

**TORBAY COUNCIL**

**Part 2 Specification**

**Contract Reference**

**TPL1921**

**Contract Title**

**Green Infrastructure Services**

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# 1. Overall Scope and Nature of the Requirement

- 1.1 This Contract is to procure all aspects of Green Infrastructure Services which include but are not limited to: Arboricultural Services, Arboricultural Consultancy and Ecology Services at a high level of performance within the administrative boundaries of Torbay Council.
- 1.2 Arboricultural Services will include (but not exclusive to) the pruning, felling and planting of Torbay Council owned trees.
- 1.3 To provide Arboricultural Consultancy where necessary tree officer cover for short or long periods of time. To provide detailed reports on tree safety or health.
- 1.4 To provide the suite of ecological services to ensure that all ecological aspects are covered.
- 1.5 During the contract period the Contractor shall perform in skilful manner in accordance with current best practice with on site operations undertaken with a professional approach.
- 1.6 Provide Innovation with new equipment – EV Fleet and or battery-operated machines, assess carbon footprint of business within Torbay.
- 1.7 SWISCo's expectation is that all the services set out in this Specification will be delivered in-house to ensure resilience and continuity in the provision of the services.

## 2. Minimum Requirements

This section sets out the Authority's minimum requirements for this Contract:

- 2.1 Provide 24hr emergency cover 365 days a year and respond to the timeframes as laid out in 3.3.1 b.
- 2.2 Provide continual administrative resilience throughout the life of the Contract.
- 2.3 Support the use of shared computer management system, to include in-cab live data sharing.
- 2.4 Provide equipment so as to comply with industry health and safety standards.
- 2.5 Provide Highways-qualified staff to allow highways work to be undertaken without having to engage a third party external company.
- 2.6 Provide a named Contract Manager to act as client liaison.
- 2.7 Supply extra arboricultural operatives/teams when required/at short notice.
- 2.8 Provide Arboricultural Consultancy support when required.
- 2.9 Provide Ecological Consultancy support when required.
- 2.10 Demonstrate a commitment to reducing carbon emissions.
- 2.11 Demonstrate a commitment to use partnership working in providing key suppliers e.g. tree nurseries
- 2.12 The Contractor is required to have ISO 9001:2015 quality management systems.
- 2.13 The Contractor is required to have Arboricultural Association Approved Contractor status.
- 2.14 The Contractor is required to be a Tree Risk Management licensed user to meet with the requirements of the service delivery.
- 2.15 The Contractor is required to have Membership of Industry Professional Body that identifies with the service delivery of both arboriculture and ecology, Arboricultural Association and Chartered Institute of Ecology and Environmental Management.
- 2.16 All the above minimum requirements will be expected to be delivered by the appointed Contractor and not sub-contracted unless approved in writing by the Contract Manager.

## 3. Specific Requirements

### 3.1 Legislative Controls

SWISCo's Contract Manager will negotiate with the Local Planning Authority to ensure that proposed works do not conflict with existing legislative controls, such as Tree Preservation Order regulations or Conservation Area status. Copies of correspondence may be made available to the Contractor.

### 3.2 Standards

The work shall be carried out to BS3998:2010 (as updated) as a minimum standard.

The Contract shall be carried out to the satisfaction of the Contract Manager. Any work carried out to an unacceptable standard shall be redone by the end of the working week in which notification either verbally or in writing has been given to the Contractor by the Contract Manager.

In order to set standards, the Contract Manager will supervise work on the first trees to be worked on by the Contractor, so that the Contractor shall have a clear understanding of the quality of work expected of him.

The Contractor shall exercise great care to ensure that only the correct trees are pruned or felled as detailed and shall brief his operatives accordingly. The Contractor must seek clarification where there is uncertainty.

Should a tree be pruned or felled in error by the Contractor without reasonable excuse, the Contractor shall pay compensation calculated using the Capital Asset Value for Amenity Trees (CAVAT) along with the cost of removing the spoiled tree and replacing with a new tree of a size and species as directed to by the Contract Manager. Ongoing maintenance will be undertaken for a five year period following any such incident.

All tree work is to be carried out as per the risk assessment method statement (RAMS) for the prescribed tree works and as industry best practice e.g. working at height hierarchy and two rope working.

#### 3.2.1 Quality control

The Contract Manager shall, at their discretion, attend site to audit the quality of the completed works once signed off by the contractor. Should the work be deemed to be less than satisfactory and not contract, or industry compliant, the Contract Manager will require the works to be re-visited by the Contractor and the work brought up to the required standard as agreed with the Contract Manager. The work will be carried out at no further cost to SWISCo.

#### 3.2.2 Geographic location

All works are to be carried out within the administrative boundaries of Torbay Council, where it is not clear and obvious that the scope of the works are within the administrative boundary confirmation will be sought from the Contract Manager.

### 3.3 Works

#### 3.3.1 Work Categories

- a. All instructions to undertake work under this Contract will be given in writing (email) by the Contract Manager to the Contractor except in the case of Emergency Works where the instruction may be given orally and will be confirmed in writing.
- b. Each such instruction will indicate the time within which the work must be completed as follows:-

Category E Tasks - those where, once the Contract Manager and/or Control has informed the Contractor of the necessary requirements to deal with the emergency, the Contractor shall be on site within one (1) hour, with the Contractor remaining on site until the work is finished or the tree/site has been made safe. (Emergency Works).

Category U Tasks - those which must be completed within fourteen (14) days. (Urgent Works).

Category P Tasks - those which must be completed within twelve (12) months. (Normal Priority Works).

Category N Tasks – Works to abate or remove actual or potential nuisance caused by council trees completed within twelve (12) months of inspection. (Nuisance Works)

Category M Tasks – Improvement works to enhance street scene or public space. Works to be completed within sixty (60) months or when resources available. (Management Works)

The Contractor will be given as much notice as possible of Tasks to be carried out with the intention of providing an even workload throughout the year. The Contract Manager will aim to group any works orders together per geographical elected Ward area. Failure to complete the Tasks within the allocated time period could lead to action under clause 2.2 of the Contract.

