**Working Arrangements**

**Overall Purpose**

The purpose of this part of the Specification is to generally define the working arrangements, rather than define the precise method by which the Contractor will be required to perform the Contract. All work shall be carried out and timed in such a way as to leave the whole site in a completely well maintained and tidy condition.

**General**

The Contractor shall execute the works described in this specification in accordance with good practice.

**Accommodation**

The Contractor shall be responsible for the provision of all accommodation necessary to house staff, equipment and materials. All such accommodation shall be suitable and fit for the purpose and shall satisfy all requirements of relevant legislation. The Contractor shall pay any utility Contract charges direct to the supplier.

The Contractor shall provide a works depot or base (which shall include any office and administrative facilities necessary for the purpose of performing the Contract) within 15 kilometres of Bovey Tracey, unless otherwise agreed with the Council.

**Equipment and materials**

The Contractor shall provide all equipment and materials necessary to perform the Contract.

**Publicity and public awareness**

The Contractor shall at all times be aware of the public Contract culture of the Council, and shall ensure that staff treat members of the public with sensitivity and helpfulness.

In order that people are made aware of the partnership role between the Council and the Contract Level Provider, the Contractor shall:

1. Provide and fix appropriately worded transfer signage of an approved design to vehicles used for the contract indicating the name of the Council and the Contract Level Provider, the Contract provided, and the Contract Level Provider’s local telephone number.
2. Attend appropriate meetings on a regular basis to answer questions and queries if asked to do so.
3. Keep noise to the lowest level possible for carrying out the work properly
4. Provide, fix and maintain adequately sized and worded sign boards at the entrance to each works depot used in the performance of the Contract which bear both the Contract Level Provider's and the Council's name and logo and any other information as shall be necessary.
5. Report any damage or anti-social behaviour on sites that affects the safety of the users or damages, or could potentially damage, the Council’s reputation as the site’s manager.

**Working Hours.**

The Contractor shall:

Undertake any mechanical operations or noisy works between 8.00 a.m. - 8.00 p.m. Monday to Friday, unless otherwise agreed. The only exceptions shall be emergency and other works where there are overriding considerations of public safety. The Authorised Officer also reserves the reasonable right to instruct the Contractor to temporarily suspend work for community or social reasons.

**Access**

The Contractor shall contact the Authorised Officer if the access to site is inhibited or there is anything preventing the carrying out of the Contract.

The access to certain sites may restrict the size of vehicles and machinery used for maintenance. It shall be the general responsibility of the Contractor to acquaint themselves with the access arrangements for each site and any problems likely to arise from them. No claim will be allowed on the basis that the Contractor did not include in the pricing for constraints relating to access.

**Use of Site**

The Contractor shall not use any site for purposes other than those directly related to the provision of the Contract, and shall obtain the approval of the Authorised Officer for the siting and storage of materials, equipment and vehicles on any sites other than those defined in the Contract for that purpose.

The contractor shall not inconvenience the residents or other users of the site. The Council reserves the right to instruct or allow other contractors to implement works (litter picking, adhoc works, improvement works, particularly capital schemes or specialist works) and may also employ other contractors to carry out remedial work due to default or delay by the Contract Level Provider.

**Accidents, incidents and dangerous occurrences.**

Notwithstanding any other legal or statutory requirements, the Contractor is required to submit a copy of any accident, incident or dangerous occurrence report in relation to the operation of the Contract within the Management Area to the Authorised Officer as soon as practicable.

The Contractor will be required to inform the Authorised Officer of any unsafe feature, risk, hazard or matter of public concern within the Management Area discovered while works are taking place. Where such matters can be simply and safely addressed without reference to the Authorised Officer it shall be the Contract Level Provider’s duty of care to take any reasonable immediate action to remove or make safe such features, reporting the circumstances in writing to the Council as soon as practicable.

**Noise control**

The Contractor shall ensure that all legislation and guidelines to control noise levels produced by their operations on sites within the Management Area are complied with.

Vehicles, machinery and equipment must not be left with engines running if they are not being used.

**Precautions to prevent nuisance or trespass.**

The Contractor shall take all reasonable precautions to prevent trespass onto adjoining property by staff, vehicles or materials under their control, and to prevent nuisance from water, smoke, noise, dust, rubbish, fumes, pesticides, chemicals or other substances used or arising from the carrying out of the Contract. The Contractor shall take all necessary precautions during the progress of work to prevent damage to adjoining property and (except as provided in the Conditions of Contract) shall be responsible for any damage resulting from the works and shall make good such damage at their own expense.

