

FOL16/670: DRILL, CONSTRUCT, DEVELOP & TEST PUMP A

NEW BOREHOLE WITHIN THE REGENTS PARK TOGETHER WITH INSTALLATION

WORKS, CONTROLS

AND PIPE WORK

SCHEDULE 3 - SITE INFORMATION

**TABLE OF CONTENTS**

The Regents Park Policies

[1. Regent’s Park Vehicle Policy......................................................................................4](#_Toc470099543)

[2. Regent’s Park Site Conditions for Construction Works (Updated 2012)..................... 4](#_Toc470099544)

[3. Vehicles and Access..................................................................................................................5](#_Toc470099545)

[4. Safeguarding the Works .........................................................................................................6](#_Toc470099546)

[5. Maintain Public and Private Roads...................................................................................... 6](#_Toc470099547)

[6. Good Neighbourly Relations................................................................................................. 6](#_Toc470099548)

[7. Plant, Tools and Vehicles....................................................................................................... 6](#_Toc470099549)

[8. Permissible / working hours...................................................................................................6](#_Toc470099550)

[9. Protection................................................................................................................................... 7](#_Toc470099551)

[10. Police Regulations.................................................................................................................... 8](#_Toc470099552)

[11. Use or Disposal of Materials Found..................................................................................... 8](#_Toc470099553)

[12. Site Storage Facilities and Compound..................................................................................8](#_Toc470099554)

[13. Services/Utilities Available.................................................................................................. 10](#_Toc470099555)

[14. The Construction Phase Health and Safety Plan............................................................. 10](#_Toc470099556)

[15. Continuing Liaison for any Contractor’s design.............................................................. 11](#_Toc470099557)

[16. Continuing Liaison for any Unforeseen Eventualities................................................... 12](#_Toc470099558)

[17. Authorised Persons & Permits to Work............................................................................. 12](#_Toc470099559)

[18. Other Health & Safety Obligations.................................................................................... 12](#_Toc470099560)

[19. Communications.................................................................................................................... 13](#_Toc470099561)

[20. Site Conditions....................................................................................................................... 13](#_Toc470099562)

[21. Quality Expectations.............................................................................................................. 13](#_Toc470099563)

[22. Working in Public Spaces..................................................................................................... 13](#_Toc470099564)

[23. Tree Protection........................................................................................................................ 14](#_Toc470099565)

[24. Procurement of Timber and Wood Derived Products.................................................... 14](#_Toc470099566)

[25. Waste Management................................................................................................................ 15](#_Toc470099567)

[26. Environmental Requirements.............................................................................................. 15](#_Toc470099568)

[27. Traffic Management.............................................................................................................. 16](#_Toc470099569)

[28. Deliveries................................................................................................................................. 16](#_Toc470099570)

[29. Location and working around Existing Services............................................................. 16](#_Toc470099571)

[30. Hazardous Construction Materials..................................................................................... 17](#_Toc470099572)

[31. Branding, Signage& Publicity............................................................................................. 17](#_Toc470099573)

[32. Uniforms, Protective Clothing and Safety Shoes............................................................ 18](#_Toc470099574)

[33. Overlap with Employer’s Undertakings............................................................................ 18](#_Toc470099575)

[The Regent’s Park and Primrose Hill Vehicle Policy (June 2015 Update) 20](#_Toc470099576)

The reGENT’S PARK Policies

These Park rules, regulations and vehicle policies are applicable to all the *Contractor’s* operations including project purposes, particularly toilet refurbishments, and day-to-day operations.

1. Regent’s Park Vehicle Policy

Vehicles will use routes into the park as specified in the contract or as agreed by the *Employer*. All contractors to submit a transport management plan for approval.

Vehicles will not be permitted to use park footpaths unless specified by the *Employer*.

No vehicle over 7.5 tonnes gross weight to be driven on a footpath without the express permission of the *Employer*.

Vehicles with a wheel base which exceeds the width of the footpath will not be permitted to use the footpath.

Vehicles on footpaths must not exceed 5 mph.

Hazard lights (both indicators simultaneously) and or beacons are NOT to be used when driving on footpaths.

Vehicles must not drive over or park on the grassed areas.

Private vehicles and all trade vehicles must display permits at all times within the Park. A minimum of two days notice to the Park Office is required for the issue of permits.

When driving within the Park, the *Contractor* shall give way to pedestrians and animals at all times. When passing oncoming pedestrians on a narrow footpath, the *Contractor* shall stop to allow pedestrians to walk round.

