

**Shire Lodge Cemetery Extension - Civil Works**

**Document Two**

**Specification**

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

**Table A**

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| CDM | Construction (Design and Management) Regulations 2015 |
| Contract | The legal agreement between the Contractor and the Council, which details the Council’s requirements, terms and conditions will be the NEC3: Engineering and Construction Short Contract Form (April 2013).The Contract preliminaries are attached at the Annexes to this Specification. |
| The Contractor | The company who wins the contract, following evaluation of all bids received by the Council |
| COSHH | Control of Substances Hazardous to Health |
| The Council | Corby Borough Council |
| Month | A calendar month |
| PPE | Personal Protective Equipment |
| Project Manager | The Council’s authorised Representative |
| Representative | Means, in relation to a party, its employees, officers, representatives and advisors |
| RIDDOR | Reporting of Injuries, Diseases and Dangerous Occurrences Regulations |
| 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 support the building of a new cemetery extension, associated car parking, welfare facilities and refurbishment of existing facilities at Shire Lodge cemetery, Rockingham Road, Corby.
2. **Background**
	1. Shire Lodge Cemetery is approaching capacity and funding has been secured to extend the cemetery to extend its lifetime and provide improved facilities for those visiting the cemetery.
	2. Shire Lodge Cemetery is the principle cemetery in Corby, however, facilities for both visitors and Council staff are dated and in poor condition. The cemetery is in constant use and there are an average of four services per week at the site. Visitors can be on-site at all times during cemetery opening hours.
	3. The existing cemetery is made up of two distinct areas. The original cemetery contains numerous trees and planting along a grid network of roads and paths. A later extension was provided that created burial space either side of a private road with no trees and limited pathways. This extension is not well laid out and the Council are keen that the new extension remains a lawn cemetery.
	4. Areas of the new cemetery will be set out to provide distinct areas for different uses including burials, remembrance garden and internment of ashes.
	5. Works will be undertaken adjacent to the existing cemetery and it will be essential that the successful Contractor can demonstrate that they can manage their operations whilst being sympathetic to the users of the cemetery.
	6. The Council is particularly keen to ensure that the cemetery and car park areas are finished to a high standard to complement the existing cemetery.
3. **Scope**
	1. The Council has recently secured planning approval and the Specification included, may have to change to align with the available budget and conditions associated with the planning approval. However, it is envisaged that the creation of a lawned cemetery extension will involve the following works:
		1. 680m of access road and associated drainage;
		2. 1100m of paths;
		3. New designated car park;
		4. New staff welfare facilities;
		5. Perimeter fencing and gates;
		6. Provision of new services and utility protection and or diversions;
		7. Associated landscaping and signage; and
		8. Refurbishment of existing facilities.
4. **Health and Safety**
	1. **Introduction**
		1. The Council considers that the Construction (Design and Management) Regulations will apply to this project. The attention of the Contractor is drawn to the need to address the Health and Safety issues with regard to the continued operation of the cemetery during the progress of the Works. (The Council’s staff shall be working within the boundaries of the Principal Contractor’s site).
		2. The Project Manager shall arrange for periodic site health and safety inspections by the Council’s safety advisor. The Principal Contractor shall co-operate with any advisor. This does not absolve the Principal Contractor in any way of his responsibilities with regard to health and safety.
		3. The Principal Contractor shall maintain records to demonstrate the achievement of the project safety goals.
		4. The Principal Contractor shall maintain a site accident book and shall make this available for inspection. Any incidents / accidents / ill-health that are reportable under RIDDOR shall be notified to the Employer’s Agent on the same day as the incident occurred.
	2. **Permits and authorisation requirements**
		1. To be established by the Principal Contractor.
	3. **Emergency procedures**
		1. To be established by the Principal Contractor.
	4. **Site Restrictions**
		1. Access to the site for Contractors’ plant will be via a Council car park off Rockingham Road. A new permanent access road is to be constructed to form an access to the compound area, being used for parking, site offices, storage and welfare facilities etc. A further temporary access link is planned to connect the western extension with the proposed car parking extension area to the east of the existing cemetery.
		2. Vehicular access to the existing cemetery is prohibited apart from when undertaking works on existing welfare facilities and only with Project Manager approval.
		3. Speed restrictions on the cemetery site are at 5mph maximum due to the numbers of pedestrians and vehicles on site. There is a one-way traffic flow system operable around the site that must always be followed. No Contractors’ vehicles to be parked on the cemetery site unless agreed with the cemetery manager or the Project Manager. Any other restrictions are to be agreed.
	5. **Activities on or adjacent to the site during the works**
		1. The Council are able to give a minimum of forty-eight (48) hours’ notice of any service at the cemetery to the Cemetery Manager who will notify the successful Contractor during the time of the execution of the work.
		2. The site is within the existing cemetery grounds and adjacent public space and is located off Rockingham Road, Corby. Existing houses to the south face onto the public open space. There is a pedestrian gate that must always remain closed onto the public open space from the cemetery.
		3. The Principal Contractor will make provision for the continued use of the adjacent public open space outside of the working area, the cemetery for both public and private services during the period of the contract. Access for users, deliveries, refuse collection and emergency vehicles etc. are to be maintained at all times.
	6. **Security arrangements**
		1. To be established by the Principal Contractor.
	7. **Existing storage or hazardous materials**
		1. Cleaners and weed killers are stored on-site in secure containers.
	8. **Location of existing services – water, electricity, gas, etc.**
		1. The toilets and stonemason benefit from some services and the temporary welfare cabin has a temporary electric supply. Statutory Undertakers records have been provided as part of the Utility Records at the Annexes of this document and a gas diversion is required. Water mains need to be protected during the works. There is as yet an unidentified CI service within cemetery extension and there may be additional services within the site and working areas not identified.
	9. **Ground Conditions**
		1. The area of land proposed for the works has approximately 150mm of Topsoil overlying clay deposits of increasing stiffness. Water was reached at 2.4m depth.
	10. **Existing Structures – Stability or Fragile materials**
		1. The existing “office” adjacent to the current standalone visitor toilets has unstable front and rear walls.
	11. **Asbestos, including results of surveys**
		1. Asbestos Surveys are included at Annex 3 of this document. Any Contractor identifying the possible presence of asbestos should highlight this to the Project Manager when it becomes aware.
	12. **Contaminated Land, including results of surveys**
		1. The site history indicates that no significant contaminative processes have operated on site, however there are a number of potential off-site sources, including:
5. Factory and industrial sites to the north-east
6. A historical quarry to the north subsequently used as a landfill for disposal of domestic refuse.
7. A covering of Made Ground is also anticipated related to previous periods of development on and adjacent to the site. Based on the above, the following potential contaminants of concern have been identified:

Heavy Metals;

1. PAH Compounds;
2. Petroleum Hydrocarbons;
3. Asbestos;
4. Landfill Leachate; and
5. Landfill Gases.
	1. **Existing structures hazardous materials**
		1. None identified.
	2. **Health risks arising from Council’s activities**
		1. Those risks associated normally with cemetery. All necessary precautions and PPE if required are to be adhered to.
6. **Service Conditions and Environmental Factors**
	1. **General Information**
		1. The successful Contractor will be expected to fully comply with the approved Construction Management Plan at all times.
	2. **Working Hours**
		1. Construction Hours:

Monday to Friday 08:00 to 18:00;

Saturday 08:00 to 13:00; and

There will no construction work on Sundays or Bank Holidays.

Site Opening Times:

1. Monday to Friday 07:30 to 18:30;
2. Saturday 07:30 to 13:30; and
3. The site will not be open for construction work on Sundays or Bank Holidays.

Delivery Times and removal of material times:

1. Monday to Friday 10:00 to 16:00;
2. Saturday 09:00 to 12:45;
3. No deliveries on Sundays or Bank Holidays; and
4. No waiting allowed and no parking allowed along Rockingham Road.
	* 1. The cemetery is open between 08:00 and dusk, although actual closure times vary throughout the year and unless agreed with the Project Manager no access to the existing cemetery shall take place outside the Council’s opening hours.
	1. **Boundaries and access, including temporary access**
		1. The cemetery grounds are bound by landscaping and security fencing which restricts movement outside of these areas. On the western boundary there is a goal wall.
		2. The Principal Contractor is required to form a new access road from existing council car park to the site compound. Access via Rockingham Road should be restricted to refurbishment works only and the Principal Contractor must ensure Funeral Corteges and visitors are not affected by the proposed works.
		3. The Principal Contractor shall be responsible for ensuring all working areas are adequately fenced, with fencing being supplied, erected and maintained by the Principal Contractor.
	2. **On site storage**
		1. The Principal Contractor will designate an area within the compound area for storage of all Contractors’ materials. Contractors are advised that items are stored entirely at the Contractor’s own risk and it is essential that they do not encroach on the cemetery’s operations.
		2. The Principal Contractor must provide external traffic signage directing that all site traffic and deliveries are made to compound via dedicated access and not the cemetery entrance.
	3. **Temporary Facilities**
		1. The Principal Contractor should provide facilities within the compound area for all Contractors. There are private foul sewers crossing land to the east that are accessible, but the contractor will need to make allowance for electricity and potable water. New supplies will be required as part of the planned works.
		2. The Principal Contractor will be required to provide alternative facilities during works to the existing facilities. Alternative facilities to be agreed and approved by Project Manager.
	4. **Waste Management**
		1. Contractors will be expected to demonstrate and comply with their waste management policy.
5. **Significant design and Construction hazards**
	1. **Design assumptions and Control Measures**
		1. Limit Noise and vibration throughout the duration of the contract to ensure that any works which might cause noise or vibration which could be heard and / or felt by mourners are only undertaken when funeral services are not being undertaken.
	2. **Arrangements for Co-ordination of on-going Design Work and handling Design Changes**
		1. Responsibility for the detailed design and construction of the proposed works is the responsibility of the Principal Contractor and they shall ensure that all co-ordination of the design and planning supervision is carried out in accordance with the current CDM Regulations.
		2. The Principal Contractor will ensure the following procedures are followed:
6. All organisations and persons who are to perform any design on the project shall have their contact details forwarded to the Principal Designer, Cemetery Manager and the Project Manager;