The Contractor shall organise his workforce and plant to provide the service more particularly described elsewhere in these documents.

All items in the Rates shall include the provision of the necessary labour, plant, transport, and materials; and the loading and transporting and disposal of all waste from the sites will be the responsibility of the Contractor.

#### 3.3.2 Defects and Vandalism

As broken, defective or vandalised property or equipment attracts further vandalism, it is the policy of the Council to carry out repairs as soon as possible. The

Contractor is required, therefore, to report any problems immediately to the Contract Manager.

Should the Contractor be aware of any culprits causing vandalism it would be appreciated if this information could be given to the Contract Manager. The information will be treated as confidential and would only be used in any further action if the Contractor's employee is willing to be a witness.

### 3.4 Working Hours

- 3.4.1 'Normal' working hours will be from 07.00 to 18.00 with onsite working hours be between 08.30 hours and 16.30 hours daily, except in cases of emergency call-outs.
- 3.4.2 Emergency Call Outs: The Contractor shall supply all emergency call out cover both during and outside normal working hours, including Bank Holidays.
- 3.4.3 The Contract Manager and/or the designated control room shall be the first point of contact from the Emergency Service. The Council will assess the emergency and contact the Contractor with information on the required number of operators and machinery necessary to make safe and clear the emergency. Once the Contract Manager and/or control room have informed the Contractor of the necessary requirements to deal with the emergency, the Contractor shall be on site within one (1) hour. The Contractor will provide a call-out contact list with telephone numbers where they can be contacted twenty-four (24) hours a day. This must be updated weekly.
- 3.4.4 The Contractor will supply the Contract Manager with a work location for any team working within Torbay for the Council every working day via email; this information must be submitted before 09.00 every working day and must include location and team numbers. If no teams are working for the Council on any specific day this information must also be forwarded to the Contract Manager.

### 3.5 Emergency Work Following Storm Damage

In the event of extensive tree damage occurring throughout the Borough, the Contractor shall supply extra sub-contract labour, by agreement with the Contract Manager, sufficient to cope with the workload, as soon as is reasonably practicable. The extra labour to be bound by the Contract set out in this Tender document.

### 3.6 Communications

The Contractor shall ensure that the Contractor is contactable by the Contract Manager and the designated control room for twenty-four (24) hours a day by telephone/telephone pager and that the maximum verbal response time to any call is ten (10) minutes.

All vehicles/teams to be used for this Contract shall have a working mobile telephone to link the Contractor's Contract Manager to his employees. All vehicles will be required to have trackers fitted to ensure locations of vehicles are identifiable at any location, so that the Contract Manager can obtain a prompt response from the Contractor when required. If the appointed team is working within a poor signal area the Contract Manager will need to be made aware of this prior to the team undertaking any works. The team leader will need

to contact the Contract Manager at least once during the day or when leaving the site in order to keep the Contract Manager informed of the team's movements.

The Contractor will be required to provide the Contract Manager daily/weekly/monthly schedule of works program to provide the public and members of the Council working location and details of operations.

### 3.7 Specific Working Arrangements

#### 3.7.1 Highways

Where work is to be carried out on or adjacent to a public highway, the Contractor shall arrange the works so as to avoid traffic congestion and public inconvenience and shall make all necessary arrangements with local authority highway department, police, fire brigade, ambulance services and bus companies. The Contractor shall be responsible for all prior erection of notices and 'no parking' cones where clear working sites are required. The Rates are to include the cost of traffic control for normal operations carried out on or adjacent to the public highway, except in special circumstances at the discretion of the Contract Manager.

The Contractor shall comply with the recommendations contained in the booklet 'Safety at Street Works and Roadworks: A Code of Practice' (as amended) issued by the Department for Transport. While working on the highway, the Contractor will ensure that a registered streetworker within the meaning of the New Roads and Streetworks Act 1991, shall be present at all times.

The Contractor must have a sign board visible on site at all times to inform the public and give an emergency contact number.

#### 3.7.2 Tree Locations

Highway trees are defined as trees located within any area of land adopted by the highways authority. Such areas include carriageways, footways, other hard paved areas, grass areas, hedges and shrubberies. The Contractor will be expected to work on or clear fallen material from privately owned trees threatening or blocking the highway.

Parks trees are defined as trees located in any other part of Torbay Council's landholding managed for public use.

#### 3.7.3 Waste Disposal Sites

All tipping fees must be paid by the Contractor and included in the rates quoted in Part 5 Rates. All timber will remain the property of the Contractor.

#### 3.7.4 British Standards (BS)

All work shall be carried out to BS: 3998:2010 (as amended) as a minimum. Where there is a conflict between the specification as written and the BS then the specification shall take precedence.



### 3.7.5 Avoiding transmission of pests and Pathogens

Generally pruning or removal work on trees known to be infected with, for example *Phytophthora* spp causing various diseases and the following bacteria: fireblight, *Erwinia amylovora*, or watermark disease *Erwinia salicis*, and bleeding canker of Horse Chestnut *Pseudomonas syringae* pv *aesculi* should only be carried out after obtaining up to date information from the relevant bodies: Fera Plant Health and Seeds Inspectorate (PHSI) for shrubs or young trees, and the Forestry Commission for established and woodland trees. Guidance and reference for the sterilization of tools are given in BS: 3998:2010 (as amended).

If in the case of an outbreak of a particular pest or disease, any extra precautionary works that are required to control and prevent spread, should be agreed together with a method and agreed rate between the Contractor and Contract Manager prior to any further works commencing.

### 3.7.6 Ash Dieback

The remaining Ash Dieback removals or risk reduction works will be carried out as part of the ongoing tree management programme.

