**ADS1 Architect Design Services (London)**

**SPECIFICATION OF SERVICES**

**CONTENTS**

# 1. GENERAL REQUIREMENTS

1.1. Introduction

1.2. Scope of LHC requirements

1.3. Statutory, Regulations and Standards Requirements

1.4. Consistency of project delivery

1.5. Supplier’s Core Project Team

1.6. Business Continuity and Disaster Recovery Plan

# 2. PERFORMANCE REQUIREMENTS AND SPECIFICATION

2.1. General Note

2.2. Aims and Objectives

2.3. Buildings and properties which are covered by this workstream

2.4. Primary Service Requirements

2.5. General Performance Requirements

# 3. APPENDICES

APPENDIX 1 Architects Services

APPENDIX 2 Principal Designer Duties

# 1. GENERAL REQUIREMENTS

## 1.1. Introduction

This section sets out the LHC technical and performance requirements for ADS1 Architects Design Services.

In summary the services to be delivered cover the full range of RIBA stages 0-7 to support building projects from site find, survey and feasibility through to design, project management and completion.

Property types will include but ids not limited to housing, bungalows, flats, apartments, sheltered accommodation, care homes, student accommodation and all types of community buildings of all types of tenure.

Services are required for the following workstreams:

1. Master Planning and Feasibility

2. Education / Social Care / Community Provisions

3. Housing

4. Commercial / Industrial

5. Conservation and Heritage

6. Public Realm and Landscape

7. New Design

## 1.2. Scope of LHC / LB Southwark requirements

The framework is for services delivered by Southwark Council and ant other Contracting Authority across London.

In each area bidders will be required to offer the services described below.

**1.2.1 Master Planning and Feasibility**

This lot is for the preparation and production of Strategic or Project-specific Masterplans and Feasibility Studies for various Public Sector Clients within LB Southwark and across London.

This lot will NOT be defined by value bands.

Successful candidates will have demonstrated, through the SQ and ITT evaluation processes, excellent capabilities in project and team management, stakeholder engagement and consultation, options appraisals, business planning, traffic appraisals, land use and infrastructure surveys. They will also be able to demonstrate, by example, how social and environmental context, infrastructure and services, energy sources and security, connectivity and future needs have been successfully addressed in completed projects.

**1.2.2 Education / Social Care / Community Provisions**

This lot will include full Architects’ Services for new, remodelled and refurbishment projects in the education, social care and non-housing community buildings sectors.

This lot will be divided into three value bands:

* £0 - £5m
* £5m - £20m
* £10m +

Successful candidates will have demonstrated, through the SQ and ITT evaluation processes, excellent capabilities in project and team management, stakeholder engagement and consultation, project brief development, innovation, design skills, pre- and post-contract management and cost management.

**1.2.3 Housing**

This lot will include full Architects’ Services for new low, medium or high-rise housing projects.

This lot will be divided into three value bands:

* £0 - £5m
* £5m - £20m
* £10m +

Successful candidates will have demonstrated, through the SQ and ITT evaluation processes, excellent capabilities in project and team management, stakeholder engagement and consultation, project brief development, innovation, design skills, pre- and post-contract management and cost management.

They will also have demonstrated, by example, awareness of and excellent capability in social context, sustainability and low energy use.

**1.2.4 Commercial / Industrial**

This lot will include full Architects’ Services for new, remodelled and refurbishment projects in the commercial and industrial buildings sectors.

This lot will be divided into three value bands:

* £0 - £5m
* £5m - £20m
* £20m +

Successful candidates will have demonstrated, through the SQ and ITT evaluation processes, excellent capabilities in project and team management, stakeholder engagement and consultation, project brief development, innovation, design skills, pre- and post-contract management and cost management.

**1.2.5 Conservation and Heritage**

This lot will include full Architects’ Services for projects in conservation areas and buildings with a significant heritage content.

This lot will NOT be defined by value bands.

Successful candidates will have demonstrated, through the SQ and ITT evaluation processes, excellent capabilities in project and team management, stakeholder engagement and consultation, project brief development, innovation, design skills, pre- and post-contract management and cost management.

They will also have demonstrated, by example, awareness of and excellent capability in the conservation and heritage context.