1. Regent’s Park Site Conditions for Construction Works (Updated 2012)

Site staff shall wear company uniforms and have photo-ID badges with them at all times.

The Metropolitan Police Service Royal Parks Operational Command Unit (MPS) reserve the right to monitor the works for security reasons, and works will be suspended if there is a security breach or they pose a hazard to the public, or breach Health and Safety Regulations.

The *Contractor* is to comply with all instructions from the MPS and inform the *Employer* of these instructions.

The *Contractor* shall take the steps reasonably required by the *Employer* to prevent unauthorised persons being admitted to the area of work. If the *Employer* gives the *Contractor* notice that any person is not to be admitted, the *Contractor* shall take all reasonable steps to prevent that person being admitted.

Occasionally there is filming or other events in the Park. The *Contractor* would be given advance notice if these events were likely to disrupt work.

No works are to be executed in weather that will prevent the works maintaining the specified quality.

Burning on site is strictly prohibited.

The playing of radios, cassette recorders, etc., is strictly prohibited.

The right of advertisement upon the works is reserved to the *Employer* absolutely.

1. Vehicles and Access

Vehicles will use routes into the park as specified in the contract or as agreed by the *Employer*. Access to and egress from the Park is to be via Hanover and Gloucester Gates only. Transport routes within the Park to be agreed with the Park Management and adhered to at all times and by main and sub-contractors.

Vehicles will not be permitted to use park footpaths unless specified, by the *Employer*, as an agreed route to the work site.

No vehicle over 7.5 tonnes gross weight to be driven on a footpath without the express permission of the *Employer* so that a suitable route to the work site may be specified.

Vehicles with a wheel base which exceeds the width of the footpath will not be permitted to use the footpath.

Vehicles on footpaths must not exceed 5 mph.

Hazard lights (both indicators simultaneously) and or beacons are NOT to be used when driving on footpaths.

Vehicles must not drive over or park on the grassed areas.

Great care must be taken when entering or leaving the site so as to avoid disturbance.

Private vehicles and all trade vehicles must display permits at all times within the Park. A minimum of two days notice to the Park Office is required for the issue of permits.

The delivery of all materials must be logged.

When driving within the Park, the *Contractor* shall give way to pedestrians and animals at all times. When passing on a narrow footpath, the *Contractor* shall stop to allow pedestrians to walk round.

Lorries used for removal of material from site shall arrive EMPTY. Only lorries arriving to deliver materials will be allowed into the Park carrying materials.

Unloading from lorries shall be carried out immediately with no undue delay and the lorry shall then immediately leave the Park.

1. Safeguarding the Works

The *Contractor* is to keep all persons under control and within the boundaries of the site. They will be held responsible for the care of existing premises and of the works generally until their completion, including all work executed and goods and materials deposited on the site, together with all risks arising from the carelessness of operatives, damage or loss by theft or any other cause, and they are to make good at their own expense all such damage or loss.

The *Contractor* must provide a set of site and site accommodation keys to the *Employer* for security purposes.

1. Maintain Public and Private Roads

The *Contractor* shall be responsible for any damage they or their sub-contractors may cause to public or private carriageways, kerbs, pavements, walls and existing structures on the boundaries of the site and they will be required to make good at their own expense any damage that may occur.

The *Contractor* shall not obstruct the highway or pavement with materials, nor cause any obstruction by the parking of vehicles or site equipment.

1. Good Neighbourly Relations

The *Contractor* must endeavour to maintain good neighbourly relations to assist the *Employer*’s relationship with the same.

The *Contractor* shall take all precautions to eliminate as far as possible the nuisance and danger to the public and other persons arising from the entry and exit of materials, plant, vehicles, etc., to and from the site.

1. Plant, Tools and Vehicles

The *Contractor* shall provide and maintain all plant, tools, vehicles and everything necessary for the proper carrying out of the whole of the works.

The *Contractor* shall take any necessary precautions to avoid any annoyance to occupants, the general public and adjoining owners by use of such plant and vehicles and to ensure that silencers are fitted where appropriate.

1. Permissible / working hours

8.00am - 6.00pm Weekdays

Work outside these periods may be permissible, for exceptional reasons, by prior arrangement with the *Employer*.

1. Protection

The *Contractor* shall protect, uphold and maintain all pipes, ducts, sewers, service mains, overhead cables, etc. during the execution of the Works. Particular attention must be paid to ensure that no pollutants enter drains as all surface waters drain to the lake.

The *Contractor* will be liable for any damage due to any cause within their control and is to pay any charge for making good.

