**Pan2438**

**Preliminaries and Specification**

**C742 Kitchen & Bathroom Refurbishments and/or General Works.**

The Contractor is to allow in their pricing for preliminaries, overheads, profits, all costs associated and requirements in delivering this contract and works.

## INTRODUCTION:

The schedule and any other documents forming part of the Tender shall together fully describe the work to be done by the Contractor and any work shown or described in any one or more of those documents shall be executed without any additional cost to the Authority. This applies to all trades. Any discrepancies must be notified by the Contractor during tender stage.

This is a supply and fit contract. The Contractor shall use materials as listed within this tender documenation as specificied by the Authority.

The Contractor shall ensure that all contract requirements are maintained for the duration of the contract and the defect liability period.

No work will be issued to a Contractor if they do not have in place and current all the requirements of this contract. I.e., but not limited to.

1. Insurance requirements
2. Memberships of professional bodies and trade-based qualifications, gas, electrical
3. Training, asbestos awareness, working with asbestos
4. Health and safety – task specific risk assessments and method working statements etc.,

Failure to meet this requirement may result in may ultimately result in the contract terminated.

**Non-Exclusivity:**

This Contract will be signed on a non-exclusive basis. The Authority shall have no limitation on its right to obtain goods, services or works of the same kind, quality and quantity described in the Contract from any other source at any time. This tender is intended to supplement the Authorities Housing Departments Direct Services Organisation (DSO) and it should be noted that the Authority would undertake similar works.

**There will be no guarantee of work or volume of work to be given under this contract.**

1. **DESCRIPTION OF WORKS:**

To undertake the planned and reactive refurbishment of kitchens/bathrooms and General Works within the Authorities housing stock. These works will be to both tenanted (Planned) and void (Reactive) properties.

The Contractors awarded under this contract will undertake kitchen and/or bathroom refurbishments and/or general works within the Authorities buildings.

These works will be offered via direct award to the successful Contractor of that awarded Lot. Should this Contractor not be able to meet the Authorities criteria the works will be offered to the other Lot Contractors.

Lot 1: Area A: Braunstone and Saffron

Lot 2: Area B: New Parks and Beaumont Leys

Lot 3: Area C: Central and Humberstone

**Non-Routine Works – One-off large projects**:

One-off large projects are more major projects for the refurbishment/replacement of a kitchen and/or bathroom where there is a significant element of the Works not covered by the Schedule of Rates and therefore a bespoke specification will be produced for the Contractors to price. For example, the project may include significant modernisation or remodelling of the property.

Non-Routine Reactive Works (Large Projects) will be awarded via mini competition awarded on price and Quality submission.

Contractors will be invited to price a project specific specification and submit a detailed programme of works including available start and completion dates. The evaluation will be based on 60%-100% price and/or 0%-40% Quality for all compliant submissions. The Authority can split the price and quality scores within the parameters set out as above, ensuring that they equal 100%.

See also attached spreadsheet (LCC properties by Mngt Area FINAL V99.xlsx) for street names included in each area. This list is subject to future change without consultation with the Contractor.

The works will comprise of the complete refurbishment of a kitchen and/or bathroom and/or general works within an Authority property (there may be some instances where a property has both the kitchen and bathroom refurbished plus general works carried out at the same time). Overview (This is not an exhaustive list and some of the refurbishments may only require some elements)

* Administration, supervision, and tenant liaison
* Ordering, storing, and delivering all necessary materials as required.
* Surveying
* Pre-inspection
* Preparation works,
* Provide temporary facilities for tenant,
* Isolation of services,
* Enabling works,
* Strip-out & demolition,
* Building works (including structural alterations),
* Rewiring and associated electrical works,
* New services gas, water, drainage, heating, water
* Installation of kitchen units, worktops, sink and accessories/trims etc.
* Installation of sanitary ware including bath, shower, and accessories/trims etc.
* Testing of services (including certification)
* Decor
* Cleaning
* Customer care
* 12 months defects liability

Dwellings that are tenanted will have the contact details to allow inspections to be carried out prior to commencement.

**Property types (This is not an exhaustive list)**

Various property types (some of which are listed below) will be encountered during these works:

* bungalows,
* houses,
* bedsits,
* flats,
* maisonettes,
* tower blocks
* Sheltered housing schemes etc.

**Construction types (This is not an exhaustive list)**

Various property construction types (some of which are listed below) will be encountered during these works.

* Solid wall
* Cavity
* Timber frame
* Concrete
* Easiform (Laing)
* No-fines (Wimpey)
* Steel houses (BISF)
* MHC bungalows

1. **MEMBERSHIP OF PROFESSIONAL BODY:**

Only contractors (sub-contractors) who are a member of the Electrical and Gas organisations detailed below or their UK equivalent shall be permitted to work on this contract.

The Contractor shall ensure that membership of the professional organisation shall be retained for the duration of the contract and the defect liability period. Failure to continue with the membership shall be regarded as a breach of the contract conditions.

**The Contractor must before any sub-contractor/s are engaged and permitted to work on site, provide confirmation of their qualifications and demonstrate their compliance with the requirements of the contract to the Contract Administrator for approval.**

**Before an operative is permitted to work on site confirmation of their qualifications must be submitted and approved by the supervising officer.**

The Contract Administrator and supervising officer must be notified **immediately** of any changes to staff or sub‑contractors.

1. **ELECTICAL.**

No Electrical works shall commence until a current copy of the Contractor registration document has been supplied to the Contract Administrator.

1. National Inspection Authority for Electrical Installation Contracting (NICEIC),
2. Electrical Contractors Association (ECA),
3. Or Equivalents

The Contractor is also responsible for notifying the works under Part P of the Building Regulations and ensuring that the Certificate of Compliance is attached to the test documentation.

2. **GAS.**

No Gas works shall commence until a current copy of the Contractor registration document has been supplied to the Contract Administrator.

* Gas Safe

These refurbishment works involve working on domestic gas installations, central heating systems and gas appliances. It is a requirement of the United Kingdom’s Gas Safety (Installation and Use) Regulations (1998) for individuals to be competent in areas of gas work they carry out and that they are registered with a body that is recognised by the Health and Safety Executive (HSE). **ALL** works on Gas must therefore be carried out by Gas Safe Registered Engineer/s who holds a valid Accredited Certification Scheme (ACS), core gas safety, Met1, central heating, cookers, fires, and water heater qualifications as defined in the United Kingdom Gas Safety (Installations and Use) Regulations (1998). As the works can involve repositioning of domestic gas meters gas engineers must have Met1 and must be OFGEM (Office of the Gas and Electricity Markets). Approved Meter Installers (OAMI).

* CCN 1: Core Gas Safety
* CEN 1: Central Heating Boilers
* CPA 1: Combustion Performance Analysis
* CKR 1: Domestic Cookers
* HTR 1: Gas Fires and Wall Heaters
* WAT 1: Water Heaters
* MET 1: Meters
* DAH 1: Warm Air Heating Appliance

Any equivalents MUST be of the same standards and be recognised by HSE.

1. **WORKMANSHIP, STANDARDS AND CODES OF PRACTICE:**

Workmanship and labour shall be of a good standard and shall be to the entire satisfaction of the Contact Administrator, who shall have the right to reject any item or items not considered suitable, or not in accordance with this specification without any additional cost to the Authority. The Authorities decision regarding what constitutes compliance with this specification shall be final.

The whole of the works is to be carried out in accordance with the specification, manufacturer’s instructions and relevant British Codes of Practice and other guidance.

* Operatives must be appropriately skilled and experienced for the type and quality of work.
* Take all necessary precautions to prevent damage to the works and environment.
* Inspect components and materials carefully before fixing or using and reject any which are defective.
* Fix or lay securely, accurately and in alignment.
* Fastenings to comply with relevant British Standards.
* Do not overtighten fixings.
* Ensure that all moving parts operate properly and freely. Do not cut, grind, or plane pre-finished components and materials to remedy binding or poor fit without approval.

All works to be carried out to the satisfaction of the Contract Administrator and conform to:

* BS8000 – Workmanship on building sites,
* Current Building Regulations ‘Regulation 7’,
* NHBC Standards 2020 & British Gypsum White Book (current version) & updates.
* British Board of Agreement specification.
* Or equivalents

Where it is identified that the design/specification conflicts with building, water, gas and/or electrical regulations it must be immediately brought to the attention of the Contract Administrator.

Where reference is made to regulations, legislation, British Standards, Codes of Practice and other authoritative documents or technical approval certification, the documents shall be the editions current at the time of the works being carried out, unless other recommendations are made by the Authority in writing.

The standards include British Standards and Codes of Practice and those made under the Construction Materials Regulation (EU) N0.305/2011 and appropriate European Technical Specifications approved by a European Committee for Standardisation (CEN). The UK accepts harmonised standards which are dual numbered British Standards. These have numbers issued by the British Standards Institution (BSI), the International Standards Organisation (ISO) and a European Committee for Standardisation (CEN). Example: BS EN ISO 9000-1 unless the Authority provides written notification to the contrary, the use of guidance in authoritative documents not mentioned, such as BRE Digests, can be considered for acceptance.