## **Arboricultural Work**

### 3.7.7 Pruning

All works shall be carried out according to current British and European standards: BS3998: 2010 (as amended) and/or European Tree Pruning Guide (Second Edition)

### 3.7.8 General

When carrying out work to trees, growth shall be cut approximately one metre clear of any street/parks lamps, cables of suspended street lighting, traffic signs, traffic lights, street name plates, etc. Growth should be cut approximately two metres (2m) clear of any window or adjacent property. Adjacent to the Highway, growth shall be lifted three metres (3m) clear over pavements and five point six metres (5.6m) clear over the centre of the carriageway, or as directed by the Contract Manager.

In removing growth to comply with the measurements mentioned above, branches shall be selected and cut back to another branch, limb or stem to give a natural appearance. The diameter of the final cut should generally not exceed one-third of that of the parent stem, limb or branch.

### 3.7.9 Appearance of Trees

Each tree shall be individually considered and the general description of the work to be done shall be interpreted in relation to the shape, size, character, condition and species of each tree. All operations carried out shall be completed so as to leave each specimen with a pleasing and well-balanced appearance, compatible

with any surrounding targets directly associated with public safety. The final arbiter shall be the Contract Manager.

3.7.10 Timing

The Contractor shall ensure that the species indicated below are only pruned between the times specified

Genera	Times
Pyrus spp	Not to be pruned within the active growing season.
Prunus spp	
Betula spp	
Malus spp	
Amelanchier spp	
Juglans	Only to be pruned in full leaf or before 25 September

In addition to the above restrictions, no tree shall be pruned during the period immediately prior to, and during, bud-burst and leafing-out in spring; and, in autumn, during the period of leaf-fall (in deciduous trees).

3.7.11 Crown Thinning

For the purposes of this Contract crown thinning shall be fifteen per cent (15%), as per the European Pruning Guide. The Contractor shall also allow for the removal of any dead, damaged or diseased branches as part of the thinning operation. This may also include the removal of any windblown rubbish within the tree’s crown if specified by the Contract Manager. Branches should be removed systematically from throughout the tree’s crown rather than from the tree’s inner crown only. It is important that an even density of foliage is retained throughout, to provide an adequate framework for possible future crown reduction work, if required.

3.7.12 Removal of Deadwood

Unless specified otherwise, this refers to the removal of all dead, diseased or damaged wood throughout the tree in excess of twenty millimetres (20mm) diameter as well as all unwanted objects, such as windblown rubbish, tree houses, redundant cable bracing. Unwanted objects should only be specified for removal if they can be successfully removed without inflicting any undue damage to the tree concerned. Dead climbing plants/ivy can also be removed under this specification in relation to the relevant tree category and or as directed by the Contract Manager. This will involve the removal of all ivy and/or other climbing plants from

the canopy of the trees crown and main stem taking care not to damage tree branches or the trunk of the tree. Any ivy/climbing plant that is specified for removal will have been previously severed to ease removal. Removal of any ivy/climbing plant material shall be by use of handsaws secateurs only.

#### 3.7.13 Removal of Snags

All snags and broken hanging limbs which result from previous pruning or damage shall be removed to the main branch or limb except where they have completely callused over. This shall include any crossing branches where the upper branch shall be removed. This is to include removal of material fallen on ground.

#### 3.7.14 Crown Reduction and reshaping

Work shall be specified as a reduction overall or as targeted portions of the tree's crown height or branch length, in metres. In broad-leaved trees the complete outline dimension of the canopy shall be reduced, from the tip of the leader and the other limbs and branches to the main stem, by shortening growth to an acceptable lower branch to leave a flowing silhouette. Crown reshaping will be specified by the Contract Manager as a reduction of both height and/or spread of one or more portions of the crown, selectively and not necessarily the whole of the tree's crown or all in one go. Any crown reduction work specified shall retain an overall appearance typical for the species or variety of tree concerned. As a general principle following any reduction work there should be a strong framework of healthy branches and twigs retained (leaf bearing structure), capable of producing dense leaf cover during the following growing season.

#### 3.7.15 Crown Lifting

The object of this work is to increase the distance between the ground and the lowest branch thereby allowing the safe passage of pedestrians, vehicles and in some cases to allow light to penetrate beneath a trees crown. This shall entail the removal of the lower branches from the main stem or branch system up to a specified height. The height specified should preferably not result in the removal of more than 15% of the trees living crown height. Also the remaining crown height should make up at least two thirds of the height of the tree.

### **Pollarding/Pleeching**

**Cyclical Pollard or Pleeching** - is defined as the removal of all growth (Including Epicormic growth) of a tree or shrub back to a pre-determined pollard framework of larger limbs. The pollarding will be carried out in accordance with the Pollarding Policy and is separated into three distinct categories.

Repollard actively managed pollards up to five (3-5) years regrowth

Repollard semi lapsed pollard approximately five (5) to fifteen (15) years regrowth

Repollard lapsed pollard approximately fifteen (15) years plus (+) regrowth

All trees once pollarded will fit into the active management category and will then be repollarded cyclically every 3-5 years. Regrowth sizes are approximate and will rely on a certain amount of Arboricultural knowledge to determine which category the tree fits within. Sizes of regrowth may vary due to factors such as species, location and age. Any disputed categorisation will need to be discussed and agreed by both the contractor and contracts manager. Further detail of the three (3) regrowth age categories and comparison sites can be found within the Council's Pollard Policy (see Appendix 1).

#### 3.7.16 Removal of Epicormic Growth

Used in this context, epicormic shoots are 'water' shoots arising from adventitious or previously dormant buds on the main trunk or branch structure higher up the stem than two point one metres (2.1m) These shall be removed as close to the main stem or parent branch as possible preferably by hand tools only to avoid flush cutting or tearing of bark. This works will be required to be completed as a cyclical service.

#### 3.7.17 Basal Suckers and Sprouts

Used in this context, basal suckers are shoots arising from the base of the tree, its roots or the graft union. These shall be removed from source and not cut off at ground level. Sprouts are defined as epicormic growth arising at the base of the bole of species such as Tilia, and Populus. These shall be removed as per 6.4.13. This works will be required to be completed as a cyclical service.

#### 3.7.18 Formative Pruning of Young Trees

The main aim of formative pruning is to produce a tree which in maturity will be free from any major physical weaknesses and which will complement the management objectives for the site.