Trees:

Unless instructed otherwise, do not, with regard to existing trees:

1. dump soil, spoil, rubbish or materials within 3 metres of the base or beneath the canopy of any tree;
2. excavate or disturb the topsoil within 3 metres of the base or beneath the canopy of any tree;
3. change the level of the ground within 3 metres of the base or beneath the canopy of any tree;
4. mix cement within 10 metres of any tree or shrub;
5. attach anything to trees or shrubs;
6. store materials or plant within 3m of the base or beneath the canopy of any tree unless suitable protection has been provided to the satisfaction of the *Employer*;
7. allow oil spills or other pollutants within 3m of the base or beneath the canopy of any tree.

Particular care must be taken to ensure that no tracked or wheeled vehicles traverse or stand on the roots or under tree canopies; no materials are stored on the roots or under tree canopies without adequate provision as described above; no oil or similar pollutants are spilled onto the roots or under tree canopies; no cranes, lorries or similar plant damage the tree canopy.

Other conditions relating to trees:

1. all machinery should be excluded from within 3m of the base or beneath the canopy of any tree unless suitable protection has been provided to the satisfaction of the *Employer*;
2. trees within the work site should be fenced off to a distance and with materials specified by the *Employer*;
3. all vehicles and machinery, other than necessary consolidation equipment, to be prevented from travelling on any exposed lower surface;
4. allowance should be made for the slope of the ground so that materials cannot be washed towards trees. Drainage should be directed away from trees.

Where any tree/shrub has been damaged, the *Contractor* shall provide replacements of suitable approved species and size. Where directed by the *Employer*, the *Contractor*, instead of replacing a damaged tree/shrub, shall arrange suitable remedial surgery to be carried out by an approved tree surgeon in accordance with BS 3998. The *Contractor* shall:

1. Fit all compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
2. Take all precautions to prevent pollution of the site, the works and the general environment.
3. Take all precautions necessary to protect all existing trees, shrubs, plants, etc. (including the roots) from damage of any nature. No existing tree, shrubs or other plants are to be removed or cut, including roots unless instructed by the *Employer*. All protective precautions must be fully detailed in the *Contractor*'*s* Method Statement and must be agreed with the *Employer* prior to implementation.
4. Erect protective fencing around trees, site features or topsoil, maintain in effective condition and remove on completion of the works.
5. Police Regulations

The *Contractor* shall include for complying with Police Regulations or instructions and Road Traffic Acts in relation to (a) parking, (b) keeping roads and footpaths clear of all obstructions caused by materials and plant and (c) conveyance of plant to and from site.

1. Use or Disposal of Materials Found

The *Contractor* shall take all reasonable steps to prevent rubbish, surplus materials, etc., arising from the works being dumped on an area other than a recognised agreed area.

Should it be shown to the satisfaction of the licensor that any rubbish, surplus materials, etc. have been deposited elsewhere other than a recognised area, the *Contractor* shall be held responsible for clearing away such deposits at their own cost and ensuring that they are placed in a recognised area indemnifying the *Employer* against all claims resulting from such dumping.

1. Site Storage Facilities and Compound

The working area shall be restricted to within the area of the site boundaries. The *Contractor* must confine staff to the immediate vicinity of the works.

The site must not be used for any other purpose than the execution of the works.

Mechanical plant must be stored as agreed with the *Employer* when not in use.

Liquid fuels and machine oils shall be stored in double bunded units and kept segregated on a floored platform to prevent spillage damage.

Proprietary products for the containment and cleaning up of minor spillages will be supplied by the *Contractor* and kept readily available on site.

The site is to be kept clean and tidy at all times. There is to be no storing of materials, equipment or machines outside the confines of the immediate working area.

The *Contractor* will safeguard the works, materials and plant for reasons of health and safety and against damage or theft for the security of the works and the protection of the public and all other persons using the site.

The *Contractor* shall be responsible for ensuring that all plant is placed and used and all operations carried out in such a manner as to prevent injury to persons or loss or damage to property in the event of any incident occurring. Where acetylene, oxygen, propane or other gas cylinders are used on site, the *Contractor* shall provide and maintain a painted notice upon a white background which shall read: “DANGER - COMPRESSED GAS CYLINDERS”. Such notice shall be securely fixed and predominantly displayed externally where gas cylinders are stored.

The *Contractor* shall take all precautions necessary to prevent damage to fences, gates, roads, paved areas and other site features that are to remain in position during the execution of the works.

The *Contractor* shall make good any damage and replace, reinstate or restore existing features to the satisfaction of the *Employer*.

