



Working for a *brighter future* together

Appendix A

Domestic Building Works (Disability Adaptations and Refurbishments)

GENERAL SPECIFICATION

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1. BACKGROUND

Cheshire East is a mixed urban and rural area and is the third largest unitary authority in the North West of England. It has an area of 450 square miles, a population of 380,800 and more than 175,000 households. Our area stretches from Audlem in the south of our area up to Disley near Stockport in the north, with key towns of Crewe and Macclesfield and smaller towns of Nantwich, Sandbach, Congleton, Knutsford, Wilmslow and Poynton. To see the area that we cover, visit https://www.cheshireeast.gov.uk/council_and_democracy/your_council/about_cheshire_east/where_is_cheshire_east.aspx.

Cheshire East Council is committed to providing services that help people to live well and for longer. By helping people to improve the comfort and suitability of their home, the Council can help residents to improve their health and wellbeing which in turn reduces the demand on health and social care.

The Council has successfully delivered home adaptations and repairs support for residents living in private sector housing for a number of years, and intend to continue to do this. This support is in the form of:

- disabled facilities grants (www.cheshireeast.gov.uk/dfg),
- healthy homes loans (www.cheshireeast.gov.uk/homerepairs), and
- practical support to organise building work (www.cheshireeast.gov.uk/careandrepair).

The Council does not own any housing stock; the housing stock in our area is either privately owned, privately rented, or owned and managed by a number of social housing providers. The Council acts as an agent on behalf of the householder. The occupant employs the Council to arrange building works on their behalf, and in turn the Council will appoint a Contractor from this Framework.

We (the Council) want to create a Framework with three Contractors with the right technical skills and experience to deliver high quality building works that are affordable, and are trustworthy so they can work in vulnerable residents' homes. The Contractors must be very customer focused, flexible and accommodating of the needs of vulnerable people when working in their homes. Any work awarded through this Framework will be carried out in occupied domestic premises; it is important for Contractors to be aware of this when tendering for this work.

The works within the scope of this Framework are major domestic building works for disability adaptations and refurbishments. Typical projects that we expect to commission include, but are not limited to:

- Bedroom and/or bathroom extensions
- Conversions of existing space to provide bedroom and/or bathroom

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- Remodelling of internal layouts, including door widening and kitchens
- Electrical installation improvements
- Roof repairs and replacements, including rainwater goods
- Property refurbishment
- Replacement windows and doors
- Ramped access
- Driveways and hard landscaping

It is important to note that the following types of works are **excluded** from this Framework; these are all the subject of other existing Frameworks:

- Level Access Showers which are not part of an extension, conversion or remodelling of the accommodation;
- Stairlifts;
- Ceiling Track Hoists;
- Step Lifts;
- Vertical Lifts;
- Minor adaptations such as grab rails and handrails.

The following table gives an indication of the volumes and types of works that have been ordered in the last 3 years:

Type	01.04.17 – 31.03.18	01.04.18 – 31.03.19	01.04.19 – 13.01.20 (part year)
Door widening	10	10	11
External groundworks	4	2	4
Extension	5	9	9
Internal remodelling	2	10	7
Ground floor WC	4	1	3
Kitchen alterations	2	2	5
Ramp	29	27	21
Specialist WC	16	9	8
Miscellaneous	25	11	3
TOTAL	97	81	71

2. SCOPE OF WORKS

2.1 The works that are required as part of this Framework include the full range of domestic building works, including, but not limited to:

- Site Preparation;
- Foundations;
- External Walls and Insulation;
- Roofs and Insulation;

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- Doors and Windows;
- Floors and Insulation;
- Internal walls and ceilings;
- Electrics;
- Plumbing and Drainage;
- Heating;
- Kitchens;
- Bathrooms;
- Ground Works.

3. APPOINTMENT METHODOLOGY AND FRAMEWORK OPERATION

- 3.1 We will issue you with a master specification, which includes all of the items of work that we may specify from time to time. This is a live document and as we make amendments to it, we will issue you with an updated version. The current iteration of this document is provided at **Appendix A.1** for your information.

When we specify works and invite you to tender for a project, we will make reference to the master specification. It is your responsibility to make sure that you read and understand the full detail of what works are required and, when submitting your tender, ensure that you include for all relevant costs relating to each item. We will not approve any adjustments to costs after acceptance of the tender, except where we vary the works required, or where works are identified that could not have reasonably been foreseen before works commenced.

- 3.2 When a need for domestic building work is identified, we (the Council) are responsible for the following tasks as and when required:

- Initial Survey;
- Design;
- Specification;
- Commissioning an Asbestos Survey;
- Planning Application;
- Building Control Application;
- Highways Permission;
- Party Wall Act Notices.