All workmanship shall be in line with the contract terms and conditions and to the entire satisfaction of the Contract Administrator who shall have the right to reject any item or items not considered suitable or not in accordance with this specification without any additional cost to the Authority. The Contract Administrator’s decision regarding what constitutes compliance with this specification shall be final.

The Contract Administrator reserves the right to check the works installed by the Contractor and their setting out in such cases and at such times that they see deem fit. There is, however, no duty or requirement for the Contract Administrator to make such checks and any failure to observe errors shall not relieve the Contractor of their responsibility in these matters.

**Good practice**:

Where and to the extent that materials, and workmanship are not fully detailed or specified they are to be of a standard appropriate to the Works and suitable for the purposes stated in or to be inferred from the project documents, and in accordance with good building practice.

**Tolerances:**

All measurements shall be within acceptable tolerances. If not stated in this document, where it is applicable, account should be taken of NHBC Standards 2017 ‘A consistent approach to finishes. In other situations, tolerances will be those currently acceptable in the industry.

1. **GOODS (MATERIALS):**

The Contractor is to provide all necessary materials to undertake the works and these materials supplied must be as specified (where applicable). Where and to the extent that materials are not fully specified they are to be, in order of priority, suitable for the purposes of the works stated in or to be inferred from the contract, in accordance with good building practice, and complying with current British standards or in general with British standards.

The Authority does not require the Contractor to hold any stock for this contract. It is at the sole discretion of the Contractor and at no cost or obligation to the Authority should the Contractor decide to hold stock.

The Contractor should allow sufficient lead times for materials in their planning of the individual works and the required timescales. No allowance will be made to the timescale and/or KPIs for the Contractor’s failure to source the materials in a timely manner.

All materials are to be handled and stored strictly in accordance with the manufacturer’s instructions and recommendations.

Due to site restrictions under no circumstances are any materials to be delivered to site prior to the start date. The Contractor is responsible for arranging and delivering to site the materials on time and the safe storage of materials. The Contractor should allow in their pricing for ordering, storage, deliveries to site, collection, return, etc.

All materials must be installed in accordance with the manufacturers’ instructions and recommendations unless a written instruction is issued by the Contract Administrator. The Contract Administrator may choose to override the manufacturers’ installation instructions for materials if the materials are not subject to gas, water and electrical regulations/legislation and the instruction to modify does not create a hazard by doing so i.e., reduce the depth of a base unit more than that recommended by the manufacturer. The Authority understands that by overriding the manufacturer’s instruction may invalidate any manufacturer’s warranty.

All material and installation shall be in line with the contract terms and conditions and to the entire satisfaction of the contract administrator who shall have the right to reject any item or items not considered suitable or not in accordance with this specification without any additional cost to the Authority. The Contract Administrator’s decision regarding what constitutes compliance with this specification shall be final.

**Specified materials:**

To ensure compatibility with the Authorities stock, all specified materials shall comply fully with the specification and exact colour as detailed and meeting the latest regulations.

To ensure best value and minimise future repair costs the Authority deems it necessary to specify specific **exact materials/colours.** Any deviations from the specification will NOT be accepted unless the Contract Administartor has given prior written approval.

**Or equivalent approved;**

Wherever materials are specified by proprietary name/brand and the phrase 'or equivalent approved’ or 'similar approved’ is not included, it is to be deemed included.

All requests for deviation from the specified material/s **must first** be approved by the Contract Administrator before ordering. Do not confirm orders or install the materials/s until written approval for the use of these material/s has been obtained from the Contract Administrator.

The Contractor is to submit for verification documentary evidence that the alternative material is equivalent in respect to,

Materials should be in the price range of the schedules to which they relate.

* Safety,
* Meet the requirements of all relevant legislation, current British Standard, etc.
* Meets latest regulations.
* Reliability,
* Durability,
* Performance,
* Energy consumption,
* Function,
* Manufacturer's guarantees
* Compatibility with adjacent construction,
* Availability of compatible accessories and
* Appearance with the one it is proposed to replace

The Contractor is to submit a minimum of three (non-returnable) samples of the proposed substitute materials free of charge to the Contract Administrator for evaluation. Following a stringent evaluation, all relevant Contractors will be notified of the Authorities decision regarding the proposed materials (materials/s rejected / approved).

The Authority reserves the right to change any material specifications without consultation. A minimum of one month’s notice will be given (where possible).

1. **ESTABLISHING COMPLIANCE:**

Wherever the Contract Administrator has reasonable doubt that the work, materials or goods are not in accordance with the contract specification and requirements measures are to be taken by the Contractor to establish whether or not the work is acceptable, such measures will be at the expense of the Contractor and will not be considered as grounds for extension of time.

**Corrective works:**

The Contractor will be required to carry out any corrective works that do not meet the required standard, not to the specifications and/or non-compliant to legislation and regulation at their own expense.

1. **DEFECTS:**

The Contractor will within the 12-month defects period (12 months from sign-off date) investigate and report back to the Authority any reported defects. The Contractor will carry out all necessary corrective works that have been identified as defective including the rectification of any damage caused by the defect to other areas of the property including all materials, labour and workmanship all at the Contractor’s expense.

For any defects reported, attributed to the works, the Contractor will respond within the response times set out within this document. Failure to attend and/or satisfactorily rectify the defect within the allocated time will result in the job being passed to either the Authorities in-house repair team or an appropriate Contractor who will carry out the necessary work/s. All costs will be recharged (including administration & 10% uplift on the total value) to the Contractor.

The Contractor is to make good to the satisfaction of the Contract Administrator for any damage caused to the property (including landscaping) and or tenant’s fittings during the execution of the work.

1. **WARRANTY:**

The Contractor will register installed materials with manufacturers as necessary and handover/transfer any remaining warranty to the Contract Administrator after the 12 months defects period.

The Contractor will within the 12-month defects period investigate, deal with manufacturers (where applicable) and report back to the Authority any reported defects. The Contractor will first visit site and verify the exact fault and that the installation is correct, then log the call with the manufacturer and attend site, as necessary. The Contractor will be responsible for any costs incurred due to an incorrect installation, a false call out and manufacturer’s warranty during the defects period. Where this work is carried out by the Authority on the Contractor’s behalf the Contractor will be charged in full including a 10% administration fee.

1. **WORKING HOURS, OUT OF HOURS & HOLIDAYS:**

Working hours allowed under this contract are Monday to Friday 8:00 to 17:30 (excluding public holidays).

No out of hours working (evenings, weekends & public holidays) (excluding emergency callout) will be permitted unless written permission has first been obtained from the supervising officer. No reimbursement will be made to the Contractor for extras incurred in overtime payments; there will be no uplift or additional payment for working outside of the normal working hours. Any works carried out shall be at the Contractor’s expense and in accordance with the tendered schedule.

**Public holidays:**

* Good Friday
* Easter Monday
* May Day
* Spring bank holiday (May)
* Summer bank holiday (August)
* Christmas day**\***
* Boxing day**\***
* New Year’s Day**\***

**\*** (The Authority operates a minimum two-week closedown over the Christmas and New Year period. Contractors are advised of the exact dates prior. All onsite works must be completed (signed off) by the agreed date, prior to this holiday shutdown). Cover will be required in-line with RESPSONSE TIMES.

1. **JOB TIMESCALES:**

**Tenanted kitchen and/or bathroom and/or general works:**

* Making contact with the tenant: the Contractor shall make contact with the tenant to arrange access for the various stages. Initial contact must be made within 7 working days of the order being issued to the Contractor.
* In instances where contact with a tenant has **not** been achieved the Contractor shall demonstrate to the Authority that all reasonable efforts have been made.
* Make contact by phone (if no reply, leave a message and proceed to step 2). If no telephone, carry out step 2 twice.
* Visit the property (if tenant not in leave a ‘no access’ card. If no reply after 5 days proceed to step 3)
* Write to the tenant (asking them to make contact with you within 7 days. If no contact, refer to the Authority immediately).
* The survey, design and sign up: The Contractor will carry out the survey and sign up as detailed in the tender within 28 days of issue.
* The refurbishment: The process (from the Authority issuing all relevant documentation to the Contractor to sign-off) must be completed within 45 days, for the avoidance of doubt this is calendar days.
* The Contractor must carry out the pre-survey, tenant’s induction and agree a start date with the tenant within 28 days of issue. The Contractor is to give the tenant a minimum 7 days’ notice of start date.
* The maximum duration of the works from commencement on site to sign-off is 10 consecutive working days (Monday to Friday). This rule may be relaxed and additional time allowed for the following works:
* Installation of a steel beam/s,
* Replacement of a full concrete floor,
* Full redesign,
* Access due to tenant issues (beyond Contractor’s control),
* Removal of asbestos when the process takes more than 2 days
* Third party works (district heating, whole house rewires, main stop tap replacement by local water Authority/nominated Contractor) that take more than 2 working days.

**Void kitchen and/or bathroom and/or general works:**

The process from agreed start date with Contractor to sign off must be completed within 10 consecutive working days.