The *Contractor* is to provide and maintain suitable sheds, offices, messrooms, and other temporary buildings as may be required for the use of all staff, storage and protection of materials, etc., including the materials, tools and other tackle of sub-contractors, remove on completion and make good all disturbance.

The *Contractor* is to provide and maintain in an approved position and keep in good order temporary latrines, properly covered and screened, for the use of all trades, remove on completion and make good all disturbance.

The *Contractor* may be required to provide and maintain on site a temporary separate office, for the sole use of the *Employer*, of not less than 3.66 m x 2.44 m internal size on plan. The office shall have the following minimum facilities:- 1 desk with drawers; 1 locking cabinet, 3 chairs, 1 telephone, water boiling facilities, adequate heating and artificial lighting.

The office shall have a locking external door and window shutters for security out of working hours.

The office shall have adequate natural light and ventilation.

The *Contractor* shall provide and maintain all necessary sheets, boards, hoardings, ladders, scaffolding etc., for the proper execution of the works, and shall allow for all costs involved in clearing away and make good on completion.

The *Contractor* shall be held responsible for any damage which may be caused to the buildings, plants, surfaces or to persons through improper or insufficient protection, and shall make good any such damage at their own expense and shall hold the *Employer* free from any claim which may be made in consequence of any damage.

The *Contractor* is advised to carefully examine the buildings etc. in order to ascertain their condition and the nature and extent of protection etc. required.

1. Services/Utilities Available

Electricity:

Electrical services may be available but a sub-meter MAY have to be installed, and this electricity will be recharged to the *Contractor*. This will depend on the anticipated consumption, and a decision on this will be made before a *Contractor* is appointed.

Water:

A water supply (potable and non potable) is available on site.

Drainage:

Foul drainage may be available to the site. If public facilities are not located within a reasonable distance it will be the responsibility of the *Contractor* to provide their own toilet and staff facilities generally. Public toilets may be utilised by prior agreement.

1. The Construction Phase Health and Safety Plan

As required by the CDM Regulations 2015, on award of this contract, the *Contractor* as Principal Contractor is to develop their Outline Construction Health and Safety Plan into the Construction Phase Health and Safety Plan. This must be done before the construction work starts and, in order for the *Employer* to ensure that it is satisfactory, the *Contractor* submits it to the *Employer* not less than one week before planned commencement of construction of the works on site. Failure to submit a suitably developed Construction Health and Safety Plan within this timescale is a reason for the *Employer* to stop the works which arises as a fault of the *Contractor*.

In developing the Construction Phase Health and Safety Plan, the *Contractor* as Principal Contractor, should ensure that it:

1. complies with the law, this contract and the *Contractor*’*s* own policies and procedures submitted at tender
2. incorporates the *Contractor*’s proposed arrangements, submitted at tender, for the management of health and safety during the construction phase
3. becomes a project-specific document, which sets out the arrangements for securing the health and safety of all those who are carrying out the construction work and all others who may be affected by it.

In addition to the requirements stated for an Outline Construction Health and Safety Plan, the Construction Phase Health and Safety Plan must show that the general health and safety framework is in place (including arrangements for welfare) and that it deals with the key tasks and work packages during the initial stages. It includes the following:

1. A general statement of health and safety principles and objectives for the project.
2. Arrangements for preparing and issuing site rules and health and safety directions and drawing them to the attention of those affected and ensuring their compliance.
3. Arrangements for communications between the project team, other contractors and site operatives.
4. Arrangements for co-operation and co-ordination between all *Contractor*s.
5. Arrangements for ensuring that all employees have received relevant health and safety training.
6. Arrangements for consulting with, and taking the views of, people on site.
7. Selection procedures for ensuring competency of sub-contractors, the self-employed and designers where appointed by the Principal Contractor.
8. Arrangements for carrying out risk assessments and for managing and controlling risks.
9. Emergency procedures including fire precautions.
10. Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
11. Arrangements for first aid.
12. Arrangements for welfare facilities and site set-up including a method statement for installation of temporary facilities.
13. Arrangements for monitoring procedures to ensure compliance with site rules.
14. Arrangements for reviewing procedures to obtain feedback.
15. Method Statements related to the hazards identified in the pre-tender health and safety plan and/ or statements on how hazards and other significant hazards identified by the *Employer* or *Contractor* will be addressed.

The *Contractor*’s Construction Phase Health and Safety Plan must be retained on site at all times for inspection by the *Employer* or HSE if required. Failure to maintain, update or develop the Construction Phase Health and Safety Plan or implement it effectively may result in an instruction from the *Employer* to stop work, which would arise from the fault of the *Contractor*.