7. The Principal Contractor shall procure Collateral Warranties on behalf of the Council from their consultants and those sub-contractors with a significant design element, within 28 days of appointment
8. All designers shall be instructed to comply with this procedure;
9. All design review/co-ordination/team meetings shall be notified to the Principal Designer at least one (1) week prior to them taking place. The Principal Designer and Cemetery Manager shall be copied into the distribution of minutes of these meetings;
10. All design drawings and specifications shall be reviewed by the Principal Designer, together with the associated design risk assessments for review to confirm compliance with CDM regulations 11, 12 and 18;
11. The above design review shall be performed at least one (1) week ahead of the planned construction of that design element;
12. The Principal Contractor will amend the Health and Safety Plan as required by the developing design and issue the amended document to the Principal Designer, Project Manager and Cemetery Manager;
13. The Principal Contractor shall review the Health and Safety Plan in order to facilitate any necessary amendments;
14. At the Principal Designer’s request the Principal Contractor shall submit amended parts of the Construction Health and Safety Plan for the Principal Designer’s review prior to the related construction activities being performed; and
15. The Principal Contractor shall transmit the minutes of site meetings to the Principal Designer, Project Manager and Cemetery Manager.
	1. **Significant Health and Safety Risks Identified during design**
		1. A 180mm MDPE gas main crosses the site that is to be diverted as part of the works. There is also an unknown CI service that is yet to be identified.
	2. **Materials requiring particular precautions**
		1. None identified at this time Principal Contractors design consultants to identify in risk assessments.
	3. **The Health and Safety File**
		1. Format - A4 portrait format with oversize drawings folded in clear plastic envelopes and contained in a loose leaf folder. In addition to the hard copy format a digital copy is required saved to disk. If drawings are contained in the digital copy these are to be in pdf format.
		2. Content - The updated Health and Safety Plan will include any revisions or supplementary Health and safety Information.
		3. This should include the Principal Contractor’s agreed proposals for the site management structure:
16. The means for informing parties about risks before they commence work on site;
17. The selection of competent sub-contractors within the meaning of Health and Safety;
18. The use and testing of site machinery/equipment including operator competence, storage and disposal;
19. Temporary support structures e.g. false work/scaffolds etc.;
20. Protection from falling materials and tools;
21. The exclusion of unauthorised personnel from the works/site security provisions;
22. Emergency procedures for reporting RIDDOR information;
23. Welfare facilities and the display of statutory notices;
24. Statutory consents - where conditions are imposed which influence Health and Safety procedures;
25. Detailed works programmes - indicating assembly sequences; and
26. Design statements from specialist/sub-contractors including:
27. Calculations;
28. Any temporary load restrictions;
29. As built drawings plans and sketches;
30. Risk assessments – note future maintenance procedures which impose risks on the building operator;
31. Method statements – note any unusual assembly techniques;
32. Materials – include schedules of suppliers addresses and manufacturer’s literature;
33. Test and commissioning reports including performance figures from sub-contractors tests and consultant checks; and
34. Operating and maintenance manuals – note this is a general guide and may be added to or reduced as required for the project.
35. **Key Staff**
	1. This Specification lists the key staff for this project at Table B and the names of the persons who the Principal Contractor shall appoint to fill those roles must be provided to the Council at least thirty 30) Working Days prior to the Contract Start Date.