**Protection of Contracts**

The Contractor shall take all necessary action to protect, uphold and maintain the integrity of pipes, ducts, sewers, Contracts, cables and the like (whether above or below ground) during the execution of works. In the event of damage due to any cause within the control of the Contract Level Provider, the Contractor shall without delay, contact the Authorised Officer and, at their own expense, make good, and pay any costs and charges in connection therewith.

The Contractor shall not interfere with the operation of existing Contracts such as gas, water, electricity, telephones, buried or overhead cables, sewers drains or ditches without the permission of the Authorised Officer, and in the case of statutory authorities and private owners, without their express permission.

In all cases, the Contractor shall ascertain and mark the location of Contracts before commencing ground works, and shall conduct any operations or works in accordance with any conditions, regulations or guidelines relevant to the Contracts present.

Any damage to Contracts, whether obvious, actual or suspected, shall be notified immediately to the Authorised Officer and also to the statutory undertaker or utility involved.

**Cleaning of roads and footpaths**

The Contractor shall prevent the deposition of mud, arisings and/or any other unwanted debris by vehicles or equipment used by the Contractor or any sub-contractor they have appointed (and which has been agreed by the Authorised Officer) operating in the performance of the Contract, onto any road or footpath, whether private or public. Where deposition is temporarily unavoidable, effective arrangements shall be made to immediately sweep and cleanse the roads.

Should the Contractor fail to carry out their responsibilities under this clause, the Council reserves the right to make immediate alternative arrangements for the work to be carried out and the cost of doing so will be deducted from payments due to the Contract Level Provider.

The Contractor shall take all reasonable precautions to prevent other materials arising from works being deposited on roads or footpaths. Loose materials on open vehicles must be adequately secured with suitable ropes, nets and covers.

In the event that deposition is caused by another contractor appointed by the Council then the situation must be reported to the Authorised Officer immediately.

**Prevention of dumping and disposal of waste**

The Contractor shall prevent excavated spoil, rubbish, surplus material and the like arising from works being dumped or deposited on any areas other than recognised tipping areas, except by the prior agreement of the Authorised Officer. In the event of this occurring without permission, the Contractor shall clear away such deposits to a recognised tipping site at their own cost.

**Prevention of pollution**

Notwithstanding any legal requirements that may apply under the Control of Pollution Act, the Contractor shall have a general duty to take all reasonable precautions to avoid pollution of the atmosphere, watercourses, or land by the discharge or deposit of any solid, liquid or gaseous substance arising from their performance of the Contract. The Contractor will be held liable for any damage so caused and the cost of removal or rendering harmless and any other necessary remedial treatment will be borne by the Contract Level Provider.

**Existing features.**

The Contractor shall protect buildings, fences, gates, walls, landform, vegetation and other site features that are to remain in position during the performance of the Contract. Any damage caused to existing features through the Contract Level Provider’s negligence will be reinstated at the Contract Level Provider’s expense.

**Vandalism**

The Contractor shall immediately report any significant vandalism to the Authorised Officer, who may, where necessary, issue an instruction for the repair and replacement of the damaged elements.

In the case of minor vandalism the Contractor shall be responsible for immediately repairing the damage as part of the normal day to day performance of the Contract. No instruction will be given by the Authorised Officer and no additional payment will be made to the Contract Level Provider.

(The Contractor is encouraged to take a photo of the before and after situation if the amount of work that falls into this category rises to a level which is financially affecting the Contract or having an adverse effect on the other areas of work. This pictorial record will ensure that a meaningful discussion can take place regarding the issue.)

**Tipping arrangements**

The Contractor shall ensure that all rubbish collected or arising from the performance of the Contract is disposed of using recognised licensed and approved tips. No burning shall take place without the express permission of the Authorised Officer.

The cost of disposal of arisings from the regular execution of the Contract shall be borne by the Contractor who shall include for all charges, fees and transportation charges related to the work. (This is not withstanding the Council’s wish to try to recycle as much green waste as possible, the fact that another contractor is responsible for collection and disposal of litter on the sites within the Contract Area and that the Contractor shall work in such a manner as to minimise the amount of disposal).

**Use of equipment and machinery**

The Contractor shall ensure that when Plant or Equipment is refuelled on site the work is carried out on a hard surface, and care is taken to avoid spillage. All health and safety and other precautions shall be observed whilst driving vehicles, and/or working with machinery, including the wearing and use of protective clothing and equipment. Sites should not be used as short cuts, speed limits must be adhered to (and where there are no official limits common sense must prevail), and damage must be avoided to grass areas due to the inappropriate use or choice of vehicles, tyres, etc.