practice; - Experience in assisted felling of trees using non-return pull lines, hand winches or mechanical winches – as appropriate to tree size and weight, use of ancillary equipment compatible with assisted fell systems; - Overseeing clear communication between the chainsaw operator and the pull system operator, undertaking risk assessment, conforming to all current legislation and codes of practice; - Experienced in carrying out arboricultural pruning operations off ground in trees, carrying out reductions, crown-lifting, re-pollarding, thinning and crown cleaning; - Able to carry out a tree hazard evaluation and perform a 'working at height' assessment and meet the requirements of current legislation and current industry guidance; - Experience of aerial tree rigging, able to carry out rigging, lowering and dismantling operations safely, efficiently and effectively taking into account species, loads and weights, safe working loads and safety factors; - Experience of operating a chainsaw from a MEWP and deal with emergency situations affecting operators working from a MEWP in accordance with Health and Safety and Industry good practice; - Ability to carry out a boricultural pruning and safe method of felling within proximity zone of overhead power lines. 	All Operative level 1 & 2 qualifications plus:- <ul style="list-style-type: none"> - NPTC Unit 301 (002101) - City & Guilds NPTC Level 3 Award in Felling and processing Trees over 380mm diameter; - NPTC Unit 302 (002102) - City & Guilds NPTC Level 3 Award in Severing uprooted or Windblown trees; - NPTC Unit NPTC unit 303 (002103)- City & Guilds NPTC Level 3 Award in Assisted Fell Operations; - City & Guilds NPTC (001105) level 3 award in Emergency tree preparations; - NPTC Unit 307 (002107)- City & Guilds NPTC Level 3 Aerial tree pruning; - NPTC 309 (002109)- City & Guilds NPTC Level 3 Aerial Tree Rigging/Dismantling Operations; - NPTC 311 (002115)- City & Guilds NPTC Level 3 Award in safe use of a chansaw from Mobile Elevated Working platform (MEWP).
Apprentices	Year 1		In accordance with Construction Industry Joint Council (CIJC) Working Rule agreement Schedule 1
	Year 2		
	Year 3	without City & Guilds NPTC level 2 Award in more than one NPTC award	
	Year 3	with City & Guilds NPTC level 2 Award in more than one NPTC award	
	Year 3	with City & Guilds NPTC level 2 Award in more than one NPTC award	