

SPECIFICATION 10 – TREE TRANSPORT AND ASSESSMENT

CONTRACT JOB SPECIFICATIONS FOR TREE TRANSPORT AND ASSESSMENT

Dated 1st May 2000

| | | |
|----------|------------------|-------|
| APPROVED | FORESTRY MANAGER | DATE: |
|----------|------------------|-------|

Agreement made the _____ day of _____ 19 __

BETWEEN

- 1 **PAN PAC FOREST PRODUCTS LIMITED** a duly incorporated company having its registered office at Napier (with its successors and assigns called “the Company”)
- 2 _____
 (“The Contractor”)

RECITALS

- A The Company and the Contractor have entered into an Agreement relating to the appointment of an Independent Contractor dated

the _____ day of _____ 19 __

 (“The Contract for Services”)
- B The Company requires the Contractor to complete a particular class of work or works pursuant to the Contract for Services, the specific terms and conditions of which the parties now wish to record.

IT IS HEREBY AGREED AS FOLLOWS:

1 INTERPRETATION

- 1.1 In this Agreement, words and expressions used shall have the same meanings as ascribed thereto in the Contract for Services unless expressly varied herein.
- 1.2 “Contract for Services” means the Contract for Services referred to in Recital A including any additions, variations or amendments thereto.
- 1.3 “Job Specification” means the job specification(s) as detailed in this Agreement and shall include any Contract Note or Prescription relating to such Job Specification.
- 1.4 “Working Block” means the defined area of forest or forests or other area that must be visited for the completion of the work.
- 1.5 “Stand” means a defined area of forest in which all trees were planted in the same year.
- 1.6 “Stratum” means an area of stand or part stand that is to be assessed.
- 1.7 “Depot” means an area designated as a storage area for collection or drop off.

2 EFFECT OF THIS AGREEMENT

The provisions of this Agreement and any Contract Note issued pursuant to this Agreement shall form part of and shall be read with the Contract for Services and such provisions shall have the same force and effect as if they were set out in the Contract for Services so that a default under this Agreement or any Contract Note or Prescription issued pursuant to this Agreement shall be deemed to be also a default under the Contract for Services.

3 THE DETAILS OF THE JOB SPECIFICATION ARE AS FOLLOWS

TREE TRANSPORT AND ASSESSMENT

INTRODUCTION

Tree transport is an operation that requires the Contractor to collect and drop off trees in designated areas on time and with due care and consideration of tree health. The contractor may also be requested to take samples of a certain size from the deliveries and assess those trees to ensure they conform to the seedling and or cutting specifications. This requires good observation skills and consistency.

1. ALLOCATION OF WORK

- 1.1 The Company shall from time to time during the continuance of this agreement allocate to the Contractor work to be completed. The Contractor shall thereafter proceed in a proper and workmanlike manner with the operation.

2. OPERATIONAL

2.1 General

- a. The Contractor shall follow instructions as directed by the Technical Forester and the Forest Co-ordinator. The work required by the Company is to be done before any other work of the Contractors.
- b. The Contractor shall work independently with only minimal supervision or job instructions.
- c. The Contractor shall communicate information on tree deliveries and tree quality as required to the Technical Forester.
- d. The Contractor shall fill in delivery dockets recording all necessary information for each tree collection and provide copies at each drop off depot as required (to the Co-ordinator or with the delivery). Copies of all delivery dockets will be given to the Technical Forester weekly and as required during the week of measure-up. Hours and kilometres are to be recorded on each docket for delivery and quality control of trees.

2.2 Job Prescription

- a. The Contractor shall collect the specified stockcode and numbers of boxes or bags of trees from the location and at the time requested by the Company and shall deliver the specified stockcode and numbers of trees to the location and at the time requested by the Company.
- b. The Contractor will collect and deliver empty boxes or relocated trees to the requested depot as directed.
- c. Only the Prime Contractor shall take samples of tree delivery loads as directed and assess and record all requested information on site. The delivery to sample may not be a load that the Contractor transported. The Contractor must be particular to detail and be impartial. All tree deliveries are to be assessed as soon after delivery as possible and in such a way as it does not interfere with the planting operation.
- d. If any trees in the Contractor's opinion, do not meet the tree specifications provided, the Contractor shall label the trees with the type of fault and return them to the Technical Forester as soon as possible with the necessary documentation for such an assessment. All documentation must be complete before passing on to the Technical Forester. The Contractor will not forward the above trees to the Nurseryman unless specifically requested by the Technical Forester.

- e. The Contractor may also be requested to collect pallets, move pods and collapse and store the boxes during and at the end of the season.
- f. The collection of empty boxes from the depot and the delivery to the Nursery is at no cost.
- g. The Contractor will be used as required and this contract does not guarantee any particular amount or type of work.

