



## Part 2 Specification

**Contract Reference**

**TCOS2518**

**Contract Title**

**Standing List of Contractors for Disabled  
Facility Grant Works**

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# 1. Overall Scope and Nature of the Requirement

- 1.1 The Council is seeking experienced Contractors with the appropriate skills to be awarded places on a Standing List of approved Contractors to provide Disabled Facility Grant works in the homes of private householders.
- 1.2 The works will fall into the following categories:
  - Stair Lifts;
  - Grab Rails;
  - Ramped Access;
  - Level/Low Access Showers;
  - Ground Floor Bathrooms;
  - Other ancillary works.
- 1.3 The Disabled Facility Grant (DFG) is a means-tested grant, available to qualifying persons, for adaptations to provide better facilities and freedom of movement in and around their home. Where adaptations are necessary, a DFG can provide help with the cost of making these adaptations to the disabled resident's home, making it easier for them to continue living there.
- 1.4 As the DFG is paid by the Better Care Fund to the local authority, Torbay Council is responsible for making appropriate arrangements to ensure that the works are carried out.
- 1.5 **Please note:** The contractual arrangements for works called off this Standing List will be between the Contractor and the householder and not between the Contractor and the Council.

## 2. Minimum Requirements

- 2.1 All Contractors must hold an Environment Agency Waste Carriers Licence;  
All Contractors and staff must hold a Certificate of Training for an Asbestos Awareness Course;  
All the Contractor's staff must have a suitable qualification and registration for the work they undertake;  
In addition, for Lot 1 Applicants, all staff must hold a Construction Skills Certification Scheme (CSCS card).

## 3. Specific Requirements

### CONTRACTOR PRELIMINARIES

#### 1. GENERALLY

- 1.1. The contractor should allow for all the following within his fixed priced quotation split over the prices and not as a separate cost.
- 1.2. The contractor will be deemed to have included for all costs and expenses involved in the following clauses.
- 1.3. The Contract is for work to individual owner/tenant occupied houses unless otherwise specified. The contract will be between the owner/occupier and the successful contractor.
- 1.4. The successful contractor will be required to enter into a fixed price agreement/contract with the employer and no claims for fluctuations in costs of materials and labour will be accepted. The contractor must make full allowance for this when preparing his quotation.
- 1.5. The contractor is to note that the property will be occupied and all items of work must be executed with all reasonable consideration for the owners, and as far as possible with as little inconvenience to normal everyday living conditions.
- 1.6. The contractor shall include for the removal from room to room of furniture carpets and fittings as may be necessary and for the replacement after completion (inc. lifting and re-fitting fitted carpets).

#### 2. DESCRIPTION OF WORKS

- 2.1. The works will consist of minor repairs, improvements, extensions to, full renovations to the property which may be in accordance with Local Authority guidelines, or

adaptations to the property for a disabled person in accordance with an Occupational Therapist and Local Authority guidelines, or a combination of both.

- 2.2. All will be as detailed in the schedule of work and accompanying drawings.
- 2.3. Works are to be considered all-inclusive of ALL requirements – except where specified to the contrary, the contractor is to allow for all labour, materials packaging cartage risk unloading safe storage undercover when and where required moving locating hoisting and fixing, use of all tools implements tackle scaffold and other plant, use of tarpaulins and temporary enclosure of openings and other items for the works and for the protection of workman and for the protection and security of the structure.

### **3. SITE INSPECTION**

- 3.1. The contractor should visit the site and satisfy himself as to the nature of the works and make all allowances for any contingencies that may influence his quotation, including means of access, nature of any ground to be excavated, unloading and storage of materials, also loading up material and plant etc., as no allowances will be made for any want of description as to the nature of the site, scope or order of work or other general contract matters and in PARTICULAR TO AQUAINT HIM/HERSELF WITH THE CLIENT.
- 3.2. The Contract is to be carried out to its true intent and meaning, and the contractors attention is drawn to the various clauses herein relating to the same and to the drawings, Schedule of Works.
- 3.3. Any doubt or obscurity should be raised before the fixed priced quotations are sent in. A clear direction will be given to all submitting contractors on any particular point. The site inspection must be arranged beforehand with the client directly unless otherwise specified.

### **4. DEFINITIONS**

- 4.1. The following shall apply on drawings and schedules of works / Rates unless otherwise indicated:
  - 4.1.1. Strip out and demolish shall include propping and bracing as required for the structure and carting away from site. Making good shall include making good to match existing work around, through, up and over new openings and the proper jointing, to existing fabric and finishes, cutting, tooting, bonding, pinning, levelling and preparing, filling and facing up brickwork or blockwork, dubbing out plaster to walls, making good to ceilings and floors, repairing skirting and architraves or providing new to match existing as appropriate.

