**SECTION 2 -**

Bristol City Council

Energy Service - Operations measured term contract

**Specification**

**Program of Works**

Bristol City Council’s Energy Service is looking to procure a contractor for loft and cavity wall insulation to support a range of energy efficiency projects in domestic properties across Bristol with occasional work within the administrative areas of North Somerset Council and Bath and North East Somerset Council.

With the Minimum Energy Efficiency Standard (MEES) in place, Bristol City Council is working with landlords to ensure their properties receive the necessary energy efficiency and property improvements for their property to achieve EPC rated E and above. These improvements could include loft and/or cavity wall insulation, depending on the property.

Additionally, the Council is using Energy Company Obligation (ECO) funding to support households across Bristol in fuel poverty receive a range of energy efficiency measures.

**Specification, Loft, Cavity Wall and associated works**

**Scaffolding**

Scaffolding shall comply with the current code of practice and the requirements of the Work at Height Regulations 2005 and codes of practice including BS EN 12811-1:2003.

It is the responsibility of the Contractor to ensure that scaffolding and other working platforms when used are erected, inspected, protected and maintained during progress of the works and to remove same on completion all to comply with the Health and Safety at Work etc. Act. The Health and Safety Executive Guidance Note HSG151 must be strictly adhered to and particular attention should be noted where children may come in to contact with or be attracted to building sites, and in particular scaffolding and associated works.

All scaffold erected within the contract is to be protected against access by young children in such a manner that a young child cannot get access to any scaffold pole or climb up the scaffold.

Where scaffolding is required in close proximity to overhead power cables then the power supply company must approve safety precautions before the scaffolding is erected. The Contractor will be held responsible for obtaining the supply company’s approval.

The convenience, security and safety of clients and other users of dwellings and properties must be considered in the positioning of scaffolding, cradles, shoring and shuttering. All standards in pedestrian areas are to be covered with foam pads.

Any scaffold erected and left on-site must contain a notice board of the name of the contractor (scaffold company) together with a 24 hour, 7 day a week emergency telephone number.

The notice board must be positioned and of such a size, without breaching planning regulations, that it can be easily read by a member of the public standing on the edge of a public road.

**Party walls**

The permission of adjoining landowners must be obtained before any work is carried out to party walls, and special care must be taken in the execution of the works, to ensure that no encroachment takes place and that all necessary precautions are taken to ensure the safety of the occupiers to avoid nuisance. Whilst it is the responsibility of the owner of the property to ensure any party wall agreements are in place for works on their property, it is the responsibility of the contractor to ensure they are in place before starting works.

**Delivery and Clear away**

The unit rates are deemed to include for the delivery to and removal from site of all materials arising from and during the execution of the work.

**Making good**

All works disturbed by reason of the operations specified herein shall be made good in a proper manner although not specifically mentioned, and brought to a finish which matches adjoining surfaces. Any damage caused by negligence shall be made good at the contractor’s own expense.

All reasonable care shall be taken to avoid damage to the fabric and to any adjoining property. Any such damage shall be made good at the Contractor’s expense. The integrity of the structure of the existing buildings and anchorages for equipment cannot be guaranteed and fixings will be made at the Contractor’s risk.

**Materials and Warranties**

All materials used must be of good quality and fit for the purpose intended, where fittings are replaced, the new fittings must be at least equal in quality to those being replaced. Where items are fixed only, payment for the supply of materials (where necessary) will be based on a quotation, which must be agreed prior to their purchase. All materials delivered to site will remain the responsibility of the Contractor until fixed and subsequently approved by the Project Manager/ Contract Administrator.

**All references to manufacturers and named products are recommendations only. Unless otherwise stated within the specification, other manufacturers and products may be used on application to and at the discretion of the Project Manager/ Contract Administrator subject to such materials meeting the same performance and quality standards. All materials shall be of a standard not lower than the requirements of the latest appropriate British, European, or ISO Standard.**

**It should be clearly understood that the rates must be definitely “all-in” rates. No adjustment will be made to the schedule of rates for items which may be performed in disadvantageous circumstances as these will be regarded as being offset by other items performed in advantageous circumstances.**

The Contractor shall provide a minimum **24** month warranty unless otherwise stated, for manufacturer’s defects and installation, which guarantees everything provided under the Contract is fit for the purpose for which it is intended and the Contractor shall replace or repair at no cost to the Employer any product which is not fit for the purpose for which it is intended or in which faults appear due to defective materials or workmanship. The Warranty shall cover all aspects of works carried out.

The Contractor shall ensure that each item covered by a Manufacturer’s warranty is registered with that manufacturer and shall keep full records of all such warranties which shall be included within the Safety, Commissioning and Warranties pack submitted with the Final Account and present such records at monthly performance meetings.

**Services**

Notification must be given to the respective authorities (gas, water etc.) where services are exposed or likely to be, and arrange for any necessary protection of those services. The contractor shall, prior to any commencement of work on site, ensure that all stop valves, isolators and switches to gas, water and electricity supplies are functioning correctly and where they are not, notify the Project Manager/ Contract Administrator immediately who will authorise remedial works.

**Construction (Design and Management) Regulations 2015**

CDM regulations 2015 or any subsequent amendments shall be adhered to.

The contractor assumes the position of Principle Designer and Principle Contractor on all works.

**Health and Safety at Work Act 1974**

Any works completed with the Schedule of rates will be carried out within the Health and Safety at Works act 1974 or any subsequent amendments.

**General Conditions**

The Contractor shall provide all necessary security, protection and warning provision/notices for the proper execution of the work. The Contractor shall take all necessary precautions to ensure that no inconvenience or danger is caused to the occupier and/or members of the public during the progress of the work.

Where contracts /orders are to be carried out at an occupied property or dwelling the Contractor must liaise, give advanced warning of works and co-operate with the tenant /leaseholder /occupier /neighbour so as to cause them the minimum of inconvenience and disturbance, and shall provide a high degree of customer service and care.

The Contractor shall ensure that (and be entirely responsible for) anyone visiting or working in an occupied property or dwelling on the Contractor’s behalf (whether or not employed by the Contractor) shall be honest and trustworthy and shall not pester or harass or unreasonably inconvenience the tenant and occupants in any way. It is deemed the tenant’s /leaseholder’s /occupier’s responsibility to remove carpets, fittings, furniture and furnishings and the Contractor should request removal of such for access to work areas.