The maximum duration of the works from commencement on-site to sign off is 10 consecutive working days (Monday to Friday). This rule may be relaxed and additional time allowed for the following works:

If the property is having additional works such as rewire or boiler, etc. Contractors must liaise with each other and all works still completed within the specified time scale.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Void timescale table (working days) | | | | |
| Kitchen or bathroom  Only | Kitchen and Bathroom | Kitchen and/or Bathroom and Rewire | Kitchen and/or Bathroom and Heating | Kitchen and/or Bathroom and Structural |
| 10 Days | +2 days | +1 days | +1 days | +5 days |

EXAMPLE: Additional days will be added for the following; kitchen & bathroom +2 days and rewire works +1 days (kitchen and bathroom and rewire = 13 days (10+2+1)).

General building works must be carried out at the same time as other works I.e kit/bath

**General repairs and maintenance: tenanted and/or void properties.**

The process from issue to Contractor to sign off must be completed as per timescales within the KBGW.11. RESPONSE TIME (24/7/365). A category will be assigned to each job issued.

**ONE OFF LARGE PROJECTS**

The Contractor/s will be required to submit a fully price specification and a detailed programme of works, these projects will be awarded based on price and submitted time scales as stated in the programme of works.

1. **RESPONSE TIMES (24/7/365):**

The Contractor is to provide a 24/7/365 staffed telephone service (not an automated answering service). This service shall be provided for the duration of this contract & any current defects liability period (12 months).

This can be a call centre, manager/supervisor or on-call operative. The Contractor is to provide all contact numbers including any additional arrangements for out of hours cover.

|  |  |  |
| --- | --- | --- |
| **CATEGORY** | **RESPONSE TIME**  (hours or calendar days) | **COMMENTS** |
| **Emergency** | Attend within 2 hours and complete with 24 hours | Make safe including any temporary measures required; services (e.g. gas, water, electric), site, health & safety issues, site security and vulnerable people.  Emergencies will be reported to the Contractor at any time 24/7/365 and the Contractor must attend site within 2 hours to make safe/deal.  Repair and make good to any matters arising/relating to emergency callouts or any defect limiting use within 24 hours. |
| **1** | Complete the works within 72 hours. | Carry out works as specified within the stated response time. |
| **2** | Complete the works within 7 days. | Carry out works as specified within the stated response time. |
| **3** | Complete the works within 28 days. | Carry out works as specified within the stated response time. |
| **4** | Complete the works within 3 Months. | Carry out works as specified within the stated response time. |
| **Tenanted** | Complete the works within 45 days of issue | Refurbishments tenanted properties. |
| **Void** | Complete within specified timescale | Void Properties |

No additional payment will be allowed if compliance with this condition involves the Contractor working outside normal working hours. Time is of the essence with this work element and it is therefore not acceptable for any delay to occur.

Failure to attend and/or satisfactorily rectify the fault with in the allocated time will result in the job being passed to either the Authorities in-house repair team or an appropriate Contractor who will carry out the necessary work/s. All costs will be recharged (including administration & 10% uplift on the total value) to the Contractor.

1. **WORKS:**

**Planned:**

The Authorities annual programmes operates from 1st April to 31st March. It is the intention to deliver the annual kitchen and bathroom programme in 11 months (April to February) with the final invoice submitted before the 21st March each year.

It should be noted that the annual programme is not confirmed until mid/end of March each year. Once the programme is confirmed letters are sent to the programme addresses requesting a response from the tenant, therefore the Contractors should be aware that April and May will mainly be survyeing with little on-site works being avaialbe for allocation to Contractors.

Upon request from the Contract Administrator, the Contractor shall prepare a programme for the work and provide a copy for the Contract Administrator, such copy to be kept up to date with any agreed amendments or alterations. The programme is to include all stages, tenants induction, pre-survey, commencement and proposed completion dates, etc.

**Reactive:**

Upon request from the Contract Administrator, the Contractor shall prepare a programme for the work and provide a copy for the Contract Administrator, such copy to be kept up to date with any agreed amendments or alterations. The programme is to include key details, trades, key stages Milestones), critical path, tenants induction, pre-survey, commencement and completion dates, etc.

The Contractor is to make all the necessary access arrangements for all site visits.

**Commencement of work:**

**Planned:**

* The Contractor is to notify the Authority of all start dates, the minimum notice required to the Authority is 2 working days of the prearranged start date.

**Reactive:**

* **Rountine works:**

The Contractor is to notify the Authority of all start dates, the minimum notice required to the authority is 2 working day (tenanted) and 1 working day (void) of the prearranged start date.

* **One off large projects:**

The Contractor is to notify the Authority of all start dates, the minimum notice required to the authority is 5 working day of the agreed start date.

**Stage inspections:**

The Contractor is to notify the Authority at the following stages of work, giving 24 hours’ notice prior to inspection required, so that the condition of the property can be accessed prior to the areas being concealed.

Kitchens:

* Strip out
* Services first fix (electrics)
* Services first fix (plumbing)
* Flooring and skirting board
* Installation of units
* Sign off as per specification

Bathrooms:

* Strip out
* Sub-floor-falls wet rooms
* Services first fix
* Services second fix
* Sign off

1. **SIGN OFF:**

The Authority will operate a 100% sign off for this contract.

The Contractor is to notify the Authority of the required sign-off date and time; the minimum notice required is 1 clear working day.

# Jobs should only be offered for joint sign off when they have been inspected by the Contractors supervising officer and they are satisfied that it is to the specification and meet the required standards.

**The Contractor is to supply the following documentation at the time of sign off:-**

* **A fully itemised sign off sheet. (as per attached format, example sign off)**
* **As installed drawings, 2D only.**
* **Any authorised variations.**
* **Handover pack, as idicated below**

It is the Contractor’s responsibility to ensure that all schedules that apply to the works are recorded on the submitted sign off sheet before the Authority sign as complete. These items must also be quantified. Where there is not an existing schedule, these works must be detailed and quantified so that the correct NSR can be applied.

**The Authority signing the sign off sheet will not guarantee all items/quanities listed will be paid, just a certification of what has been observed at the time of the sign off. The schedules will be checked prior to application to ensure they all comply to the specification.**

All variations must be supported by an official variation order. Failure to record or detail the works sufficiently or provide a variation order may result in the Contractor being recharged.

The Authority will then sign, along with the contractor the sign off sheet, which along with all the other submitted documents will be photographed and kept by the Authority.

Copies of these will also be sent to the contractor to ensure that all parties have the same information, this to aid in the efficient payment process.

**Adverse weather:**

The Contractor must use all reasonable and suitable aids and methods to prevent or minimise delays during adverse weather conditions. The Contractor is to have an approved contingency plan in place to cover such eventualities.

**Delays:**

The Contractor is to notify immediately they become aware of any potential delay.

**Work by others concurrent with the contract;**

Other Contractors and the Authorities own labour may be working on the site and the Contractor will in such cases be required to work in close co-operation therewith.

The Contractor will be responsible for coordinating his works and with that of other separate Contractors, statutory undertakings, etc.

The Contractor is to afford every facility for the execution of the work to be done by Nominated Sub-Contractors.

The Contractor will obtain from and/or arrange with the other Contractors etc., details of times of commencement of work and delivery of materials, phased to suit the Contractor's programme, details of the layout of their works including the location/position of services and the like. Any extra costs or charges involved by the Contractor's failure in this respect must be borne by the Contractor or refunded to the separate Contractor, statutory undertaking etc., as the case may require.

1. **ALLOCATION:**

This contract is to supplement the Authorities own Direct Services Organisation (DSO) workforce.

**Planned works:**

* These will be issued to the Contractor whose Lot it falls within. Where the Contractor is unable to deliver the works (i.e. no capacity, performance/standard issues, failure to meet minimum KPI’s or not meeting timescales etc) this work will then be withdrawn from that Contractor and offered to another Lot Contractor.

**Reactive Works:**

* These will be issued to the Contractor whose Lot it falls within. Where the Contractor is unable to deliver the works (i.e. no capacity, performance, standard issues failure to meet minimum KPI’s or not meeting timescales etc). This work will then be withdrawn from that Lot and offered to another Contractor based on their KPI rating until awarded.

**Reactive Works – One-off large projects: Awarded on price and ability to deliver.**

* One-off large projects are major projects that have a significant element of the works not covered by the Schedule submitted and therefore a bespoke specification will be produced for the Contractors to price. For example, the project may include significant modernisation, an extension or remodelling of the property.
* Contractors will be invited to price the bespoke specification and submit a detailed programme of works including available start and completion dates. The evaluation will be based on 60%-100% price and 0%-40% quality for all compliant submissions. The Authority can split the price and quality scores within the parameters set out as above, ensuring that they equal 100%.
* Contractors who are failing to meet KPI standards for existing works within the contract will be excluded from entering mini competitions for one off large projects until such time as KPI’s meet the minimum requirements

All works will be allocated by means of a works order issued only by the Contract Administrator or nominated person/s. A list of person/s authorised to issue works will be notified to the Contractor. Any works instructed by other persons WILL NOT be an order under the contract and therefore will not be considered for payment.

Works given are subject to Contractors meeting the required KPI’s standards. Contractors KPI’s will be taken into consideration and any Contractor failing to achieve above an average score of 2.8 (all KPI’s), the Authority may also chose to withdraw previously issued work (not started on site) until such time as the Contractor can demonstrate that they have improved and can continually achieve an overall KPI score 2.8 (all KPI’s). Should a Contractors performance, KPIs fall below the required standard then the Authority may choose to terminate their contract in relation to the awarded area.