Under the CDM Regs 2015, as Principal Contractor, on Completion of the works, the *Contractor* is required to provide information for the Health and Safety File to the Principal Designer. Failure to provide this information on Completion is considered a Defect which if not rectified within the defects correction period from Completion may result in monies being paid from the *Contractor* to the *Employer* i.e. a reduction in retention monies being returned.

1. Continuing Liaison for any Contractor’s design

Any Method Statements, temporary Works designs or variations to the designer’s indicated method and/or sequence of construction are to be forwarded to the *Employer* and their Principal Designer at the earliest opportunity, in order for health and safety implications to be assessed.

Notwithstanding any requirement of the contract, a minimum of seven days notice will be required for the consideration of any change. Failure to do so may result in an instruction to stop work which arises from the fault of the *Contractor*.

1. Continuing Liaison for any Unforeseen Eventualities

The *Contractor*, as Principal Contractor, must inform the *Employer* and their Principal Designer, as an early warning, of any variations required to the permanent works, temporary works or sequence of construction arising from adverse physical conditions or obstructions unforeseen at the commencement of the works or an individual operation which has health and safety implications.

1. Authorised Persons & Permits to Work

The *Contractor* shall:

1. Be responsible for issuing and managing all permits to work. The *Contractor* shall liaise with the local TRP Park Manager and coordinate their own procedures with those of the *Employer*. No work shall be undertaken without this liaison taking place.
2. Ensure that all personnel carrying out work on Park premises are competent and qualified to carry out the work requested of them, especially in relation to work on English Heritage listed structures.
3. Be responsible for, in conjunction with *Employer*’s H&S Advisor, publishing all H&S notices for staff and visitors and all other necessary signage in and around the site for which the *Contractor* has control
4. Other Health & Safety Obligations

The *Contractor*, as Principal Contractor, must make reasonable arrangements for monitoring compliance of every other Contractor, acting as sub-contractor or directly employed by the *Employer*, with Health and Safety law and may give reasonable directions to any other Contractor so far as is necessary to enable him to comply with his duties under the CDM Regulations.

The *Contractor* must take all necessary precautions in site organisation and actual construction to ensure the safety of personnel on site and the general public who have access to the surrounding area, and to provide all health, safety and welfare facilities required by Statutory Regulations.

The *Contractor* promptly notifies, as an early warning, the *Employer* of any unexpected or unforeseen health and safety risks which may arise in connection with the performance of its obligations under this contract. The *Employer* promptly notifies, as an early warning, the *Contractor* of any new health and safety hazards which may exist or arise at the site which may affect the *Contractor* in the performance of its obligations under this contract.

While on the site, the *Contractor* shall comply with any health and safety measures implemented by the *Employer* in respect of Staff and other persons working there.

The *Contractor* shall notify the *Employer* immediately, as an early warning, in the event of any incident occurring in the performance of its obligations under this contract where that incident causes any personal injury or damage to property which could give rise to personal injury.

The *Contractor* shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the *Employer* if instructed.

Hard hats must be worn by all personnel either working or visiting an area where there is a foreseeable risk of injury and in designated hard hat areas as laid down by the Construction (Head Protection) Regulation, 1989.

1. Communications

The *Contractor* is to work closely with the *Employer*’s design team, park management staff and other TRP staff to ensure the smooth running of the contract on site. This includes the sharing of best practices and identifying and discussing: design solutions; practical solutions to early warnings; ideas for cost savings; how to maintain quality standards; and avoid or reduce health and safety risks. All communication is to be open, honest and timely.

Within 2 working days of the Contract Date, each Party identifies the email address for receiving all communications required under this contract. This is the address required under clause 13.1 of the conditions of contract.

1. Site Conditions

### The *Contractor* is to closely monitor site and weather conditions to prevent damage to the Park fabric and construction works from water logging, compaction of surfaces and frost damage. Where concerns arise, the *Contractor* should early warn in accordance with the conditions of contract and consult with the Park Management to identify the most appropriate solution. For example, installation of trackway or bark chips to protect grass surfaces; plastic sheeting to protect grout or concrete foundations; temporary ramps or ducting on heavily trafficked access routes.

1. Quality Expectations

The *Contractor* is to work closely with the Contract Administrator to ensure quality is maintained throughout the contract. This may include joint inspections, timely production of certificates, samples or reports (e.g. RoSPA inspection reports, topsoil samples, delivery notes, paint or stain samples etc.), maintaining high standards and understanding issues related to construction, and help with communications to stakeholders and visitors.

1. Working in Public Spaces

The *Contractor* must be prepared to respond to the challenges of working in public and highly visible spaces.

