

**Tree Management Works**

**Document Two**

**Specification**

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14. **Definitions**
	1. The definitions of terms and/or acronyms used within this procurement are set out in Table A, below.

**Table A**

|  |  |
| --- | --- |
| Contract | The legal agreement between the Contractor and the Council, which details the Council’s requirements, terms and conditions. |
| The Contractor | The company who wins the Contract, following evaluation of all bids received by the Council. |
| The Council | Corby Borough Council. |
| Default | Failure by the Contractor to fulfil its obligations and/or maintain its minimum agreed service levels under the Contract. |
| Failure | A failure by the Contractor to perform one or more of the requirements set out in the Contract. |
| Month | A calendar month. |
| Parties | Corby Borough Council and the successful Contractor. |
| Progress Meeting | A meeting between the Council’s Representative and the Contractor’s Authorised Representative. |
| Representative | Means, in relation to a Party, its employees, officers, representatives and advisors. |
| Service Level | The minimum level of service required of the Contractor by the Council when performing the service detailed in the Contract. |
| Site | any premises (including the Council’s Premises, the Contractor’s premises or third party premises) from, to or at which:* 1. the Service is (or is to be) provided; or
1. the Contractor manages, organises or otherwise directs the provision or the use of the Service.
 |
| Start Date | The date the Contract start. |
| Working Day | Monday to Friday, excluding any public holidays in England and Wales. |

1. **Introduction**
	1. The Council is seeking a suitably qualified and experienced Contractor to carry out all recommended tree works from the recent borough wide tree survey at Hazel and Thoroughsale (Corby Boating Lake), Kingswood Local Nature Reserve and West Glebe.
2. **Background**
	1. The recent borough-wide tree survey has resulted in recommended works for Hazel and Thoroughsale Woods (Corby Boating Lake) Kingswood Local Nature Reserve and West Glebe Park. The works are beyond the capabilities of both the Woodland Project and Shared Services and as such a Contractor is being sought to complete them.
	2. If the works are not carried out, then the Council could be held liable if any of the highlighted trees subsequently fail. The health and safety of our visitors is paramount and it is imperative that the works be carried out by March 2021.
	3. The environment of each of the spaces will be greatly improved by the works. The trees identified are either dead, dying or diseased and are therefore a risk to general users. The Contractor will be asked to leave some wood on the ground for habitat purposes with the rest used to supplement the Woodland Projects social enterprise providing an income boost for the project. The Woodland Ranger will be on Site each day to ensure the works have been undertaken in a safe and efficient way.
	4. The works will be promoted through social media and the five (5) “Friends Of” groups ensuring residents are aware of both the works and why they are necessary.
3. **Scope**
	1. In 2019, a borough-wide tree survey was requested by the Council, to determine the condition of all trees in high footfall areas within Kingswood Local Nature Reserve (LNR), West Glebe and Hazel and Thoroughsale Woods in Corby.
	2. The purpose of the survey was as follows:
		1. Make a visual appraisal of the overall condition of the trees;
		2. Identify potential hazards and establish severity;
		3. Make recommendations for remedial work; and
		4. Ensure duty of care is observed by the tree’s owners and to provide recommendations for any work deemed necessary to prevent failure.
	3. All recommended works are included in the three (3) spreadsheets of works which have been embedded at the Statement of Requirements of this Specification and are to be completed by March 2021. The successful Contractor will be given access to the Abortrack software, which provides all mapping information and recommendations for each tree.
	4. In addition to the requirements contained in the Conditions of Contract and Specification, all tree surgery operations shall be undertaken in such a manner as to ensure that each tree retains a well-balanced crown, of natural appearance, which is typical of the species. All works carried out must leave each tree capable of assuming normal growth and development.
	5. All works shall be carried out in accordance with British Standard 3998:2010 ‘Recommendations for Tree Work’ or EU equivalent including all future revisions and additionally the details contained in this Specification.
	6. This contract must be concluded by no later than Friday, 26th March 2021.
4. **Statement of Requirements**
	1. The Statement of Requirements is detailed within the three (3) Management Works Spreadsheets, embedded below. To open the embedded spreadsheets, **double click on the document icon**.
		1. Corby Boating Lake Management Works



