

**PC588**

**SPECIFICATION**

## **SPECIFICATION**

### **1.1 The Works**

- 1.1.1 The works comprise the demolition and removal of Council owned garages including associated asbestos removal works which shall include but not limited to:
- enabling works, site welfare, perimeter fencing, gates and signage
  - retention and protection of trees, existing fences, boundary walls and the like
  - dust, noise and vibration suppression
  - identification and removal of hazardous materials including asbestos
  - clearing out residual rubbish left behind
  - removal of fire damaged materials
  - removal of hazardous syringes, glass and sharps
  - segregation and proper disposal of gypsum based materials
  - working adjacent public and private areas obtaining relevant permissions
  - demolition of structures to ground level leaving site free from trips and obstruction
  - filling in voids and redundant manholes with crushed hardcore
  - removing redundant fencing, bins, handrails and the like
  - disposal of all surplus materials from site
  - disposal of hazardous materials from site
  - regarding the site including, importing additional materials to remove any voids and sudden changes of level
  - sweeping removing ground of debris, dirt and dust
- 1.1.2 The Contractor shall comply with all relevant Statutory Acts, Regulations and Codes of Practice, Notices, permits and authorisations for the satisfactory completion of the works.

- 1.1.3 The demolition works are to be carried out entirely in accordance with BS 6187 Code of Practice for Demolition.
- The method of demolition of each part of the structures is set to be determined by the Contractor, who is to provide, prior to commencement on site, an outline method statement which clearly describes the proposed methodology and all precautionary and protective measures to be adopted to safeguard his workforce and the general public for the duration of the works.
- 1.1.4 When the demolition technique involves the removal, weakening or pre-weakening of structural elements, this shall be carried out in accordance with Health and Safety Guidance Notes GS/29: Part 3 Techniques and any other relevant legislation. This method should be avoided if there is a risk of elements collapsing prematurely. If however, after considering all other “best available techniques”, the Contractor decides to adopt this method then the written approval of the method statement relating to the operation shall be obtained from a Chartered Structural Engineer.
- 1.1.5 The Contractor will be entirely responsible for obtaining all approvals and permissions necessary from the relevant authority. The Contractor is to consider the likely timescales for obtaining such approvals in preparing his programme, and is to ensure that no delays occur as a result of not obtaining approvals wherever necessary.
- 1.1.6 The demolition works are deemed to include the removal and disposal of all internal finishes (floor tiles, carpets etc.) to any ground floor slab which is to remain.

### **Building Act 1984 Section 81 Notice**

- 1.1.7 A Section 81 Notice for the demolition works from the Building Control Section of the Council will be applied for and will be provided to the Contractor in advance of the works. The Contractor will be wholly responsible for ensuring compliance with all aspects of this Notice.

### **Method Statements**

- 1.1.8 The contractor shall prepare method statements for the demolition of all the structures to be removed and for any specific operations where requested by the Contract Administrator.
- 1.1.9 The method statements shall give detailed methods to be used for the demolition of each structure and building and give particular consideration to the closeness and proximity of adjacent buildings and highways. The method statements shall

describe how the work is to be carried out paying particular attention to the means of providing safe and secure access to the working areas and the control of dust and noise. The timescale, labour and plant requirements are to be detailed. The method statements shall be in legible typed format, shall be accompanied by engineering diagrams and sketches as necessary to describe the works fully and accurately.

- 1.1.10 Where any temporary shoring, propping or other temporary works are required by the contractor's proposed techniques, all necessary designs/calculations in respect of temporary works shall be submitted to the Contract Administrator prior to the works commencing on site.
- 1.1.11 Hot work shall only be undertaken with adequate fire protection and fighting equipment. Hot work shall not be used where a safer alternative method of work can be used.
- 1.1.12 The Environmental Protection Act 1990, Section 34, imposes a "Duty of Care" on persons concerned with Controlled Wastes. The removal of wastes and demolition materials from site is also controlled under the Act. All appropriate actions shall be taken to ensure that any waste disposal is fully in accordance with these regulations and that the correct records are kept.
- 1.1.13 Control of dust during the works should be carried out in accordance with best practice at all times. DOE publication "The Environmental Effect of Dust from Surface Mineral Workings" provides guidance. The contractor is reminded that dust can be harmful to the respiratory system and suitable health and safety measures must be taken to protect the work force.
- 1.1.14 Environmental monitoring to record dust conditions shall be undertaken by the contractor along the site boundary and at the site office at a minimum of 2 No. locations to be agreed with the Contract Administrator. The mass and chemical constituents of the dust shall be recorded at regular intervals not exceeding once every two weeks.
- 1.1.15 The contractor shall keep a fully detailed updated copy of all relevant Contract records for inspection by the Contract Administrator.
- 1.1.16 Any loose fixtures and fittings, rubbish and fly tipping are to be removed by the contractor in advance of the demolition works.
- 1.1.17 Where buildings are in close proximity to the public highway, footpaths, adjacent properties, the contractor is to make an assessment as to an appropriate method of demolition (i.e. protective scaffold and hand demolition, remote demolition under Banksman supervision). Regardless of which method the

contractor undertakes, he will be required to liaise and co-ordinate with adjacent property owners to advise them of the works and ensure access is maintained at all times.

- 1.1.18 All surface features including bollards, handrails, waste bins and internal fencing (non-boundary forming) are to be removed and the slab made good.
- 1.1.19 All materials (with the exception of those which are required to modify site levels and are to remain the property of the Employer) are to become the property of the contractor, who will be responsible for the loading, haulage and disposal for such materials. The contractor will be deemed to have including for revenue/proceeds gained from the sale of demolition arisings including scrap metals and any other re-saleable items in the tender prices provided.
- 1.1.20 The contractor is to promptly remove materials from site as the works progress, and not allow waste or deleterious materials to accumulate on site.

## **1.2 Defects in Existing Work**

- 1.2.1 All defects in existing work to be reported to the Contract Administrator or his representative without delay. Obtain instructions before proceeding with work, which may:
  - Cover up or otherwise hinder access to the defective construction, or
  - Be rendered abortive by the carrying out of remedial work.