This will usually consist of light minor pruning to newly planted or young trees in order to facilitate natural crown development, by the removal or shortening of double leaders and any crossing limbs and branches that will be the source of a future nuisance. Ideally, none of the selected branches to be removed should exceed 20mm in diameter at the point of attachment to the stem.

As part of a formative prune the Contract Manager may request that the Contractor to supply and fit or replace tree ties - Remove any worn or defective existing ties, nails or staples. Fit three(3), fifty millimetre (50mm) wide nylon webbing ties securely around the tree and nail the ties to three stakes positioned as a triangle surrounding the tree using galvanised nails of appropriate size. Removal of old tree tie(s) and stake(s) - Care shall be taken throughout the operation to avoid disturbance or damage to the tree. Remove any existing ties from the tree and remove the whole of any existing stake(s) where possible. On no account unless specified by the contract manager is the tree stake to be sawn off a ground level. Any remaining hole should be filled to existing ground level with

appropriate imported topsoil and the area around the base of the tree cleared of any rank weed growth, litter or other debris.

#### 3.7.19 Selective pruning: Lifting Branches Overhanging a Path or an Adjacent Property, Boundary or Obstacle

Branches should be individually removed or shortened to increase horizontal or vertical clearance from a feature. The work specification will state the feature and the clearance to be achieved.

As a guide, tree branches should be pruned to give a minimum clearance of three metre (3m) above ground level, or two metre (2m) above or away from the obstacle in question.

#### 3.7.20 Removing Overhanging Branches

All branches overhanging an adjacent property, structure or boundary should be removed providing that the works will not cause undue damage to the tree and will retain its appearance in the landscape. If such work is considered necessary, the amount of material to be removed and the diameter(s) of the pruning cut(s) will be the minimum required for the purpose. These branches will be clearly specified or shown on a photograph if more detail is required e.g. clearance of CCTV cameras.

#### 3.7.21 Singling a multi-stemmed tree

This operation shall consist of removing individual stems from a multi-stemmed tree, generally one of coppice origin, to retain the best individual stem to grow on to a specimen tree. This will only be specified in relation to trees as directed by the Contract Manager.

#### 3.7.22 Straight Felling

This operation shall consist of the felling of the whole tree to within one hundred millimetres (100mm) of ground level, unless otherwise specified, in one operation. If this is not possible it will be at the discretion of the Contract Manager to approve the Sectional Felling/Dismantling in accordance with Section ~~6.4.24~~ 3.8.18. Following felling, if the stump is not to be removed, it shall be cut off smoothly as close to ground level as possible. Where the tree is growing in a hedge or fence-line, the Contract Manager may require that the stump be left level with the top of the hedge or fence or at any other required height in which case the final cut shall leave the stump with a smooth, level surface. When stumps are on or adjacent to the highway, the Contract Manager may require the stump to be left at approximately one point one metres (1.1metre) high until ground out.

#### 3.7.23 Sectional Felling/Dismantling

This operation shall consist of the felling of a tree in sections of a size appropriate to the location, using ropes and other appropriate equipment where necessary to lower the sections. Where the Contract Manager determines that a tree is to be felled in sections, UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR ATTEMPT TO STRAIGHT FELL IT. In the event of the Contractor, following a risk

assessment, concluding that any such tree cannot be felled in sections for safety reasons, he shall immediately report this to the Contract Manager in order to obtain further instructions.

#### 3.7.24 Cutting up Fallen Tree

The cutting up and removal of a fallen tree, where the tree has snapped above ground level, the Contractor will in addition, fell the standing remnant as per section 3.8.17 above. Where the tree has been windthrown with the rootplate out of the ground, the Contractor will cut the stem off approximately one hundred millimetres (100mm) above the original soil level or as directed by the contracts manager. See 6.4.28 for rootplate treatment.

#### 3.7.25 Clearance of fallen branches

When instructed, the Contractor shall attend site, collect and dispose of all fallen branches.

#### 3.7.26 Stump Grinding

This operation shall consist of the removal by mechanical grinding machine of the whole stump area including buttress and surface roots arising from or near to its base. Unless otherwise directed by the Contract Manager, this operation shall be to a minimum depth of 300 hundred millimetres (300mm) below ground. The Contract Manager may determine that the grinding shall be done by pedestrian grinder and in such cases; under no circumstances shall the grinding be done by tractor mounted grinders.

Any void caused by the stump being removed within the highway being a paved or tarmac surface will be back filled with an agreed aggregate/roadstone (not the arisings from the grindings) and compacted down until flush with pavement/ground level; this is to be a temporary fill until the Council's civil contractors can complete the works. Where a safe surface for pedestrians cannot be achieved, the Contractor to fence off the hole with appropriate barriers to prevent risk to the public. Upon completion of the work the Contractor must inform the Contract Manager of the condition of the finished surface.

All other Council sites where the stumps are within natural surfaces the void shall be filled with topsoil in accordance with BS3882:2015 (as amended) recommendations and classification for topsoil and compacted down until firm and flush with ground level. The area in which the stump has been ground is to be left in a safe condition. If within a twelve (12)-month period of the date of grinding the tree pit surface has dropped the Contractor will be expected, at their own expense, to re-visit the site, fill with topsoil and re-compact until flush with ground level.

All arisings from operations shall be removed to a legal tip. None of the arisings shall be used as part of the backfill for the hole resulting from the operations unless specifically authorised by the Contract Manager.

### 3.7.27 Stump Grubbing

This operation shall consist of the complete removal of the stump including buttress and surface roots arising from or near to its base by means of excavation and/or winching. The supervising officer will determine the depth of grubbing in each case.

All arisings from operations shall be removed to a legal tip. None of the arisings shall be used as part of the backfill for the hole resulting from the operations unless specifically authorised by the Contract Manager.

