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Group : 5, 12

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Works Bureau Technical Circular No. 6/2002

Enhanced Specification for Site Cleanliness and Tidiness

Scope

This Circular promulgates an enhanced specification on cleanliness and tidiness of public works sites. For the purpose of this Circular, cleanliness hereafter means both cleanliness and tidiness.

Effective Date

2. The Circular is applicable to all public works contracts including Buildings, Civil, E&M, Term and Design and Build contracts, tenders of which are invited on or after 15 April 2002.

Effect on Existing Circulars

3. This Circular has no effect on existing Circulars. It should be read in conjunction with WBTC No. 29/2000 – Waste Management Plan where appropriate.

Background

4. Clause 38 of the General Conditions of Contract requires Contractors to keep the sites clean and hygienic, and the Contractors' obligation on site cleanliness is specified in Clause 1.32 and Clause 1.60 of the General Specification for Civil Engineering Works and the General Specification for Buildings respectively (hereafter collectively referred to as "General Specification").

5. To enhance cleanliness and tidiness on construction sites, Works Bureau has decided to introduce a wider scope of responsibilities on public works contractors on site cleanliness including areas with public interface. To achieve this, Contractors shall be required to carry out daily and weekly overall cleaning and tidying up of the Site, including those public areas and/or zones which are solely required for cleaning by Contractors and have to be maintained open to the general public throughout the construction period, the extent of which shall be either delineated in the Drawings or specified in the Contract. To suit the site condition, the actual public cleaning areas and/or zones required to be cleaned by the Contractor shall be determined by the Architect/Engineer/Maintenance Surveyor's Representative for each work location of the Site. For the purpose of this Circular, such public areas and/or zones are hereafter referred to as "Public Cleaning Areas".

6. The requirements stipulated in this Circular are enhancement over that stated in the General Specification, in particular Clause 1.32 of the General Specification for Civil Engineering Works.

7. In this WBTC, "Site", "Contract", "Contractor", "Drawings", "General Holidays" and "Works Order" carry the same meaning as that defined in the General Conditions of Contract for Buildings, Civil, E&M, Term and Design and Build contracts. "Cleaning Day" means a day (which is not a General Holiday) for carrying out the Daily Cleaning and Tidying Up of the Site in accordance with the Conditions of Contract. "Cleaning Week Day" means a day (which is not a General Holiday) in a week to be agreed by the Architect/Engineer/Maintenance Surveyor' Representative within seven days of the Date for Commencement of the Works for carrying out the Weekly Overall Cleaning and Tidying Up of the Site in accordance with the Conditions of Contract. If the agreed day is a General Holiday, then the agreed day shall be the following day which is not a General Holiday.

Policy

8. The Special Conditions of Contract, Particular Specification and Method of Measurement at Appendices A to C respectively, and the Bills of Quantities modelled on the sample at Appendix D(a) for works contracts (other than term contracts) and the Schedule of Rates modelled on the sample at Appendix D(b) for term contracts shall be incorporated into all public works contracts including Building, Civil, E&M, Term and Design and Build contracts, tenders of which are invited on or after 15 April 2002.

Guidelines

9. The item on site cleanliness for works contracts that are BQ based are to be marked "Quantity Provisional" to cater for Contractors over-running the time for completion of Contracts. Payment will continue to be made (if justified) throughout the construction period even if the Contractor is in culpable delay. The purpose of

continuing the payment is to ensure that the Contractor shall continue the cleaning and tidying up of the Site irrespective of the work progress. The Architect/Engineer/Maintenance Surveyor shall, at his/her absolute discretion, instruct the cleaning and tidying up work to cease if he/she considers that the continuance of the cleaning and tidying up work serves no useful purpose for the Contract, or where there is more than one contract is carried out on the Site or Portions of the Site. This will not constitute a variation for the purpose of Clause 60 of the General Conditions of Contract.

10. The Contractor shall draw up in the Waste Management Plan where appropriate the system of work on waste management, cleanliness and tidiness of the Site including, but not limited to, the methods and provisions including the proposed areas for on-site sorting, separation, storage and disposal of waste materials, and the proposal of how to maintain the Site in clean and tidy condition. The Contractor shall provide the necessary facilities, receptacles and transport for the temporary storage, disposal and removal of different types of wastes.

11. If sectional completion is envisaged for a works contract, then separate BQ items shall be provided for cleaning and tidying up of each portion of the Site. Otherwise, variation may be necessary for cleaning and tidying up of different portions of the Site for sectional completion which is not envisaged at the time of preparing the tender documents. For the avoidance of doubt, there should be no separate BQ items for section which occupies the same portion of the Site. If the Contract is one subjected to payment for price fluctuation, then the item for payment of site cleanliness is also subjected to the same.

12. The Particular Specification at Appendix B specified the requirements for cleaning and tidying up of the Site including the Public Cleaning Areas pursuant to paragraph 5 above. Project officers may modify the Particular Specification to suit the special condition of the Site.

13. For Contracts where the area for the Works is defined, i.e. with fixed site boundary, the extent of Public Cleaning Areas to be included for daily and weekly overall cleaning and tidying up of the Site by the Contractor should be delineated in the Drawings. Whereas for Contracts where the area for the Works moved along with the progress of Works, such as road works, drainage works and mains laying, or where it is not practical to delineate the area for the Works in the Drawings, a statement should be given in the Particular Specification on the Public Cleaning Areas, e.g. the distance (preferably not less than 2.5m) around the periphery outside the barriers and/or hoardings. For the latter situation, the Architect/Engineer/Maintenance Surveyor's Representative shall determine the Public Cleaning Areas on site for each work location based on the requirements in the Particular Specification and taken into account the actual site condition before work commenced.