## **1.3 Site Administration and Security**

- 1.3.1 Adequately protect all parts of the works as set out in the Specification. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks, provide protection to ensure that damage does not occur.
- 1.3.2 Adequately safeguard the site, products, materials, plant, the works and any existing buildings affected by the works from damage and theft. Take all reasonable precautions to prevent unauthorised access to the site, the works and adjoining property.
- 1.3.3 Adequately protect from children and tenants all tools and equipment which is not to be left unattended at any time during the course of the contract.

## **1.4 Noise**

- 1.4.1 Fit all compressors, percussion tools and vehicles with effective

silencers of a type recommended by manufacturers of the compressors, tools or vehicles.

## **1.5 Fire**

- 1.5.1 Take all necessary precautions to prevent personal injury, death and damage from fire.

## **1.6 Nuisance**

- 1.6.1 Take all necessary precautions to prevent nuisance from smoke, dust, rubbish and other causes in accordance with the specification.

## **1.7 Water**

- 1.7.1 Prevent damage from storm and surface water including protection of existing surface and wastewater drainage from roof and at all levels of the building.

## **1.8 General Housekeeping**

- 1.8.1 The contractor shall remove general rubbish and debris from time to time and keep the site and works clean and tidy in accordance with the Specification. Burning of materials on site will not be allowed.

## **1.9 Existing Services**

- 1.9.1 The contractor shall:
- Before starting work locate and check positions of existing services and drainage.
  - Observe local and/or service authority's recommendations for work on/adjacent to existing services.
  - Adequately protect, uphold, maintain and prevent damage to all retained services including drainage. Do not interfere with their operation without consent of the service authorities or private owners, or the Contract Administrator as appropriate.
  - If any damage or contamination to services results from the execution of the works, notify Contract Administrator and appropriate service authority. Make arrangements for the work to be made good without delay to the satisfaction of the service authority or private owner as appropriate.
  - Replace any markers, tags or protective covers disturbed during site operations to the service authority's recommendations.

- Protect drains and water courses from contamination and from pollution.

#### **1.10 Roads and Footpaths**

- 1.10.1 The contractor shall ensure that no damage is caused by works traffic to roads and footpaths outside the site boundaries. Provide a record survey of roads, footpaths and fences of the adjacent area. Adequately maintain approaches to the site and keep clear of mud and debris. Any damage caused is to be made good at the contractor's own expense.

#### **1.11 Existing Property**

- 1.11.1 The contractor shall prevent damage to any existing property and contents, which are not to be stripped or repaired, including protecting all steps, handrails, gates, fences and boundary walls etc., to the complete satisfaction of the Contract Administrator.

#### **1.12 Making Good**

- 1.12.1 The contractor shall make good damage caused as a result of the contract works to all features of any given property to the complete satisfaction of the Contract Administrator. All works to be completed at the contractor's expense.

#### **1.13 Control of Substances Hazardous to Health Regulations**

- 1.13.1 The contractor is to comply with The Control of Substances Hazardous to Health Regulations 2002 (as amended) Approved Code of Practice and guidance in every respect. The contractor is to identify those substances/materials which give rise to potentially hazardous emissions (e.g. fumes, dust) and clearly state in his assessment of risk the controls/procedures which he intends to adopt to reduce such exposure risks and emissions as far as possible.

#### **1.14 Smoking**

- 1.14.1 No smoking will be permitted at any given building within the Employer property stock.

#### **1.15 Other Obligations and Restrictions**

- 1.15.1 The contractor must comply with all regulations of local authorities and statutory authorities
- 1.15.2 The contractor is required to carry out the works in such a manner as to cause the minimum of interference with the nearby premises. Dust fumes and excess noise must be kept to a minimum at all times and at the end of each working day the

area of work is to be cleaned and debris arising from the works removed from site. The contractor shall pay particular attention to site cleanliness and shall comply with all reasonable requests of the Contract Administrator in this matter. Upon completion, the Contractor shall leave new and existing areas clean and tidy and all surplus materials removed from site and hazardous conditions eliminated.

- 1.15.3 Where as a result of the contractor non-compliance with this Specification or at the request of the contractor, works are undertaken outside the specified dates and times; all analytical costs incurred by the Employer shall be recovered from the contractor. These deductions will either be against interim payments or the final account.

## **1.16 Noise and pollution control**

- 1.16.1 Construction works are to be undertaken in accordance with BS 1228 "Noise Control on Construction and Open Sites" to give an acceptable neighbourhood noise level. The contractor shall take all measures required by any enactment or regulation or by the working rules of any industry to control the noise levels produced by his operations on site and shall indemnify the Employer against action concerned therewith arising from the execution of the works.

- 1.16.2 The contractor shall arrange in respect of all work done under this Contract:-

- i) that all compressors used on the site are silenced either by using only fully silenced models fitted with effective exhaust silencers, and properly lined and sealed acoustic covers all to the design of the manufacturers of the compressors, or by use of effective acoustic screens around the noise.
- ii) that ancillary pneumatic percussion tools used on the site are fitted with silencers of a type recommended by the manufacturers of the tools.
- iii) that every such compressor, excavator or other plant, silencer or other contrivance is maintained in good and efficient working order and shall not have been altered in such a way that the noise caused in operation is made greater by the alteration.

- 1.16.3 The contractor shall prevent any pollution arising from the execution of the works. The cost of rendering harmless or removing any offensive discharge or deposit caused by the contractor or his workpeople will be borne by the contractor.

## **1.17 Access**



- 1.17.1 Access to the respective properties and sites is by arrangement with the Contract Administrator.
- 1.17.2 No contractor's employee will gain unlawful access to properties or sites (including land). An order from the Contract Administrator to carry out the works is not permission to gain access.

#### **1.18 Welfare Facilities**

- 1.18.1 The contractor shall include for the provision of suitable messing and toilet facilities. This provision to extend to the contractor, Sub-Contractors and any site appointed Analysts.