**Table B**

|  |
| --- |
| **Key Staff** |
|  | Construction Director  |
|  | Contract Manager |
|  | Site Supervisor |

* 1. The Council may, at its absolute discretion, identify any further roles as being key to the project, during the Contract Term and the relevant person selected to fill those roles shall be included on a list of Key Staff (including those provided by subcontractors) maintained by the Principal Contractor
	2. The Principal Contractor shall:
		1. notify the Council promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Contractor shall ensure appropriate temporary cover for that role);
		2. ensure that any key role is not vacant for any longer than ten (10) Working Days;
		3. give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) weeks’ notice;
		4. ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Service; and
		5. ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
1. **Statement of Requirements**
	1. **Introduction and Context**
		1. The current cemetery needs to be extended and the construction of the proposed extension will provide additional burial space, a new car park and improved facilities. The intention is to construct the extension without affecting services or preventing use of the existing cemetery.
	2. **Core Works**
		1. Removal of perimeter fences, bund and landscaping to provide access to working areas. Within the western extension excavate and install land drains and form footpaths and roads as per design drawings. Set out headstone strips, grade, rake and seed area to form lawned cemetery along with associated signage and landscaping. To the east construction of a new car park and tie into existing cemetery road. Construction of new staff welfare facilities.
		2. The new roads will generally be 4.8m wide and all footpaths 1.8m wide. The headstone strips will generally be 2m wide. The new parking spaces will generally be 5.0m in length and 2.5m wide. The refurbishment of stonemasons and cemetery visitor facilities and new staff facilities should be in accordance with design drawings and any approvals. Landscaping should be in accordance with landscaping plans.
		3. It is envisaged that the excavated material be retained and reused on site to construct a bund for future landscaping. It should be noted that any unsuitable material should be removed from site and properly disposed of.
		4. The Contractor should indicate the measures that they will take to allow any funerals to be undertaken and the period for which they are likely to be on site.
	3. **Work Specification**
		1. Works are to be undertaken in line with the drawings and specifications contained in Section 17 below.
	4. **Pricing Schedule**
		1. The rates and prices to be included in the Pricing Schedule shall include for all elements of the work including the provision of the relevant equipment and the disposal of any materials as a result of carrying out operations on site.
		2. Examination and acceptance of the rates and prices included in the Pricing Schedule by the Council shall not relieve the Contractor of any of their responsibility to execute the whole of the work to the entire satisfaction of the Council and the Contractor will be responsible for the accuracy of their pricing of quantities.
	5. **Variations**
		1. Any alterations of variations to the accepted tender requested by the Council shall be confirmed in writing at the time the variations are decided. For any agreed variation the Contractor shall provide a quotation to enable an instruction to be issued. No work shall be placed in hand until the instruction is issued.
		2. All authorised variations shall be valued in accordance with the contract conditions as follows:

The prices in the Pricing Schedule shall determine the valuation of extra work which is of a similar character executed under similar conditions;

The prices in the Pricing Schedule shall be used as a basis for determining the value of extra work which is not of a similar character executed under similar conditions so far as is reasonable; and

Where extra work cannot be properly valued on a measured basis the Contractor may be allowed day work rates. These rates shall include all pay, holidays and payments in respect of travelling time, incentive bonus of any other disbursements arising from the employment of labour, plant or equipment.