Making good to decorations is to cover a nominal band encompassing the work carried out (200mm). The decoration may include trying to blend new paint work to existing, or if wall paper is disturbed all gaps in the disturbed area should be left filled and the area smooth ready for redecoration by others, unless otherwise specified.

- 4.1.2. Decorations to new build extensions to be 1no mist coat and 2no full coats emulsion to plasterwork and Knot, stop up, prime 1no undercoat and 1no gloss finishing coat to woodwork.
- 4.1.3. Where the term or other approved is used the contractor must submit details of any alternative goods to the Technical Officer for approval, prior to the work commencing.
- 4.1.4. The Schedule of Works / Rates shall be read in conjunction with the drawings. Should any discrepancy or divergence become apparent to the contractor during the preparation of his fixed price quotation, the Schedule of Works shall take precedence.
- 4.1.5. Should any such discrepancy or divergence become apparent after commencement of works, the contractor shall immediately give written notice to the Technical Officer specifying the discrepancy or divergence, and the Technical Officer shall then issue instructions with regard thereto.

## **5. SUBMITTING CONTRACTORS**

- 5.1. Submitting contractors' quotations shall be fixed price and must remain open for acceptance for a Specific period of months as indicated on the form of quotation from the closing date for receipt of quotations. Forms of quotation are supplied with the fixed price quotation documentation and only these forms are to be used in the submission with the quotation and to include the itemised breakdown.
- 5.2. The contractor should allow for anything necessary for the proper execution of the works whether or not shown on the drawings or described in the Schedule of Works provided they may be reasonably inferred there from.
- 5.3. Other items should be priced separately on headed note paper and included with a letter of explanation with the fixed price quotation documents.
- 5.4. The contractor is to itemise his fixed price quotation in line with the schedule of works, lump sum prices will not be accepted.
- 5.5. The employer does not bind him/herself to accept the lowest or any fixed price quotation or any section of same, neither do they hold themselves responsible for any expense the contractor may incur in the preparation or in the adjustment of accounts.
- 5.6. In the case of fixed priced quotations for the supply of goods or materials where it is appropriate the Client may reserve the right to divide the order amongst two or more contractors.
- 5.7. The employer or Torbay Council will not be liable for any costs incurred in the preparation and submission of a fixed price quotation.
- 5.8. No fixed price quotation will be received except in the plain sealed envelope provided and shall not bear any name or mark indicating the sender.

- 5.9. If the contractor requires an extension of time to submit their fixed price quotation, reasonable notice must be given to Torbay Council being no later than 5 days before the quotation deadline, otherwise an extension of time could be refused.

## **6. FEES AND CHARGES**

- 6.1. The contractor is to include for all payments due in respect of Building Control inspection fees and Utility Company charges, unless otherwise agreed with the regional local authority as relevant and will be reimbursed upon completion of the works.
- 6.2. The contractor shall be responsible for submitting all Building Control cards applicable for the work and allowing access for the Building Control Officers to inspect the work, including the provision of the final completion certificate

## **7. COMPLIANCE WITH REGULATIONS ETC.**

- 7.1. The whole of the works is to be carried out to the entire satisfaction of the Technical Officer and in strict accordance with Local water board bylaws BS Codes of Practice, IEE Wiring Regulations, Gas Safe Regulations Building Regulations and any Construction and Health and Safety Legislation applicable in force at the time of quotation.

## **8. OWNER / OCCUPIER EFFECTS**

### **8.1. Protection of Furniture etc.:**

Furniture and carpets shall be protected adequately by dust sheets and these sheets should be carried away at the end of the work so as to minimise the dust within the property.

Operatives are expected to move large items of furniture etc. but if breakable or valuable items are present, it may be advisable to request the owner/occupier to move them to a safe place.

If owners/occupiers belongings are damaged then the operative **MUST** advise the owner whom to contact and notify the Technical Officer immediately.

### **8.2. Use of Cleaning Equipment:**

The contractor should provide their own dustpan and brush or vacuum cleaner. Owners/occupiers equipment must only be used with their express consent.

### **8.3. Gardens:**

Damage to plants trees paths etc. should be avoided as far as possible, if some damage is inevitable this should be notified to the Technical Officer and agreed with the owner/occupier before work begins.

### **8.4. Tools:**

During the course of the work operative are will use their own equipment and tools. If power is required then a generator should be used or an agreement reached with the owner/occupier regarding reimbursement for the cost of electricity used.