#### **1.19 Hygiene Facility (Asbestos Removal)**

- 1.19.1 The contractor shall provide on-site, a hygiene unit either mobile or modular for the use of all persons who must enter the work or transit zone and/or are engaged in asbestos disturbance works. The hygiene or modular facilities shall be of a design in accordance with HSG 247 "The Licensed Contractors Guide" and meet with the satisfaction of the local enforcement department.
- 1.19.2 The hygiene facilities shall be maintained on-site throughout the whole works and be of the appropriate size to provide the necessary showers, washing and storage facilities to meet the requirements of the works.
- 1.19.3 The position of the hygiene unit shall be agreed on-site or as specified in the site specific Scope of Work.
- 1.19.4 All suitable services shall be ascertained, provided and connected by the contractor at his own expense. In most cases, the hygiene unit is required to be self-sufficient in terms of hot, cold running water and electrical, heating supplies.
- 1.19.5 The hygiene facility shall have hot and cold water supplies and filtered wastewater outlets connected to a suitable point of drainage.
- 1.19.6 The hygiene facility shall be locked at all times when not in use.
- 1.19.7 The hygiene waste filter shall be replaced as necessary and the used filter disposed of as asbestos.

#### **1.20 Respiratory Protective Equipment (RPE)**

- 1.20.1 The contractor shall provide respiratory protective equipment for all operatives engaged in pre-cleaning work or working in designated asbestos areas and transit zones.

- 1.20.2 It is the contractor's responsibility to ensure that all respiratory equipment is adequately maintained, cleaned and maintenance records are kept for all equipment.
- 1.20.3 The Equipment shall fit the wearer correctly, and shall not be shared with other wearers, unless adequately checked, cleaned and disinfected beforehand.
- 1.20.4 Face fit test certification must be held on site and available to the Contract Administrator for review.

#### **1.21 Protective Clothing**

- 1.21.1 The contractor shall provide protective clothing for all persons who are liable to be exposed to contamination including the Employer's Representatives and the Site Supervisor and shall be of a material that does not retain asbestos fibres.
- 1.21.2 Clothing and footwear shall completely enclose the body, head and feet in such a manner as to prevent contamination.
- 1.21.3 Protective clothing worn in the working and "dirty" areas shall be of a different colour to clothing worn in transit between the "dirty" area and showers.
- 1.21.4 NO street clothes or footwear shall be worn in the "dirty" area (i.e. transit side of the showers).
- 1.21.5 NO transit clothing or footwear shall be worn in the clean area (i.e. street side of the showers).

#### **1.22 Personal Hygiene**

- 1.22.1 Soap, nail brushes, dry towels, hangers, hooks, storage lockers for RPE and protective clothing and personal lockers shall all be provided in adequate quantities in the clean side of the hygiene unit. A mirror for fitting respirators shall be positioned on outer chambers or airlock adjacent to work area.
- 1.22.2 Shower facilities are to be sited between transit and clean areas so as to deter users from retracting their steps from clean to "dirty" areas without having to pass through the showers.

#### **1.23 Transit Procedures**

- 1.23.1 The contractor shall satisfy the Contract Administrator that he has a safe procedure to transit between the airlocks and the decontamination unit, which does not endanger the health, safety and welfare of:
  - (i) His own personnel

(ii) Others in the building or on an adjacent property

(iii) Public & pedestrians around the transit route

- 1.23.2 Clear distinction must be possible between protective clothing used for the purpose of asbestos removal and transiting and the following colour coding should be adopted:-

Work zone	-	Red overalls
Transit zone	-	Blue overall
Other areas	-	White overalls

- 1.23.3 In addition to the contractor's own inspections, tests, both visual and analytical will be carried out on the transit route by the appointed analyst to make sure it has not become contaminated with asbestos fibres. If this is found to be the case then the contractor shall clean this area to the satisfaction of the Contract Administrator at the contractor's own expense.
- 1.23.4 Any additional costs to the Employer due to delays at this stage shall be borne by the contractor as well as the cost of any additional analytical work. These costs shall be deducted from the final contractor account.

## **1.24 Removal of Asbestos**

- 1.24.1 Asbestos materials shall be removed by methods reducing airborne fibre concentration to the lowest levels deemed reasonably practicable. The contractor shall include for the provision and use of approved fibre suppressants.
- 1.24.2 All asbestos shall be removed by controlled methods by trained persons deemed competent (over the age of eighteen years) who have been instructed in correct working procedures, who are wearing the correct respirators and protective clothing and who are maintaining all safeguards necessary for the safe removal of the asbestos.
- 1.24.3 Asbestos waste shall be immediately bagged or contained in suitable containers at the moment it is produced. Where bags are used these should be red 100 gauge polythene sacks, sealed at the neck using 10mm tape and placed into a second clear 100 gauge polythene sack. Other containers must be clearly labelled with suitable asbestos warning signage and sealed.
- 1.24.4 Asbestos waste shall not be left or temporarily stored in the working areas.
- 1.24.5 The working area shall be clear of all asbestos waste at the end of each shift.

- 1.24.6 PVA or any other sealant shall not be applied until authorised by the Contract Administrator.

## **1.25 Control of Asbestos Waste**

- 1.25.1 All asbestos containing materials covered (unless otherwise specified) by this specification shall be disposed of as asbestos waste.
- 1.25.2 Bagged, sealed waste shall then be transferred by suitable means, to a suitable fully enclosed; labelled, lockable steel waste skip (kept locked at all times it is unattended). All rubble and construction debris may require further controls in order to prevent the likelihood of spillage/splitting of bags.
- 1.25.3 Any accidental spillage of asbestos waste must be brought to the attention of the Employer, Contract Administrator as soon as is reasonably practicable. Asbestos spillages must be vacuumed up immediately using 'H' type vacuum cleaners and split bags further double bagged, sealed and marked.
- 1.25.4 Waste shall not be taken through the main hygiene facilities. If the hygiene facilities are attached to the enclosure, separate openings for the removal of waste should be provided.

## **1.26 Carriage of Waste**

- 1.26.1 Waste shall be carefully transferred off site by vehicles provided by the contractor or Sub-Contractor for transport to an authorised waste-tipping site.
- 1.26.2 The transfer of asbestos waste from site to tip should be in accordance with the Consignment Note procedure laid down in the Control of Pollution Act 1974 and the Hazardous Waste Regulations 2001 and a copy shall be submitted to the Contract Administrator.
- 1.26.3 The contractor shall provide a copy of the "Waste" carrier's registration certificate prior to any waste being removed from site.