* 1. **Day Works**
		1. Day work shall be allowed only in case of works which cannot be fully quantified. Such day works are to be paid in accordance with the contract conditions. No day works shall be allowed unless agreed in writing prior to their execution. Day work sheets shall be presented to the Project Manager and countersigned within twenty-four (24) hours of execution of the works.
	2. **Overtime and Allowances for Out of Hours Working**
		1. The Contractor shall allow in their tender for all overtime and other expenses which may be necessary in order to allow funerals to take place on the site, and shall include for all travelling allowances and costs and expenses involved in the provision of labour, plant and equipment. The Contractor shall also include for all additional wages paid to operatives in respect of non-productive elements.
	3. **Authorities and Regulations**
		1. The Contractor shall comply with the provisions of all Acts of Parliament, the British Standards Regulations and Bylaws, which may be applicable to the works. In particular they shall comply with all relevant sections of the Factories Act, Health and Safety at Work Act and Amendments thereto together with the Council’s site safety rules.
	4. **Visit to Site**
		1. It is deemed essential that the Contractor visits the site and thoroughly acquaints themselves with the nature of the work and conditions under which the work will be executed prior to the submission of their tender. The Contractor is especially requested to examine the means of access, internal site traffic arrangements, and approach to the site and the local conditions. No extra costs will be allowed on the grounds of lack, or absence of information in this respect.
	5. **Supervision of Works**
		1. The Contractors’ shall, during the whole time that works are in progress, maintain a competent person on site who is authorised to accept, and implement on behalf of the Contractor, all instructions given by the Council.
		2. The Contractors’ must also, prior to commencing works, report to the Council or to other persons, as directed, to be advised of where such works are to be carried out. Upon completion of the works and prior to leaving the site the contractor shall report to the Council, and advice of the status of the works.
		3. The Contractor shall only use operatives who are experienced, careful and skilled in all aspects of the work being carried out. The Council shall have the right to request the withdrawal of any employee whose general conduct or handling of the works is not, in the Project Manager’s opinion, satisfactory.
	6. **Workmanship and Materials**
		1. All materials, articles, plant and workmanship used in the execution of the works shall be of the best quality. All materials shall be used in accordance with the manufacturer’s recommendations and particular regard should be given to complying with all matters relevant to health and safety.
		2. The Contractor shall provide adequate barriers and signage to protect the occupants of the surrounding areas from injury. The Contractor shall, wherever possible, avoid obstructing access routes and roadways.
	7. **Clearance of Rubbish**
		1. The Contractor shall be responsible for clearing all rubbish and waste caused by the works from the site and disposing of the materials at an approved tip licensed to accept such waste. The Contractor shall comply with “Duty of Care” legislation regarding disposal of materials once and provide “Waste Transfer Notes” for all waste material takers off site.
		2. All items indicated as being removed are to be disposed of off-site to a licensed facility, unless indicated otherwise. Skips must not be allowed to build-up and must be removed regularly.
	8. **Cleaning**
		1. The Contractor shall be responsible for cleaning all areas of the site affected by their works.
	9. **Publicity**
		1. No photographs or reference to the Council’s name or logos shall be made verbally or in published material without the prior written consent of the Council.
	10. **Record Documentation**
		1. The Contractor shall supply to the Council comprehensive record documents as detailed elsewhere within this specification. The Contractor is advised that great importance will be placed upon the quality, accuracy, clarity and completeness of the record documents and upon their being made available promptly as these are used within the Council’s planned maintenance regime.
	11. **Information Provided by Others**
		1. The Council will issue all instructions, and shall furnish the Contractor with such drawings, levels and other information as is available from time to time to the Contractor for his use.
	12. **Co-Operation with Others**
		1. The Contractor must take special care to ensure that their work integrates with that of others, and that full co-operation is maintained during the execution of the work and that of other occupiers of buildings, grounds, etc.
	13. **Obstructions**
		1. The Contractor shall not commence work that requires interruption or interference with the operation of any existing services within the site without the prior consent of the Project Manager.
	14. **Value Added Tax**
		1. Unless otherwise stated in the tender, the contract price and Pricing Schedule are deemed to exclude Value Added Tax.
	15. **Statutory and Police Regulations**
		1. The Contractor shall ascertain and comply with all Statutory and Police Regulations that may affect the contract works.
	16. **Plant, Tools and Vehicles**