**1.2.6 Public Realm and Landscape**

This lot will include full Architects’ or Landscape Architects’ Services for projects in the public realm.

This lot will NOT be defined by value bands.

Successful candidates will have demonstrated, through the SQ and ITT evaluation processes, excellent capabilities in project and team management, stakeholder engagement and consultation, project brief development, innovation, design skills, pre- and post-contract management and cost management.

They will also have demonstrated, by example, an excellent capability in the creation of imaginative, flexible, practical and future proofed solutions together with an awareness of historic context, character, identity and place, long life and low maintenance.

**1.2.7 New Design**

This design lot is targeted at emerging, innovative practices that may be SME or Micro organisations. Successful candidates will have demonstrated particular skills in design capabilities, by providing evidence of excellent projects at SQ stage and design processes and methodologies at interview stage. Clients will be required to produce a Business Case for call-off use for this Lot.

## 1.3. Statutory, Regulations and Standards Requirements

The Appointed Company shall ensure compliance at all times with all statutory requirements in relation to its obligations in undertaking the required works and further the statutory obligations of the LHC Client.

**European Statutory Instruments:**

|  |  |
| --- | --- |
| Directive 2010/31/EU Directive 2012/27/EU | Energy Performance of Buildings Energy Efficiency |
| Directive 2014/24/EU | Procedures for the award of public works contracts, public supply contracts and public service contracts |
| Directive 2007/66/EU | Remedies |
| EU Reg No 305/2011 | Construction Products Regulation 2011 |

**Building Regulations England and Wales:**

|  |  |
| --- | --- |
| Approved Doc A | Structural safety |
| Approved Doc B | Fire safety |
| Approved Doc C | Site Preparation and resistance to contaminants and Moisture |
| Approved Doc D | Toxic substances – Cavity insulation |
| Approved Doc E | Resistance to Sound |
| Approved Doc F | Ventilation |
| Approved Doc G | Sanitation, hot water safety and water efficiency |
| Approved Doc H | Drainage and waste disposal |
| Approved Doc J | Combustion appliances and fuel storage systems |
| Approved Document K | Protection from falling, collision and impact |
| Approved Doc L | Conservation of fuel and power |
| Approved Doc M | Access to and use of buildings |
| Approved Doc P | Electrical safety – dwellings |
| Approved Doc Q | Security dwellings (England only) |
| Approved Doc Reg 7 | Materials and workmanship |

# Building Regulations Wales 2010 and amendments

Approved Doc B vol 2 Fire safety

Approved Doc L Conservation of fuel and power Approved Doc N Glazing Safety (Wales Only)

**Statutory Regulations and Instruments:**

|  |  |
| --- | --- |
| SI 2015 No. 102 | The Public Contracts Regulations 2015 |
| SI 2011 No. 2452 | Energy Performance of Buildings (Certificates and Inspections) (England and Wales) (Amendment) Regulations 2011 |
| SSI2012 No.315 | The Energy Performance of Buildings (Scotland) Amendment Regulations 2013 |
| SG/2014/83 | Climate Change (Scotland) Act 2009 |
|  | Climate Change Act 2008 |
| 1974 C. 37 | Health and Safety at Work etc. Act 1974 |
| * SI 2005 No, 735 | The Working at Height Regulations 2005 |

SI1998 No. 2302 The Lifting Operations and Lifting Equipment Regulations 1998

SI 2015/ 51 The Construction (Design and Management) Regulations 2015

2019No.0000 National Minimum Wage (Amendment) Regulations 2019

It is also likely that revisions to the Building Regulations will be implemented during the life of this agreement. Appointed companies shall be expected to have exercised sufficient preparations to enable full conformity when any revisions come into effect.

It should be noted that those bidders applying to provide services with in all boroughs in Greater London will be required to provide evidence that they are signed up to the London Living wage.

It is important to note that Building Regulations conformity must be to those, which are applicable at the point of application.

It is a requirement that any lack of compliance be immediately brought to the attention of the LHC Client in writing together with a recommended action plan and a risk plan in order to mitigate any exposure to risk and rectify any situation in the most expeditious manner.