The Authority utilises electronic file transfer (compatible formats: Word 2010, Excel 2010, pdf, jpeg). The Authority cannot accept compressed and ZIP files at this current time. Individual email size is capped at 20MB therefore the Contractor may be required to use other forms of approved secure media (all in accordance with the Authorities data protection policy, etc.). The Authority may at any time request paper copies of certificates and supporting documents, etc. the Contractor should allow for these requirements in their pricing.

**Non-Exclusivity:**

This Contract will be signed on a non-exclusive basis. The Authority shall have no limitation on its right to obtain goods, services or works of the same kind, quality and quantity described in the Contract from any other source at any time. This tender is intended to supplement the Authorities Housing Departments Direct Services Organisation (DSO) and it should be noted that similar works will be undertaken by the Authority.

**There will be no guarantee of work or volume of work to be given under this contract.**

1. **VARIATIONS:**

Variations can only be undertaken if authorised by a supervising officer or clerk of works. The supervising officer or clerk of works will issue written confirmation to follow a verbal instruction.

Any request for additional variations to the layout drawing or specification made by persons other than those named shall be passed to the supervising officer for consideration. No payment will be made for work outside the contract specification and undertaken without a works order or confirming variation order being issued.

1. **PROCEDURES FOR PAYMENT:**

Applications for payment will be made at monthly intervals (on an agreed date) and consist of all unpaid completed jobs. Completed jobs are those that have been signed off as satisfactory and all schedules and quantities agreed by the Authority.

Due to the short duration of the individual jobs, it is the Authorities intention to make a single payment for each job. That payment will include all the appropriate schedules, variations and recharges (where applicable). All variations must be fully detailed and quantified and priced in accordance with the pricing schedules.

Where projects extend beyond 45 days an interim payment may be applied for.

All variations must be supported by a signed site instruction issued by the contract administrator or nominated person/s. A copy of which must be submitted to the Authority along with the sign off sheet.

It is the Contractor’s responsibility to ensure that all schedules that apply to the works being claimed have been recorded on the sign off sheet, including any agreed variations, signed by the Authorities representative at the signing off process.

Any discrepancies identified after signing off should be resolved prior to them being included in the application, this to avoid any delay in the payment process.

Where there is not an existing schedule the works must be detailed and quantified and the contractor is to agree with the Authority which NSR should be applied.

All variations must be supported by an official variation order. Failure to record or detail the works sufficiently or provide a variation order may result in the Contractor being recharged.

**Failure to record any schedules, quantities, variations that result in additional items being added (after signing off) by the Authority will be recharged to the Contractor at £45.00 per additional item missed.**

The Contractor will prepare the application summary sheet (provided by the Authority) for works completed (signed off) within that period and submit it electronically to the Authority for approval on or before the agreed date.

The Authority will confirm or dispute item/s on the summary within 2 working days of receipt. The Authority will endeavour to investigate and resolve disputed item/s within 7 working days. Where the claim is justified it will be included in the payment. Where the claim is not considered to be justified the supervising officer will provide full details as to the reason why. The Authorities decision will be final.

The Contractor may choose to remove the disputed job/s from the current application to prevent any delay in payment and submit a revised application summary with the job/s that are in agreement. Only if the disputed job/s is then agreed can it be included on the following month’s application.

Once all job/s on the application summary are agreed, the Authority will sign them off for payment and the Contractor should submit their invoice for payment along with the following certificates for each property where applicable;

* Electrical Installation Certificate (individual pdf scan per property).
* Electrical Part P Compliance Certificate (individual pdf scan per property).
* Gas Safety Record sheet (individual pdf scan per property).
* Invoices for materials/services provided that fall outside of submitted schedules, (i.e. fitting of new windows etc. these to be paid at cost plus 10%)

Failure to provide these certificates for an address will result in the application being put in dispute until such time as the certificates are provided or the application resubmitted with the disputed job/s being removed.

Once the application has been approved by both parties, the contractor will submit their invoice for payment. The issue date of the invoice must relate to the date that the application summary was agreed by all parties and all the required certification submitted. **Not the date the application was originally submitted.**

After the invoice has been processed and the works order closed no further claims can be made against that job. Should the Contractor have missed any item and wishes to claim for said item there will be a cost to the Contractor. **Claim** **per item/schedule additional, cost consisting of investigation (£25.00) and admin (£20.00) will result in a recharged to the Contractor of £45.00 (per item/schedule).**

The Authority utilises electronic file transfer (compatible formats: Word 2010, Excel 2010, pdf, jpeg). The Authority cannot accept compressed and ZIP files at this current time. Individual email size is capped at 20MB therefore the Contractors may be required to use other forms of approved secure media (all in accordance with the Authorities data protection policy, etc.). The Authority may at any time request paper copies of certificates and supporting documents, etc. the Contractor should allow for these requirements in their pricing.

1. **QUALITY CONTROL:**

The Contractor is to establish and maintain procedures to ensure that the Works, including the work of all sub-Contractors, comply with the contract and specification requirements. Maintain full records and keep copies for inspection by the Contract Administrator as and when requested.

**Zero defects handover;**

The Contractor’s supervisor is to carry out a pre sign off inspection to ensure that the works are compliant with the specification, drawing and to the Authorities required standard. Once the Contractor is satisfied that the kitchen is complete and to the required standard it can then be offered to the Authority for a joint sign off.

1. **KEY PERFORMANCE INDICATORS:**

The Contractor will be subject to Key Performance Indicators (KPI’s). The Contractor will co-operate fully with the Authority to manage the KPI’s and shall assist the Authority in any subsequent review/compliance with the set Indicators. The Authority reserves all rights to amend, omit and/or add the KPI’s and scoring criteria over the duration of the contract with advance notification to the Contractors.

The nine KPIs are scored individually scoring 0-4 by the Authorities appointed person for each individual job upon completion. The average overall score for each individual job is then calculated and used for performance monitoring. Customer satisfaction surveys are also undertaken and go towards the overall KPI’s. Customer satisfaction surveys are sent out upon completion of the works.

The Contractor will be notified of their average KPI score at regular intervals and at an annual KPI meeting (sooner if deemed necessary). These are held on an individual basis with the Contractor.

Contractors will also be notified of any individual score/s of 0 (Zero) as these are considered as failure to meet the contract requirements and be asked to attend a meeting.

The Authority is expecting Contractors to consistently achieve a good standard (**average** score of 2.85 or above (all KPIs)) within our key performance indicators.

For an initial period of 3 month from the contract signing the Authority will work with the Contractors to achieve our required standard 2.85 or greater (all KPIs).

**KPI’s**

The Contractor will be expected to meet and be monitored against the following range of Contract management KPI’s;

* Quality of customer care
* Quality of work
* Health and safety
* Quality of materials
* Effectiveness of Supervision
* Communication
* Environmental
* Duration of the works
* Administration

|  |  |  |
| --- | --- | --- |
|  | **QUALITY OF CUSTOMER CARE** | Meets contract requirements;   * Timeliness of service * Tenant contact * Tenants induction * Temporary facilities * Property protection * Continuity of services * Tenants hand over pack * Programming * If void a score of 3 will be given for this element. |
|  | **QULAITY OF WORK** | Meets contract requirements; Where the Authorities nominated person/s identify unsatisfactory quality of work (snagging) at the job sign off stage, the following will be applied scoring will be applied:No snags - Score 3 or above.Up to 3 snags – Score 2 on quality of work, quality of customer care and effectiveness of supervision and Environmental Performance.  * 4 to 5 snags - Score 1 on quality of work, quality of customer care and effectiveness of supervision. Score 2 on Environmental Performances.  More than 5 snags - Score 0 on quality of work, quality of customer care and effectiveness of supervision. Score 2 on Environmental Performances. Materials installed as per manufacturer’s instructions.  Works to current standards and good practice guides. |
|  | **HEALTH AND SAFETY** | Meets contract requirements;   * PPE * Site documentation * Signage * R&Ms * Plant * Plant maintenance * Tidiness of the site * Rubbish clearance * Asbestos * Access/egress |
|  | **QUALITY OF MATERIALS** | Meets contract requirements;   * Meets requirements and specification * Specified brands installed. * Installed as per manufacturer’s instructions, * Compliant to relevant regulations |
|  | **EFFECTIVENESS OF SUPERVISION** | Meets contract requirements   * 100% zero defects linked to other KPIs environmental, customer care. * Tenant liaison * Authority liaison * Programming * Site supervision * Site health and safety * Qualification current – non-compliance score 0 |
|  | **COMMUNICATION** | Meets contract requirements;   * Contact with tenant timely and professional * Tenant keep informed all stages * Authority kept informed all stages * Authority kept informed of Business changes * Authority notified of compliments, complaints and claims. |
|  | **ENVIRONMENTAL** | Meets contract requirements;   * Waste management * Travel * Site Cleared |
|  | **DURATION OF WORKS** | Meets contract requirements;  From issue to completion works stages completed:   * within specified time – score 3 (meet contract requirements) * over up to 7 days– score 2 * over 8 - 14 score 1 * over 14 score 0   Also affected as a result of exceeding the specified times are customer care and administration. Score on these KPIs will also be reduced accordingly.  Work completed onsite within 10 working days:   * within 9 day -Score 4 * 10 days -Score 3 (meets AUTHORITY requirements) * 11 to 12 days -Score 2 * 13 to 14 days -Score 1 * over 15 days -Score 0 |
|  | **ADMINISTRATION** | Meets contract requirements;  Score 3, non-compliance score reduced accordingly   * All documentation completed correctly * Accuracy of the documentation * Timeliness of notifications   + Late Notification – Score 1   + No Notifications - Score 0 * Missing documents – Score 0 * Authority notified of compliments, complaints and claims. * AUTHORITY notified of access issues. * Programming of works. * Authority informed of sub-Contractors and kept updated of any proposed changes. non-compliance score 0 * Authority advised of staff qualification and renewals (including sub-Contractors) – non-compliance score 0 * Insurances valid to the contract and Authority notified or changes/renewals. |