### 3.7.28 Treatment of Cut Stump With Pesticide

The Contractor to treat the cut stump of a tree with an approved pesticide specified by the Contract Manager, as per manufacturer's instructions, and continue treatment until the stump is dead. Torbay Council aspires to become chemical free so the use of any pesticide will require Contract Manager approval prior to ANY application.

### 3.7.29 Burial of Rootplate

Contractor to excavate a hole adjacent to rootplate, and bury rootplate in hole, with a minimum depth of cover of five hundred millimetres (500mm), ensuring that no voids are left, and that soil is well compacted as it is replaced. The final soil level to be seventy-five millimetres (75mm) proud of adjacent surface to allow for settlement; importing soil if necessary. All excess soil to be removed from site.

If within a twelve (12)-month period of the date of rootplate burial the hole has dropped the Contractor will be expected, at their expense, to re-visit the site, fill with topsoil and re-compact until flush with ground level.

### 3.7.30 Removal of Rootplate from Site

Contractor to remove the rootplate from site, to an appropriate disposal site in accordance with current waste disposal regulations.

### 3.7.31 Tree Watering and Maintenance Visits

The Contractor shall apply between fifty-seven (57) litres per fortnight (one hundred and fifteen [115] per month) and one hundred and ten (110) litres per fortnight (two hundred and twenty [220] per month) depending on the size class of tree planted of water/tree/visit evenly distributed to the root zone of the newly planted tree and apply at a rate which avoids run-off or washing away of topsoil or mulching materials. The contract manger reserves the right to vary the watering rate depending on the site and weather conditions.

Where an irrigation tube/system is present, this should only be used in the second watering year with fifty (50) litres of water evenly distributed to the root zone of the tree and a further fifty (50) litres delivered into the irrigation tube/system. Any obstructions or blockages to an irrigation system should be cleared prior to application of water. Water should then be applied via hose pipe to achieve soil

saturation without surface run-off. Any litter or other material blocking the irrigation pipe should be extracted and removed from site. If watering is required in the third year then all one hundred (100) litres of water will be delivered into the watering tube/system.

Where there is no irrigation system adequate penetration of water to the soil should be achieved by lightly forking the soil surface creating at least three holes of twenty-five millimetres (25mm) diameter and three hundred millimetres (300mm) depth using a digging bar or similar tool. These holes should be three hundred millimetres (300mm) to six hundred millimetres (600mm) away from the base of the tree and distributed evenly around it. Water should then be applied in equal amounts to each of the holes in turn to achieve soil saturation without surface run off.

Whilst watering is being carried out the area around the base of a tree should be cleared of any litter or debris, any rank weed growth be hand pulled or physically removed and any bare earth surface lightly forked over to create a clean tilth. If present, woodchip or bark mulch should be turned over and re-applied evenly if required as stated below. Tree ties should be checked and maintained where necessary. Care must be taken throughout the operation to avoid disturbance or damage to the tree. Check existing tie, loosen around main stem of tree as necessary to allow expansion growth of main stem, secure to stake as necessary using galvanised nails of appropriate size.

The Contractor will be required to supply a one metre (1m) mulch circle (one hundred millimetres [100mm] in depth) around the base of a tree. No mulch should touch the stem of the tree. The end of any watering tube shall be kept clear of mulch.

#### 3.7.32 Non Common Works

From time to time the Contractor may be instructed to undertake work of a non-common nature. Where these works are outside the scope of the typical day to day activity the works shall be costed and a price supplied detailing the expenditure and to be agreed prior to the works being carried out.

#### 3.7.33 Supply and Apply Chemical Weed Control

The Contractor shall supply and apply chemical spray in accordance with manufacturer's instructions and in accordance with Control of Substances Hazardous to Health (COSHH) regulations. Any chemical spray to be used will be agreed with the Supervisory Officer. Application shall ensure that only the area specified be treated and that no chemical comes into contact with the tree being treated. Chemical shall be applied around the base of the tree in an area extending three hundred millimetres (300mm) on all sides of the main stem. All works to be charged using the submitted hourly rates plus the cost of the chemical. Torbay Council aspires to become chemical free so the use of any pesticide will require Contract manager approval prior to ANY application.



### 3.7.34 Tree Planting

The Contractor may be required to undertake tree-planting works as part of the Contract. All planting works shall be carried out in accordance with the technical standards published in the BS8545: 2014 Trees: from nursery to independence in the landscape – recommendations or as identified by the Contract Manager. All works to be charged using the submitted hourly rates or day rates, as well as a clear breakdown of cost for any other specific machinery required or equipment used. The Contractor will supply a tree planting method to be agreed by the Contracts Manager. The Contract Manager reserves the right to vary the planting specification depending on any site constraints and weather conditions. All above and below ground anchoring sundries required for securing trees will be supplied by the Contractor to fit.

### 3.7.35 Access to Council Parks and Gardens

The Contractor's workforce shall use the recognised accesses to the site. Any complaints due to the non-use of recognised accesses will result in the Contract Manager insisting that the proper access ways shall be used.

The Contractor is to ensure that any vehicles used on the Contract are not likely to cause damage to any access, roads, paths, or ornamental features.

The Contractor to make good any damage caused to the site by vehicles, plant or staff, at his own expense to the satisfaction of the Contract Manager.

The Contractor must ensure that where access has been gained to a site by unlocking a gate or removing a bollard or barrier, the access is resecured and locked where applicable immediately behind the Contractor's vehicles using the access.

The Contractor shall ensure that site transport directly or indirectly involved in the works shall at all times when leaving the site be in a state of cleanliness to prevent the fouling of public or private highways leading from the site.

## 3.8 Arboricultural and Ecology Consultancy

### Specification for Arboricultural and Ecology Consultancy for Spatial Planning and Parks and Green Infrastructure

#### 3.8.1 Scope of Consultancy Services

##### (a) Arboriculture

To primarily carry out a review of Area Tree Preservation Orders to include where appropriate existing or new orders as required. Assess tree work applications and notifications under the Conservation Areas and or Tree Preservation Orders. Carry out site visits and detailed assessments of complaints submitted to the Council under the Part 8 Anti-social Behaviour Act 2003.