## 1.4. Consistency of project delivery

It is essential that you, the tenderer, fully recognize the importance of being able to provide and maintain a project delivery service that is fully compliant with the specification of Services within this document, consistently throughout all areas you have applied to service.

Companies selected to receive this Invitation to Tender must be aware and acknowledge that if subsequently appointed to the framework, it will be the responsibility of all Directors, Managers, Employees and sub-contractors of the Appointed Company to deliver call-off projects awarded under the framework in full accordance with the terms, conditions and specifications described in this ITT and Offer Document, and to proactively promote best practice to all LHC customers.

Please note that any failure to maintain this required standard whilst servicing the framework agreement may result in your company’s suspension or exclusion from it.

## 1.5. Supplier’s Core Project Team

The appointed company will be required to put in place a core project team for all LHC projects or programmes procured under this framework to ensure all contracts awarded through LHC meet the level of standards expected from our Clients.

It is required that all staff are fully co-ordinated and integrated into the main contract to accommodate the needs of the framework user. The management structure must ensure that a feedback loop is developed and maintained between all parties, in relation to the services delivered.

A competent project manager with competent team, which may include but not limited to the following; will head the core project team up;

* Framework Manager
* Project Manager

Any such person appointed shall also monitor the progress of the works in accordance with the programme.

The appointed company shall be represented by a senior and competent representative at all meetings where requested to attend.

**1.6. Business Continuity and Disaster Recovery Plan**

The appointed company must comply with:

* ISO 22301 Business Continuity Management
* BS ISO 22301:2012 Societal security – Business continuity management systems – Requirements PD 25222:2011 Business continuity management – Guidance on supply chain continuity

The appointed company must demonstrate the ability to recover data and systems, and processes for frequent backup of systems and data, (the minimum of 24 hour back-up of all data and full Business recovery within 48 hours), regular tests and drills of disaster procedures, data and system backups stored offsite, appropriate and relevant insurance, documented, emergency procedures and both manual and automated procedures in place. .

The appointed company shall have in place and operate arrangements that, in the event of an unforeseen circumstance that prevents them from completing a task, all uncompleted tasks can be transferred to another consultant/project manager and completed in accordance with the relevant requirements and standards, to the satisfaction of the LHC Client.

# 2. PERFORMANCE REQUIREMENTS AND SPECIFICATION

## 2.1. General Note

This section sets out a structure for what types of consultancy services should be offered. However, it should be noted that for each project the Clients will specify their requirements which are to be fully complied with by the Appointed Companies.

As a minimum requirement you are expected to, set up a Service Level Agreement to ensure the client is asked the right questions, this would then provide an understanding of the client’s objectives and the requirements needed to be delivered.

* Project Scope
* Why are they requesting the project, and what are they looking to achieve
* What their service requirements are (e.g. technical, financial, and/or strategic)
* The resources, (e.g. staffing, financial etc.) required through the whole process –
* How will the project be funded and what contingency plans will be put in place
* Timescales, Key reporting and communication requirements

## 2.2. Aims and Objectives

The aims and objectives of the LHC Clients are:

* Reduce repair and maintenance (life cycle) costs per property
* Maximise efficiencies in delivery of the programme
* Demonstrate value for money
* Establish sound and stable relationships between the Client and companies and other companies in the supply chain
* Achieve measurable continuous improvement by reference to agreed Key Performance Indicators
* Innovation
* Safe Working
* Promote and adopt the use of Sustainable products
* Promote the principles of Corporate Social Responsibility
* Promote the sustainable use of energy in buildings, including the adoption of low and zero carbon technologies, the promotion of energy efficiency and carbon reduction measures and contribute to the alleviation of fuel poverty

## 2.3. Buildings and properties which are covered by this Framework

Due to the diversity of our Clients, this framework agreement shall include all types of buildings (please note below is not an exhaustive list of buildings):

* Individual dwellings – houses and flats
* Houses in Multiple occupation
* Residential Blocks – Low-Rise, Medium Rise and Tower Blocks
* Residential homes including those with vulnerable persons, (e.g. Care Homes and Hostels)
* Student accommodation
* Commercial offices buildings, central or local housing team offices, halls, community centres and day care centres.
* Schools
* Colleges
* Universities
* Research Establishments
* Sports facilities
* Other types of community buildings
* Retail
* Industrial