The *Contractor* can expect to be asked questions relating to directions, park features, opening times and related matters when working in the park.

The *Contractor* works with the *Employer* or their representative to ensure all site Staff are appropriately briefed; and ensure that employees comply with the spirit of the Citizens Charter and handle all such requests courteously and helpfully at all times.

The *Contractor* must provide suitable fencing to securely enclose the site and protect existing landscape features, surfacing and planting for the duration of the works.

1. Tree Protection

The *Contractor* is to outline relevant tree protection to BS 5837 within construction method statements and ensure that these standards and methods are maintained on-site at all times.

The *Contractor* is to ensure that they are following The Royal Parks Arboricultural Method Statement at all times and to work with the TRP Arboricultural Officers when working adjacent to trees.

1. Procurement of Timber and Wood Derived Products

As well as complying with any detailed and contract specific requirements stated elsewhere in the Works Information, the *Contractor* is to conform to the standards below to ensure that all timber and wood derived products used on site is sustainably sourced and that the appropriate paperwork is provided to show the chain of custody and evidence of sustainability.

All timber and wood derived products supplied or used by the *Contractor*, including his sub-contractors, is to originate from a forest source where management of the forest has full regard for social criteria including:

1. identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest
2. mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
3. safeguarding the basic labour rights and health and safety of forest workers.

If requested by the *Employer*, and not already provided at tender evaluation stage, the *Contractor* provides to the *Employer* evidence that the Timber and wood derived products supplied or used To Provide the Works complies with the requirements of the Works Information. If requested by the *Employer*, the *Contractor* provides to the *Employer* evidence that the Timber and wood-derived products supplied or used To Provide the Works complies with the requirements of the previous clause.

The *Employer* reserves the right at any time during the contract and for a period of 6 years from the defects date to require the *Contractor* to produce such evidence required for the *Employer*’s inspection within 14 days of the *Employer*’s written request.

The *Contractor* shall maintain such records of all Timber and wood derived products incorporated into the works. Such information shall be made available to the *Employer* if requested, for a period of 6 years from the defects date i.e. seven years after Completion.

The *Employer* reserves the right to decide whether the evidence submitted to it demonstrates legality and sustainability, or FLEGT-licence or equivalent, and is adequate to satisfy the *Employer* that the Timber and wood-derived product complies with the social criteria defined in clause 3.8.2 above. In the event that the *Employer* is not satisfied, the *Contractor* shall commission and meet the costs of an “Independent Verification” and resulting report that will (a) verify the forest source of the timber or wood and (b) assess whether the source meets the relevant criteria.

“Independent Verification” means that an evaluation is undertaken and reported by an individual or body whose organization, systems and procedures conform to ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent, and whose organization, systems and procedures conform to ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent.

The *Employer* reserves the right to reject any timber or wood-derived products that do not comply with the Works Information, including social criteria in clause 3.8.2. If the *Employer* exercises this right, the *Contractor* supplies an alternative timber or wood-derived product, which does comply, at no additional cost to the *Employer* whilst minimising any delay to Completion.

1. Waste Management

Removal of all waste from the site should be carried out in accordance with, at minimum, waste management legislation. In addition, the *Contractor*:

1. removes rubbish, debris, surplus material and spoil regularly in order to keep the site clean and tidy, so that the park’s appearance is minimally detracted from.
2. ensure that unwanted non-hazardous material, spoil and rubbish is disposed of at a tip approved by the Environment Agency.
3. removes all surplus hazardous materials and their containers regularly off site in a safe and competent manner as approved by the Environment Agency and in accordance with relevant regulations.

The *Contractor* retains all waste transfer documents on site and retains them elsewhere until the Defects Certificate issued.

The *Contractor* provides the *Employer*’s nominated representative or agent and CDM Principal Designer with copies of Waste Management records for sustainability auditing purposes and for inclusion in the Health and Safety File. Details to be recorded include a description and weight of waste items, details of waste facility used for disposal and date of disposal. Waste should be recorded in terms of tonnes going to landfill, reused/recycled, composted, incinerated without energy recovery or incinerated with energy recovery. Tables will be provided for completion during the contract.

1. Environmental Requirements

The *Contractor*, when working on site, is to perform its obligations under this contract in accordance with the *Employer*’s environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

The *Contractor* complies in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the works. Without prejudice to the generality of the foregoing, the *Contractor* shall promptly provide all such information regarding the environmental impact of the works as may reasonably be instructed by the *Employer*.