To provide arboricultural responses to planning applications

The successful Tenderer will work with the Parks and Green Infrastructure team in reviewing and inspecting trees or hedges in private ownership and recommending appropriate works. All decisions relating to the work to be carried out will be the responsibility of the Contract Manager based on recommendations of relevant officers within the Parks and Green Infrastructure Team.

A major element of the contract will require visiting sites on the Council's/SWISCo's behalf, representing its interest in respect of the above tasks. As such considerable weight is attached to the issue of trust. To meet such targets and deadlines as may be agreed with the contracts manager.

To supply technical cover in the absence of the Contract Manager within the Parks and Green Infrastructure Team.

(b) Ecology

To deliver high quality ecological surveys, guidance and practical conservation design and implementation within sensitive areas throughout Torbay as requested by the Contract Manager.

i Ecology detailed Specification

The Applicant must be licensed or working towards being licensed in a variety of protected species by Natural England and The Countryside Council for Wales and also members of The Institute of Ecology and Environmental Management and are committed to the Institute's Code of Professional Conduct.

Will need to deliver an extensive range of services within the field of ecology, land use and planning sectors, as listed below:

ii Protected species

Required to be experienced in designing and successfully implementing, comprehensive translocation and mitigation schemes for protected species.

iii Habitat assessment and site impact surveys and reports

To offer nationally standardised systems of surveying, classifying and mapping wildlife habitats using Phase 1 and 2 habitat survey, habitat suitability indices and NVC survey methodologies.

iv Habitat enhancement, creation and restoration

To offer specialist services such as habitat enhancement and creation works, including wildflower translocation, installation and maintenance

of wildlife exclusion fencing, hibernacula construction, scrub removal and sensitive habitat management.

- v Management planning, Monitoring and Conservation advice
- To offer an abundance of site-specific advice for the conservation of an array of frequently encountered plants and animals. To be able to produce management plans for use in a variety of land use settings not only at development sites but also woodlands, public parks, nature reserves and anywhere Torbay Council wish to clearly define a set of objectives and/or targets for maintaining biodiversity
- vi Ecological Clerk of Works
- Providing services of a professional ecologist onsite to conduct to liaise with site contractors or to carry out watching briefs when working in sensitive habitat areas. Providing professional guidance to ensure that a scheme achieves ecological best practice at every stage of the projects development.
- vii Wildlife barrier and exclusion fencing
- To offer a full range of research and advisory services to the Parks and Green Infrastructure Team as requested. On various wildlife barriers and exclusion fencing to include temporary, semi-permanent, permanent and marine type fence.
- viii General advice
- Preliminary advice on projects during early development stages to inform officers on planning applications and to determine the likely scope of ecological work required for any projects undertaken by the Parks and Green Infrastructure Team.
- ix Protected Species Surveys
- Professional survey work relating to UK protected species and habitats such as:
- Bats
  - Barn Owls
  - Badgers
  - Breeding birds
  - Cirl bunting
  - Great crested newts
  - Invasive plant species

- Invertebrates - Aquatic, including crayfish
- Invertebrates - terrestrial
- Otters
- Reptiles
- Water voles
- Vegetation and flora

### 3.9 Arboricultural Detailed Specification

#### 3.9.1 Area Tree Preservation Orders Review and making of new orders

To identify with the Parks and Green Infrastructure manager for SWISCo Tree Preservation Orders, which require review. To survey in respect of the making of new orders as required. To carry out a landscape amenity appraisal and planning history search relating to the area covered or to be covered. To prepare all documentation relating to the new Tree Preservation Order in readiness of serving. Following the serving of any new Tree Preservation Order the Tenderer shall co-ordinate any responses required following submissions of representation.

#### 3.9.2 Application for tree work under a Tree Preservation Order and notification for tree works within a Conservation area

Carry out detailed inspections to an agreed format as required to make recommendations to the contracts manager for confirmation by the Service manager Specialists Service for Planning and Development Services Torbay Council in relation to notification for tree works within a Conservation area (Section 211) and/or applications for tree work protected by a Tree Preservation Order.

#### 3.9.3 Tree work applications

Carry out a review of replanting requirements pursuant to consent to remove trees and ensure compliance. Make recommendations and prepare a Tree Replacement Notice where required.

#### 3.9.4 Emergency cover

To provide emergency cover for the Parks and Green Infrastructure team at SWISCo in the event of long term absence of that officer, with prior written agreement. This will require the successful Tenderer to be fully conversant with the Council's software system and working practices as they relate to the function of the Parks and Green Infrastructure service department. The successful Contractor will be granted a period of time in which to become accustomed to their work environment, the length of which will be mutually agreed upon award of the Contract.

For the purposes of the making of final decisions, the SWISCo/Council's Authorised Representative holds the principal authority.

### 3.9.5 Survey requirements

All surveys shall be carried out using an agreed method by Torbay Council to include digital photography, amenity assessment, health and safety and Quantifiable Tree Risk Assessment/VALID. All information shall be submitted in an electronic format. All mapping information required as part of the contract shall be carried out in line with either the Council's GIS systems (MapInfo Professional) or the SWISCo approved tree management software.

### 3.9.6 Document preparation

All related paper work relating to a Tree Preservation Order shall follow the guidance within the ODPM Tree Preservation Orders 'A Guide to the Law and Good Practice'. All related paper work relating to High Hedges shall follow the guidance within the ODPM High Hedges Complaints: Prevention and Cure.

### 3.9.7 Highway Hedge Management

The Contract may be required to support the management of a number of highway and Park hedges to be managed throughout the year. The programme of work is yet to be finalised but will be instructed throughout the term of the Contract by the SWISCo Contract Manager.

### 3.10 Further Information

#### 3.10.1 Liabilities

The Contractor is responsible for all operational activity. Any damage or injury sustained during the operational undertaking from instructed and prescribed works by the SWISCo Contract Manager is the sole responsibility of the Contractor. Should an injury or damage occur once the prescribed works have been completed, prior to an audit of the site, and a failure occurs as a result of incomplete works that will be the sole responsibility of the Contractor.