Where tenants and/or leaseholders are elderly, vulnerable or disabled the Contractor is expected to carry out the works contained within the contract /order with additional care and consideration.

Unless the prior sanction of the Contract Administrator has been given, any work within a contract /order is to be carried out between the hours of 8.00 am to 5.00 pm Monday to Friday excluding Bank Holidays.

The use of the occupier’s electricity, telephone, gas and/or water services for the Contractor’s purposes will be at the discretion of the householder.

The Contractor shall accept full responsibility for ensuring that it and any persons working for it will carry out all work within the contract /order in accordance with all applicable statutory or regulatory provisions and for ascertaining and being aware of what those provisions are.

In addition and without prejudice to those provisions the Contractor shall also ensure that all such works within the contract /order are carried out in a safe manner that is without risk (or if that is impossible, and only if that is impossible, with minimum risk achievable) to the health and safety of any person whether its own employees, its sub-contractors (if any), their employees, Council employees, members of the public or whoever. Bristol City Council recommends that contractors abide by the relevant ACoPs ensuring Health and Safety is carried out in accordance with their recommendations as a minimum standard.

The Contractor shall provide Bristol City Council with a copy of its current Safety Policy and demonstrate that it is complying with it.

The Contractor shall report all accidents and breaches of Health and Safety to the Contract Administrator within two days of the occurrence, irrespective of whether anyone has been injured as a result.

The Contractor must issue a valid identity card to all its employees or workers who are engaged on Council work. These cards must be made available to the Contract Administrator at the start of any works, and where personnel changes during the delivery of any works, this must be updated. Cards are to be shown to the Contract Administrator, Supervisor or occupiers on entering their premises and are to be carried at all times whilst on Bristol City Council’s properties.

The identity cards shall be in a form acceptable to the Contract Administrator, and bear a photograph of the employee, the employee’s signature, the status of the employee, the name, address and telephone number of the Contractor and be countersigned by a director of the firm or equivalent and be sealed in a plastic holder.

Contractors shall maintain at least one permanent depot and office as an operational base within the boundary of the City of Bristol for the duration of the Framework Contract or, within a location that the Contractor can demonstrate that they are able to achieve the required response times below

Contractors must have staff to attend within 24 hours of notice for any maintenance or urgent safety work required to works that are in process or under warranty.

**Pointing**

Pointing to new work shall match that of adjacent work, or shall be flush and bucket handle pointing as directed by the Contract Administrator.

All pointing is required to closely match the existing pointing in finishing, colour and texture.

**Air bricks and wall ventilators**

Clay and concrete air bricks shall comply with the requirements of BS 493 + A1 (2010), unglazed and of a colour to match the facing bricks.

PVC air bricks shall be as manufactured by Stadium Ltd, Unit 10, Riverside Industrial Estate, Monson Road, Enfield, Middlesex EN3 4TW or other equivalent approved.

Plaster Louvre vents shall comply with the requirements of BS 493.

**Plaster, render, concrete and brickwork**

All plaster or mortar splashes etc. shall be removed from the surfaces to be decorated by scraping. All holes, cracks, etc., shall be stopped and the whole surface shall be brushed down to remove dust and loose material. In addition, all traces of mould oil shall be removed by scrubbing with water and detergent and rinsing with clean water to remove all detergent.

All plaster surfaces shall be allowed to dry out completely before decorating processes commence.

**Damage to adjoining surfaces**

Care must be taken when storing materials, preparing surfaces, or applying paint or stains, not to damage or stain other work. The contractor shall remove all such stains, make good the stained surface and touch up paintwork disturbed.

**Compatibility**

Check that all materials to be used are recommended by their manufacturers for the particular surface and conditions of exposure, and that they are compatible with each other.

Where surfaces have been treated with preservatives of fire retardants, check with the treatment manufacturer that coating materials are compatible with the treatment and do not inhibit its performance.

**ASBESTOS AND HEALTH & SAFETY**

**Type of Survey**

Where it is reasonable to assume that asbestos may be present within a privately owned property, the Contractor will cease all works immediately and inform the installations team and the occupier of the property.

**Training and accreditation**

The Contractor shall be responsible for ensuring that all employees have received training as appropriate to the nature of work that they are employed to carry out, in accordance with CAR12. All operatives to site to have received as a minimum requirement, UKATA approved Asbestos Awareness Training by an approved UKATA provider. Any employee who does not hold such accreditation shall NOT be permitted to work on site in the removal of ACM or during the removal of ACM from the site.

**Identification of materials**

Where an element is known or believed to contain Asbestos material that is not identified in the survey report the Contractor shall, if deemed necessary, cease work and immediately notify the Contract Administrator for advice.

**Incident management and reporting**

Should an incident occur where ACM is disturbed then the Contractor shall take immediate and appropriate action to minimise risk in accordance with the HSE recommended guideline and inform the Contract Administrator. The Contractor will conduct their own investigation into the incident and provide the Installations team with their findings.

All Accidents, Incidents, Dangerous Occurrences or Near Miss events are to be reported to Bristol City Council as soon as reasonably possible. If an incident occurs which potentially disturbs an Asbestos Containing Material, then the Contractor is to stop works with immediate effect and put in place Emergency Procedures to minimise risk. The Contractor is to arrange for immediate and appropriate action to be undertaken to rectify the situation and to notify Bristol City Council with immediate effect. The Contractor is to conduct their own investigation into the incident and provide BCC with a copy of their findings. ACM incidents may require RIDDOR Reporting and further investigation.

**Handling and removal of ACM materials**

Handling or removal works will only be carried out by accredited (licensed) specialists and this will be clearly documented. A clearance certificate must be issued by an independent UKAS accredited analytical firm in accordance with legislation.

**Compliance**

The Contractor shall upon request, provide Bristol City Council with proof of compliance with any or all of the above requirements in this schedule.

**HEALTH AND SAFETY**

In addition to the above, due regard is to be given to Health & Safety in respect of the provisions and compliance of:

* The Health and Safety at Work Etc. Act 1974.
* The Management of Health & Safety at Work Regulations 1999
* The Construction, Design & Management Regulations 2015
* The Control of Asbestos at Work Regulations 2012
* The Asbestos (Prohibitions) Regulations 1992

All works carried out by the Contractor must comply with all statutory requirements for health and safety. In the event that any new or revised Health and Safety law comes into force, the contractor will ensure that the works comply with the new law by the date that law comes into force.