**8.5. Materials:**

Any plant equipment or materials shall not be left in a dangerous or inconvenient position within the property, and agreement should be reached with the owner/occupiers on placing of such items.

Any ladders are to be planked or removed overnight.

**Safety:**

If a hazard is created by the work, where properties are in a dangerous or unsafe condition, then the operative must ensure that an adequate warning is given.

Obviously particular attention needs to be given to take into account young children and the elderly.

Work must be carried out in accordance with the Health and Safety at Work etc. Act and other safety legislation, if work is to be carried on the next day then all equipment and materials should be placed in a safe place access restricted and debris cleared away.

**8.6. Fire Risk:**

Whenever a naked flame is used at the property, then adequate precautions must be taken to safeguard fire risk.

**Compensation Claim:**

Where an owner makes a claim for damaged effects then the contractor must ensure that a return visit is made within 24hrs to ascertain any damage and possible compensation that may be needed.

Any further processing of these claims must be dealt with quickly.

**8.7. Additional Jobs:**

Owners/occupiers sometimes require works to be done when the operative is at the property. These can only be carried out if the following procedures have been followed:-

- Fixed quote provided for the work, given to the Technical Officer.
- Written permission given by the Technical Officer to carry out the work
- If this is not adhered to payment for the work cannot be guaranteed
- Although in emergency, the contractor is to use his common sense.

**8.8. Rubbish/Building Debris:**

All building debris, including broken glass, plaster, brickwork, timber etc. should be suitably bagged and removed from site when the contractor leaves.

Larger and heavier materials (e.g. back boilers or cast iron baths) should be left in a safe place, ready for collection within a maximum of three working days.

**8.9. Leaving Uncompleted Work:**

If it is not possible to complete the work the contractor is required to ensure that the property is left in a safe condition and that proper arrangements are made with the owner for completion of the work.



All services must be connected for the owners use and the property must be left habitable overnight, at weekends and public holidays.

**8.10. Leaving Completed Work:**

Once the job is complete, operatives should make sure the occupier is satisfied. A check should be made that all services are in working order, and if it is a new appliance or part, then the owner must be informed on how to operate this, where appropriate. Operative must complete all Manufacturers warranties / guarantees and hand to client

**9. CONTINUITY OF WORK**

9.1. The contractor should ensure that once the works commence, that the work is completed without any breaks, unless for exceptional circumstances which should be notified to the Technical Officer immediately.

**10. MATERIALS AND WORKMANSHIP**

10.1. Materials goods and workmanship shall be of the best of their respective kinds and those for which there is a British Standard or Code of Practice shall comply therewith unless otherwise stated with the latest edition.

10.2. The contractor shall carry out everything necessary for the proper execution of the works whether or not shown on the drawings or described in the Schedule of Works, provided same may reasonably be inferred there from

10.3. All materials shall be handled and fixed in accordance with the manufactures instructions and must be suitable for the purpose for which they are used.

**11. PLANT TOOLS etc.**

11.1. Provide all plant tools and vehicles necessary for the efficient and expeditious execution of the works and at or before completion clear same from buildings and site and make all good.

**12. SITE STORAGE**

12.1. The contractor must acquaint themselves with the site layout and location of the property. Storage facilities may be restricted and the contractor must allow for any necessary additional storage and transport costs.

12.2. Locations of storage and works areas must be agreed with the clients and Technical Officer prior to the commencement of works on site.

12.3. Any re-siting due to initial location or sequence shall be at the contractor's expense.

**13. STATUTORY SERVICES**

13.1. The contractor shall make all necessary arrangements for the provision of all gas, water, electrical etc. in consultation with client.

- 13.2. The contractor shall provide all necessary water and electricity for the works with all temporary plumbing storage wiring socket outlets and lighting together with all necessary meters and shall pay all charges in connection therewith, alter and adapt as necessary and remove on completion.

#### **14. PROTECTION OF SERVICES**

- 14.1. The contractor shall allow for the Identification and protection of any sewers, electrical mains, telephone cables, gas and water mains.

#### **15. OVERTIME NIGHTWORK AND INCENTIVES**

- 15.1. If the contractor wishes to work on site for any time outside the normal five day working week he must give the Technical Officer one week's notice in writing.
- 15.2. All costs of overtime or night work or the payment of incentive bonus must be borne by the contractor and no claim for additional payment in this respect will be allowed.