The *Contractor* meets all reasonable instructions by the *Employer* for information evidencing compliance with the provisions of this clause by the *Contractor*.

Where the *Contractor* is required to submit reports to the *Employer*, all of the paper used shall be Elemental Chlorine Free and 100% recycled with a minimum of 80% post consumer waste, unless otherwise agreed with the *Employer*.

1. Traffic Management

The *Contractor* shall liaise directly with the *Employer* or their representative to ensure the safe and effective management of vehicle, cycle and pedestrian traffic around the works.

The *Contractor* is to provide a detailed methodology, traffic management plans and appropriate signage to minimise potential conflict between construction traffic, deliveries, Park visitors and operations necessary for the day-to-day running of the Park (grass cutting, sweeping, litter picking, etc.).

The *Contractor* is to provide for advisory signage indicating scope and nature of the works and identifying closed access and alternative routes as well as hazardous areas.

1. Deliveries

The *Contractor* is to liaise directly with Park Management teams and delivery companies to ensure the safe and timely delivery of construction Plant and Materials, construction Equipment and other supplies.

The *Contractor* is to confirm agreed delivery routes with the *Employer*. He is also to ensure all relevant parties, including those external to this contract, are aware of large deliveries or those that require associated traffic management.

1. Location and working around Existing Services

Any surveys for existing services and other information are referenced in the Site Information. No warranty is given as to the accuracy, or completeness of this information.

The *Contractor*'s attention is drawn to the possibility that there may be services and facilities other than those noted. It is the *Contractor*'s responsibility to ascertain the position of all services and facilities likely to be affected by the works whether indicated on these drawings or not.

### The *Contractor* is responsible for isolating and disconnection of the relevant services before construction work commences. Services that are to remain are to be protected. Any work carried out to or which affects new or existing services, must be in accordance with the Bye Laws or Regulations of the relevant Statutory Authority.

### The *Contractor*, as Principal Contractor, must adequately protect all types of work and all parts of the works, including work carried out by others, throughout the duration of this contract. Wherever work is of a vulnerable nature, including working in the close vicinity of or exposing services, the *Contractor* is to provide special protection to ensure that damage does not occur. This includes, but is not limited to:

1. before starting work, checking exact positions of existing services.
2. following service authorities recommendations for work adjacent to existing services.
3. adequately protecting services in order to prevent damage.
4. not interfering with their operation without the consent of the service authorities or other owners.

If any damage to service results from the execution of the works, notify the *Employer* as an early warning and inform the appropriate service authority without delay. Make arrangements for the work to be made good without delay to the satisfaction of the service authority or other owner as appropriate. Any measures taken by the *Employer* to deal with an emergency will not affect the extent of the *Contractor*’s liability.

1. Hazardous Construction Materials

Manufacturer’s or supplier’s data sheets for all proprietary products should be obtained and assessments carried out in accordance with COSHH Regulations. Appropriate precautions should then be implemented to minimise risks.

The *Contractor* should retain a copy of all such assessments for inclusion in the Health and Safety File.

Removal of all waste from the site should be carried out in accordance with waste management legislation and auditable records should be retained for inclusion in the Health and Safety File. The transportation of all waste within occupied areas should only be carried out outside normal working hours.

1. Branding, Signage& Publicity

### Unless otherwise agreed with the *Employer*, the *Contractor* must display as joint information:

1. one sign that identifies the name of the works
2. one sign which identifies that TRP are the *Employer*, branded with the TRP logo (which TRP are to supply) and a TRP individual to contact with contact details;
3. one sign which identifies the name of the *Contractor* and a person to contact with contact details.
4. The *Contractor* may brand their identity using their corporate logo, providing such logo does not exceed 0.5 metres by 1 metre. No other branding or publicity is allowed without TRP agreement.

The location of this joint information is agreed with the *Employer* on award.

The *Contractor* is responsible for the adequate provision of all statutorily required signage and is responsible for the provision of all other signage, including the notification of dangerous areas, and directional signage as required. TRP expect the *Contractor* to be pro-active in the provision of this service.

The *Contractor* must not make any public, advertising/publicity, website or media comment, statement or reference, (either reactive or proactive) via social, online, broadcast or print channels, relating to this contract in any way, except with the prior agreement of the *Employer*.

1. Uniforms, Protective Clothing and Safety Shoes

Uniforms, appropriate protective ‘hi-viz’ clothing and safety shoes for the *Contractor*’s people are to be provided by the *Contractor* and are to be of a high standard in both quality and appearance.

Full uniforms must be worn at all times. In warm weather, short sleeve shirts may be worn or sleeves folded up above the elbows. Clean black safety shoes must be worn. A badge with the name of the person and the *Contractor* must also be worn.