Other properties owned or managed by a public body Framework end user

The framework shall provide the LHC Clients with the ability to provide the service in the following types of ownership:

* Their own properties - offices, libraries, sports hall etc.
* Their own tenanted housing
* Leaseholders within managed blocks
* Leaseholders and home owners within their jurisdiction
* Commercial Leaseholders
* Private individuals

## 2.4. Service Requirements

2.4.1 **Architects services**

Architects services offered to the client should include all services described in APPENDIX 1 – ARCHITECTS SERVICES covering all the RIBA work stages as defined in the RIBA Plan of Work 2013.

These services shall be completed by an experienced Architect who is registered with ARB (Architects Registration Board) as defined under The Architects Act 1997, or an Architects’ Practice that has more than one Architect who are registered with ARB.

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# 2.4.2 Principle Designer Duties (if required)

If instructed and agreed with the Client, undertake duties prescribed by the CDM Regulations 2015 as Principal Designer as described in APPENDIX 2 – PRINCIPAL DESIGNER DUTIES

These duties shall be provided by a competent, experienced Principal Designer who can provide evidence of the following:

* + A thorough understanding of Health and Safety legislation and how it is applied to on site construction activities
  + Ability to manage health and safety risk with programme costs whiles ensuring legal compliance
  + Undertaking site inspections to determine health and safety compliance
  + Strong technical awareness of CDM Regulations 2015 and compliance with the skills, knowledge and experience and capability outlined in CDM Regulations 2015, HSE Guidance document L153 and guidance
  + NEBOSH Construction Certificate or similar qualifications
  + Membership of IOSH at Tech or Graduate IOSH status
  + Have safety in design training provided by a recognised organisation such as RIBA or The Association for Project Safety

# 2.4.3 Public Realm and Landscape Services

Services offered to the client should include all services described in APPENDIX 1 – ARCHITECTS SERVICES covering all the RIBA work stages as defined in the RIBA Plan of Work 2013, in respect of projects including the following but not limited to:

* Publicly accessible external urban spaces.
* Streets, squares, and other rights of way in residential, commercial or civic areas.
* Urban parks.
* Public shared spaces that are used for socialising, playing, working, shopping, traversing and using for activities such as exercise and enabling social processes among residents and citizens.

Public Realm design services may be completed by an experienced Architect or Architects who are registered with ARB (Architects Registration Board) as defined under The Architects Act 1997, or an Architects’ Practice that has more than one Architect who are registered with ARB or Urban Design Network members of the Royal Town Planning Institute or equally qualified designers.

Landscape design services may be completed by members of the Landscape Institute or Landscape Architects with the following or equal qualifications:

* Landscape Architecture – BA (Hons)
* Landscape Architecture – MA
* Landscape Architecture and Design – BA (Hons)
* Master of Landscape Architecture (MLA)

**2.5. General Performance Requirements**

# a. Report Format

Reports shall be, submitted in an approved format, (including regard around any confidential or sensitive information) and as a minimum be open source, which shall be compatible with PDF, Word and Excel, made available and supplied by email (and hard copy when required) to the Client, and its representatives, including contractors and sub-contractors, (when required). This shall be within the deadlines stipulated within the Call- off specification and Service Level Agreement Response Times.

All reports should be robust and be technically competent, (including details of methodologies and procedures employed to ensure all relevant technical standards have been followed and met), be signed off internally as technically accurate prior to handover, and be provided in a format to meet the requirements and approval of the LHC Client

Any reasonable requests for changes to draft reports from the LHC Client should be carried out at no charge, prior to finalisation of the report

All reports shall contain the technical qualifications, experience and signatures of the report authors, all relevant third-party signatures, (e.g. from sub-contractors), the date and time of any inspections/monitoring/testing/assessments/surveys/audits carried out. Reports shall include any caveats, qualifications, limitations and recommendations for any further works/services

Reports shall be, made available to the client within the minimal standard for the framework of Five (5) working days.

Reports required as a result of an emergency request, such as a RIDDOR event should be delivered to the LHC Client within twenty-four (24) hours. This timeframe specified at call-off shall be, agreed with the Client and included in the Service Level Agreement.