#### **16. SECURITY AND LIGHTING**

- 16.1. Provide all requisite security and lighting and everything else necessary for the protection of the works, the public and all persons using the premises during the execution of the works.
- 16.2. The dwelling will be secured at the end of each working day in terms of both wind weather and intrusion with due regard given to the clients and any visitors entry and exit requirements in connection with daily activities and fire escape.

#### **17. CONTRACTORS RESPONSIBILITY FOR DAMAGE**

- 17.1. The contractor will be held responsible for and must make good at his own expense any damage caused to buildings carriageways, kerbs, pavements, paving's, trees, shrubs, lamp posts, fencing, drains pipes, cables, mains services, etc. arising from the execution of the Contract works.

#### **18. TEMPORARY LIGHT AND POWER**

- 18.1. Provide all temporary lighting and electrical power required for the works and for all temporary wiring fittings meters etc. defraying the cost of all current consumed and paying all fees chargeable in connection therewith.

#### **19. HEALTH WELFARE AND SAFETY**

- 19.1. The contractor shall in respect of all persons observe and perform all relevant statutory provisions and obligations relating to their Health, Welfare and Safety. In particular, the contractor's attention is drawn to the following requirement:
- If work involves more than 30 days' work and/or 500 person days HSE must be notified
  - If work involves any type of demolition work HSE must be notified

- 19.2. The contractor shall provide all on site welfare facilities for the duration of the contract unless otherwise agreed in writing with the client and/or Technical Officer.

## **20. SCAFFOLDING**

- 20.1. The contractor shall provide all scaffolding necessary for the execution of the works and dismantle and clear away when no longer required.
- 20.2. No scaffolding to be removed without prior notice being given to the Technical Officer.
- 20.3. Metal scaffolding and timber scaffold boards shall comply with current requisite legislation.

## **21. COVERING AND PROTECTION**

- 21.1. Provide all necessary covering up and protection of the works from damage by inclement weather. Reinststate any work damaged to the satisfaction of the Technical Officer.

## **22. WASTE AND RUBBISH**

- 22.1. Contractors are responsible for ensuring that they are registered with the Environment Agency for the carriage and disposal of waste, if appropriate. Or, if a waste disposal company is used to remove the site waste, the contractor is to ensure this company is registered with the Environment Agency for waste disposal and carriage.

For advice and guidance, visit:

<http://www.environment-agency.gov.uk/business/sectors/wastecarriers.aspx>

- 22.2. Clear and cart away up rubbish from time to time as it accumulates, including that arising from sub-contractors and dispose of responsibly at a licensed waste removal site.

## **23. EXTRA WORKS**

- 23.1. The contractor shall not without written authority from the Technical Officer carry out any work he considers is not included in his fixed price quotation or contract.
- 23.2. Any additional work likely to involve extra cost shall be brought to the attention of the Technical Officer at the time that the necessity for such additional work becomes apparent and instructions in writing shall be obtained from the Technical Officer before proceeding.
- 23.3. Where extra work arises from the use of improper materials or workmanship carelessness or lack of supervision by the contractor no additional payment for such works shall be made.

## **24. VARIATIONS**

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- 24.1. The Technical Officer may from time to time request variation of the work by way of addition or deduction and no such variation shall invalidate this contract.
- 24.2. The contractor shall provide the Technical Officer details of his priced breakdown of variations for use by the Technical Officer when required
- 24.3. Where practicable variation shall be measured and priced pro rata with the details of the contractor's fixed priced quotation.

## **25. DRYING OUT**

- 25.1. The contractor shall allow for providing all necessary heating appliances fuel electrical current and attendance for drying the works and he is to notify the Technical Officer of the method he proposes to adopt.

## **26. ADJOINING PROPERTY**

- 26.1. The contractor shall provide all necessary protection and make good all damage to adjoining property pavements etc. which may occasioned by the building works.
- 26.2. Where there is any doubt about the suitability of the adjoining property or in the event of possible disturbance the contractor shall inform the Technical Officer immediately in writing.
- 26.3. The Technical Officer shall then issue such instructions as are deemed to be necessary.

## **27. DAMAGE TO ROADS AND FOOTPATHS**

- 27.1. The contractor is to allow for making good damage to roads and footways whether public or private caused by building operations and provisions of services.

## **28. TRADE ATTENDANCE**

- 28.1. The contractor shall provide for proper attendance including cutting away and making good for all trades and sub-Contractors and for leaving the works in a sound and perfect condition.