Where any new law impacts the agreement within this specification and contract, the Contractor is to contact the Contract Administrator as soon as practicably possible and advise the changes to the law, and the impact to the specification and contract. The Contract Administrator will arrange a meeting with the Contractor to agree a variation to the contract to undertake the new requirements of the law.

The Contractor shall ensure that all Operatives carrying out installation works have copies of the following documentation correctly completed and relevant to the Eligible Property prior to commencing the Services and at all times whilst at the Eligible Property:

* Survey results, and subsequent installation recommendations;
* risk assessments carried out for the premises;
* method statements;
* confirmation from Bristol City Council of customer consents for the installations;
* any other relevant paperwork required under the ECO Order;
* customer Health and Safety briefing sheet;
* CSCS cards or equivalent;
* PAS2030 / PAS2035 Accreditation

**Provision of Information**

The Contractor shall be expected to provide Bristol City Council with the following documentation and information:

* Health and Safety and Environmental Policy Statements signed by a senior Director of the Contractor, which shall have been signed and dated within the previous 12 months of the date of supply of the same to Bristol City Council.
* Details of the Contractor’s organisation for HSE&Q, including the identification of senior managers who are responsible for HSE&Q management within the company.
* A statement of the health and safety duties and responsibilities for all levels of management and personnel.
* Arrangements, process and procedures for compliance with all HSE&Q statutory requirements and guidance’s and how these are to be implemented.
* The arrangements, process and procedures for identifying, assessing and managing all hazards and risks including the Company’s Safe Systems of Work/Risk Assessments and Method Statements for ensuring that all risks are being effectively managed.
* Arrangements, process and procedures for reporting, recording and investigation of all accidents, incidents and cases of work-related ill-health.
* Details for the effective management of all sub-contractors used by the Company and how they ensure the competency of those sub-contractors’ personnel and how they ensure a continuous method of monitoring and audit of those sub-contractors.
* Details of training and competency required for carrying out Works and/or Services under this Agreement, Technical Site Surveys and installation of Equipment and especially with regards to safety training around the more hazardous activities undertaken by the Contractor such as the Awareness of Asbestos, Work at Height, Personal Protective Equipment (PPE) and Control of Substances Hazardous to Health (COSHH) etc.;
* Details and qualifications of the Contractor’s competent health and safety advisor and whether this is provided internally within the Contractor’s organisation or externally through a competent advisor. Where the advice is external then the Contractor is to submit evidence of advice and guidance provided by the competent person in the last twelve months.
* Details for the arrangements, process and procedures for the supervision, monitoring, audit and inspection undertaken internally by the Contractor of their work activities and how they effectively communicate to and from their personnel on matters of HSE&Q.
* In addition a health and safety inspection of a sub-contractor worksite for the same type of Works which the Contractor shall undertake shall be completed.

Bristol City Council shall assess the Contractor’s existing information and advise of any additional information required to enable the Contractor to meet the required standards within this Specification. Bristol City Council may request the Contractor amends its health and safety documentation and the Contractor shall make such amendments as soon as reasonably practicable and in any event prior to undertaking any Services to which such documentation applies or may in any way be relevant.

The Contractor should append details of their Health and Safety Management System with their application. It will not be marked as part of the formal assessment. The H&S Management system should include as a minimum the following:

* Roles and responsibilities;
* Health and Safety Policy arrangements;
* Evidence of suitable health and safety training of both personnel and managers, particularly in regards to activities with a higher level of risk such as work at height, work with electricity and asbestos etc.;
* Generic and point of work Risk Assessments, Method Statements and Safe Systems of Work specific to the Works to be undertaken for and on behalf of Bristol City Council;
* Accident/ incident reporting processes and procedures. To include an overview of accidents and incidents which have occurred within the company within the last three years and information and evidence in regards to the health and safety performance trends of the company;
* Sub-contractor selection, evaluation and management;
* Evidence of how the company audit, review and monitor their Health and Safety Management System;
* Evidence of how the company access competent health and safety advice relevant to the Services that they undertake;
* Evidence of how the company consult and provide health and safety information to their personnel;
* PPE selection and provision;
* First aid training and response;
* Control of Substances Hazardous to Health process and procedures.

**Recording and Reporting of Accidents**

In the event of any accident or incident reportable under the RIDDOR Regulations the Contractor’s Nominated Health & Safety Person shall within 24 hours notify the Contract Administrator and Bristol City Council’s Nominated Health & Safety Manager, through implementation of Bristol City Council’s Contractor Accident and Incident reporting process in writing on the form as provided in Appendix I, and shall do so within 24 hours of the incident occurring. Failure to adhere to this obligation shall be a breach of the KPIs and will result in the accumulation of Breach points as set out in Appendix G.

The Contractor shall investigate all accidents and incidents falling outside of the RIDDOR Regulations and shall report the findings of the investigation to the Contract Administrator at monthly review meetings.

Notwithstanding the above, the Contractor shall notify the Contract Administrator where possible in the event of any injury or case of ill health to any member of the general public or occupiers of the site being worked on regardless of the severity of the injury. Failure to adhere to this obligation shall be a breach of the KPIs and will result in the accumulation of Breach points as set out in Appendix G.

**Inspections**

The Contractor agrees that independent checks of the health and safety of the Works and/or Services may be carried out by Bristol City Council or by an organisation appointed by Bristol City Council for that purpose.

The Contractor agrees that Bristol City Council, or its nominated representative, may conduct regular inspections and audits of the Contractor’s HSE&Q Management Systems and their compliance with HSE&Q expectations of this Agreement and for the duration of the Term. The main areas of focus are included in the worksite inspection form in Appendix I, which the Contractor shall make themselves fully aware of, and shall ensure these safety critical areas are adhered to fully. **The criteria set out by Bristol City Council sets out a minimum standard for compliance. Bristol City Council expects every job to be done safely, no matter how important or urgent it is.**

In the event of any accident, incident, or inspection failure in the Contractor’s Health and Safety management being identified by way of audit review, Customer complaint, or any site inspection, Bristol City Council shall contact the Contractor to discuss and agree a corrective action plan, which shall be implemented by the Contractor within agreed timescales.