		1. The Contractor shall include for all necessary plant, tools and vehicles necessary for the execution of the works and allow for all costs in conveying materials and plant to and from the site and for moving about on and off site.
		2. The Contractor will be responsible for and shall provide all necessary temporary connections, cables, transformers 110V and cabling. In addition the site working conditions require “Work Permits” to be issued for the use of electrical equipment in many areas.
	17. **Health and Safety at Work**
		1. The Contractors attention is drawn to the Health and Safety at Work Act 1974, and all relevant other legislation and it is incumbent upon the Contractor to make themselves familiar with the above Acts and ensure compliance during the works.
	18. **Method Statement**
		1. The Contractor shall compile and supply a Method Statement for each type of work for the approval of the Council.
	19. **Noise and Nuisance**
		1. Programming of the works is the responsibility of the Contractor. Any noisy or disruptive works must be appropriately planned at the site and communicated to Council staff and on-site users.
		2. The Contractor will be held responsible for carrying out the work with as little noise as possible and no nuisance are to be caused. The Contractor shall fully comply with the requirements of the Environmental Protection Act 1990.
		3. The Contractor shall take all necessary precautions to prevent nuisance from smoke, rubbish and other causes. The Contractor shall fit all equipment with effective silencers of a type recommended by the manufacturers of the equipment.
	20. **COSHH Regulations**
		1. The Contractor shall ensure that the provision of the Control of Substances Hazardous to Health Acts 1989 (COSHH Regulations) is observed.
		2. Where the use of substances falling within the scope of the Act forms part of the contract works, this shall be notified to the Consultant in writing together with the additional costs, if any, of use of any non-hazardous alternative.
		3. Throughout the course of the works and under all circumstances the Contractor shall ensure that all substances falling within the scope of the Act are positively so identified at all times and are transported, handled, stored, used and disposed of in strict accordance with their manufacturers/suppliers recommendations.
		4. Where the use of substances falling within the scope of the Act is required all operatives shall be trained in the use of such materials and issued all necessary special protective clothing, eye protectors or similar safety equipment, and all such equipment shall be adequately maintained.
	21. **Suppressors**
		1. All internal combustion engines used on the contract works shall be fitted with efficient suppressers in the ignition system in accordance with the recommendations of BS: 833 so as to prevent electrical interference to radio or television receiving apparatus in the vicinity.
	22. **Contractors Operatives**
		1. The Contractor shall advise the Project Manager of the person who within their organisation will be dealing with the administration of the contract so that a single point of contact can be established.
	23. **Qualifications and Confidentiality**
		1. The Contractor should note that no qualifications in his tender would be accepted. If there is a matter upon which the Contractor requires further information or clarification they should contact the Council in good time in order that they may be given such additional information as is available. The Council undertakes to treat the information declared by the Contractor in these contract documents in the strictest of confidence and not to use the information for any purpose other than for this contract.
	24. **Instructions and Site Meetings**
		1. The Contractor will be given instructions direct by the Project Manager. Instructions received from any other representative shall not be valid and should the Contractor be instructed by others then they shall, before proceeding with the works, obtain confirmation that they should proceed from the Project Manager.
	25. **Traffic and Management Requirements**
		1. The Contractor shall provide, erect and maintain such traffic signs, barriers and other necessary measures to prevent accident or injury to the public or workforce.
		2. The works shall be phased to ensure such that pedestrian access is available at all times and the roads within the works are kept free of parked vehicles.
		3. The Contractor shall be responsible for the reinstatement of all verges damaged as a result of restricting access and for erecting or amending signs outside the site area which shall be compatible with the state of the works.
1. **Construction Charter**
	1. Corby Borough Council signed up to the Construction Charter on Monday, 12th November 2018 and adopted, in full, the provisions of the Charter and publically affirmed our commitment to work with Unite and other appropriate trade unions to ensure the provisions of the Charter are applied in all construction projects we are involved with.
	2. The Charter states that the Council, as a responsible Council, enter into this agreement and commit to working with the appropriate trade unions, in order to achieve the highest standards in respect of; direct employment status, Health & Safety, standard of work, apprenticeship training and the implementation of appropriate nationally agreed terms and conditions of employment.
	3. In order to be considered for this project, the successful bidder(s) must agree to adhere to the provisions of the Charter, which can be accessed by **double clicking on the document icon below**.