## **1.27 Disposal of Asbestos**

- 1.27.1 Disposal of all asbestos waste shall be in accordance with the Control of Pollution Act 1974 and the Hazardous Waste Regulations 2001 and any subsequent statutory amendments.
- 1.27.2 All asbestos shall be disposed of at a landfill site or waste transfer station licensed to receive asbestos waste. All consignment notes must be forwarded to the Contract Administrator for collation prior to issue to the Employer.

- 1.27.3 The contractor shall provide a copy of a valid certificate of Registration for the carrier of waste and the landfill site waste disposal licence prior to any waste being removed from site.
- 1.27.4 A fully completed Producers copy (A to E inclusive) shall be given to the Employer. The contractor shall be responsible for ensuring that the Carriers Collection Certificate is completed.
- 1.27.5 A copy of all waste certificates shall be included in the Health and Safety file.

## **1.28 Notices**

- 1.28.1 A copy of all Notices required under any act or Regulation shall be submitted by the contractor to the Employer and the relevant Enforcing Authority, including, if required:
- ASB1 Notification to HSE.
  - Intention to start work.
  - Disposal of Waste, Consignment notices etc.
  - Names and details of Sub-Contractors.
  - Notification of hazardous waste producer HWRP01.

## **1.29 Licences, Medical Certificates & Training Records**

- 1.29.1 Copies of current licences, medical certificates and training records for all employees shall be submitted prior to the commencement of any works by the contractor to the Employer's Representative and the Health and Safety Inspectorate.

## **1.30 Programme and Supporting Documentation**

- 1.30.1 The contractor shall provide, in addition to the programme chart for the work, the following:
- a. Plan of Work/Method Statement.
  - b. Proposals for the organisation and execution of the works.
  - c. The commencement and completion dates and relationship between various activities.
  - d. Manpower, materials and plant requirements.
  - e. Emergency Procedures.

- 1.30.2 The contractor shall submit two copies of the Method Statement and programme to the Contract Administrator and one copy to the appropriate Enforcing Authority. The contractor shall keep a further copy at the place of work within the onsite H&S files.

### **1.31 Monitoring**

- 1.31.1 The contractor shall record progress on a copy of the programme kept on site. Update or redraft without delay if any circumstances arise, which affect the progress of the works and submit copies of all revisions to Contract Administrator

### **1.32 Notification to Enforcing Authorities**

- 1.32.1 The contractor shall give the correct notification of the proposed work to the appropriate enforcement agencies relevant to the works taking place. The contractor is expected to be fully aware of the procedures and legal requirements relating to notification in respect to Notifiable Non Licensed Work (NNLW) & Licensed work.

### **1.33 Hot Work Working Conditions in relation to Thermal Environment**

- (i) The contractor shall note and make all necessary allowances for the effects of heat and cold on his operatives or that of Sub-Contractor's operatives as a result of undertaking and completing the work described. The contractor shall be deemed to have included for all necessary medical surveillance and/or restricted working.
- (ii) Wherever practicable, 'Hot' working should be avoided. Where 'Hot' Working is to be undertaken, it is the responsibility of the contractor to assess hot work conditions and ensure due regard is given to all relevant legislation and guidance. In such circumstances, the contractor will be expected to provide appropriate work methods to monitor his workforce to counter the effects of heat exhaustion.
- (iii) The contractor shall obtain approval from the Health and Safety Executive (HSE) as appropriate prior to any hot works commencing.

### **1.34 Notice Exemption**

- 1.34.1 In cases where notifiable work is required to be undertaken within the 14-day notification period, the Contract Administrator, with the appointed contractor, shall carry out a joint site visit.
- 1.34.2 The contractor shall submit the necessary documentation by hand for the approval of the Enforcing Authority.
- 1.34.3 In case of emergency works where a waiver of the 14 days'

notice from the Enforcing Authority has been obtained, a copy of the Enforcing Authorities approval form shall be submitted with the invoice.

### **1.35 Health and Safety File**

- 1.35.1 The contractor shall comply with the requirements of the CDM Regulations 2015 and provide the Contract Administrator with a CDM Health and Safety File prior to practical completion of the works.

The file shall contain but not be limited to:-

- Details of the parties including sub-contractors;
- Residual hazards and how they have been dealt with;
- Location of existing services around, over or under the site;
- Details of hazardous materials removed and disposed of including transfer tickets and waste disposal certificates.
- 'As-built' drawing.
- Test certificates of any imported material.

### **1.36 Ecology**

- 1.36.1 The contractor shall exercise caution when undertaking the demolition and site clearance work and bring to the attention of the Contract Administrator the discovery of any nesting birds, bats and other endangered species with immediate effect.

### **1.37 Pigeon Excrement**

- 1.37.1 Remove and dispose of any accumulated pigeon excrement in a safe and proper manner.

### **1.38 Lead Based Paint**

- 1.38.1 Pre-1970's paints may contain lead and the contractor should take the necessary precautions to prevent exposure to lead by inhalation during the cutting of steelwork and such similar activities.

### **1.39 Hypodermic Needles**

- 1.39.1 Prior to commencement of the works remove any syringes, needles, caps or other hazardous materials and engage the services of the Council's specialist clinical waste collection agency.

## **POST-DEMOLITION REQUIREMENTS**

### **1.40 Ground Floor Slabs, Paved and Surface Areas**

- 1.40.1 The ground floor slabs and other hardstanding areas around the site are to be protected throughout the works and retained on completion. Any damage made to these areas shall be made good at the contractor's expense.

### **1.41 Re-grading Works to Remaining Ground**

- 1.41.1 On completion of the excavation works, the contractor shall eliminate all localised depressions, voids and sudden changes in level by placing compacted stone which comprises processed clean brickwork and finished with MOT Type 1/crusher run (40 mm to zero) or similar approved by the Contract Administrator. Any leading edges are to be finished with a slight gradient of 1:11 where practical.

### **1.42 Cleaning of the Floor Slabs**

- 1.42.1 On completion of the works, the contractor shall sweep and clean floor slabs where they have been affected by debris, mud and dust to the satisfaction of the Contract Administrator.