* + 1. Kingswood Management Works



* + 1. West Glebe Management Works



1. **Quality Requirements**
	1. **Health and Safety**
		1. **Compliance**
2. Compliance with the Health and Safety Executive guidance on tree works: <https://www.hse.gov.uk/treework/safety-topics/index.htm>
	* 1. **Gang Structure**

All tree work gangs shall consist of at least two (2) persons who shall be trained and competent in all aspects of tree work. At least two (2) operatives of any tree gang shall be trained First Aiders and will carry all necessary risk assessments and method statements on them at all times. Operatives must report to Culture and Leisure Office upon arrival and departure every day by contacting 01536 464042

* + 1. **Tree Rescue**
1. All tree work gangs shall consist of at least two (2) persons trained in aerial rescue. Prior to carrying out any tree works required under the contract, each tree work gang shall implement a workable system of rescuing an injured climber from a tree.
	* 1. **Weather**
2. No tree work operations shall be carried out during periods of extreme weather (i.e. of wind, rain, snow or ice) except in emergency situations. In such cases, the work carried out shall be the minimum required by the Parks and Woodland Ranger, Sarah Ransom, to render the tree safe. Sarah can be contacted on 07966 155434. In the event of Sarah being unavailable Rebecca Jenkins, Woodland Manager should be notified on 01536 464019.
	1. **Reporting of Defects**
		1. If any defect is found within a tree which would make the specified work or remainder thereof inappropriate or inadequate, the Contractor must cease work and notify Sarah Ransom who will determine any appropriate alternative action which is to be taken. Where such a defect constitutes an imminent threat to public safety or property, the Contractor shall take appropriate action to exclude the public from the area of danger, notify Sarah Ransom immediately, protect the location until the further instructions are given and, if appropriate, also contact the police.
	2. **Pruning Cuts**
		1. All final pruning cuts shall be made at a branch junction or when appropriate, a lateral growth point. Such cuts will be made just outside the branch bark ridge and branch collar leaving these two areas of tissue undamaged. A neat, circular wound should be left the size of which shall be kept to a minimum. Unless otherwise agreed with Sarah Ransom, chainsaws shall only be used to make final pruning cuts where the branch diameter exceeds 40mm and any smaller branches will be pruned by handsaw.
	3. **Use of Climbing Irons**
		1. Climbing irons shall not be used in the pruning of live trees and shall only be used during felling or dismantling operations, unless prior consent is given by Sarah Ransom or on the rare occasions when this is necessary during emergency works.
	4. **Winch Anchors**
		1. No trees are to be used as winch anchors without the prior consent of Sarah Ransom and these shall be protected as specified within this specification. Alternative types of winch anchor may be used provided they are safe, appropriate for the conditions prevailing at the location and the task to be undertaken, and are of a recognised arboricultural type prior approved by Sarah Ransom.
		2. Where Sarah Ransom has approved the use of particular trees as winch anchors, such trees will be adequately protected. Where spun nylon or webbing strops are used no protection will normally be required provided they are correctly installed. Where wire cable strops are used, the trees shall be protected by means of tyres or straw filled sacks and cordwood placed around the tree underneath the cable to spread the pressure over as large an area as possible. The above are only basic guidelines and the contractor will be responsible for assessing the appropriate protection requirements of each tree involved and ensuring that these are implemented.
	5. **Disposal of Arisings**
		1. All timber arisings will be left on Site in suitable locations i.e. not in the ditches or covering footpaths to be removed by the Woodland Project Team.
		2. Chippings should be chipped straight into a trailer and removed from Site. This is especially necessary for all works in Kingswood LNR.
	6. **Specific Tree Surgery and Felling Operations**
		1. **General Works**
3. The Contractor shall carry out as part of all tree pruning operations, unless otherwise agreed by Sarah Ransom, all or any of the following works as may be necessary:

Removal of basal sucker growth and epicormic growth from the main stem at ground level up to the natural crown break;

 Removal of any foreign objects from the tree where this can be done without inflicting any undue damage to the tree concerned;

 Removal of minor branches which obstruct overhead services, vehicles using the highway and vehicular accesses, pedestrian access, street lighting columns and road signs, to such an extent that no further obstruction occurs for a minimum period of three years or as otherwise determined by the supervising officer;

Removal of reverted branches from cultivars of tree species; and

 Severance at base of trunk of undesirable climbing plants.