- 3.3 It is envisaged that the majority of projects will be allocated following a mini-competition on a lowest price basis.

- 3.4 At the Council's discretion, projects may also be allocated by direct appointment. Examples of when direct appointment methodology might be used include urgent projects that are time sensitive; low value projects where a mini competition is not economically feasible; and where specific instruction is received from the householder where we are acting as their

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agent for a privately-funded project.

Direct Appointments will generally be made to the Contractor who ranks number one. The Council will rank all Contractors according to the scores given for the RFQ response, with the highest scoring provider being ranked number one.

3.5 When we carry out a mini-competition or direct appointment, we will provide the following information:

- Address of the premises;
- Name and contact details for the householder and/or their carer;
- Project brief, specification and/or drawings;
- Tender form;
- Pre-construction information, including asbestos report;
- Any special instructions including access arrangements;
- Deadline for return of your tender (typically 3 to 4 weeks, or sooner where works are time sensitive);

3.6 You must arrange and complete a Site Survey with the householder prior to submitting your tender for each project in order to:

- carry out a full assessment of the property and/or issues raised;
- familiarise yourselves with the premises, its construction and current condition;
- consider your duties under the Construction Design and Management Regulations 2015 (CDM Regs);
- agree any special requirements with the householder such as decorative finishes, layout, access arrangements etc;
- confirm the pricing for the project;
- answer any queries raised by the householder about how the works will be executed.

3.7 In preparing your tender for each project you must assume the use of new materials unless our documentation indicates otherwise. The re-use of old / defunct materials which are not intended for re-use is not permitted.

3.8 When you return your tender for each project you must include:

- Tender form;
- Details of any variations (additions or omissions) or alternative proposals for the project;
- Details of any permits or licences that are necessary to carry out the project; costs must be included in your tender;
- Pre-construction phase plan;
- Proposed start date;
- Anticipated duration of the works.

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- 3.9 You must notify us at your earliest convenience if you do not intend to submit a tender for a project, together with your reasons.
- 3.10 Following evaluation of the tenders after the deadline date, and once we are able to confirm that all funding is in place for the works, we will issue a Successful letter to the Contractor submitting the lowest price, and Rejection Letters to the unsuccessful Contractors.
- If the Contractor that submits the lowest price does not have the capacity to carry out the works in a reasonable timeframe (to be determined on a case by case basis) the Council reserves the right to award the contract to the next Contractor based on price ranking, and so on.
- 3.11 It is your responsibility to obtain all necessary permits and licences (e.g. for highways closures, skips, etc). Any fines for non-compliance will be your responsibility.
- 3.12 A pre-start meeting must be held before commencement of works, where a Council representative, Contractor representative and the householder and/or their carer are all present.
- 3.13 We will carry out an inspection of the works at regular intervals during its progress and at its conclusion, and may provide you with instructions to vary the works or rectify any defects that are identified.
- 3.14 We will evaluate your performance for each scheme of works (**Appendix A.2**) and notify you of the results as part of the contract monitoring meetings which will be held at a minimum of 3-monthly intervals. Key performance indicators are set out at Section 16.

4. VARIATION OF COSTS

- 4.1 Where we identify additional works or require an alteration to the original project brief / specification / drawings either before or during works taking place, we will inform you in writing of our requirements and invite you to submit a variation of costs. If we accept your quote, we will notify you in writing and adjust the official purchase order.
- 4.2 Where you identify additional costs for works that could not reasonably be foreseen, you must notify us verbally as soon as reasonably practicable, and submit a Change Request Form (**Appendix A.3**). If we accept your change request, we will notify you in writing and adjust the official purchase order.
- 4.3 In exceptional circumstances we may instruct you to stop works until the variation of costs or change request has been approved. We will endeavour to minimise the length of time that works are suspended.

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5. CANCELLATIONS

- 5.1 We reserve the right to cancel a site survey request or an order at any time prior to the commencement of the works. We will only pay for any materials or parts which have been fabricated and are bespoke to the individual case where they cannot reasonably be re-used elsewhere. We will not pay any other abortive costs.
- 5.2 We reserve the right to suspend or cancel an order after works have commenced at the premises. We will pay for the costs incurred for works completed up to and including the date of the cancellation, and for any works to make the property tidy, safe and secure.