# **CONTRACT PRELIMINARIES**

## CONTRACT PRELIMINARIES

### Project Title

Demolition of Council owned garages including associated asbestos removal works throughout the Cannock Chase Council Property Stock October 2015 – September 2019.

### 1.1 Location

- 1.1.1 The Council garages concerned with the demolition works are located within the district of Cannock Chase District Council.

### 1.2 Name, nature and location

- 1.2.1 The project is known as Contract for the demolition of Council owned garages including associated asbestos removal works throughout the Cannock Chase Council Property Stock October 2015 – September 2019.
- 1.2.2 The project is a four year programme and will be carried out on an individual order basis. The precise scope of works is determined to suit individual requirements of the garage properties and described later within the document.
- 1.2.3 The Contractor is advised that the initial year expenditure will be in the region of £30,000.00 and that the works are to be regarded as a continuation of a four year partnering arrangement and will be subject to extension on a year by year basis and is conditional upon the contractor demonstrated safe and satisfactory method of working.
- 1.2.4 The garage properties are located in the districts of Cannock, Hednesford, Rugeley and surrounding areas. Although all garage properties identified are to have the work undertaken, the number of garage properties may vary where the Council decide to develop the sites. A list of garage types and categories is detailed in Appendix B.

### 1.3 The Parties

Function	Company & Address	Main Contact:	Phone/Fax/E-mail
Employer	Cannock Chase District Council, Civic Centre, P. O. Box 28, Beecroft Road, Cannock, Staffs. WS11 1BG		
Contract	Cannock Chase District	Contact:	Rick Pepper

<b>Administrator</b>	Council, Housing Maintenance, Civic Centre, P. O. Box 28, Beecroft Road, Cannock, Staffs. WS11 1BG	Tel: Fax: E-mail:	01543 456863  rickpepper@ cannockchasedc.gov.uk
<b>Asbestos Project Management Consultant</b>	To Be Confirmed	Contact: Tel: Fax: E-mail:	
<b>Other Consultants</b>	To Be Confirmed	Contact: Tel: Fax: E-mail: Mobile:	

or other such persons appointed from time to time and notified in writing by the Employer to the Contractor.

#### **1.4 Contract Period:**

- 1.4.1 October 2015 – September 2019 subject to written confirmation from the Employer on a year by year basis and is conditional upon the contractor demonstrating continuous improvement measures against published key performance indicators (KPIs).

#### **1.5 Contract Start:**

- 1.5.1 October 2015 subject to written confirmation from the Employer.

#### **1.6 Contract Completion:**

- 1.6.1 30<sup>th</sup> September 2019 subject to written confirmation from the Employer.

#### **1.7 Working Hours:**

- 1.7.1 Monday to Friday inclusive 8.00 am to 5.00 pm.
- 1.7.2 Evenings and weekends will be subject to the written instruction of the Contract Administrator.

#### **1.8 Description of the Work**

- 1.8.1 The works comprise the demolition of council owned garages including associated asbestos removal; further information is provided in the Contract Specification.
- 1.8.2 The Contractor must liaise closely with the nearby property occupants with regard to enabling access and deliveries. The

Contractor shall take particular care when dealing with the elderly and any tenants with disabilities.

- 1.8.3 The Contractor's compound and area for welfare facilities will be a designated area/areas to be agreed with the Employer.
- 1.8.4 The Contractor shall take out and maintain insurance as required in the Contract Particulars contained in Section 4 of the ITT questionnaire with reputable insurers.

Insurance liability of the contractor: -

Employer's Liability	£10 million for anyone occurrence or series of occurrences arising from one event
Personal injury or death	£10 million for anyone occurrence or series of occurrences arising from one event
Injury or damage to property	£10 million for any one occurrence or series of occurrences arising from one event

## **1.9 Partnering Arrangements**

- 1.9.1 The Works as defined in the Framework are to be regarded as a continuation of the long term (4 year) Partnering Arrangement with the Contractor. The period of the Partnering Arrangement is not fixed, but is subject to extension on a year to year basis for the remainder period.
- 1.9.2 An extension to the period of the Partnering Arrangement will be conditional upon demonstrated safe and satisfactory method of working.
- 1.9.3 The basis for the valuation of works executed under the Partnering Arrangement will be on the rates contained within The Quantified Schedule of Rates document, adjusted annually by agreement to suit market and local conditions and subject to negotiation on an "open-book" basis. The annual increases shall not be above that published by the BCIS Tender Price Index
- 1.9.4 It is envisaged that the programme of works will be intermittent and that successful established teams will be retained by the Contractor to ensure consistency of the quality of work.

## **1.10 Subletting**

- 1.10.1 No work is to be sublet without the prior written approval of the Contract Administrator. The Contractor is requested to submit a list of domestic sub-contractors prior to the commencement of the contract for approval by the Contract Administrator.

#### **1.11 Site Boundaries/Contract Area**

- 1.11.1 The site boundaries will be confined to the minimum work areas around each of the properties together with an agreed compound area and working space.
- 1.11.2 Within the meaning of the description of the site shall be the individual curtilage of the garages concerned and, for the purposes of definition and convenience of the nearby householders, the boundaries are to be limited to a space around the perimeter walls of the garages concerned except in the case of the provision of gas and water services where a reasonable working width will be permitted having regard to precise circumstances.
- 1.11.3 For the purposes of determining the location and displacement of properties "the site" shall mean the geographical limits of the Employer's territory.
- 1.11.4 So far as the term "Possession of the Site" is concerned, this shall mean any individual property (garage) or group of properties (garages) (which latter may or may not be grouped in a single locality).

#### **1.12 Existing buildings on or adjacent to the site**

- 1.12.1 Where there are existing buildings on or adjacent the works. The Contractor shall not obstruct the users of these buildings.

#### **1.13 Existing mains/services**

- 1.13.1 Allow for working around Electricity, water, gas and communications services and foul and storm drains over, under, in and adjacent to the site. The Contractor will be responsible for establishing the precise locations of services and drains and for marking and protecting same.