2.3 Tree Storage and Handling

- 1. The delivery of trees to the working block by the Contractor will be made in a manner approved by the Company.
- 2. At all times, the Contractor will handle trees with care. Boxes with trees will only be stored in approved sheltered storage, out of wind and sun.
- 3. The Contractor shall further ensure that the doors to any tree crate, truck or trailer used for the storage of trees are fastened shut whenever there is no immediate need to have them open for the purpose of adding or removing trees or boxes.
- 4. Boxes of trees or the empty boxes must not be thrown, sat on or otherwise abused. The cost of boxes damaged or other wise abused by the Contractor may be charged to the Contractor.
- 5. Cartons are not to be collapsed unnecessarily and should only be collapsed when specifically requested by the Technical Forester or a Co-ordinator.
- 6. Empty cartons which are unable to be re-used and all used bags are to be left at the designated disposal area as directed by the Co-ordinator.
- 7. All cartons remain the property of the Company and shall be treated with care.

2.4 Quality Checks

- a. The Company may at any time carry out formal quality checks to ensure that the Contractors work is as required. If at any stage it is found that the work is not to a suitable standard the Company has the right to request the contractor to reassess the delivery of trees at no additional cost.

3 GENERAL

3.1 Access to the Forest

- a. Access is by permit only. The Contract for Services serves as an access permit to enable a Contractor and the Contractor's employees to get to the tree depot and carry out work as specified.
- b. The Contract shall not serve as a general right of entry to Pan Pac Forest Products Limited Forests for other purposes.
- c. Permits are required for hunting and firewood etc. and must be obtained by the Contractor or his employees from the appropriate Forestry Co-ordinator prior to undertaking such activity.

- d. Pan Pac Forest Products Limited shall provide the Contractor with gate keys. These are to be handed back within one week of being requested or completion of work for the planting season. In the event of the Contractor losing a key, they will be liable for a \$500 replenishment fee per lost key.
- e. The Contractor must lock all gates when leaving the forest at the completion of the day's work if the Contractor is the last person in the Forest area. All gates found shut while entering the forest will also be closed when leaving the forest.

3.2. General

- a. The Contractor accepts responsibility for compliance with conditions of land use consent as notified by Pan Pac Forest Products Limited.
- b. All rubbish is to be removed by the Contractor from the forest by removal to a transfer station.
- c. All tools and equipment required to carry out forestry operations shall be maintained by the Contractor in a good, safe, and operable state. All equipment used will be to NZ "S" mark standard where such standards exist.
- d. Pan Pac Forest Products Limited will, from time to time, update or initiate new policy that will be communicated to the Contractor.

3.3 Communication Requirements

The Contractor must have the following:

A facsimile machine

A mobile telephone

A VHF radio telephone that has a minimum of 13 channels tuned to the following:

| Channel | Tune to: |
|----------------|-----------------------|
| 1 | Mohaka |
| 2 | Esk |
| 3 | Fire Repeater Channel |
| 4 | Gwavas |
| 5 | Kaweka |
| 6 | Simplex |
| 7 | Forestry Base |
| 8 | Pan Pac – Tarapanui |
| 9 | Pan Pac – Gwavas |
| 10 | Pan Pac – Esk |
| 11 | Pan Pac – Kahuraniki |
| 12 | Pan Pac – Simplex |
| 13 | Pan Pac – Kaweka |

3.4 Safety and Health

a. General

- 1. The Contractor and their employees shall at all times work in a safe and professional manner and in addition to the statutes listed in 10.1 of the Contract for Services, shall comply with the following:
 - Pan Pac Forest Products Ltd, Forest Operations Handbook

- Safety Codes for Forest Operations – published by OSH
2. The Bay Forests Rural Fire District
 - Fire Plan
 3. The Contractor must have and make available for inspection upon request, a Health and Safety Management Plan.

b. Training

1. No employee of the Contractor is to undertake work for which they are not adequately trained unless they are under training and supervision.
2. The Contractor shall take all practicable steps to ensure that their employees are trained to and maintain work standards which enable them to competently and safely perform the work undertaken
3. The Contractor must supply to Pan Pac Forest Products Limited by the 5th working day of the next month, a completed Contractor Monthly Data Return.
4. All Contractors must ensure that new employees undertake induction training on their first day of employment and before work is commenced. Things covered should be as listed in section 10.1 of the Contract for Services and General listed above.

c. Disciplinary Action for Breach of Health and Safety Requirements

All Pan Pac Forest Products Limited Staff have the authority to instruct the Contractor to stop the work of individuals or parts of operations, or to suspend total operations for periods determined by Pan Pac Forest Products Limited where required to maintain safe working conditions or for breaches of safety rules, laws and regulations.

4. PAYMENT

- a. The Contractor will keep and submit accurate records on time, of the hours worked and vehicle kilometres (by vehicle type) to be paid, for work performed to standard. The Contractor will be paid once a month, with the company providing buyer created invoices to the Contractor.
- b. Pan Pac Forest Products Limited will deduct from the payment due to the Contractor, any cost of reworking for sub-standard work, cost incurred by Pan Pac Forest Products Limited for correcting sub-standard work carried out by the Contractor and any other deductions to which the Contractor agrees.

IN WITNESS WHEREOF these parties have executed this Job Specification

Tree Transport and Assessment

on the day and in the year written above.

SIGNED for and on behalf of:]
PAN PAC FOREST PRODUCTS LIMITED]
BY

EXECUTED by the Contractor]
in the presence of:]

_____ **Witness Name**

_____ **Witness' Occupation**

_____ **Witness' Address**

SCHEDULE 3

SCHEDULE 4
CONTRACT NOTE

SCHEDULE 5
ACCIDENT REPORT