6. HEALTH AND SAFETY

- 6.1 You must comply with the requirements of all relevant health and safety legislation, including but not limited to the Health and Safety at Work Act 1974 and the Construction Design and Management Regulations 2015.
- 6.2 You must ensure that all employees and sub-contractors comply with any statutory duties and obligations as required by relevant health and safety legislation, and operate health and safety policies that comply with all statutory requirements.
- 6.3 You must provide a safe working environment to carry out the works in occupied premises and provide all necessary equipment to ensure the health and safety of your employees, sub-contractors, householders, occupiers, visitors and our employees and any other individual who may be affected by the works. Equipment must be fit for purpose, being suitable for the purpose for which it is to be used, of good quality and free from damage.
- 6.4 In the event of any non-compliance with Health and Safety legislation, regulations, guidance and/or codes of practice, we may issue instructions to you to remedy the non-compliance at your cost.
- 6.5 **Appendix A.4** provides the general template Pre Construction Information document which will apply to all orders placed under this Framework. A specific Pre Construction Information document will be provided to you for each individual tender.

7. ASBESTOS

- 7.1 We will provide you with a copy of any asbestos reports that have been prepared for the individual premises, and advise you of any arrangements for its management or removal. You must liaise with and provide site access to any other contractor or sub-contractor that is appointed to remove licensed or non-licensed asbestos.

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- 7.2 You must ensure that your employees and sub contractors can work safely and competently without risk to themselves or others. They must receive information, instruction and training for asbestos awareness, in order to give them the information they need to avoid work that may disturb asbestos during any normal work which could disturb the fabric of a building, or other item which might contain asbestos. Information, instruction and training must satisfy the requirements of Regulation 10 of the Control of Asbestos Regulations 2012 and the supporting Approved Code of Practice L143 'Managing and working with asbestos', as amended.
- 7.3 In the event of identifying any suspected asbestos containing materials through the course of the works, you must notify us immediately and take appropriate action to avoid work that may disturb the asbestos.

8. EXECUTION OF THE WORKS

- 8.1 You must ensure that all employees and sub-contractors are competent to carry out the tasks that they are given, to the highest possible standard, and in strict accordance with the project brief, specification and / or drawings provided by us.
- 8.2 Working times in properties will normally be restricted to between the hours of 8.30am and 5.30pm Monday to Friday (excluding Bank Holidays), except with the express advance permission of the householder. Non-standard working hours may occasionally be required to accommodate the householder's needs. This will be detailed within each individual request to tender.
- 8.3 The nature and extent of the works in each case will dictate what a reasonable timescale for it to be completed is; all endeavours should be made to ensure that works are completed in a timely manner.
- 8.4 You must ensure that prior to the commencement of works the working area is adequately cleared of any obstruction and that the householder's home, furnishings and personal possessions are adequately protected throughout the duration of the works.
- 8.5 All works must be carried out with the minimum of nuisance from noise, vibration, dust or the like.
- 8.6 The householder must be notified in advance of any temporary disruptions to mains services, and disruptions must be kept to a minimum. Mains services must be restored at the end of each working day; in the unlikely event that services cannot be restored at the end of a working day, you must ensure that temporary services are provided so that the householder has adequate lighting, heating, cooking facilities, drainage, access to WC and drinking water.

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- 8.7 At the end of each working day, the premises must be left in a tidy, safe and secure condition which is free from hazards, or where hazards exist, these must be mitigated as far as possible.
- 8.8 All unused materials and debris must be removed from the premises, except where it is expressly agreed with the householder.
- 8.9 Any brickwork, plaster or other items disturbed as a result of the works must be made good.
- 8.10 At the completion of the works, all working areas within the premises and its curtilage must be restored to a clean, safe and tidy standard at least equal to their previous condition.
- 8.11 At the completion of the works, you must perform a handover to the householder, providing a demonstration and written operation and maintenance instructions for the safe use of any specialist flooring / finishes, equipment, parts, devices, appliances or controls, taking all reasonable steps to ensure that the householder understands its operation.

9. TECHNICAL REPORTS, CERTIFICATES AND GUARANTEES

- 9.1 You must provide us with any test reports, schedules, guarantees and / or certificates within **10 (ten) working days** of the works being completed.

10. WARRANTIES

- 10.1 All works are subject to a warranty period of not less than **3 (three) years** from when they are completed. You must tell us if any materials or parts are guaranteed for a period in excess of 3 (three) years.
- 10.2 Where any part of the warranty is subject to conditions, for example annual servicing, you must notify us and make the householder aware in writing.
- 10.3 All warranties shall, as a minimum, cover:
- Parts;
 - Materials;
 - Labour;
 - Technical advice;
 - Attendance, including associated travel, on any day at any time.
- 10.4 You must arrange for all remedial work covered by the warranty to be carried out at no additional cost to us or our customer.
- 10.5 Replacement materials and parts for works arising under the warranty must be compatible with the existing, and match existing finishes. Where

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materials and parts have been superseded, all reasonable action must be taken to ensure compatibility of the replacement materials and parts.