1. **Quality Requirements**
	1. **Quality Plan**
		1. As part of the tender return documentation contractors shall submit for approval a Quality Plan for the contract works defining the inspections, tests and other quality activities which shall be carried out at each stage of the work.
2. **Programme of Works**
	1. As part of their submission Contractors are expected to provide a detailed programme of works for delivery and undertaking the works and in particular highlight any risks identified or assumptions made.
3. **Project Management**
	1. The Contractor and the Council shall each appoint a Project / Contract Manager, through whom the works shall be managed day-to-day.
	2. The Contractor shall at all times provide the Service to meet or exceed any performance requirement for the project.
	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 the works can be fully realised.
4. **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.
5. **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.
6. **Other Relevant Details**
	1. A decision was made by the Secretary of State, regarding the proposed reorganisation of local government in Northamptonshire on Tuesday, 14th May 2019, to abolish the 8 existing councils in Northamptonshire and replace them with 2 new councils of North Northamptonshire and West Northamptonshire. Corby Borough Council will be one of 4 Councils, which also includes elements of Northamptonshire County Council, making up the North Northamptonshire authority, alongside East Northamptonshire District Council, Kettering Borough Council and the Borough Council of Wellingborough.
	2. Work is currently taking place across Northamptonshire, to ensure these new arrangements are operational from Thursday, 1st April 2021 (Vesting Day), at which time Corby Borough Council will cease to exist.
	3. The Council are currently uncertain how this will affect current contracts, which run beyond Vesting Day, but will keep all relevant parties updated as more information is made available.
	4. Initially, Contractors should be aware that contracts which run beyond Vesting Day may be concluded earlier than the advertised contract term. Alternatively, Contractors awarded contracts which run beyond Vesting Day may be required to undertake and/or provide the same and/or comparable goods, service(s), supplies and/or work(s) (as detailed in this Specification) to and/or on behalf of the newly established North Northamptonshire authority, for either a defined period or until conclusion of the advertised contract term.
	5. The Council wishes to make Contractors aware that this may affect the contract value.
	6. **For the avoidance of doubt please be aware that following award of contract should the successful Contractor subsequently find that its proposed solution is not accurate and sustainable then the successful Contractor will not be permitted to amend their pricing bid so as to request any further monies associated with the full provision of this service.**
7. **Corporate Social Responsibility**
	1. **Requirements**
		1. In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of Suppliers who work with government. (<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.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:
8. eliminate discrimination, harassment or victimisation of any kind; and
9. 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:
10. shall not use, nor allow its Sub-Contractors to use forced, bonded or involuntary prison labour;
11. 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;
12. warrants and represents that it has not been convicted of any slavery or human tracking offenses anywhere around the world;
13. 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;
14. 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;
15. 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;
16. 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;
17. 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;
18. 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;
19. shall not use or allow child or slave labour to be used by its Sub-Contractors;
20. 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:
21. 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;
22. 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;
23. 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;
24. 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.
25. record all disciplinary measures taken against Contractor Staff; and
26. ensure that Contractor Staff are engaged under a recognised employment relationship established through national law and practice.
	1. **Working Hours**
		1. The Contractor shall:
27. ensure that the working hours of Contractor Staff comply with national laws, and any collective agreements;
28. that the working hours of Contractor Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
29. ensure that use of overtime used responsibly, taking into account:
30. the extent;
31. frequency; and
32. hours worked; by individuals and by the Contractor Staff as a whole.
	* 1. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
		2. Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
33. this is allowed by national law;
34. 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
35. 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-the-government-buying-standards-gbs
36. **Annexes**
	1. There are eighty-four (84) documents across thirteen (15) annexes, which support the Specification, as listed below.
	2. Due to the quantity and size of these documents, it has not been possible to embed them within the Specification.
	3. The Annexes can be found online at: <https://ftp.kettering.gov.uk/rfs> and can be accessed using the following log in-details:
		1. Username: **dylanktc**
		2. Password: **September2020Smith**
	4. **Annex List:**
		1. Annex 1 – Cemetery Design Drawings (thirteen (13) documents);
		2. Annex 2 – Road and Drainage Design (six (6) documents);
		3. Annex 3 – Standard Details (seven (7) documents);
		4. Annex 4 – Hard and Soft Landscaping Plans (sixteen (16) documents);
		5. Annex 5 – Development Specifications (three (3) documents);
		6. Annex 6 – Construction Management Plan (two (2) documents);
		7. Annex 7 – Asbestos Surveys (four (4) documents);
		8. Annex 8 – Entrance Signs Plan (one (1) document);
		9. Annex 9 – New Supply & Gas Diversion Quote (eleven (11) documents);
		10. Annex 10 – Ground Investigation Report (one (1) document);
		11. Annex 11 – Utility Records (twelve (12) documents);
		12. Annex 12 – Planning Permission (one (1) document);
		13. Annex 13 – Ecology Reports and Working Methods (four (4) documents);
		14. Annex 14 – Parent Company Guarantee and Standard Performance Bond (two (2) documents); and
		15. Annex 15 – Contract Preliminaries (one (1) document).