If any of the above operations are likely to damage or detract from the natural appearance of the tree, Sarah Ransom shall be consulted before the works are carried out.

* + 1. **Crown Lifting**
1. This operation shall consist of the removal of lower branches, twigs and epicormic growth to a height determined by the contractors supervising officer in order to increase the clearance under the canopy of the tree.
	* 1. **Crown Cleaning**
2. This operation shall consist of the removal of dead and dying branches (in excess of 10mm diameter), any irreparably damaged or diseased branches and any crossing damaging branches.
	* 1. **Crown Thinning**
3. In addition of the removal of a proportion of secondary branch growth from throughout the crown of the tree including the main branch extremities to produce, an even density of foliage around a well-spaced and balanced crown structure to achieve an increase in light penetration through the trees crown.
	* 1. **Crown Reduction/Reshaping**
4. This operation shall consist of a reduction in the height and/or spread of the crown of the tree to be determined by the supervising officer whilst retaining a natural shape appropriate to the species. All cuts shall be made preferably at a suitable branch junction or if this is not possible at a lateral bud to leave a flowing branch outline free from branch stubs.
	* 1. **Pollarding**
5. This operation shall consist of a substantial reduction in the height and/or spread of the crown of the tree. All final cuts shall be made, where possible, at a branch junction of lateral growth point to leave a uniform shape to the remainder of the crown, from which a new crown can develop.
	* 1. **Straight Felling**
6. This operation shall consist of the felling to within 100mm of ground level unless otherwise agreed of the whole tree in one operation, where necessary with the assistance of a powered or hand winch. When 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 supervising officer may require at their sole discretion that the stump be left level with the top of the hedge, fence or at any other required height, in which case the final cut shall leave the stump with a smooth, level surface. Where necessary, trees to be felled shall be marked with paint by the supervising officer. Straight felling shall only be undertaken when there is no risk of damage to services, nearby trees, other highway features, adjacent property, parked vehicles etc.
	* 1. **Sectional Felling/Dismantling**
7. This operation shall consist of removing a tree in sections of a size appropriate to the location using various lowering systems with certified lowering ropes and techniques where necessary. Where the supervising officer determines that a tree is to be removed in sections, under no circumstances shall the Contractor attempt to carry out a straight fell. In the event of the Contractor considering that any such tree cannot be felled in sections, due to health and safety, they shall immediately report this to the supervising officer in order to obtain further instructions.
	* 1. **Removal of Heavy Limbs**
8. This operation shall consist of the removal of large limbs from mature trees which are to be retained. The limbs shall be removed in sections of a size appropriate to their location and dimensions. Where necessary, or if required by the supervising officer, these sections will be lowered from the tree using various lowering systems with certified lowering ropes and techniques, to avoid damage to adjacent features, surrounding buildings, ground surfaces, parked vehicles or the like.
9. **Implementation Criteria**
	1. The Contractor must provide an Implementation Plan for each Site detailing the commencement dates for all tree surgery works. The Council intends to publicise the works one (1) Month in advance of work beginning on each Site, to ensure members of the public and the Sites volunteers are well informed of the processes.
	2. The Contractor shall provide a draft Implementation Plan no later than one (1) week prior to the Start Date. Following receipt of the draft Implementation Plan from the Contractor, the Contractor and the Council shall agree the contents of the Implementation Plan.
	3. The Implementation Plan:
		1. must contain information at the level of detail necessary to manage the implementation stage effectively and as the Council may otherwise require; and
		2. it shall take account of all dependencies known to, or which should reasonably be known to, the Contractor.
	4. The Contractor shall provide each of the tasks identified in the Implementation Plan by the date identified, so as to ensure that each Milestone identified in the Implementation Plan is achieved on or before its Milestone Date.
	5. The Contractor shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Council on such performance.
	6. The Contractor shall keep the Implementation Plan under review in accordance with the Council’s instructions and ensure that it is updated for review Monthly from the Contract Start Date.
	7. The Council shall have the right to require the Contractor to include any reasonable changes or provisions in each version of the Implementation Plan.