While the *Contractor* does not need to submit uniforms, protective clothing and shoes to the *Employer* for acceptance, the *Employer* may instruct improvements, both generally and for an individual if it falls below the standard required by TRP.

1. Overlap with Employer’s Undertakings

The *Contractor* is to impose a comprehensive set of rules to cover work activities and the conduct of its personnel on site.

The *Contractor* is to comply with the Park Rules and the Regulations included in Appendix A of this Works Information document. Additionally the following rules below must be adhered to. The *Contractor* is to:

1. Ensure all site personnel, including all personnel of sub-contractors and suppliers, are security cleared before being admitted to the site or being issued with a security pass.
2. apply methods, wherever possible, to limit the disturbance from excessive construction noise. Radios and the like are not permitted.
3. ensure that the works are carried out in a safe manner and that all necessary measures are taken in ensure the safety of the neighbours, the public and site personnel both during and outside normal working hours.
4. limit, by suitable means, the ingress of dust and dirt into adjacent areas.
5. secure working areas against trespass, particularly outside of normal working hours as the park is not closed at night, and prevent *Contractor*’s personnel from trespassing onto neighbouring property.
6. not burn any waste or other materials on the site.
7. take all necessary precautions to prevent personal injury, death, and damage to the works or other property from fire and comply with 'Standard Fire Precautions for Contractors' HMSO 1991.
8. take all reasonable precautions to prevent pollution of the site, the works and the general environment, including streams and waterways. If pollution occurs, inform the appropriate Authorities and the *Employer*’s nominated representative or agent without delay and provide the person with all relevant information.
9. prevent damage to existing buildings, fences, gates, walls, trees, hedges, planted areas, roads, paved areas and other site features, which are to remain in position during the execution of the works.
10. not impede vehicular access to neighbouring premises.
11. carefully control smoking to guard against risk of fire.
12. not permit alcohol or illegal substances to be brought onto or consumed on site or in the mess rooms.
13. not permit people to live in accommodation on the site.
14. provide an adequate number of trained and qualified First-Aiders and an adequate provision of first aid equipment suitable and sufficient for the risks of injury associated with their work. This is to comply with their role as the Principal Contractor under this contract.
15. ensure suitable PPE is worn by all site personnel either working or visiting the site. In particular the *Employer* requires that all site personnel wear safety footwear.
16. not allow the wearing of shorts and baring to the waist is prohibited. An appropriate standard of dress must be maintained at all times.
17. not permit obscene literature or offensive language and behaviour on the site.

The Regent’s Park and Primrose Hill Vehicle Policy (June 2015 Update)

(WHERE APPLICABLE, THIS SUPERCEDES ELEMENTS OF THE VEHICLE POLICY ABOVE)

Vehicles will use routes into the park as specified in the contract/licence or as agreed by the *Employer*. All contractors and concessionaires to submit a transport management plan for approval.

Vehicles will not be permitted to use park footpaths unless specified by the *Employer*.

No vehicle over 7.5 tonnes gross weight to be driven on a footpath without the express permission of the *Employer*.

Vehicles with a wheel base which exceeds the width of the footpath will not be permitted to use the footpath.

Vehicles on footpaths must not exceed 5 mph and in order to achieve this must remain in first gear.

A banksman is required for reversing.

Hazard lights (both indicators simultaneously) and/or beacons are NOT to be used when driving on footpaths.

Vehicles must not drive over or park on the grassed areas.

Private vehicles within the fabric of the park[[1]](#footnote-1)and all trade vehicles (except for TRP liveried vehicles) whether on park roads or within the fabric of the park, must display permits at all times. A minimum of two working days notice is required for the issue of permits, applications should be made to the Park Office or where vehicle movement is related to The Hub, to The Hub reception.

When driving within the fabric of the park, all drivers must:

* give way to pedestrians and animals at all times;
* stop to allow oncoming pedestrians to walk round unless a comfortable distance is available (e.g. on the Broad Walk)
* remain at a comfortable distance when following pedestrians
* allow a comfortable distance when passing pedestrians

Where pedestrians stop to allow vehicles to pass, a courteous “thank you” is expected from the driver.

All accidents or incidents must be reported immediately to the Park Office either in person, by email ([regents@royalparks.gsi.gov.uk](mailto:regents@royalparks.gsi.gov.uk)) or by phone on 0300 061 2300.

1. “The fabric of the park” means on footpaths within the greenspace, i.e. not on park roads. [↑](#footnote-ref-1)