#### **1.14 Visiting the Site and Properties/Contract Area**

- 1.14.1 The Tendering Contractor is advised to visit the site(s) before submitting his tender so as to be thoroughly conversant with the site conditions, its proximity to and the nature of the adjacent buildings and their occupants, the position and extent of the proposed works and any other matters affecting the execution of the Works, as no subsequent claim will be entertained through alleged lack of knowledge of the same.

- 1.14.2 Arrangements will be made by the contractor to undertake a refurbishment/demolition survey by a trained specialist before any demolition works are undertaken. A separate item will be priced for this work in the Quantified Schedule of Rates document.
- 1.14.3 Contractors wishing to arrange a site visit to some/all of the premises should issue the request through the Proactis etendering system using the message function.
- 1.14.4 Upon his taking possession of the site the Contractor will be responsible for checking and verifying all dimensions and confirming the same to the Contract Administrator. Should any discrepancy arise between dimensions as depicted on drawings and those occurring on site the Contractor shall notify the Contract Administrator forthwith.
- 1.14.5 The Contractor shall immediately inform the Contract Administrator of any lack of access to a property which could be detrimental to the Contract Programme. It is however the Contractors responsibility to arrange day to day access to properties being worked in.

## **1.15 Supervision**

- 1.15.1 The contractor shall accept responsibility for co-ordination, supervision and administration of the Works, including all Sub-Contractors. Arrange and monitor a programme with each Sub-Contractor, Supplier, Local Authority and statutory undertaker, and obtain and supply information as necessary for co-ordination of the work. The site staff must include one or more persons with the appropriate knowledge and experience to coordinate any mechanical and electrical services with the demolition services and the Contractor shall provide documentary evidence relating to staff concerned

## **1.16 Master Programme**

- 1.16.1 As soon as possible and before starting work on site, the contractor shall prepare in an approved form a programme for the Works, which must make allowance for:
  - Preparation of a refurbishment/demolition survey including any time for Notices to the HSE.
  - Sub-Contractor's work, including the completion of drawings etc.
  - Other work concurrent with the Contract.
- 1.16.2 Where the contractor finds it impossible to assess the time implications for any provisional item and excludes it from his programme, he must confirm this when submitting the

programme. The contractor shall submit two copies to the Contract Administrator and keep one copy on site.

- 1.16.3 The Contractor is to allow for continually updating the programme and providing two copies of same to the Contract Administrator.

### **1.17 Priority Timescales**

- 1.17.1 There are no key Priority Timescales for demolition work, but the contractor must commence work within seven days of instruction from the Contract Administrator.

### **1.18 Local Authority Requirements**

- 1.18.1 The contractor shall include for all costs incurred in ascertaining and complying with all Local Authority, Fire Authority and Police Authority requirements in connection with ingress to or egress from any given property or site, the standing of any vehicles, plant or materials on any road, path or verge, the removal of each or other materials from the surface of the roads, paths or verges and any other matter over which such authorities have jurisdiction. Any damage caused to roads, paths, verges, drains and the like shall be made good at the expense of the contractor.

### **1.19 Copyright**

- 1.19.1 In accordance with the provision of the current Copyright Acts, Copyright to all drawings, specifications and design briefs and any other documents provided to the contractor shall remain the property of the Employer and the confidentiality of said documents is to be respected.

### **1.20 Site Meetings**

- 1.20.1 Not Used

### **1.21 Accommodation for site meetings**

- 1.21.1 Not Used

### **1.22 Insurances**

- 1.22.1 Before starting work on site the Contractor shall submit documentary evidence and/or policies and receipts for the insurances required by the Conditions of Contract.
- 1.22.2 If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, the Contractor shall forthwith give notice in writing to the Employer, the Contract Administrator, Principal Contractor and the Insurers.

The Contractor shall indemnify the Employer against any loss which may be caused by failure to give such notice.

### **1.23 Workforce and Plant**

- 1.23.1 The contractor's workforce are to be suitably trained and experienced in the duties carried out. All employees are to be CITB or equivalent certificates or competency (CSCS, CPCS, CCDO). Electrician, plant operators, scaffolders and other specialist operatives must hold the requisite qualifications and be competent to undertake the work. Provide all records of experience as requested by the Contract Administrator.
- 1.23.2 All mobile equipment and vehicles used on site shall be fitted with audible warning systems and automatic reverse warnings and flashing lights.
- 1.23.3 All equipment for lifting or lowering shall have test certificate with safe load indicators and all plant and equipment shall be supplied with current maintenance schedules and test certificates.

### **1.24 Daywork**

- 1.24.1 No work will be allowed to be charged as daywork unless so directed by the Contract Administrator. If daywork is authorised the Contract Administrator shall be notified of its commencement and completion and the persons employed thereon shall not be employed on other work during its progress without the previous approval of the Contract Administrator. Daywork sheets setting out persons names and trades shall be signed by the Site Agent and handed to the Contract Administrator or his representative not later than the end of the week following that in which the work was executed. In the event of any breach of these requirements the Contract Administrator or his Quantity Surveyor's assessment of the time required to perform the work will form the basis of payment thereof.

### **1.25 Finance Act**

- 1.25.1 The Contractor's attention is drawn to the requirements of the Finance Act and Construction Industry Scheme current at the date of tender. The Contractor will be required to satisfy the Employer prior to signing the Contract that he has a valid registration under the Scheme. The Contractor is also specifically reminded that it is his duty and responsibility to satisfy himself as to the registration status of all sub-contractors.

### **1.26 Emergency Telephone**

- 1.26.1 The Contractor, through authorised nominated representatives, shall be available by telephone for 24 hours of every day during the continuation of the Contract including weekends and holiday



periods to facilitate the rapid execution of urgent demolition works and installations being provided under this Contract.

- 1.26.2 The Contractor shall issue to the Contract Administrator a list of telephone numbers and personnel who will be “on-call” at any time and who will be made responsible for receiving the orders and organising the execution of any remedial work should the need arise. The cost of this obligation shall be borne by the Contractor.