	8. Changes to any Milestones and/or payments shall only be made in accordance with the express permission of the Council.
	9. Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Contractor to comply with the Implementation Plan shall be a material Default.
10. **Performance Standards**
	1. All sites are to be left safe and tidy at the end of each day. Limbs to be left in a manageable lengths ready for collection by the Woodland Project, chippings to be chipped into the woodland in suitable locations, approved by the Council.
	2. Tree works are to be completed in adherence to this Specification and the supporting documents.
	3. The Contractor must maintain and ensure full compliance with the Health and Safety Executive guidance on tree works: <https://www.hse.gov.uk/treework/safety-topics/index.htm>
	4. Any concerns raised by the Council will be remedied by the Contractor within forty-eight (48) hours
	5. All Risk Assessments and Method Statements (RAMS) will be provided to the Council by the Contractor prior to the commencement date.
	6. Each site is heavily used by the public and as such the use of signage and correct Personal Protective Equipment (PPE) will be used at all times as per the Contractors RAMS
11. **Project management and Monitoring Arrangements**
	1. The Contractor shall at all times provide the Works to meet or exceed the requirements set out in this Specification and any associated documents.
	2. The Contractor and the Council shall each appoint a Project Manager, through whom the provision of the Works shall be managed day-to-day.
	3. The Contractor and the Council shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of these Works can be fully realised.
	4. Routine inspections will be carried out at any location by the Council’s Authorised Representative on a weekly basis. Such operations will be carried out throughout the Contract period in order to check that works are being carried out or have been carried out in all respects in accordance with this Specification and any supporting documents.
	5. The Council’s Representative will record the date, time and main findings of all such inspections. In the event of any works which fail to meet the required standards being discovered, then the Council’s Representative shall notify the Contractor of the elements of works which fail to meet the required standard and the Contractor shall remedy same within forty-eight (48) hours of such notification.
	6. Following the Monitoring Arrangements set out above, if the level of performance of the Contractor:
		1. is likely to or fails to meet any Performance Standard; or
		2. is likely to cause or causes a Critical Failure to occur, the Contractor shall immediately notify the Council in writing and the Council, in its absolute discretion and without limiting any other of its rights, may:
12. require the Contractor to immediately take all remedial action that is reasonable to mitigate the impact on the Council and to rectify or prevent a Performance Standard failure or Critical Failure from taking place or recurring; and/or
13. if Performance Standards have not been met, make the deductions set out in clause 7 of the General Terms and Conditions; and/or
14. if a Critical Failure has occurred, exercise its right to terminate for material default.
	1. The Contractor and Sarah Ransom shall attend Progress Meetings to discuss progress on the project on a Weekly basis. These Progress Meetings will be the forum for the review by the Contractor and the Council of progress against the project. These meetings shall:
		1. take place at such location and time (within normal business hours) as the Council shall reasonably require; and
		2. be attended by the Contractor's Representative Sarah Ransom, Woodland Ranger.
	2. The Contractor shall provide to the Council such documentation as the Council may reasonably require as a part of this project.
15. **Risk Management**
	1. The Contractor and the Council shall pro-actively manage risks attributed to them under the terms of this Contract.
	2. The Contractor shall develop, operate, maintain and amend, as agreed with the Council, processes for:
		1. the identification and management of risks;
		2. the identification and management of issues; and
		3. monitoring and controlling project plans.
	3. The Contractor will allow the Council to inspect, at any time within working hours, the accounts and records which the Contractor is required to keep.
	4. The Contractor will maintain a risk register of the risks relating to the Service, which the Council and the Contractor have identified.
16. **Performance Bond / Parent Company Guarantee**
	1. A 10% Performance Bond or alternatively a Parent Company Guarantee is required as a part of providing this Contract to the Council.
	2. Draft templates of both documents can be found at the Annexes of this Specification document.
17. **Corporate Social Responsibility**
	1. Requirements