**Please note that the above scoring criteria are contract specific to this contract only.**

**Scoring criteria table:**

|  |  |
| --- | --- |
| CRITERIA | SCORE |
| High standard with no reservations at all and exceeding the contract requirements. | 4 |
| Good standard and all contract requirements met. | **3** |
| Below standard and contract requirements met but with some reservations. | 2 |
| Low standard and contract requirements met with significant reservations. | 1 |
| Poor standard and/or fails to meet contract requirements. | 0 |

**FAILING TO MEET THE REQUIRED KPI’s:**

Contractors failing to meet the required standard (average 2.85 or above (all Items)) or scoring 0 (zero) on any KPI per individual job may have their allocation reduced accordingly until such time as that the Contract Administrator is satisfied that they have improved sufficiently and meet the required standard. They will also be excluded from entering into mini-competitions until the required standards are met.

Any Contractor whose average falls below the required standard or scores 0 (Zero) per individual job will be invited to a meeting for feedback on their KPI’s prior to any action being taken. This meeting will take place within 10 working days of the KPI’s being sent to the Contractor. **Note**: This meeting is for constructive feedback only (not a negotiation meeting) and aims to assist the Contractor to understand and act accordingly to rectify the failing and achieve the required standard.

Following the meeting the Contractor will receive written confirmation explaining the reason for the meeting, restrictions imposed, action required and period (set by the Contract Administrator) for the required standard to be achieved

The Contractor must demonstrate to the Authority that they have dealt with the failing and that they can again meet the required standard. This can be via future Authority KPI scores alternatively the Contractor can demonstrate compliance by other means i.e. submitting evidence of improvements they have implemented, tried, and tested to overcome the failings of the KPI/s. In this instance the Authority may choose to propose a trail period to confirm the improvements implemented meet the required standard.

During the improvement period the Authority may choose to carry out additional inspections during the works to ensure compliance with the contract requirements.

Contractors who demonstrate they have improved and met the required standard will have any restrictions lifted and KPIs monitored in the normal way.

If after the improvement the Contractor still fails to meet the required standard the Contract Administrator may choose to impose a further improvement period or the termination of the contract.

Contractors who regularly fail to meet the required standard will have their works suspended.

These are the minimum action that will be taken, ultimately the contract may be terminated.

To ensure the Authority meets its targets the works may be issued to another Contractor or withdrawn.

Reduction in the works/jobs allocated to the Contractor. The Authority may also recall works/jobs that have been issued but not started on site from the Contractor. This is to minimise the risk to the Authority.

**Guidelines for adjusting Contractor’s allocation from monthly KPI results;**

Where any given KPI falls below a monthly average of **2.85** but over **2.35** or the Contractor scores 0 (zero) on any KPI per individual job the following shall be applied.

|  |  |
| --- | --- |
| **Number of KPI’s causing the average to fall.** | **Impact of not meeting the required standard. Initiation to tender reduced to:** |
| 1 | 20% reduction |
| 2 to 3 | 30% reduction |
| 4 to 5 | 50% reduction |
| 5 or more | 75% reduction |

Where any given KPI falls below a monthly average of **2.35** or the Contractor scores 0 (zero) on more than one KPI per individual job the following shall be applied.

|  |  |
| --- | --- |
| **Number of KPI’s causing the average to fall.** | **Impact of not meeting the required standard. Initiation to tender reduced to:** |
| 1 | 50% reduction |
| 2 to 3 | 75% reduction |
| 3 or more | 100% reduction |

1. **SUPERVISION:**

The Contractor shall employ a named competent person/supervisor to whom directions may be given by the contract administrator or nominated person/s and who shall be solely responsible for the supervision and execution of the works.

It will be permissible to have a working Supervisor to supervise a maximum of 9 operatives on any one contract. The supervision of a minimum of 10 operatives and a maximum of 26 operatives on any one contract must be carried out by a nonworking Supervisor.

The Supervisor shall not be changed without prior written notice to the Contract Administrator.

During working hours, the Contractor’s supervisor shall be available and be able to be **on site within one hour**. The Contractor’s supervisor shall be responsible for the supervision of all on-going works daily and attend all sign offs.

1. **PROVISION OF LABOUR:**

The responsibility for providing adequate labour will rest with the Contractor and they must include in their tender for all requisite costs therefore including where necessary the provision of transport to and from the works, etc.

The Contractor shall employ local workforce wherever possible in the carrying out of the works, but the responsibility for providing adequate labour will rest with the Contractor.

The Contract Administrator and/or nominated person/s shall have the right to order the removal of any employee for inferior workmanship, disrespect, misconduct, and the Contractor is to replace them at once. This clause applies equally to subcontractors‑.

Any amendments to the Contractor’s personnel (including subcontractors) shall be immediately reported to the supervising officer.

**ID badges;**

All staff/operatives working for the Contractor (including sub-Contractors) who visit site, shall always wear a suitably approved photograph identification badge. No staff/operatives will be allowed on site without an approved ID badge. Any person on site without an approved ID badge will be removed and not permitted back until one has been issued.

The Contractor is to ensure that these are always worn and clearly visible upon their person when undertaking works for the Authority.

Contractors must first submit a template to the Contract Administrator for approval. If the badge is not deemed suitable then the Contractor must make the necessary changes to show compliance at no cost to the Authority.

Compliant ID badges will be credit card size with the following information;

* Company name
* Photo (passport size)
* Staff/operatives name
* Job title

1. **RISK PROPERTIES:**

The Authority operates a Risk Register, which includes some of the Authorities properties. The Contractor will be notified at the point of issue of properties that are included on the register, and what actions the Contractor needs to take to minimise any risks, Health and Safety issues.

The Contractor shall make suitable allowance for all site visits required in connection with the delivery of this contract. No payment shall be made to the Contractor for specific requirements. The only exception is when the Authorities risk register indicates that visits must be conducted in two’s where the relevant schedule will then be applied.

1. **WORKFORCE AND TENANTS:**

All operatives shall be smart and wear suitable uniformed clothing with their company’s insignia clearly visible. No shorts are to be worn at any time during working hours without written permission from the Contract Administrator.

It is not expected that operatives will answer tenant’s queries on general aspects of the works even less so other Authority matters however the Contractor is to ensure that operatives are:

* Always wear suitably approved ID badge,
* Polite and courteous always,
* Prepared to identify themselves when challenged,
* Able to note tenant’s queries and to be able to identify their own supervisor to whom they can refer queries.

The Authority operates an enquiry, compliments & complaints service as well as conducting customer satisfaction surveys both of which assist in the monitoring of Customer Care. Contractors will be asked to investigate and compile reports relating to these within 10 days or less and where necessary satisfactorily deal with matter arising from said items.

Any feedback from these services will be included in this Authorities assessment of the Contractor’s performance in the delivery of this contract. Details will be given at the KPI annual review meetings unless specific points need to be raised sooner.

The Contractor is advised to carry out a visual survey of the property and surrounding area and keep a record (photo’s etc.) of the condition prior to commencing works**.**

**Visiting homes and businesses;**

As a minimum requirement the Contractor will comply with the Authorities standards

**Standards**

* You will make appointments, in advance wherever possible.
* Contractors will inform the tenant that they are employed by [name of Contractor] who is carrying out works for the Authority and he will also carry an identification badge.
* When you arrive, you will explain who you are and the purpose of your visit.
* You will be polite and friendly and conduct your business efficiently.
* You will let the customer know what will happen next as a result of your visit.

**Out And About**

* The impression you create when visiting someone in their own home or business is very important.
* If you are polite, friendly and efficient in your work, you are more likely to gain the confidence and co-operation of the customer and present a good image of the Authority.
* Creating a good impression is largely down to common sense, but there are a few points to remember:
* Arrive on time. If you can’t, try to let them know you will be late.
* When you arrive, explain courteously who you are and the purpose of your visit.
* Don’t make personal remarks about the tenant’s home.
* Don’t smoke.
* Arrange for an interpreter to come with you if necessary. Avoid using neighbours or children to interpret, as the issues you discuss may be complex or confidential.
* Be sensitive to, and try to observe, different customs.
* If the customer asks a question that you can’t answer either give them the name of someone who will be able to help find the information on their behalf and get back to them.
* If you promise to do something – do it!
* If there is likely to be a delay, make sure the customer is kept informed.

1. **MEETINGS:**

Contract meetings will be held at twelve monthly intervals (maximum) between the Contract Administrator and the Contractor to discuss contractual requirements, health & safety, progress, any issues/concerns with the contract and any other relevant business, KPIs etc., this does not preclude the options to undertake ad hoc meetings as and when required.