## **1.27 Tenant Liaison and Customer Care Services**

- 1.27.1 The Contractor is expected to provide close liaison with nearby tenants and householders during the Works and to provide support to tenants as required by the nature of the Works affecting each individual property. The Contractor is reminded that tenants and householders are from all age groups and with individual needs and different levels of liaison and support will be required from property to property. The Tenant Liaison Officer will liaise with nearby tenants as soon as practicable and prior to the commencement of Works in each property to give an overview of what to expect during the Works. It is expected that the Contractor shall continue this liaison with a pre-start discussion and this shall extend to close and regular liaison during the entire works.
- 1.27.2 The contractor is reminded that nearby buildings will be in occupation and full use throughout the currency of the Contract. The Works are to be carried out in such a way as not to compromise the safety and security of, and to cause the minimum of inconvenience to owners, visitors, deliveries to nearby properties and the like.
- 1.27.3 The contractor shall liaise on a daily basis with the nearby occupiers/owners, for the duration of the works, to ensure minimum disruption to the properties.
- 1.27.4 Where work is to be executed outside normal working hours, the Contractor shall give the Employer and Contract Administrator a minimum of 48 hours’ notice of such periods in order that suitable arrangements for the necessary access can be made.

## **1.28 Completion Certificate**

- 1.28.1 Upon satisfactory completion of each site the Contract Administrator will issue a Completion Certificate. All defects must be completed prior to the issue of the Completion Certificate.

## **1.29 Code of Conduct Statement**

- 1.29.1 The Contractor shall prepare and implement a Code of Conduct policy which shall be documented in a Code of Conduct

Statement detailing the manner in which operatives of the Contractor will be expected to conduct themselves whilst carrying out the works in tenants homes.

1.29.2 This statement shall incorporate the following specific requirements:

- Be tidily dressed and wear designated uniform.
- Where applicable introduce themselves to the nearby tenants and show proof of identity (as specified elsewhere).
- Carry out works by appointment.
- Explain the nature and purpose of the job.
- Be polite and courteous to the nearby tenants and owners.
- Respond to any complaints in a proper and informative manner.
- Comply with confidentiality as required (e.g. ex-directory telephone numbers).
- Behave in a proper and professional manner at all times.
- Not smoke near tenants' homes.
- Not be under the influence of alcohol or drugs.
- Not use bad language.
- Not play radios, cassette players or other electrical equipment
- Not use tenants tools, appliances or facilities.
- Minimise disruption to tenants properties and take appropriate measures to avoid mess and dust.
- Take appropriate precautions to protect nearby tenants and owners property and possessions from dust, dirt etc.
- Keep all property secure at all times.
- Keep safe materials and equipment used to avoid danger to any person present during the works.
- Clear away any rubbish or materials at the end of each working day from the property and secure the site with hoardings or Heras fencing.
- Comply with all Health and Safety Regulations, and relevant legislation and Codes of Practice.

### **1.30 Livery**

1.30.1 Not Used

### **1.31 Maintaining Working Appliances**

1.31.1 Not Used

### **1.32 Final Account**

1.32.1 The Contractor shall within 14 days of completion of each order of the works submit his account for that order. The Contract Administrator shall within 28 days of receipt of the account certify such payment. Provided that the Contract Administrator may within a reasonable time before the expiration of such a period require the Contractor to submit any relevant documentation necessary for checking or verification.

### **1.33 Work to Void properties**

1.33.1 Not Used

### **1.34 Equality Act/Sex Discrimination Act/Equal Pay Act/Disabled Persons Employment Act and Race Relations Act**

1.34.1 The Contractor shall comply with his statutory obligations under the Equality Act 2010 which incorporates the Sex Discrimination Act, Equal Pay Act, Disabled Persons Employment Act and Race Relations Act and where required shall comply with the requirements of the Council's Equal Opportunities Policy as set out in Appendix A.

### **1.35 Recycling Waste Materials/Sustainability Strategy**

1.35.1 The Contractor must ensure wherever possible that, as and when the opportunity presents itself, any waste is recycled.

1.35.2 The Contractor shall endeavour to comply fully within the Council's Sustainability Strategy as set out in Appendix D and provide evidence to the Contract Administrator in the form of an Action Plan.

1.35.3 The Contractor will provide details of his management of energy efficiency and waste disposal performance data together with comparisons of on-site local labour resources and use of local materials.

1.35.4 Additional services to KPI/satisfaction questionnaire, expand services to include property details, ethnicity incorporating the additional information within spreadsheets as required by the Council.

### **1.36 Noise and Plant Suppression and Pollution**

- 1.36.1 The contractor shall ensure all noise is kept to a minimum and dust suppression measures are in place using all means necessary to reduce/eliminate noise and dust.
- 1.36.2 The contractor shall ensure that no pollution is caused by the works and will identify the Employer for all costs associated with any pollution occurring during the period of the works.

### **1.37 Health and Safety at Work**

- 1.37.1 The Contractor shall, during the continuance of the contract, comply with the provisions of the relevant current legislation with regard to Health and Safety at Work etc., and shall ensure that Notices relating to safety standards applicable to his trade or trades are displayed in any workshop or place occupied or used by him for the execution of the contract and shall produce his safety document and records kept under such legislation for examination by the Contract Administrator.
- 1.37.2 The Contractor shall develop the pre-construction information and submit a Construction Phase Health and Safety Plan same to the Principal Designer prior to commencement of the Works. The Plan should include arrangements for ensuring the health and safety of all who may be affected by the construction work, arrangements for the management of health and safety of construction work, monitoring of compliance with health and safety law and information about welfare arrangements.
- 1.37.3 The Contractor shall implement the Construction Phase Plan and develop the Health and Safety File ensuring that other contractors, self-employed persons and employees carry out their duties in accordance with the Regulations.
- 1.37.4 No work shall be permitted to commence on site unless and until a Contractor's Health and Safety Plan, complying with the Regulations, is prepared.
- 1.37.5 The Contractor shall be responsible for ascertaining whether execution of any order for work will or is likely to involve any interference with asbestos, lead, live electricity and the like.
- 1.37.6 If the Contractor discovers that execution will or may involve work with any hazardous substance or installation then the Contractor shall inform the Contract Administrator and in so doing shall notify him in writing of any precautions proposed to be taken which may affect the use of the premises or the comfort or freedom of movement of any person likely to be in or near the premises during execution of the order.