Torbay Council/SWISCo are responsible for the assessment of tree health. Where injury or damage occur as a result of the tree assessment that is the sole responsibility of Torbay Council/SWISCo.

Where Torbay Council/SWISCo, under the terms of the Contract, procure arboricultural or ecological consultancy services from the Contractor any damage or injury arising from the procured engagement will be the sole responsibility of the Contractor.

## 4. Contract and Performance Review Requirements

### 4.1 Management Information

The Contractor should, by way of on-going Contract performance be prepared to produce key management information. The exact format and duration will be agreed between the Contractor and Contract Manager. The Contractor should be able to produce the agreed management information in electronic format such as Microsoft Excel. This will be at no cost to SWISCo and shall be provided at a frequency to be decided between the Contractor and Contract Manager. The Contractor is expected to use the agreed software system to share live information and workflow data. (Currently this system is not yet agreed 2021)

The Contractor will be required to produce management information for the following, but not limited to: -

- Call out times to resolution
- Hours taken to resolution
- Location of tree
- Amount of re-work on same problem
- Invoice submittal
- Invoice payment
- Rebates

### 4.2 Formal Performance Reviews

This Contract is subject to formal performance reviews, which are envisaged to occur at three-monthly intervals, the details of which are to be mutually agreed post-award.

### 4.3 Schedule of Performance Indicators

These performance indicators may be set against criteria and reviewed at formal performance reviews.

No.	Identification of Risk/ Outcome to be Delivered	Measurement of Performance	Consequence of Poor Performance
	For the Contractor to ensure that it and all of its members of staff uphold their duties in respect of the relevant legislation covering all aspects of Equality and Diversity	The Authority will periodically review any issues, and raise at the appropriate forums	The Authority reserves the right to apply Schedule 14 of the Contract should it be deemed necessary
	Manner and appearance of Contractor's staff to be polite and professional at all times	The Authority will periodically review any issues, and raise at the appropriate forums	The Authority reserves the right to apply Schedule 14 of the Contract should it be deemed necessary
	All work to be carried out to BS3998:2010 (as amended)	Torbay Council Contract Manager to conduct spot checks, audits of service and any other tests and inspections that are deemed necessary	Any works not conducted in accordance with BS3998:2010 (as amended) to be re-worked where possible. Where it is not possible to re-work, for the Service Provider and Contract Manager to agree a suitable resolution. Any further activity will be carried out at no extra cost to the Authority

	<p>All work to be carried out in compliance with the Health and Safety and Work Act And Management of Health and Safety Regulations</p>	<p>0% incidents constituting non-compliance to be reported to the Contract Manager or to be found to be reported to the Health and Safety Executive whilst performing the duties specified under this Contract. Contract Manager to conduct spot checks, audits of service and any other tests and inspections that are deemed necessary</p>	<p>Any works found not to be conducted in compliance with the Health and Safety and Work Act to be subject to a review of the service and the Service Provider and Contract Manager to agree a suitable resolution, which may include further training or any other suitable alternative</p>
	<p>All work to be carried out in compliance with 'Safety at Street Works and Roadworks: a Code of Practise (as amended)</p>	<p>0% incidents constituting non-compliance to be reported to the Contract Manager or to be found to be reported to or to the Health and Safety Executive whilst performing the duties specified under this Contract. Contract Manager to conduct spot checks, audits of service and any other tests and inspections that are deemed necessary</p>	<p>Any works found not to be conducted in compliance with the 'Safety at Street Works and Roadworks: a Code of Practise (as amended) to be subject to a review of the service and the Service Provider and Contract Manager to agree a suitable resolution, which may include further training or any other suitable alternative</p>
	<p>All work to be carried out in compliance with the New Roads and Streetworks Act 1991</p>	<p>0% incidents constituting non-compliance to be reported to the Contract Manager. Contract Manager to conduct spot checks, audits of service and any other tests and inspections that are deemed necessary</p>	<p>Any works found not to be conducted in compliance with the Roads and Streetworks Act 1991 (as amended) to be subject to a review of the service and the Service Provider and Contract Manager to agree a suitable resolution, which may include further training or any other suitable alternative</p>



	Service Provider to respond to emergencies Monday to Sunday, 24 (twenty-four) hours per day	Service Provider to be on-site within one (1) hour from receiving the initial message (pager, telephone call, etc.)	Any incidents of non-compliance to be discussed between the Service Provider and Contract Manager and a suitable resolution to be reached. The Authority reserves the right to apply Clause 8.4 of Torbay Council's Standard Terms and Conditions of Contract for the Purchase and (Continuing) Supply of Goods and Services should it be deemed necessary
	Service Provider to respond to messages (pager, telephone call, etc.) in a timely manner	All messages to be verbally responded to within ten (10) minutes. (An answer phone reply will not constitute a satisfactory response)	Any incidents of non-compliance to be discussed between the Service Provider and Contract Manager and a suitable resolution to be reached. The Authority reserves the right to apply Clause 8.4 of Torbay Council's Standard Terms and Conditions of Contract for the Purchase and (Continuing) Supply of Goods and Services should it be deemed necessary
	For a programmed response the contractor shall complete the works/services within the timescales agreed in writing with the Authority	Performance description to be satisfied not less than 98% of the time in any month.	Monthly report completed by contractor
	For the contractor to ensure work programming and team location reports provided on a daily basis, timescales to be agreed in writing with the Authority.	Performance description to be satisfied not less than 98% of the time in any month.	Daily report completed prior to works scheduling. Monthly report on performance completed by contractor.