The following table sets out theactions the Parties shall take relevant to the number of incidentsoccurring within the Term of the Agreement:

|  |  |  |
| --- | --- | --- |
| **Failure within the Term. Failures may be based on Worksite Safety Checks, Inspections, Technical Monitoring and Partner Manager feedback. Failures consider the severity, frequency, duration, significance and legal standing of all failure inputs.** | **A serious Inspection/Check/Technical Monitoring failure, critically unsafe act/occurrence, within the Term.** | **RIDDOR Reportable Incident or the serving of an Enforcement Notice at any time during the Term** |
| Internal enquiry carried out by Bristol City Council and a decision made on the corrective actions the Contractor is required to carry out, upon receipt of which the Contractor is to draft and provide to Bristol City Council an Improvement Plan within 5 Working Days, once approved by Bristol City Council the Contractor shall implement this improvement plan. | All Works and/or Services suspended.Internal enquiry carried out by Bristol City Council and a decision made on the corrective actions the Contractor is required to carry out, upon receipt of which the Contractor is to draft and provide to Bristol City Council an Improvement Plan within 5 Working Days, once approved by Bristol City Council the Contractor shall implement the improvement plan.Subject to the Contractor satisfactorily carrying out the corrective actions as agreed, the Agreement may, at Bristol City Council’s discretion, recommence.  | Bristol City Council may terminate the Agreement in accordance with Clause 8 of the Agreement shall such reportable incident be deemed, at Bristol City Council’s sole discretion, a serious failure in the Contractor’s HSE&Q Management Systems. |

The Contractor shall within 24 hours notify the Bristol City Council Contract Administrator of any communication received from any enforcement authority relevant to the Contractor’s Works and/or Services. This shall include any written or verbal notice, formal letter, Improvement Notice or Prohibition Notice.

The Contractor shall further notify within 5 Working Days the Contract Administrator of any notice of intended prosecution as a result of breaches of any enforcement notifications.

**COMMUNICATION WITH CUSTOMERS, SITE SURVEYS AND ATTENDING SITE**

**Identification and Security**

The Contractor shall have in place and maintain a quality management procedure for the appropriate issue, control and maintenance of identity cards to all Operatives.

The Operative shall at all times carry a company identity card (“ID Card”) with a colour photograph. The ID Card shall be displayed and available to the customer for examination.

The ID Card shall include the Contractor’s trading name, a reference number for the Contractor and an expiry date of the ID Card. It shall also display a free-phone telephone number, which any member of the public can use to verify the identity of the Operative.

Records shall be maintained by the Contractor of all ID Cards issued to Operatives, and made available to Bristol City Council immediately upon request. This record shall, as a minimum, maintain the following details:

###  the Contractor trading name;

###  ID or Operative reference number;

###  name of Operative;

###  ID card expiry date; and

###  current status of ID Card.

The Contractor shall have adequate procedures in place to control the issue and return of ID Cards from an Operative. Where the services of any Operative is terminated, or the Operative is transferred to duties other than the Services, the Contractor shall ensure that all rights of access, ID Cards and permits of that Operative are immediately revoked, and Bristol City Council is advised of such within two Working Days via email.

**Training requirements**

The Contractor will be required to attend training sessions on Bristol City Council procedures and on the requirements of completing paperwork in relation to any funding that has been accessed on the customers behalf, for example Energy Company Obligation (ECO) funding.

Update meetings may be required where training needs are identified or updates to procedures are needed.

The Contractor shall at all times remain aware of any updates or changes to requirements in relation to Energy Company Obligation funding during the Term which may in any way alter or effect the installation of such Measure.

**Manufacturers and other certification**

The installations carried out by the Contractor are at all times to comply with the manufacturer’s instructions and recommendations.

The Contractor is responsible for being aware of any technical changes or updates to the materials or application of materials during the term of the contract which may in any way alter or effect the installation of the material and shall liaise directly with the manufacturer accordingly. Should this technical change result in the requirement for a variation to the specification and agreed works, the Contractor is to raise this with the Contract Administrator to agree a way forward.

The contractor shall be responsible for ensuring they are Trustmark registered and PAS2030:2019 (transitioning onto PAS2035) accredited and continue to be for the duration of the contract term.

Where there are any updates made to the PAS 2030:2019 / PAS2030:35 regulation the Contractor will adhere to these and where applicable update their accreditation to the latest version. Where the contractor no longer holds the necessary accreditations they will inform Bristol City Council immediately who will withhold the right to terminate the contract with the contractor.

The contractor shall be responsible for providing all relevant and necessary paperwork /qualifications to Bristol City Council for all operatives who shall be carrying out work on their behalf at the start of the contract.

The Contractor shall ensure that all materials installed are carried out in full compliance with the above, and shall ensure that any Sub-Contractors are aware of, and competent in relation to such regulations.

The Contractor will need to be able provide on request the appropriate certificates relating to these requirements.

**Arranging the survey**

Once a customer has agreed to proceed with a survey, Bristol City Council will notify the Contractor by email. Upon receipt of this information the Contractor will:

* Contact the customer and arrange a site survey within 2 working days from receipt of notification from BCC.
* If the Contractor is unable to contact the customer within 2 working days, they will notify Bristol City Council to confirm the contact details are correct.
* During the following5 working days the Contractor will try the customer on another 2 occasions to make an appointment.
* If contact cannot be established in this time period, the contractor will refer this back to Bristol City Council who will make contact with the customer and reconfirm the requirement for a survey.

Subject to the customer’s consent, the Contractor will agree a suitable date for the survey at the customer’s property. This shall be within 14 days of notification of the request for survey. The Contractor is to notify the installations team of the date of the survey by email.

Where the customer subsequently needs to re-organise the survey date, the Contractor shall work with the customer to make those arrangements. Rescheduled dates will be confirmed to the occupier and the installations team by email.

Where the customer cancels the survey and does not wish to proceed with a survey at a later date, the Contractor will make note of the reasons for the cancellation and notify the installations team within 3 working days of cancellation, providing the customers reason for cancellation.

The Contractor shall ensure that each survey is carried out in accordance with the requirements of the measure being installed, and any relevant laws and technical guidance.

**Telephone call prior to Works visit**

In all cases, the Contractor will contact the customer the day before the scheduled survey date to confirm attendance and the arrival time. Where the visit commences on or before 10.00 hours, the customer shall be contacted no later than 6pm on the previous Working Day.

The Contractor will confirm with the customer any requirements for the survey, access to cupboards, lofts, interior rooms, exterior spaces that may need to be accessed as part of the survey.

**Attendance at the Premises**

Access and eligibility to enter the property: refer to Article 19 of the contract in respect of Safeguarding and whether it is acceptable to enter the property. If any sections of Article 19 apply the Contractor should not undertake the survey, report to the installations team within 24 hours the reason for an abortive visit, and await further notice on how to proceed.