		1. In September 2017, HM Government published a Contractor Code of Conduct setting out the standards and behaviours expected of Contractors who work with government. ([https://www.gov.uk/government/uploads/system/uploads/attachment\_data/fi le/646497/2017-09- 13\_Official\_Sensitive\_Contractor\_Code\_of\_Conduct\_September\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/fi%20le/646497/2017-09-%2013_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf))
		2. The Council expects its Contractors and Sub-Contractors to meet the standards set out in that Code. In addition, the Council expects its Contractors and Sub-Contractors to comply with the standards set out in this Section.
		3. The Contractor acknowledges that the Council may have additional requirements in relation to corporate social responsibility. The Council expects that the Contractor and its Sub-Contractors will comply with such corporate social responsibility requirements as the Council may notify to the Contractor from time to time.
	2. Equality and Accessibility
		1. In addition to legal obligations, the Contractor shall support the Council in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
18. eliminate discrimination, harassment or victimisation of any kind; and
19. advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.
	1. Modern Slavery, Child Labour and Inhumane Treatment
		1. Modern Slavery Helpline - means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.
		2. The Contractor:
20. shall not use, nor allow its Sub-Contractors to use forced, bonded or involuntary prison labour;
21. shall not require any Contractor Staff or Sub-Contractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
22. warrants and represents that it has not been convicted of any slavery or human tracking offenses anywhere around the world;
23. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human tracking offenses anywhere around the world;
24. shall make reasonable enquires to ensure that its officers, employees and Sub-Contractors have not been convicted of slavery or human tracking offenses anywhere around the world;
25. shall have and maintain throughout the term of any of its Contracts, its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Sub-Contractors anti-slavery and human trafficking provisions;
26. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under any of its Contract;
27. shall prepare and deliver to the Council, upon request, a slavery and human trafficking report, setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with an annual certification of compliance;
28. shall not use, nor allow its employees or Sub-Contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Sub-Contractors;
29. shall not use or allow child or slave labour to be used by its Sub-Contractors;
30. shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Council and Modern Slavery Helpline.
	1. Income Security
		1. The Contractor shall:
31. ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
32. ensure that all Contractor Staff are provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
33. All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
34. not make deductions from wages:
	1. as a disciplinary measure;
	2. except where permitted by law; or
	3. without expressed permission of the worker concerned.
35. record all disciplinary measures taken against Contractor Staff; and
36. ensure that Contractor Staff are engaged under a recognised employment relationship established through national law and practice.
	1. Working Hours
		1. The Contractor shall:
37. ensure that the working hours of Contractor Staff comply with national laws, and any collective agreements;
38. that the working hours of Contractor Staff, excluding overtime, shall be defined by contract, and shall not exceed forty-eight (48) hours per week unless the individual has agreed in writing;
39. ensure that use of overtime used responsibly, taking into account:
40. the extent;
41. frequency; and
42. hours worked; by individuals and by the Contractor Staff as a whole.
	* 1. The total hours worked in any seven (7) day period shall not exceed sixty (60) hours, except where covered by Paragraph 5.3 below.
		2. Working hours may exceed sixty (60) hours in any seven (7) day period only in exceptional circumstances where all of the following are met:
43. this is allowed by national law;
44. this is allowed by a collective agreement freely negotiated with a workers’ organisation representing a significant portion of the workforce; appropriate safeguards are taken to protect the workers’ health and safety; and
45. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
	* 1. All Contractor Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.
	1. Sustainability
		1. The Contractor shall meet the applicable Government Buying Standards, which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-thegovernment-buying-standards-gbs>
46. **Annexes**
	1. To open the embedded annexes, **double click on the document icon**.
		1. Annex 1 – Corby Boating Lake Tree Management Works



* + 1. Annex 2 – Kingswood Tree Management Works



* + 1. Annex 3 – West Glebe Tree Management Work



* + 1. Annex 4 – Standard ABI Performance Bond and Parent Company Guarantee Templates (two (2) documents)

 