1. **SITE RULES:**

The site is not to be used for any purpose other than carrying out the Works.

**Under no circumstances are any materials to be delivered to site prior to the notified start date.**

The Contractor shall provide all necessary power artificial lighting and power for protection and for the execution and security of the works, with all meters, temporary wiring and fittings etc., pay all charges, and alter, adapt and maintain the temporary work as necessary, and remove and make good at completion.

Electric, gas, water, heating, telecoms etc. is the responsibility of the Contractor. This may be provided by the tenant but only with prior agreement between the tenant and the Contractor.  The Contractor is responsible for any charges incurred by using said services.  Any such agreement is solely between the Contractor and the tenant only.

1. **ARTIFICIAL LIGHTING, POWER, GAS & WATER FOR THE WORKS:**

The Contractor shall install and test all temporary lighting and power in accordance with the current edition of the I.E.E. wiring regulations, Health and Safety at Work Act 1974 etc., and all relevant British Standards or their equavalent.

Temporary lighting and power outlets and distribution shall be derived from a suitably rated and protected 110 volt source, centre tapped to earth, the primary supply being controlled by a residual current device with a 30mA, 30mSec tripping characteristic. Luminaires shall be of the enclosed type with the appropropriate degree of protection.

**Providing of water, gas, electricity and heating for these works is the responsibility of the Contractor.** This may be provided by the tenant but only with prior agreement between the tenant and the Contractor. Any such agreement is solely between the Contractor and the tenant only. The Contractor is responsible for any charges incurred by using said services in all properties. It is recommended that the Contractor take meter reading(s). Void properties the contractor will be expected to provide/pay for any usage of services.

1. **MECHANICAL/ELECTRICAL PLANT:**

All mechanical/electrical plant used by the Contractor/Sub-Contractors must be battery powered cordless or operate from an 110V centre taped to earth (CTE) supply system so that the maximum voltage to earth does not exceed 55V.  This plant must be tested and well maintained with appropriate paperwork and test certificates available for inspection if required.  The only 230 Volt equipment that is permitted to be used on Authority sites in relation to this contract are, battery chargers, providing the supply is RCD protected or is plugged into an RCD device.  The RCD must have a maximum rating of 30 amps. Should the Contractor wish to use specialist 230-volt equipment permission must first be sort from the Contract Administrator. This does not guarantee that the specialist equipment will be permitted. Where permitted it must comply with the requirements above.

Equipment operating from mains derived source that is to be used for repair, maintenance and new works must be inspected and tested in accordance with the guidance in the IET Code of Practice for In-Service Inspection and Testing of Electrical Equipment.

The following re-test frequencies should be applied to such equipment:

* Hand held, portable and transportable appliances  -  3 months
* Extension leads  - 3 months
* Battery chargers - 12 months

It should be noted that these are maximum recommended retest frequencies; analysis of test findings may indicate that a more regular testing frequency may be required.

Equipment must display a clear label indicating the pass/fail status and the date when the next test is due.  The equipment must only be used if the test is in date. The fact that a test label is fitted and in date does not mean that the appliance is safe to use.  The operator must examine the appliance prior to use and if any damage or fault is found, the appliance should not be used until a repair and retest has been completed.

1. **SECURITY:**

The Contractor shall be responsible for the security and safety of buildings and the adequacy of any temporary works required in carrying out this contract.

The Contractor will make sure that any properties where they are undertaking work are kept safe and secure for the duration of the project.

All relevant health and safety aspects are undertaken for the safety of the tenant and members of the public.

The Contractor shall be responsible for the safe keeping of any keys, passes and other means of access provided to the Contractor, and shall only permit such keys, passes and other means of access to be given to the Contractor’s and employees whose names and addresses have been supplied to the Authority and then only to the extent required for the purpose of this contract. In addition the Contractor shall ensure that the Authority is informed immediately of the loss of any keys, passes and other means of access, and shall reimburse to the Authority any cost of replacement as a result of such loss.

1. **PARKING, GRASS VERGES AND PAVEMENTS:**

The Contractor is responsible for arranging any necessary parking permits/highway licences and any costs associated with and should allow for this provision within their pricing. Information on parking (resident parking zones, etc.) can be found on the Authorities website <https://www.leicester.gov.uk/transport-and-streets/parking-in-leicester/get-a-parking-permit/>

Under no circumstance is the Contractor permitted to park on or cross grassed areas and/or pavements (pedestrian paths) with their vehicles associated with the works.

The Contractor is responsible for any damage caused to the highway, kerbs, grass verges, pavements, foot paths, hard-standing, patios etc., which is associated with and occurs as a result of the works. Any damage caused shall be reinstated to the satisfaction of the Authority and/or Highways/Street Environment Management Team all at the Contractor’s own expense.

1. **WASTE & SKIPS:**

The Contractor must handle all waste in accordance with the Authorities policies and procedures, current Health & Safety, environmental legislation and/or regulations and legal requirements. A copy of waste disposal certificates must be made immediately available up on request.

Rights of way, paths, stairs and walkways are to be kept clear at all times.

The Contractor is to allow adequate provision in the pricing for the removal and disposal of waste from site, including all associated costs.

**Waste;**

Remove waste, etc. from site as soon as is reasonably practical or daily whichever is sooner.

Waste must be stored appropriately, safe and secure and cordoned off with appropriate barriers and signage until such time as it is collected from site. The Contractor should ensure that all rubble, debris, rubbish and dust is cleared from the site and the whole area left clean, clear and secure **at the end of each working day**.

**Skips;**

Skip must be suitable for purpose.

Siting of skips must be in accordance and approved by the Highways/Street Environment Management Team before the work commences and any costs associated with such are the responsibility of the Contractor.

Where skips are left unattended and rubbish from other sources is deposited (fly tipping) or vandals have scattered the contents around, the Contractor will be held responsible for collecting and disposing of the rubbish to an authorised waste tip and shall be responsible for cleaning adjacent verges, roads etc. at their own expense.

1. **EXISTING ENVIRONMENT:**

The Contractor is to take all reasonable measures to prevent damage to the existing buildings, services and surrounding areas during the execution of the Works.

1. **ROADS AND FOOTPATHS:**

Adequately maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris. Any damage to roads and footpaths caused by site traffic or otherwise consequent upon the Works must be reported to and made good by the Highway Authority at the Contractor's expense. The Contractor shall at all times observe any police regulations including those regarding the loading or unloading or of waiting by vehicles on the public highway and the Contract Sum shall be deemed to include for strict compliance therewith.

1. **SIGNAGE:**

The Contractor shall provide adequate signage to warn the buildings occupants, user and visitors of all hazards including works outside of the designated area. No claims resulting from failure to do so will be allowed.

1. **EXISTING STRUCTURES:**

**Duty:**

* Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
* There will be no designated storage for the Contractor on site.
* Deliveries to site/s will be at the Contractor's own risk.

1. **ASBESTOS:**

**The Contractor/s shall allow in their pricing for all of the following requirements:**

It is an essential criteria of this contract that the successful Contractor /s shall be able to identify asbestos containing materials and work with notifiable non-licensed asbestos containing materials.

During the term of this agreement the Contractor /s are required to have the appropriate up to date procedures in place to work within the Authorities properties/buildings that contain asbestos. The Contractor /s shall ensure that they have all the relevant working practices and control measures in place so that any works undertaken are in strict accordance with all relevant current regulations and legislation relating to asbestos (**Control of Asbestos Regulations 2012).** This shall include any of the Authorities specific requirements that are over and above any such regulations.

The Contractor/s is advised that asbestos containing materials may be present within the Authorities properties at the following locations, please note that this list is not exhaustive.

* Vinyl floor tiles,
* Textured coatings to walls and ceilings,
* Cement bonded and AIB ceilings,
* Linings for walls, ceilings and doors,
* Loose asbestos packing between floors and in partition walls,
* Bath panels,
* Boxing-in,
* Fire breaks,
* Old wiring,
* Insulation panels in some storage heaters,
* Pipe lagging,
* Cement bonded flues,
* Eaves gutters and rainwater pipes,
* Garage and shed roofs.

The Contractor/s is advised that the Contract Administrator, Supervising Officer and Quality Control Team has access to the Housing Departments Asbestos asset register and will be able to assist the Contractor/s with the identification of properties which may contain asbestos. The Authority will supply any known details of Asbestos Containing Materials at the time when the initial work order is raised. The Authority does not warrant that this should be taken as definitive and that the Contractor /s shall take all due diligence prior to carrying out any work where there may be a presence of any Asbestos.

**RISK AND METHOD WORKING STATEMENTS;**

All work must be undertaken in strict accordance with the Contractor/s risk assessment and method working statements (RAMS) which shall be approved by the Contract Administrator or their nominated representative.

All RAMS must be in compliance with current relevant regulations, legislation and the Authorities requirements.

The Contractor must continually evaluate and amend the RAMS to take account of changes to the relevant regulations/legislation. Copies must be provided to the Authority for consideration and approval prior to implementation.

* **ASBESTOS TRAINING;**

The Contractor/s direct employees and any sub-Contractors workers and supervisors must be able to recognise asbestos-containing materials (ACMs) and know what to do if they come across them in order to protect themselves, others and the environment.