**Applicants are encouraged to include their own Key Performance Indicators to assist in the success of the resultant Contract**

# 5 Staffing

## 5.1 TUPE

- 5.1.1 The Authority highlights that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) *may apply in relation to the current external contractor's staff.*
- 5.1.2 In order to obtain the base data of staff who will or may transfer under TUPE (Appendix C Base Data of Staff) Applicants are required to complete and return a Confidentiality Agreement (Appendix B) through the e-tendering portal's messaging facility, at Stage Two of the tender process.
- 5.1.3 The Contractor shall indemnify the Authority against all expenses arising out of any claim made by any employee or former employee of the Authority or existing contractor (who, as a result of the operation of TUPE, or subsequent amendments, transferred to the employment of the Contractor) or by the existing contractor itself, which results from any act or omission of the Contractor.
- 5.1.4 The Contractor shall not bring any claim against the Authority in connection with TUPE or any subsequent amendments to such regulations.
- 5.1.5 Should TUPE apply to this Contract:
  - 5.1.5.1 The successful Applicant should be mindful of the uncertainty of the situation for the staff who may transfer and that any anxiety from staff can be transferred to the people who are in the Service.
  - 5.1.5.2 Depending on the details of the transfer, all or only part of a team may be transferring. To alleviate anxiety the successful Applicant is required to clarify as soon as possible who is transferring. Consideration should also be given to any volunteers within the Service and separate discussions held about their position.
  - 5.1.5.3 The successful Applicant should ensure communications and transfer of information are accurate, open and as timely as possible, so the transfer process is smooth and transparent for staff.
- 5.1.6 The Authority highlights that The Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply to this Contract. Applicants should refer to the guidance in Part 1 Information in relation to TUPE.
- 5.1.7 The Authority cannot guarantee the accuracy of the information provided by the outgoing contractor and advises Applicants to seek their own advice in relation to TUPE matters.
- 5.1.8 The successful Applicant will be required to work with the outgoing contractor to prepare and agree a communication plan for consultation with affected staff. This Communication Plan will form part of the overall Service Implementation Plan and will be monitored by the Service Commissioners.

## 7 Health & Safety

- 7.1 The Contractor will be required to comply with their Health & Safety Policies to deliver the services under this Contract.

## 8 Invoicing

- 8.1 All invoices and deliveries should clearly state the order number to which the invoice/order refers; the location of the works carried out, in the case of an emergency call out the person's name that raised the call and the number of operatives onsite including duration. This should and should be sent to the address quoted on the order form, unless specified by the Authority.
- 8.2 All invoices are to be submitted electronically monthly and within 5 working days of the following month on the completion of the previous month's work.
- 8.3 Payment will be made by BACS within 30 days of receipt of an undisputed invoice.
- 8.4 Payment will be made by SWISCO.

## 9 Added Value

### 9.1 Further Services Offered

The Applicant will be expected to suggest as part of its response to the Evaluation Questions any additional products or services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to the Authority. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

### 9.2 Partnership working/Community engagement

Throughout the term of the Contract working within the community as part of the Tree Warden scheme, 'Friends' groups and associated community engagement groups will be required.

The time and resource given to 2.9.1 and 2.9.2 will be free of charge. The hours/days provided will be agreed at a per annum rate post award of the Contract.

### 9.3 Social Value, Sustainability, Environmental Considerations

- 9.3.1 The Authority is seeking a Provider who will add value to the Contract by providing additional community benefits which support the Council's ambitions for a prosperous and healthy Torbay, as identified in the Corporate Plan 2019-2023:

<http://www.torbay.gov.uk/council/policies/corporate/corporate-plan/>

- 9.3.2 Applicants should take into account the following key areas in formulating their response:

- Donations or in-kind contributions to local community projects (£ and

materials)

- Volunteering time dedicated to support local community projects
- Support provided to help local community draw up their Community Charter or Stakeholder Plan
- To undertake supply chain audits to identify and manage the risk of modern slavery occurring
- Public and private sector organisations buying more from businesses making measurable commitments towards sustainability, or satisfying other relevant requirements and certifications (e.g. to use local produce, reduce food waste, and keep resources in circulation longer)
- Commitment for invoices to be paid within 30 days
- Career talks, curriculum support, literacy support, safety talks delivered to local schools and colleges
- Training opportunities leading to vocational qualifications (BTEC, City and Guilds, NVQ, HNC) to be supported by local employers
- More use of sustainable energy sources in local industrial processes and business operations (e.g. renewable energy)
- Commitment to achieve net zero carbon by 2030 with the inclusion of monitoring with specific milestones
- Monetary contributions to offset equivalent tonnes of carbon where carbon cannot be reduced within the Contract's timeframe
- To achieve a Carbon Certification
- Less air pollution from transport through utilising cycle to work schemes and use of public transport etc.
- More infrastructure for low or no emission vehicles (electric cars, hybrid cars, etc.)
- Higher number of fleet or construction vehicles that comply with EURO 6 emission standards or is LEV
- Monitoring fleet emissions as part of the contract
- Increased number of contractors operating low or zero emission vehicles
- Supply chain to achieve Carbon Certification
- Requirements for suppliers to demonstrate climate change and carbon reduction training for all staff
- Innovative measures to safeguard the environment and respond to the climate emergency
- Donations or investments attributable to the contract geared towards environmental and biodiversity conservation and towards sustainable management projects for both marine and terrestrial ecosystems

- Donations or investments attributable to the contract geared towards expert designed sustainable reforestation or afforestation initiatives

## 10 Awarding the Contract on Behalf of Other Contracting Authorities

- 10.1 The Council is not purchasing on behalf of other contracting authorities and the Contract will be managed and administered by SWISCo<sup>1</sup>.
- 10.2 Torbay Economic Development Company Ltd T/A TDA, a wholly owned company of Torbay Council, may request SWISCo to provide services under this Contract to schools and other public sector clients.
- 10.3 In addition, SWISCo may use this Contract to deliver Green Infrastructure services to the following:
- Educational Establishments
  - SWISCo Highways
  - Estates Department Torbay Council
  - SWISCo Parks Department
  - Torbay Council Car Parks

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<sup>1</sup> SWISCo is a limited company wholly owned by, and providing services on behalf of, Torbay Council. Registered in England and Wales, no 12213029. Registered office Town Hall, Castle Circus, Torquay, Devon, TQ1 3DR