

Schedule 36

Works requirements and considerate contractor requirements

SCHEDULE 36

Works Requirements

1 General

During the carrying out of the Works, the Partner shall procure that the Building Contractor and any of its subcontractors shall not use or occupy or permit the Regeneration Site or any land upon which the Works are being undertaken to be used or occupied for any purpose other than the carrying out of the Works;

2 Health and safety

2.1 The Partner shall ensure that the design, construction and carrying out of the Works is undertaken at all times in accordance with all relevant health and safety legislation and guidance.

2.2 The Partner shall procure that all operations undertaken in and around the Regeneration Site are conducted with due regard to the health and safety and welfare of persons employed upon the Works and occupiers of and visitors to the Regeneration Site and adjoining properties, and any other persons who may be affected by the Works.

2.3 The Partner shall take (and shall procure that the Building Contractor and any subcontractors shall take) all reasonable safety and other measures to prevent damage or injury.

3 Nuisance, trespass and noisy operations

3.1 The Partner shall take (and shall procure that the Building Contractor and any subcontractors shall take) all reasonable precautions to prevent trespass on the Regeneration Site including but not limited to ensuring that:

3.1.1 all gates and entrances to the Regeneration Site are properly locked and secured at all times when the Regeneration Site is left unattended and that the Regeneration Site is generally secured from unauthorised entry;

3.1.2 steps, ladders or other plant are not left accessible for unauthorised persons to enter any area of the Regeneration Site.

3.2 The Partner shall (and shall procure that the Building Contractor and any subcontractors shall) to the extent possible prevent or (where not possible to prevent) minimise nuisance, inconvenience or disturbance to any person arising as a result of the Works including but not limited to:

3.2.1 taking all reasonable measures to minimise the noise levels produced on the Regeneration Site by the operations of the Partner, Building Contractor, or any of their subcontractors;

3.2.2 not permit or suffer the storage of materials or the parking of vehicles in the immediate external vicinity of the boundaries of the Regeneration Site by the Partner, the Building Contractor or any of their subcontractors other than for reasonable periods necessary for loading and unloading;

and shall give due regard to the close proximity of existing residential premises.

4 Dust control and suppression

4.1 The Partner shall ensure that appropriate measures are taken to minimise dirt, dust and debris produced by the carrying out of the Works reaching any adjacent and occupied area including but not limited to:

4.1.1 providing appropriate screening to the Works;

4.1.2 ensuring that all vehicles leaving the Regeneration Site are adequately cleaned;

4.1.3 ensuring that all approaches and access routes in and to the Regeneration Site are kept reasonably clean at all times from dirt, dust and debris arising from the carrying out of the Works.

5 Working hours

The Partner shall comply with (and shall procure compliance with) the relevant statutory and/or planning requirements in relation to working hours.

6 Safeguarding the Works

The Partner shall provide such security and lighting as may be reasonably necessary during the execution of the Works for the protection of the Works and the public.

7 Disposal of materials

7.1 The Partner shall (or shall procure that the Building Contractor and any subcontractors shall) clear up all surplus spoil, materials and rubbish arising from the carrying out of the Works and dispose of it in accordance with all applicable legislation.

7.2 The Partner shall not permit any oil, grease or deleterious, dangerous, poisonous, explosive or radioactive matter to be discharged from the Regeneration Site into any rivers or any ditches or services media and/or on to any adjoining property and shall not permit or suffer the blockage of any rivers, ditches and services media by reason of anything done or omitted on the Regeneration Site or any land upon which the Works are being undertaken, and shall comply at the Partner's expense with any requirements of the Environment Agency or any other Relevant Authority so far as such requirements relate to or affect the Works;

8 Prevention of pollution

The Partner shall (and shall procure that the Building Contractor and any subcontractors shall) use all reasonable endeavours to be expected of a competent building contractor to prevent pollution arising from the execution of the Works.

9 Hoardings

9.1 The Partner shall not display or permit on any part of the Regeneration Site any advertisements save those previously approved in writing by the Council.

- 9.2 The Partner shall ensure that any graffiti appearing on the boundary fencing or hoardings is removed as soon as possible.

10 Communication with residents

- 10.1 The Partner shall send out introductory letters to all occupiers of land and/or properties in the vicinity of the Regeneration Site including contact details for the relevant personnel of the Partner.
- 10.2 The Partner shall appoint a neighbourhood liaison representative to provide a single point of contact for neighbours and other affected parties to address their concerns in relation to activities relating to the Works and the Regeneration Site.
- 10.3 The Partner shall implement and operate a formal complaints procedure in relation to complaints from neighbours and other parties affected by the carrying out of the Works.

11 Disconnection of services

The Partner shall serve written notice upon each household or premises affected by the need to temporarily disconnect either the drainage system, mains or other services, giving the anticipated period of such disconnection. These periods shall be limited to the absolute minimum required to carry out the specified work. All services are to be left in a safe working condition at the end of each day.

12 Considerate Contractor Code

Without prejudice to the generality of the foregoing the Partner shall comply (and shall procure the compliance of the Building Contractor and any subcontractors) with the Considerate Contractor Code.