The minimum asbestos training required under this contract is:

* **Asbestos awareness**

The Contractor/s shall ensure that their direct employees and any sub-Contractors are trained in asbestos awareness. The Authority requires this training to undertaken before employees are permitted on site and must be renewed every 12 months as a minimum requirement.

* **Non-licensable work with asbestos including NNLW**

The Contractor/s shall ensure that their direct employees and any sub-Contractors are suitably trained for Non-licensable work with asbestos including Notified Non Licenced Works (NNLW). The Authority requires this training to undertaken before employees are permitted on site and must be reviewed and renewed as necessary.

Details of all training shall be provided to the Contract Administrator prior to the commencement of any works and on the annual renewal date of the training.

Any member of staff found on site without a current certificate will be removed from site and not permitted back until such time as a current certificate is in place.

The following asbestos training information, training providers

Links may be of assistance.

* <http://www.hse.gov.uk/asbestos/training.htm>
* **THE AUTHORITIES TEAM;**

The Contractor /s shall liaise with the Authorities asbestos team and where necessary the Authorities appointed asbestos Contractors, regarding notification and access activities.

* In-house asbestos team:
* Asbestos Co-ordinator - 0116 454 5246
* Asbestos Technician
* Asbestos Administration Team - 0116 454 5278
* Asbestos collection service
* Appointed specialist analysis and removal Contractors:

The Authority will appoint their nominated Contractor to remove the following:

* Notifiable non-licensable materials
* textured coatings on walls and ceilings (over 1m2),
* loose texture coating on concrete (scrapes),
* asbestos from drilled holes over 50mm,
* All licensable materials (AIB) (14-day notice).

Where possible removal will be carried out prior to any works commencing on site. However, in some instances a part or full strip out may be required to facilitate the main works.

A collection service for asbestos removed from the Authorities properties:

* The Authority is registered as a licensed carrier and has their own inhouse collection service. The Authority will collect if required the Contractor’s waste, this must be sealed within an approved container. The Authorities asbestos waste collection service must be utilised wherever possible ( this is a free service provision).
* All waste must be DOUBLE bagged or DOUBLE wrapped with heavy duty plastic with correct hazard warning signs attached (red inner bag/wrap and clear outer bag/wrap and individually sealed). Consideration must be given to the material, shape, size and weight of the item. Weight is limited to 15kg per item.
* Notification to the Authority by completing the appropriate form (copy attached) and e-mailing to the Authority before the daily deadline of 1pm. [asbestoswaste.request@leicester.gov.uk](mailto:asbestoswaste.request@leicester.gov.uk)
* Notification to the Authority and collection must be on the same day as removal.
* Items must be kept secure until collection. Under no circumstances are the items to be left unsecure and unattended.

**HSE NOTIFICATION**

The Contractor/s is responsible for notifying the HSE of any removal and/or works they carry out on asbestos containing materials. Confirmation of notification must be provided to the Authority.

* <http://www.hse.gov.uk/asbestos/licensing/notifiable-non-licensed-work.htm>

**WORK INVOLVING ASBESTOS CONTAINING MATERIALS (ACM’s)**

Under no circumstances must any asbestos containing material be refixed or replaced. The use and re-use of asbestos is illegal.

Contractor /s working with/removing ACMs (see item 3b Authorities Team) as long as it is done in strict accordance with approved RAMS. The RAMS are to be in accordance with the all current regulations and legislation, **Control of Asbestos Regulations 2012**.

* Textured coatings are known to contain approx. between 3% and 5% Chrysotile (white asbestos) and the material is prone to friability unless properly sealed.
* Limited work such as drilling small holes (up to 50mm) and painting can be carried out on textured coatings provided appropriate dust control measures are employed. Full details on what is allowed can be found in the Asbestos Essentials Task Manual **(only shadow vacuuming techniques to control dust will be acceptable).** <http://www.hse.gov.uk/ASBESTOS/essentials/index.htm>

When working with ACM’s it is essential to have all necessary equipment readily to hand before the work starts. Example of potential tools and equipment required:

* H type vacuum cleaner,
* Captured head,
* heavy gauge plastic sheet,
* asbestos bags (red and clear with appropriate labelling)
* duct tape,
* suitable disposable coverall,
* suitable face mask,
* over shoes,
* Damp rags or wet wipes.
* PVA glue/wall paper paste
* Small paint brush

The Authority reserves the right to monitor for compliance with current UK regulations and approved codes of practice, when working with non-licenced ACM’s. This may involve taking air samples at any time during the works to ensure that control limits and peak levels are not exceeded and to ensure compliance.

**UNCONTROLLED RELEASE OF ACM’s**

In the case of any Asbestos being found or disturbed the Contractor /s shall immediately stop work, seal off the area and notify the asbestos team who will arrange for further investigation and sampling as necessary.

Contact details

1. The Asbestos Coordinator - 0116 454 5246
2. The Asbestos Team - 0116 454 5278

Any uncontrolled release of asbestos fibres is reportable under RIDDOR.

Any uncontrolled release will normally require background air monitoring to be carried out which will be at the discretion of the Asbestos Coordinator or other member of the Asbestos Team. The results of such monitoring will be used to decide what further action is required by the Authority to return the situation to normal.

All costs involved with an uncontrolled release will be rechargeable to the Contractor.

**ACCESS & REFUSALS;**

In instances where contact with a tenant has **not** been achieved the Contractor shall demonstrate to the Authority that all reasonable efforts have been made.

* Make contact by phone (if no reply, leave a message and proceed to step 2)
* Visit the property (if tenant not in leave a ‘no access’ card. If no reply after 5 days proceed to step 3)
* Write to the tenant (asking them to make contact with you within 7 days. If no contact refer back to the Authority immediately).

Keep note of procedures undertaken in line with above for annual review meetings

The Contractor will provide “no access” cards and correspondence, at no additional cost to the Authority. Each card/correspondence will carry the Authorities unique job reference number and the Contractor’s telephone number and email address with the instruction for the tenant to contact the Contractor to arrange an appointment.

In instances when a tenant refuses the works the Contractor shall advise the supervising officer by email immediately, that these works have been refused, giving the reason for refusal as communicated by the tenant.

The Contractor shall make suitable allowance for all site visits required in connection with the delivery of this contract. No payment shall be made to the Contractor for no access, specific access requirements, aborted works or aborted site visits whatsoever.

1. **DWELLINGS:**

The Contractor is advised that the majority of the work is to be carried out in tenanted dwellings. The Contractor shall contact the tenant in regards to access, and as required liaise with the supervising officer. In the event of a decant the Contractor may be required to liaise with other Authority officers.

The Authority wishes to impress upon the Contractor and workforce the importance of a standard of care and attention being given to tenants such as to maintain a high level of trust and confidence between tenant, Contractor, and the Authority.

1. **WELFARE FACILITIES (Contractor):**

The Contractor is to assume that there are no available welfare facilities on-site. Therefore, adequate alternative provisions are to be allowed for.

1. **BUILDERS WORK AND MAKING GOOD:**

The Contractor shall include in their price for all builders work required to adhere to this specification:

Proper and efficient covering over of all floors, passages, stairs, etc., and any fittings, equipment, furniture etc., that remain in any room whilst the work is carried out, together with any necessary making good or reinstatement of and dealing with and paying all claims arising from such damage.

All dirt and debris arising from the work must be regularly removed from site. The site is to be cleaned at the end of each working day

All drilling, cutting away and making good.

**Chasing of services (cabling, pipework, etc.);**

The Contractor shall ensure that all chasing is carried out using an electro mechanical chase cutter in conjunction with the appropriate level of dust debris collection systems to achieve minimal air bound dust.

**Floorboards and access panels;**

Where necessary, cover strips, ceiling panels and the related shall be removed in a neat manner and shall be replaced and fixed upon completion with screw fixed access boards (under no circumstances is asbestos to be re-fixed). Any of the boards/panels, which are damaged during the course of the installation, shall be repaired or replaced with new at the Contractor’s expense.

The removal, lifting and replacement of all access covers to service ducts, duct covers, and floorboards shall be carried out by the Contractor. Temporary guards, barriers and warning notices shall be used in all instances to meet health and safety requirements.

The Contractor shall remove tongue and grooved floorboards using a circular saw (or panel/flooring saw) removing the upper tongues from either side of the floorboard group. The Contractor shall cut across the floorboard at each end just before it meets a joist. The contract shall carefully loosen and lever existing floorboards using a bolster, hammer and crowbar, using blocks of wood to protect the edges of the boards.

The Contractor shall replace with new any lifted floorboards which are decayed, warped, twisted, significantly damaged or split.

The Contractor shall ensure that the finished floorboard is flush secure and does not have a deflection when under load.

1. **SERVICES REGULATIONS:**

Any work carried out to or which affects new or existing services must be in accordance with the current Regulations of the relevant Statutory Authority.

1. **HEATING SYSTEMS:**

The Contractor at the time of the survey must identify the type of system installed. If the Contractor is unsure as to the type of system they should seek clarification from the supervising officer.