Subject to confirmation from the installations team the Contractor will then rearrange the Works with the customer in accordance with the details listed above.

If upon arrival at the customer’s property the customer is not present, the Contractor’s operative will call the customer to establish whether they are attending the agreed survey. Should the customer be able to return within a reasonable time of receiving the call, the Contractor’s operative should wait until the customer returns to carry out the survey.

Where the customer is unable to return within a reasonable time from receiving the call the Contractor’s operative should attempt to reschedule the visit with the customer during that call.

If upon visiting the property the customer cannot be reached, the Contractor’s operative should leave a calling card at the property detailing the missed appointment, and providing details on how a survey can be reorganised. If the customer has not contacted the Contractor within 5 working days of the missed appointment/ calling card being left, the Contractor should contact the customer again to rearrange the appointment.

Where the contractor cannot reach the customer within 5 days, the contractor shall notify the Installations Team who will contact the customer to confirm whether they wish to proceed with a survey.

Where the Contractor is unable to attend a pre-arranged survey the Contractor shall notify the customer no later than 48 hours prior to the appointment to rearrange the appointment. If the Contractor is unable to attend the customer’s property on the day of survey, the Contractor is to call the customer at the earliest opportunity prior to the survey and notify the customer of the cancelled appointment. The Contractor must rearrange the survey within 5 working days of the cancellation date.

**Performing Surveys**

During the Survey, the Contractor shall assess the customer’s premises in relation to being an Eligible Property for ECO purposes. The Contractor shall ensure that during any Survey, the customer is made aware of how the Measure(s) shall be installed, the nature of any necessary changes to the premises for, or as a result of the Works, and shall use reasonable endeavours to obtain from the customer any relevant information that may alter, compromise or prevent the Works from commencing, or being carried out.

During the Survey, for measures that come under PAS2030 / PAS 2035 certification all PAS requirements must be followed, the Contractor shall:

* undertake a full risk assessment of the premises;
* produce detailed method statements for the proposed Measures;
* note all the requisite and relevant details and measurements;
* endeavour to answer any service or delivery related questions posed by the customer where sufficiently knowledgeable to do so, referring unanswered questions back to Bristol City Council via the Survey forms;
* take all photographs deemed necessary to support the Works, this should include internal, external and adjacent items as required.

The Contractor shall also advise the customer of:

* the nature and extent of the Works which may be carried out;
* any issues arising from the risk assessment undertaken at the time of the Survey;
* the estimated duration of the Works;
* removal or relocation of any of the customers items (internal and external) that would hinder the installation
* access requirements for equipment and/or vehicles;
* access requirements to walls and or loft spaces with particular attention to be paid to the nature and extent of the scaffolding to be erected;
* precautions to be taken to prevent any detriment to the premises; and
* an indication of anything that may affect the cost of the Works, which could not have been established from the survey.

If during the Survey the Contractor establishes that the premises are not eligible to receive the Works, the Contractor shall advise the customer accordingly, stating the reasons why this is the case, and notify Bristol City Council of the same within 3 Working Days via email.

The Contractor shall use all reasonable endeavours during the Survey to determine any pre-existing conditions within the premises unknown to the customer that may affect the efficient operation of any of the Measures, and shall make the customer aware of any recommended upgrades that may be required, or the potential effects to the Measures where such recommendations are not taken up by the customer.

**Commencing work - consents**

The customer is required to give consent for works to commence, and agree to the days of work as outlined by the Contractor. If the customer does not give consent the Contractor must make a follow-up call with the customer to see if consent can be gained. If the customer continues to withhold consent, the Contractor must raise this immediately with the Contract Administrator, detailing the dates and times of any calls, and any details of correspondence with the customer.

Prior to commencing the Works the Contractor shall ensure that it has obtained confirmation from both the customer and the installations team that all necessary consents, permissions and rights to carry out the Works are and shall remain in place during the Works. Where the customer is unable to provide such proof, the Contractor must agree this with the installations team prior to starting any works.

Consents are likely to include:

* Planning permission (Listed buildings; conservation area and general developments)
* Highways approval
* Structural engineer’s report and agreed completion documentation if required
* Asbestos reports/ removal completion documentation
* Party Wall agreements

**Commencement of Works**

The Contractor will commence works based on the priority coding provided in the works order [clause 2.6].

Prior to commencing the Works the Contractor shall ensure that the customer is made aware of and fully understands the following:

* any potential vibration or the spread of dust and debris as a result of the Works so that necessary protective measures can be put in place;
* any hazards or dangers which may affect the customer during the Works;
* any space that needs clearing prior to commencement of the Works; and/or
* any other information which may be considered relevant and/or likely to arise as a result of the Works and/or is necessary to enable the Works to commence.

**Workmanship**

Clause 2.2 covers workmanship requirements.

The Contractor’s operatives shall perform the Works in a clean and tidy manner, make good all alterations and shall clear away any tools, equipment, mess, debris or packaging associated with the Works to the reasonable satisfaction of the customer at the end of every Working Day, and upon completion of the Works.

The Contractor warrants and agrees that all waste materials and packaging derived as a result of the Works shall be disposed of responsibly, ethically and in accordance with the relevant law and/or legislation in effect at that time.

**Necessary Works**

If, during the provision of the Works, any conditions arise that would prevent the Works from being completed, and such conditions would not have been apparent from a Survey and as such require remedial works in order to complete the Works, the Operative shall:

* bring this to the attention of the customer, informing them of the nature of Necessary Works required;
* cease carrying out the Works immediately, and make contact with the Contract Administrator to confirm the nature of the issue, the cost and any implications the necessary works may have.

Following Completion of the Necessary Works, the installations team shall notify the Contractor when the Eligible Property can receive the Works, at which time the Contractor should follow the procedure for contacting the customer to arrange for the works to be started and/or completed.

Commissioning

The Contractor shall ensure that all Measures are commissioned in accordance with the relevant manufacturer’s recommendations, and to the reasonable satisfaction of the customer, and shall ensure that the Contractor’s operative obtains the customer’s signature on the relevant commissioning certificate(s).

The Contractor’s operative shall leave with the customer any relevant user manuals or logbooks (properly completed), a copy of the commissioning certificate and any other documentation that may be required under the relevant legislation.