14. The Architect/Engineer/Maintenance Surveyor's Representative shall instruct the Contractor to clean and tidy up areas not within the Site if the rubbish and debris to his/her judgment, are likely in connection with the Works or disposal of by the persons working on the Site, and the Contractor shall not be entitled to claim for any additional cost due to such cleaning and tidying up work performed outside the Site boundary.

Payment

15. Separate items for payment on site cleanliness are stipulated in the Bills of Quantities or Schedules of Rates to prevent Contractors from evading their general obligation. Contractors shall be required to maintain records on site cleanliness including, but not limited to, daily and weekly inspection checklists and photos taken at various work locations to be agreed by the Architect/Engineer/ Maintenance Surveyor's Representative for monitoring of site cleanliness condition.

16. Payment can be made upon the satisfactory performance of the Contractor on site cleanliness in accordance with the Particular Specification, based on the inspection checklists and photos taken pursuant to paragraph 15 above. The Architect/Engineer/Maintenance Surveyor's Representative may conduct regular inspections and surprise checks to verify the Contractor's performance on site cleanliness in certifying payment. No measurement or payment shall be made to the Contractor if the Architect/Engineer/Maintenance Surveyor's Representative is dissatisfied with the Contractor's performance on the cleanliness of the Site on the day (which is not a General Holiday) following the Cleaning Day or Cleaning Week Day. The Contractor should be notified as soon as possible if he is not paid for a Cleaning Day or Cleaning Week Day, and the non-payment should be recorded in the Site Diary together with the areas of dissatisfaction. Furthermore, the Architect/Engineer/Maintenance Surveyor's Representative may have to step up his/her inspection frequency for checking the cleanliness condition of the Site in certifying payment.

17. The unit of measurements on site cleanliness for works contracts (other than term contracts) shall be in "day". Payment shall be made for every Cleaning Day or Cleaning Week Day in accordance with the Particular Specification. The Contractor shall assign person(s) to carry out inspection and checking of the Site after completion of site cleanliness works on each Cleaning Day and Cleaning Week Day, and to complete the inspection checklist and prepare the photographs pursuant to paragraph 15 above for submission to the Architect/Engineer's Representative for checking and recording in the morning of the day (which is not a General Holiday) following the Cleaning Day or Cleaning Week Day.

18. The measurement on site cleanliness for term contracts shall be in m²-day, which is the measurement of the Public Cleaning Areas required for cleaning by the Contractor for each Works Order in one day. The extent of such Public Cleaning Areas shall be determined by the Engineer/Maintenance Surveyor's Representative in each Works Order issued. All the requirements, arrangement and payment on site cleanliness for term contracts are similar to those for work contracts mentioned in paragraph 15 to 17 above. To ensure proper execution of the cleaning and tidying up works for term contracts, the measurement or payment of the Schedule of Rates on site cleanliness for each Works Order requiring cleaning of Public Cleaning Areas shall be either full or nil. No partial measurement or payment shall be made for a Works Order for a day if the Engineer/Maintenance Surveyor's Representative is dissatisfied with the Contractor's performance on site cleanliness for any part of the Site of the Works Order on the day (which is not a General Holiday) following the Cleaning Day or Cleaning Week Day.

19. To avoid disputes on the site cleanliness condition, the Contractor shall be required every morning before work commenced to inspect and remove any rubbish and debris that may be littered by the public over the night before the inspection by the Architect/Engineer/Maintenance Surveyor's representative. Furthermore, the Contractor shall not be entitled to measurement or payment of more than one day for the cleaning and tidying up work carried out by him for one day. The Architect/Engineer/Maintenance Surveyor's Representative is advised to brief the Contractor on the Public Cleaning Areas required for cleaning, cleaning requirements, payment criteria and the warning mechanism for each work location or Works Order issued. To this effect, the Clauses given in Appendix A should be added in the Special Conditions of Contract to draw the attention of Contractors.

20. The Architect/Engineer/Maintenance Surveyor shall maintain a record of payment and non-payment to Contractor on site cleanliness for a Contract. A verbal warning shall be given to the Contractor whose performance on site cleanliness is not satisfactory, resulting in non-payment for two consecutive Cleaning Days or Cleaning Week Days, OR more than two Cleaning Days in any rolling five-Cleaning Day period. If the performance is not improved, a written warning shall be issued. If the situation is still not improved, the Contractor's unsatisfactory performance should be duly reflected in the quarterly performance report.

Notes to Tenderers

21. Tenderers' attention should be drawn to the new requirement by means of the following Notes to Tenderers:

"Tenderers should note the Special Conditions of Contract and the Particular Specification on "Enhanced Site Cleanliness and Tidiness - Daily and Weekly Overall Cleaning and Tidying Up of the Site". Separate items are stipulated in the *Bill of Quantities/Schedule of Rates for the cleaning and tidying up work of the Site, including Public Cleaning Areas which are solely required for cleaning by the Contractor and have to be maintained open to the general public throughout the construction period. The Particular Specification shall be strictly enforced by the *Architect/Engineer/Maintenance Surveyor".

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Appendices A to D of this Circular are hereby amended and superseded by Appendices A to D of ETWB TCW No. 6/2002A.