**Traditional domestic heating;**

Contractors will be required to work on different types of heating systems as part of the refurbishment works and as such to ensure that their engineers are suitably qualified and familiar with all types of domestic heating systems both gas and electric. Examples you may come across in the Authorities housing stock are;

* Electric storage heaters,
* Wet heating systems with combination & conventional boilers, back boilers, microbore systems, twin & single pipe systems, Swedish systems,
* Warm air heating,
* Gas & electric room heating appliances
* District heating (indirect system, plate heat exchange & piped with 15mm & 22mm copper pipework)

**District heating & hot water**;

Areas of Leicester are connected to a district heating network. Within some of these areas are Authority properties which benefit from such a scheme. The estates that are included are listed below, however not all properties within these areas are connected to the scheme:

* St Andrews,
* St Peters,
* St Marks,
* St Matthews,
* Aikman Avenue,
* Sheltered housing schemes.

**Direct** district heating

Where the property is on **direct** district heating any works to the system will need to be carried out by the Authorities own in-house team or its specially appointed district heating Contractor. These systems are usually fed direct from the boiler house/substation and are piped in steel malleable pipework.

For such instance the Contractor is to make an allowance for downtime/delays which are the result of district heating engineers/Contractors carrying out removal, repositioning of radiators and pipework to enable the refurbishments works to take place/proceed.

**Indirect** district heating

Some properties within these areas are on an **indirect** system (plate heat exchanger & piped with 15mm & 22mm copper pipework). These operate in the same way as a traditional domestic wet system with the heat plate exchanger as a direct replacement for the boiler. Advice will be given by the Authorities supervising officer for district heating to establish a working procedure for a generic install moving forward to the contract. The Contractor should therefore make any necessary allowances within their pricing for working on the different system types.

1. **SERVICES:**

**Existing services, etc.**

The Contractor shall exercise particular care to avoid damage to or any unauthorised interference with the working of buried, hidden and visible services (e.g. gas, water, electricity, telephones, fibre optic cables, buried cable, sewers, and drains etc.) including associated brackets, posts, fittings, lagging etc.

The Contractor prior to any works (including demolition, drilling and/or chasing walls & breaking out floors) is to scan the affected area/s by means of ‘CAT’ scan or similar service detection equipment to identify any concealed services. Failure to do so may result in delays on site and additional costs, which will be recharged to the Contractor.

The Contractor is to ensure that all the services are working at the end of each working day. Where this is not achievable the Contractor is to provide a suitable alternative at no expense to the Authority. The Contractor should make the supervising officer and clerk of works aware of any issues as soon as they become apparent, including any temporary measures that have been or need to be taken.

The Contractor shall provide all necessary temporary services, artificial lighting, power, water and heating for the execution, protection and security of the works. The Contractor will alter, adapt and maintain the temporary works as necessary, and remove and make good at completion.

Providing of water, gas, electricity and heating for these works is the responsibility of the Contractor. This may be provided by the tenant but only with prior agreement between the tenant and the Contractor. Any such agreement is solely between the Contractor and the tenant only. The Contractor is responsible for any charges incurred by using said services in all properties. It is recommended that the Contractor take meter reading(s).

**Materials;**

All pipes and fittings must be Water Regulations Advisory Scheme (WRAS) approved. The use of flexible connectors is not permitted on this contract. Failure to comply will result in the said item being replaced at no cost to the Authority.

**Pipework;**

**All** pipework to be stripped out and replaced with new.

Pipework and fittings must be soldered copper for hot, cold and heating pipes. **THE USE OF FLEXIBLE CONNECTORS IS NOT ALLOWED, RIGID TAP CONNECTORS MUST BE USED.**

Copper tubes & fittings are to be manufactured in full accordance with the appropriate current materials standards, including BS EN 1057, as well as BS EN 13349 for plastic coated tubes and BS EN 1254 for fittings or as updated from time to time in line with regulations

Pipework routes are to be planned prior to installation to minimise the use of joints and to suit new layout. Pipe work routes are to be kept discrete where possible. All pipework to be clipped at a min 1m centres.

Continuity of electrical bonding must be maintained.

Waste pipes are to be fully stripped back to point of discharge e.g. SVP (soil & vent pipe). These may extend beyond the kitchen or bathroom (internally or externally). The Contractor is to allow for this and any necessary accessing of boxing’s, lifting floorboards, etc.

Waste pipework and fittings must be of the ABS solvent weld joints. Manufactured to BS EN 1455-1: 2000 / BS 5255 or as updated from time to time in line with regulations

All pipework must be tested for water tightness prior to concealing.

1. **FLOORS:**

All types of floor construction can be found within the Authorities housing stock, such as ground bearing floor slab, block and beam with screed, reinforced concrete with screed, quarry tiles, asphalt, timber floor boards, interlocking floor panels, suspended floors, etc. The Contractors are expected to work on all floor construction types.

**Assess;**

Where the Authority is able to identify that a floor needs replacing they will advise the Contractor at the time of issuing the job (this will be indicated on drawing). The Contractor is to assess condition of all existing floors once the strip out is complete to ensure the floor is in good sound condition and is level and within tolerances:-

* Level of floor maximum 6mm out of level per metre.

Any defects/faults or concerns are to be reported immediately to the supervising officer/clerk of works who will decide on the appropriate action to be taken, this may involve seeking the advice of a structural engineer and ultimately the floor having to be replaced. This will have an impact on the programming and the tenderer should make an allowance for this.

Finished floor level to be no more that 12mm above adjacent finished floor levels, dining room, living room, hallway floors, etc.

1. **WALLS:**

Existing walls tolerances. The Contractor must check that the existing walls are within the tolerances listed below. Outside of these or any concerns should be brought to the immediate attention of the supervising officer.

* plumb max 10mm out of plumb in a storey height up to 2.5m
* Flatness of wall, ± 5mm max deviation from 2m straight edge with equal offsets, horizontally and vertically
* Corners, ± 10mm maximum deviation using 500mm square

All plasterboards and plaster to finish 30mm short of the floor to prevent thermal bridging.

All newly constructed walls must be plumb with square corners.

1. **AIRBRICKS:**

Where an airbrick is to be removed this must be bricked up externally with finish to match existing (brick, render, cladding) and block work internally with two coat plaster finish all to match existing. Any cavity is to be fully insulated.

1. **TILING:**

Tile wall and windowsills including tile trim to all exposed edges. Fix tiles to wall, including cuts, tile trims and grouting. Tile joints should be straight in alignment (horizontal and vertical) with even grout joints max 3mm wide.

* 5 Tile high splash back to worktops and return walls,
* Cooker space tile whole area from skirting extending to 9 tile high splash back above worktop (tile above worktop to be 900mm wide (450mm each side of centre line for cooker space)
* Seal tiles at abutment with window, door, worktops, sanitary ware and wall with white mould resistant silicone,
* Windowsills, where they fall within a tiled area are to be tiled, where they are away from the tiled area replace with Upvc window board.
* Supply and fit tile trim. Trim to be fitted to all exposed edges and around windows cills/openings. Trim to run full length of top of tiles with wall units set to top of trim. Tile trim to have mitred internal corners.
* All plasterboard walls to be skimmed before tiling (No tiling directly onto bare or uni-bonded plasterboard)
* Do not tile around electrical surface accessories and/or heating controls.

1. **HANDOVER PACK:**

The Contractor is to provide a completion handover pack to both tenanted and void properties. This will include the items listed below as well as any information the Contractor deems relevant.

* Job ref & address
* Date of install (sign off)
* Mains cold water stops tap location.
* Sure stop operating instruction and location (where fitted)
* Fan operating instruction (where fitted)
* Shower operating instructions (where fitted)
* Information on caring for your (where fitted)
  + Worktop
  + Kitchen units
  + Sink top
  + Fan
  + Wall tiles
  + Sanitary ware
  + Shower curtain
  + Floor covering (tiles and sheet)

A copy of the pack is to be submitted to the Contract Administrator for approval and any amendments thereafter.

1. **DISRUPTION TO WORKS, CORRECTIVE WORKS, ABORTIVE JOBS & DEFECTS;**

**No job/cancellation;**

Prior to the works starting the tenant may choose not to proceed with the works. In these instances, the Contract Administrator must be notified immediately. The Authority will only pay for works undertaken.

**Disruption to works;**

The Contractor is to allow in their pricing for potential disruption to the works.

Whilst every effort is made to ensure that the works proceed smoothly and without delay, it is inevitable that disruption will occur on some jobs as there are many variables. Previously experienced delays have been listed below, however this is not an exhaustive list and Contractor may experience many others;

* Tenants issues, tenant personal reasons and working patterns.
* Cold water main, seized/broken external stop tap, underground burst.
* Design issues, resulting in minor alterations.
* Asbestos removal, strip out of room before asbestos can be removed, discovery of possible asbestos containing material not identified on asbestos survey report.
* Working with other Authority departments and nominated Contractors, e.g. Authority in-house repair, boiler replacement, rewire of property.
* District heating, removal & re-fixing of district heating radiator, alteration of district heating pipework, replacement of district heating tanks, valves, etc.
* Property construction type,
* Underlying defects i.e. replacement floors.

The only exception to this ruling will be where asbestos cannot be removed by Authority specialist Contractor prior to the work commencing or where asbestos is concealed and was not previously identified and requires removal by Authority specialist Contractor. This will be a one off payment for the delay (see Authority schedule of rates)