Prior to leaving the Property, and as part of the commissioning, the Contractor’s operative shall advise the customer on the safe operation of the Measure, and ensure the customer is competent in, and comfortable with how to operate the Measure efficiently, and in accordance with the relevant manufacturer’s recommendations. The Contractor’s operative shall make the customer fully aware of their responsibility for servicing and maintenance of the Measures, and the requirements necessary in order to retain the validity of the warranty.

The Parties shall discuss this at the relevant review meetings. Where satisfaction monitoring identifies the Contractor as non-compliant, the Contract Administrator may instigate a corrective action plan to ensure that this is improved.

**Completion of Works**

Immediately after completing any of the Works required for each Qualifying Action at the Property, the Contractor shall obtain, and shall ensure that each of its Contractors (where applicable) obtain, a Bristol City Council certificate signed by the customer to certify that the Qualifying Actions have been completed (“**Completion Certificate**”).

Upon completion of the Works, the Contractor shall send to Bristol City Council via email all Completion Documents relating to the Works at the Property, as advised to the Contractor by Bristol City Council from time-to-time, which as a minimum shall consist of the following:

|  |  |  |  |
| --- | --- | --- | --- |
| Information to be collected, completed and provided at completion | Pre-installation (survey) | Mid-Installation | Post installation (completion) |
| Survey documents | Yes |  |  |
| EST Data Match Forms and ECO Flex application forms (where applicable) | Yes  |  |  |
| Privacy Notice (where applicable) | Yes  |  |  |
| Landlord permission form (where applicable) | Yes  |  |  |
| Product specification of measure installed | Yes |  | Yes |
| Loft insulation declaration (where applicable) | Yes |  |  |
| Photo of loft insulation declaration secured in the loft (where applicable)  | Yes |  |  |
| Declaration of conformity |  |  | Yes |
| Name of contractor and company details | Yes |  |  |
| Completed installation document |  |  | Yes |
| ECO3 Deemed scores survey (pre-installation) | Yes |  |  |
| Signed customer eligibility for Affordable Warmth (where applicable) | Yes |  |  |
| External photo of property | Yes |  |  |
| Pre-installation building inspection (technical survey) | Yes |  |  |
| Photo evidence (Required at each stage) | Yes | Yes | Yes |
| Photo of main heating source | Yes |  |  |
| ECO appropriate Guarantee[[1]](#footnote-1) (FO-ES-EE-518) – evidence of submission or copy Guarantee\*Loft Insulation – Minimum 2 year guarantee requiredCavity wall Insulation – Minimum 25 year guarantee required |  |  | Yes |
| Evidence of Building Control Approval or Self-certification/ notification certificate |  |  | Yes |
| BCC completed snagging list signed by Contractor and customer |  |  | Yes |
| Contractor technical monitoring (where applicable) |  |  | Yes |
| Independent technical monitoring (C2 or C3 certificates) (where applicable) |  | Yes | Yes |
| Any records related to ‘necessary works’ |  |  | Yes |
| Evidence of reasonable endeavours to carry out remedial action |  |  | Yes |
| Evidence the measure has been registered on Trustmark |  |  | Yes |

In addition, the Contractor may be required to supply any other documentation reasonably required by Bristol City Council, its Funders, Ofgem or any other Relevant Authority in order to confirm the Measures, Qualifying Actions and Works comply in full with the Contractor’s obligations.

Handwritten Completion Documents are acceptable subject to the handwriting being, at Bristol City Council’s discretion, legible, and the Contractor agreeing to provide replacement Completion Documents immediately upon request. Any documents that have been altered in any way by the Contractor, its operatives or sub-contractors will not be admissible.

**Submission of Completion Documents**

The Contractor shall submit Completion Documents to Bristol City Council within 48 hours of Measures being fully signed off by the Contractor and customer.

Each document is to be provided as an individual document labelled clearly with the document title.

Where there are any errors identified within any of the completion documents, the Contractor must respond having rectified these errors within 48 hours.

Bristol City Council will monitor the accuracy of completion documents. Where a Contractor consistently fails to provide correct information on first submission, the Breach Points system set out in Appendix G will apply.

**Satisfaction Monitoring**

The installations team shall carry out satisfaction monitoring with all customers. Where requested to do so by the installations team, the Contractor shall provide all assistance necessary to support such satisfaction monitoring, and shall immediately provide any supporting information or documentation reasonably requested by the installations team to support the same. The Parties shall discuss the results of such monitoring at the review meetings, and where necessary the Breach Points system set out in Appendix G will apply.

**Customer Complaints**

The Contractor’s customer complaints procedure must align with clause 2.16.

Where either Party receives any complaints directly from the customer relating in any way to the Works, Measures, Qualifying Actions, Operatives or any individual carrying out the Works, the receiving Party shall make this known to the other Party within 24 hours, providing copies of all correspondence relating to the complaint, and advising the nature and cause of the complaint. In all such circumstances, the Contractor shall immediately notify Bristol City Council of the proposed resolution and timescales for such resolution.

**Technical Monitoring**

Bristol City Council will appoint a Technical Monitoring Organisation to carry out Technical Monitoring inspections on 10% of all ECO qualifying measures. The Technical Monitoring Organisation shall establish whether the qualifying measures have met the standards set out in the Ofgem Installer Guidance.

The Contractor agrees to co-operate fully with any Technical Monitoring Organisation, providing all information reasonably sought by the Organisation for the purposes of Technical Monitoring. The information shall be provided promptly following the Organisation’s request (or any request made by Bristol City Council on behalf of the Organisation).

The Contractor agrees to enable technical monitoring by ensuring that when requested they have properties available that are at the correct stage of installation to allow the Organisation to conduct their survey.

**On-Site Technical Monitoring**

For each Measure installed and/ carried out by the Contractor, a C2 (mid-install) and C3 (post-install) Technical Monitoring inspection (as provided by Bristol City Council) shall be performed (as applicable) to ensure the quality, and Health and Safety standards, and the Ofgem Installer Guidance standards are met in full.

The Technical Monitoring inspection shall be performed by a suitably skilled and competent person to ensure correct installation of the Measure, and/or performance of the qualifying measure, and the results of the C2 and/or C3 inspection submitted to Bristol City Council as part of the Completion Documents (as applicable).

**Results of Technical Monitoring**

The Contract Administrator shall notify the Contractor by email of any Technical Monitoring failures carried out on any Measure within 2 Working Days of receipt of the results from the Technical Monitoring Organisation; normally this will be at the time of receipt.

Where the Contractor wishes to challenge the findings of the Technical Monitoring Report, the Contractor shall do so within 2 Working Days of receipt of such results, providing the rationale for the challenge and supporting evidence as relevant.