It will be the responsibility of the Appointed Company to report any non-conformances to the Clients appointed responsible person, this must include recommendations for all necessary remedial action to mitigate the risk.

Appointed Companies Reports and IT systems shall fully comply with the Data Protection Act 1998 and ISO 27001. All information recorded shall be the property of the LHC Client and available at no cost to the Client, with access to all information recoded on behalf of the Client supplied during the time of a call-off contract and on completion. This includes any agreements to store information on behalf of the Client for a predetermined period of time after the completion of a call-off contract.

# b. Competence of all Tasks

The appointed company will confirm and ensure that it employs competent personal that have and maintain the appropriate qualifications and level of experience, and competency, including training and knowledge of applicable standards (in line with required common minimum technical standards and competency requirements) to carry out the services to be undertaken.  Evidence of service specific training from the appointed company acceptable to the client is required prior to any works commencing on site

* The appointed company must ensure that the competency of their employees is verified at no greater than 12-monthly intervals through examination of personnel records and any evidence of incompetency should be reported to the LHC appointed framework manager and LHC divisional manager, when required.
* The appointed company must maintain records of current capability, training, competence and identified route to competence for each employee.
* assign employees to projects commensurate with the levels of skill and competence required to undertake the tasks

In addition, the Appointed Companies are responsible for obtaining Disclosure and Barring Service Checks on such personnel. Appointed Companies may be requested in Call-off documentation to provide evidence of compliance to meet these obligations.

# c. Site visits (if required)

The Appointed Company shall ensure that sufficient capacity is maintained to provide the Service during staff holidays, or absence through sickness or any other cause and that all operatives have the appropriate CSCS card to work on or visit construction sites

The Appointed Company shall provide when requested by LHC, documented selection and recruitment procedures which identify the suitability and experience of the employee and the training required to fulfil the services required by the LHC Clients. Rigorous reference procedures and confirmation of identify for all staff shall be followed before employment commences.

Enhanced Criminal Record Bureau Disclosures shall be requested for all staff involved in the execution of the framework service requirement if they come into unsupervised contact with vulnerable people. This check shall be undertaken prior to the person being allocated any work on any LHC call-off contract.

The Appointed Company shall provide sufficient management and supervisory staff to ensure that staffs are at all times are:

* Adequately supervised and properly perform their duties;
* Adequately trained and instructed with regard to all relevant policies, rules and procedures and standards;
* Adequately trained and instructed with regard to all relevant rules and procedures concerning health and safety and able to identify risks or potential safety hazards
* Adequately trained and instructed in the use of any specialist equipment required for the provision of services required by the LHC Clients.

# d. Management of Sub-consultant companies

The Appointed Company is required to actively manage all aspects of the sub-consultant involvement and shall retain responsibility for compliance with all requirements to ensure that all Services received by the LHC Clients comply with this framework agreement and other services agreed at call-off. This shall include;

* Protecting the LHC Clients agreed contractual position and ensuring that the agreed allocation of risk is maintained and that value for money is achieved from the Contract;
* Monitoring performance against agreed Key Performance Indicators;
* Solving any problems and preventing and where necessary resolving any disputes, where issues exist
* Auditing and inspecting the Sub-consultants’ services, ensuring that they comply with the contractual requirements on Quality, Health and Safety, Environmental and Legislative requirements;
* Establishing and maintaining appropriate records and information management systems to record and manage the performance of the sub-consultant Company;
* Receiving, checking and authorising invoices for payment for additional services;
* Managing communication between the LHC Clients and the Sub-consultant Companies.

The Appointed Company shall ensure that all sub-consultants shall take out and maintain with a reputable insurance, Appointed Company policy or policies of insurance providing an adequate level of cover in respect of all risks arising out of the Sub-Consultants performance, including death or personal injury, loss of or damage to property or any other loss.

Such policies shall include cover in respect of any financial loss arising from any advice given or omitted by the Sub-Consultant.

Appointed Companies shall warrant and demonstrate that all Sub-Consultants carry adequate insurance and that they are legally and professionally competent to carry out the services. The Appointed Company shall demonstrate unequivocally the acceptance of these issues