- 10.6 Where remedial work is required which is excluded from the warranty, you must consult with the householder before carrying out the work as any costs will be their responsibility.
- 10.7 You must respond to all urgent requests to attend the premises to undertake a site survey and/or remedial action within **3 (three) hours** of the request. Events that may be classed as urgent include flooding and failure of the works, materials or parts which are causing a significant hazard to the householder and/or any other individuals, and the like. Remedial action and making the premises safe must be carried out immediately, or in the event that materials and/or parts are not immediately available, must be carried out within a further 5 (five) working days.

11. COMPETENCY, QUALIFICATIONS AND TRAINING

- 11.1 All employees and sub-contractors engaged in the delivery of the service throughout the duration of the contract must be suitably qualified, experienced and competent for the tasks that they undertake.
- 11.2 You must put systems in place to ensure that all employees and sub-contractors are briefed on any changes in legislation, regulations, code of practice and associated guidance.

12. INVOICING AND PAYMENTS

- 12.1 You must submit invoices to us within **10 (ten) working days** of the works being completed. Invoices must comply with the requirements of HM Revenue and Customs (HMRC) for the purposes of Value Added Tax (VAT).
- 12.2 Your invoice must contain:
- Our purchase order number;
 - the address where work has been carried out;
 - the agreed contract price;
 - the date works were completed.
- 12.3 Upon receipt of your invoice, we will visit the premises to inspect the quality of the works, compliance with our instructions and collect householder feedback on your performance. Any remedial works identified at this site visit will be notified to you in writing.
- 12.4 Payment will only be made when:
- all remedial works have been completed by you;
 - the works have been completed to our satisfaction;
 - all necessary certificates, warranties and documentation have been

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- provided by you;
- the customer has confirmed their satisfaction.

- 12.5 In the event that the customer remains dissatisfied, and in our opinion it is unreasonable, or refuses access to us to be able to inspect the completed works, we reserve the right to authorise payment if in our opinion it is reasonable to do so.
- 12.6 Payment for additional works will only be made if they have previously been authorised by us.
- 12.7 A maximum of two interim payment requests will be considered, subject to a minimum value of £10,000 for each request. The interim payment requests must not exceed the value of works completed, and must not exceed 90% of the total order value. Payment will be subject to the works being completed to paragraph 12.4.

13. CUSTOMER CARE AND SITE CONDUCT

- 13.1 You must put a code of customer care and site conduct in place with all employees, sub-contractors and delivery partners. **Appendix A.5** details the minimum standards that we expect to be included in the code; these can be supplemented with additional requirements but must not fall below this standard.
- 13.2 You must operate a complaints procedure which is agreed by us. In the event of a complaint, we expect you to take all reasonable steps to investigate the complaint and attempt to resolve the complaint to the householder's satisfaction.
- 13.3 In the event of an unresolved complaint following your investigation, we reserve the right to direct you to take reasonable remedial action to resolve the complaint.

14. SAFEGUARDING

- 14.1 We consider that the contract will be carried out in an environment where all individuals involved in the administration and delivery of services must be subject to Disclosure and Barring Service (DBS) checks. You must ensure that all employees or sub-contractors that have access to information about householders or will enter domestic premises has provided a satisfactory DBS report.
- 14.2 You must ensure that all employees and sub-contractors engaged in the service have a basic level of safeguarding awareness, and put systems in place to ensure that any concerns about the health, safety, welfare or safeguarding of householders and/or any other individual are acted upon in accordance with our safeguarding policies and procedures.

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15. COMMUNICATION

15.1 Communication is key to the success of this Framework. You are expected to:

- keep us informed of any significant issues affecting your business and your ability to fulfil any orders placed with them;
- keep appointments with householders, or where this is not possible, contact them at their earliest convenience to notify them and make alternative arrangements;
- attend pre-start meetings for each individual order, unless otherwise notified by us;
- notify us as soon as reasonably practicable of any unforeseen works that are required;
- notify us as soon as reasonably practicable, and no later than the end of the working day, of any health and safety incidents;
- notify us as soon as reasonably practicable, and no later than the end of the working day, of any safeguarding concerns;
- Attend regular contract meetings, which will be held at a minimum of 3 monthly intervals.

16. KEY PERFORMANCE INDICATORS

16.1 Contractors will be assessed on the following aspects of performance:

KPI	Target	How Assessed
Compliance with the written brief / specification / drawings	100%	By a Council representative
Health and safety incidents	0	Incident reports
Customer service	95% rated good or very good	Survey of customers to establish their views on the contractor's communication, keeping appointments, attitude towards the customer, and keeping the work area clean and tidy
Compliance with timescales	95%	Works are started on time and completed within the agreed timescale

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