- 1.37.7 The Contractor shall likewise write to the resident or other relevant party and inform them of the same. The Contractor shall provide all barriers and warning notices required and shall make effective arrangements for nearby residents to consult and communicate with the Contractor throughout the duration of the Works on the effects and nature of such precautions.
- 1.37.8 When carrying out work of any kind on asbestos based materials, particular attention is drawn to the Health and Safety Executive's requirements that a competent specialist sub-contractor is to be used. This requirement will be strictly enforced and under no circumstances will unqualified operatives be allowed to execute this type of work.
- 1.37.9 Without prejudice to the Contractor's general obligations to ensure compliance with all statutory requirements relating to health and safety, the Contractor shall in particular observe and comply with: -
- (a) any specific condition, warning or direction given by the Contract Administrator in any matter relating to health
  - (b) the relevant provisions of any Council Safety Policy applicable to operations of the type in question when undertaken by Council employees, being a Safety Policy of which a copy has been given to the Contractor at or before the start of the work
  - (c) any method statement being agreed with the Contractor before the work is carried out, identifying the safety precautions to be taken
- 1.37.10 In the event of default by the Contractor in the proper observance of any necessary health and safety requirements, cancellation of the written order by the Contract Administrator shall not result in the Employer being obliged to reimburse either any costs incurred by the Contractor or the value of any abortive work except to such extent (if any) as those costs or that abortive work were incurred or performed without contravention of the health and safety requirement in question.
- 1.37.11 The Contractor is to take all necessary precautions to prevent personal injury, death and damage to the Works or other property from fire. Keep all access and fire escape routes free from obstruction at all times. Provide, maintain and remove temporary steps and ramps as required.
- 1.37.12 Where works involve the obstruction of existing access or fire escape routes, no work should be commenced without agreeing alternative routes and providing adequate signage.

## **1.38 Hazardous Substances**

- 1.38.1 If the Contractor discovers that execution of this contract will or may involve work with any hazardous substance then the Contractor shall inform the Contract Administrator and in so doing shall notify him in writing of any precautions proposed to be taken which may affect the use of the premises or the comfort or freedom of movement of any person likely to be in or near the premises during execution of the order.
- 1.38.2 The Contractor shall likewise write to the nearby residents or other relevant party and inform them of the same. The Contractor shall provide all barriers and warning notices required and shall make effective arrangements for residents to consult and communicate with the Contractor throughout the duration of the Works on the effects and nature of such precautions.

### **1.39 Use and Control of Skips for Rubbish Disposal**

- 1.39.1 The Contractor shall ensure that only skips with lockable covers are used.
- 1.39.2 Skips, whether empty, full or part full, must not be left unattended out of working hours and shall be removed from site during weekends or holiday periods, except skips located within an official secured and enclosed compound area.
- 1.39.3 Skips, whether empty, full or part full, in an official secured and enclosed compound area, must be kept covered when not in use overnight and during weekends and holiday periods.

### **1.40 Working hours and overtime**

- 1.40.1 There are no restrictions on permitted working hours during the normal working day (refer to 1.7).
- 1.40.2 Any work carried out outside normal hours shall be at the Contractor's expense and shall be conditional upon the Contractor providing full site supervision during such periods. No work which is subject to the Contract Administrator's inspection and which is undertaken during a period of such overtime shall be covered up during that period. Such overtime shall be subject to written instruction from the Contract Administrator.
- 1.40.3 Where the Contractor, upon the express written instructions of the Contract Administrator, works overtime in respect of the carrying out of any work, the Contractor will be paid the net additional cost between normal rates and overtime rates subject to the addition of Employer's National Insurance Contribution current at the time and the addition of 10% to cover overheads and profit. For the purpose of the Contract, "overtime" means time in addition to normal working hours as defined in the National Working Rules

for the Building Industry as published by the National Joint Council for the Building Industry.

#### **1.41 Notices**

- 1.41.1 The leaving at the usual or last place of business of the Contractor, or the giving to his Agent or Foreman, of any notices or instructions, to be given or furnished under this Contract, shall be deemed good service or delivery thereof to the Contractor, his executors or administrators

#### **1.42 Disclosure and Barring Service formerly Criminal Records Bureau**

- 1.42.1 Not Used

#### **1.43 Name boards**

- 1.43.1 There is no requirement to provide project signboards, however, the contractor may provide his own signboards subject to the approval of the Employer and necessary statutory consents.

### **CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF/ SITE ACCOMMODATION/ SERVICES AND FACILITIES/ MECHANICAL PLANT/ TEMPORARY WORKS**

#### **1.43 Generally**

- 1.43.1 Allow for providing the following which are to be provided at the discretion and risk of the Contractor for the full performance of the Works. Providing is deemed to include maintaining and removing:
1. Management and staff.
  2. Tenant liaison/customer care service.
  3. Site accommodation, compounds and office.
  4. Power.
  5. Lighting.
  6. Fuels.
  7. Water.
  8. Telephone and administration.
  9. Safety, health and welfare.
  10. Storage of materials.
  11. Rubbish disposal.
  12. Dust suppression
  13. Cleaning new and existing areas.
  14. Protection of work in all sections and existing work.

15. Security.
16. Maintain public and private roads.
17. Small plant and tools.
18. Disbursements arising from the employment of workpeople.
19. General attendance on sub-contractors and Statutory Authorities.
20. General attendance on sub-contractors in respect of the requirements of the Joint Fire Code.
21. Others - the Contractor is to list any further items he considers necessary.

#### **1.44 Mechanical Plant**

- 1.44.1 Allow for providing the following mechanical plant at the discretion and risk of the Contractor for the full performance of the Works. Providing is deemed to include maintaining and removing.

1. Cranes
2. Hoists
3. Personnel Transport
4. Transport
5. Others - the Contractor is to list any further items he considers necessary.

#### **1.45 Temporary Works**

- 1.45.1 Allow for providing the following temporary works at the discretion and risk of the Contractor. Providing is deemed to include maintaining and removing.

1. Temporary walkways
2. Access scaffolding
3. Support scaffolding and propping
4. Hoardings, fans, fencing etc.
5. Hardstanding
6. Others - the Contractor is to list any further items he considers necessary.