Bristol City Council shall notify the Technical Monitoring Organisation of the Contractor’s challenge, who shall refer to the relevant Ofgem Installer Guidance in relation to Technical Monitoring, and any relevant data obtained and held in relation to such Failure, and shall either accept or reject such challenge accordingly. The rationale for either decision shall be made known to the Contractor within 5 Working Days of receipt by Bristol City Council of the Organisation’s decision.

Where the challenge is accepted by the Organisation, the Failure shall be overturned, and no further action shall be required from the Contractor.

Where the Organisation rejects the Contractor’s challenge, the Contractor shall carry out all necessary remedial actions for such Failure. The Contractor recognises that in all cases above, the decision of the Technical Monitoring Organisation shall be final.

**Technical Monitoring Remedial Actions**

For each Failure as determined by the Organisation or Bristol City Council, the Contractor shall:

* where such Failure is deemed by Bristol City Council, at their sole discretion, to pose a health and safety risk to the customer or any persons at the Property, or who is at risk from the health and safety risk, to remedy such Failure to the required standards within 24 hours of being notified to do so;
* in all other cases, the Contractor shall remedy such Failure to the required standards within 5 Working Days of being notified to do so.

In all cases above the Contractor shall bear the cost of remedial action(s).

**Non-Access**

The Contractor shall, in all cases where remedial actions are necessary, issue a recorded letter to the customer requesting access to the property in which to carry out such remedial actions**.** Bristol City Council shall only accept, and subsequently make payments where the Contractor can produceone of the following as supporting evidence, where payments have already been made to the Contractor prior to the identification of a failure, Bristol City Council reserves the right to set-off funds outstanding to the Contractor:

* the signed letter that was returned, and confirmation that the mail or courier service that it attempted but failed to pass the letter on to the customer; or
* a copy of the signed letter sent to the customer, and confirmation from the mail or courier service that the customer signed for the letter;
* a written response from the customer refusing access; or
* written confirmation that the no response is received from the customer in the four weeks following acceptance of the recorded letter.

For all Works carried out by the Contractor in relation to Technical Monitoring, the Contractor shall refer to the relevant Ofgem Installer Guidance, documentation, and Technical Monitoring forms as set out on the Ofgem website. The link to access such information is as follows, which the Contractor acknowledges may alter from time-to-time:

<https://www.ofgem.gov.uk/publications-and-updates/eco3-monitoring>

**Technical Monitoring Failures**

The Contractor’s compliance to the Ofgem Installer Guidance standards in relation to its performance of the Works and subsequent provision of the Services shall be monitored and measured over a three month period, such period being determined in accordance with the Ofgem Installer Guidance (“**Reporting Period**”).

Bristol City Council shall notify the Contractor each month of the results of the Technical Monitoring inspections for the preceding months’ Works, the associated pass/fail rate and the cumulative pass/fail rate of the current Reporting Period. As a minimum the Contractor shall meet the pass rate as set out in the Ofgem Installer Guidance in aggregate in any one Reporting Period for each Measure installed within such Reporting Period.

Where the pass rate falls below the minimum compliance levels set out in the Ofgem Installer Guidance by Measure type and/in any one given month during such Reporting Period, the Breach points laid out in Appendix G apply.

The Contractor shall, within 48 hours of the request to do so, provide to Bristol City Council the following:

* details of whether the Contractor itself or a sub-Contractor was responsible for the failed Measure and/(s);
* the name of the individual person who installed the failed Measure

The Contractor shall, where requested to do so by Bristol City Council, remove either the sub-Contractor or the Operative from performance of the Works and/or delivery of the Services until such a time as the Contractor can satisfy Bristol City Council that such person(s) has been retrained, and attained the necessary levels of competency necessary in order to meet the required Service and Ofgem Installer Guidance standards. Reinstatement of the individual person(s) shall be subject only to written permission by Bristol City Council.

Where the Contractor, and/or any sub-Contractor of the Contractor for the purpose of providing the Works and/or Services, fails to achieve the required pass rate as set out in this above in any one Reporting Period, Bristol City Council reserves the right to require the Contractor to carry out 100 per cent Technical Monitoring inspections on any Measure as advised by Bristol City Council for the relevant sub-Contractor and/or Operative at the Contractor cost.

**LOFT INSULATION**

This specification is for the work to be executed in the supply and installation of Loft Insulation toany private property, , as instructed by Bristol City Council.

The work to be carried out shall not have a detrimental effect on the property and shall not compromise the safety of the household or the contents or the structure. The Contractor shall ensure that all legal and statutory obligations in relation to the work are met.

Quality of work

All work is to be carried out in strict accordance with all current British Standards, Codes of Practices, BBA certification & Manufacturer's instructions.

Materials

This specification is for the work to be executed in the supply and installation of Loft Insulation. All work is to be carried out in strict accordance with all current British Standards, Codes of Practices & Manufacturer's instructions and Building regulations (Part L).

Prepare, install and lay mineral wool roll or slab insulation to ensure a total depth of minimum 300mm, to provide a minimum U-value of 0.16. Some properties will have no or very little insulation, others will have up to 200mm and require top up insulation to make a minimum 300mm total depth.

Insulation should be laid in strict accordance with the manufacturer’s instructions, and be laid as defined in BS 3533:1981 to loft area and in contained “bag” on reverse of the loft hatch, install draught excluder to living accommodation side of loft hatch.

Materials on site are to be kept free from moisture and frost.

All materials shall be approved by the relevant authority and meet BS5803: 1985 and installed to code of practice 7880.

Where any insulation is installed additional ventilation is to be provided above the insulation. This can be in the form of ventilator wedges or other system as deemed appropriate for the purpose.

**Contractor**

The Contractor shall be a current registered member of the National Insulation Association (NIA) and shall carry out the work in accordance with the ‘code of professional practice’ as set by the NIA.

To be able to carry out work to ECO eligible properties the Contractor needs to be PAS2030:2019 (transitioning onto PAS2035) B09 and B010 certified. The Contractor must also be Trustmark registered.

**Pre-insulation survey**

A pre-installation survey must be carried out by a trained assessor (who may be the installing technician), to ascertain the suitability of the property prior to providing a completed rate card to the installations team (see customer journey Appendix H).

Where problems are specifically identified, any reasons for not being able to carry out the works in accordance with this specification should be recorded and the customer and the installations team advised.