## **29. LABOUR**

- 29.1. The contractor shall supply and employ only skilled, competent and experienced workmen on site and carried out in the best possible manner.
- 29.2. Sub-letting will not be allowed on any portion of the work without the express approval of the Technical Officer.
- 29.3. Electrical works will only be allowed to be carried out by NICEIC/ECA or Registered Domestic Installer to the current amendments to the 17th edition of the wiring regulations

- 29.4. Gas installations will only be allowed to be carried out by suitably qualified Gas safe Registered Plumbers.
- 29.5. The contractor will be responsible for all sub-contractors work and ensure the work is correctly executed. Should the contractor fail to do this the onus to reinstate correctly will fall upon the contractor who will have to pay reinstatement costs.

### **30. STATUTORY REQUIREMENTS**

- 30.1. The contractor shall in respect of his employees observe all relevant statutory provisions relating to their remuneration conditions of service, health, welfare and safety at work including but not limited to the provisions of the Contracts of Employment Act 1972 and the Employment Protection Act 1975 and the Trade Union Labour Relations Act 1974.

### **31. SUPERVISION**

- 31.1. The contractor shall at all reasonable times keep upon the premise a competent person in charge.

### **32. INCLEMENT WEATHER**

- 32.1. No concrete shall be mixed or brickwork laid when the temperature is below 4 degrees C or below on a falling scale without the written permission of the Technical Officer who will agree the precautions to be taken in writing.

### **33. CLEANING ON COMPLETION**

- 33.1. The contractor shall provide for scrubbing and washing all floors, staircases etc. and cleaning all glazing inside and out.
- 33.2. Upon completion of the contract the contractor shall leave the premises clean and tidy and fit for occupation all to the approval of the Technical Officer.

### **34. DEFECTS PERIOD**

- 34.1. The contractor is to maintain the works in accordance with the conditions of the applicable contract for a period of between 3 months and 12 months from the date of agreed completion with the Technical Officer.
- 34.2. No monetary retention will be held unless specifically indicated in the fixed price quotation documentation.

### **35. FINAL ACCOUNTS**

- 35.1. Where a final joint inspection of the works is required, the contractor should notify the Technical Officer at least seven days before practical completion is expected, to agree the final completion inspection.

- 35.2. The contractor should issue a final account including all guarantees and certificates to Torbay Council within 7 days of the agreed completion date so arrangements can be made for payment.
- 35.3. No final payment of the works will be approved until all completion documentation is received from the contractor.

### **36. PAYMENTS**

- 36.1. Generally payments will be dealt with upon submission of invoice to Technical Officer.
- 36.2. For works under £5000 normally no interim payments will be allowed. For values above this stage payments will normally be carried out at 25%, 50%, 75% and 100%. All payments are subject to satisfactory inspection by Technical Officer, Clients Agreement and Grants Officer where applicable.
- 36.3. Contractors should normally receive payment within 28 days by way of BACS transfer.

### **37. PC AND PROVISIONAL SUMS**

- 37.1. All goods or works to cover the cost of which Prime Costs or Provisional Sums are provided in the Schedule of Works shall be obtained from firms selected by the Technical Officer, and the contractor shall not deviate without written instruction from the Technical Officer first.
- 37.2. The contractor shall produce receipted accounts for all Prime Costs and Provisional Sums referred to in the Schedule of Works at the time of settling the various accounts or certificates being issued.
- 37.3. All Prime Costs and Provisional Sums are at the disposal of the Technical Officer, and if not required or if paid for direct by the employer, will be omitted at the settlement of accounts, together with any profit added.
- 37.4. The nominated sub-contractor shall be paid the sum as included in the Certificates issued to the contractor (if used) by the Technical Officer, and no further payments for the nominated sub-contractor will be included in subsequent Certificates until the receipts for previous payments directed to be made to them have been produced.

### **38. BRITISH STANDARDS**

- 38.1. Except where Torbay Council otherwise determines, where an appropriate British Standard or British Standard Code of Practice is current at the date of quotation, every contract shall require that all goods and materials used or supplied and all workmanship shall be at least in accordance with that standard.
- 38.2. The contractor will keep up to date and comply with current legislation and Code of Practice.

### **39. VAT**

- 39.1. It is the contractor's responsibility to determine and separate the VAT costs as appropriate in the section below for the attached works.
- 39.2. If you do not show the amounts to be charged at the current rate, no claim will be accepted on any future application for payment.
- VAT zero rated work
  - VAT reduced rated work
  - VAT standard rateable work

### **40. FORM OF CONTRACT**

- 40.1. The contractor will be expected to enter into a formal agreement/contract with the client, not Torbay Council, for the due and proper execution of the works in such form.
- 40.2. However the type of contract to be used will be at the discretion of Torbay Council.