Any areas not to be insulated are to be agreed with the customer and recorded, and that recorded information is to be shared with the installations team.

The survey should confirm that there is suitable ventilation in the roof space to prevent condensation. If there are distinct signs of inadequate ventilation, such as mustiness, wet or dry rot, or mould growth, the works shall not progress until the ventilation issue is addressed, unless the Contractor can address the requirements with the installation of ventilation wedges or another approved system. Recommended remedial action should be recorded in the survey report and the customer and installations team advised. Where there is currently insufficient ventilation in place the contractor should recommend to the customer the installation of adequate ventilation, and the most appropriate solution to achieve this.

There shall be no visible evidence of rainwater penetration, or leaks from any service pipes running through the roof space.

The ceiling shall be in a good visible state of repair and able to support the insulation.

There shall be no visible defects in the electrical wiring of the roof space, e.g. trailing cables or exposed wires.

The roof members shall be in a sound condition and any metal connectors not showing any visible corrosion.

There shall be no holes through the ceiling that cannot be sealed with suitable flexible filler or tape or a combination of the two. Any such defects should be noted and reported to the client.

Where the loft is boarded or part boarded for access or storage and it is not possible to install the required insulation under the boarding then this is to be noted and the customer advised. Where possible, the customer should be given the option to remove boarding to allow the full amount of insulation to be installed. Any agreement made with the customer to remove boarding; or partially insulate the loft space due to boarding should be communicated with the Service installations team at the point of returning the survey and rate card.

Properties where there are ‘sloping’ soffits (where the room protrudes in to the roof space to the eaves) are to be identified. Where it is possible fibre batt insulation is to be installed between the rafters from the loft space, providing that suitable ventilation can be maintained. Where this is not possible this needs to be recorded and the client informed. See Insulation to sloping soffits.

Where the pre-insulation surveys identifies that the level of insulation is up to standard (in excess of 210mm depth), is fully boarded or is not suitable to have additional insulation to be installed no survey payment will be made. Any costs to cover abortive surveys should be included in the price adjustment to the Schedule of Rates (Clause 3.4.3).

Where a loft has a low pitch or other restrictions that make it unsuitable for standard additional loft insulation, no survey payment will be made and the contractor is to recommend any suitable alternative methods of insulation, i.e. sprayed insulation.

It is assumed that installations can be carried out from a suitable loft hatch or other access via a suitable ladder. Where scaffolding or any other form of access other than ladders is required to carry out the installation, it is to comply with the H&S regulations, the Contractor is to advise the client and agree the process/ cost for providing the required access at the time of submitting the survey information and rate card. In a few instances there may be no existing suitable loft access, in these cases the contractor will be expected to install a suitable loft hatch in an agreed location.

In some situations access to the loft space may be via a communal area (i.e. tenanted or sub-divided properties) and not the customer’s flat. Where this is the case a visit with the Energy Service representative, customer’s landlord or other third party may need to be arranged, so that they can provide access to the loft space.

Asbestos and materials containing asbestos can sometimes be found in loft spaces, where this is found or the Contractor has concerns that a material may contain asbestos, this needs to be recorded and the customer/ installations team advised before any work is carried out.

Customers often use lofts for the storage of possessions. Where the location or quantity of possessions will adversely restrict the insulation works being undertaken, the Contractor is to request that the customer remove all or sufficient goods to allow the installation to take place. A timescale for this is to be agreed and a new appointment set with the customer if required. This is to be noted with the installations team as well as the customer.

The Contractor is to advise the installations team if a customer is not able to move sufficient goods to allow the Works to be carried out. There may be instances where it will not be possible for the customer to arrange for these items to be cleared, i.e. through infirmity, disability etc. In this instance the contractor is to offer to remove the items to an agreed location within the property to allow for the insulation works to be carried out. The items will not be returned to the loft. The contractor is to price for this on a time basis of up to 30 minutes and up to 60 minutes. This information should be provided on the returned rate card.

The Contractor will provide the information required at Survey stage to ensure that the installations team is able to claim ECO funding against the installation. This ‘deemed score’ survey information is provided in Appendix F.

Where existing loft insulation is of a depth of 100mm or less, a pre-existing loft declaration is to be signed by the Contractor and customer and secured to the loft at Survey stage, as per ECO funding requirements.

**All the above is to be carried out before installation commences.**

**Additional works**

Many uninsulated lofts are the result of the occupants being unable to remove items from their loft and dispose of them; due to the requirement to continue to use the loft for on-going storage; or because of inadequate access to the loft area for operatives to install insulation. Bristol City Council therefore invites tenderers to submit prices for works that would alleviate some of the blockers involved in completing outstanding installations on these properties.

Loft clearance - Customers often use lofts for the storage of possessions. Where the location or quantity of possessions will adversely restrict the insulation works being undertaken, the Contractor is to request that the customer remove all or sufficient goods to allow the installation to take place. A timescale for this is to be agreed and a new appointment set with the customer if required. This is to be noted with the installations team as well as the customer.

1. Loft clearance rubbish disposal – for customers who are unable to provide the disposal of waste from their property that will ultimately impede their interest in improving the insulation of their property. This should be costed at the local authority disposal rate for general household items. Where items fall outside of this a separate agreement will need to be reached with the customer and the Energy Service installations team.
2. Loft storage platform – provide details of a proprietary loft storage platform that can be installed on behalf of the customer at the time of installation to allow continued use of the loft space for storage without impeding the installation of insulation to approx. 300mm.
3. Loft hatch widening – provide costs for increasing the size of a loft hatch to allow the installation to occur. Costs should include; rafter trimming and battening out to form new opening; new loft hatch (complete with insulation and draught-proofing as outlined above); and suitable trim/architrave to complete surround. All new timber in living facing areas should be at least primed and undercoated in pure brilliant white paint. It is not anticipated that these works will require top-coating or touching up to surrounding ceiling areas.

Bidders are not required to give prices against works that they are not prepared to carry out.

**Installation**

The Works are to be carried out in strict accordance with the manufacturer’s instructions and as defined in BS3533:1981 to the loft area.

The Works are to be carried out in a manor ensuring the Contractor’s own safety and that of the householder and any other parties.

The insulation Works shall cover the entire loft space including access hatch, all tanks and pipes unless otherwise stated.

Where any existing insulation is impeding the required ventilation, this should be moved prior to the top-up being carried out. Where required rafter trays or similar shall be fitted to ensure the ventilation path remains open.

The insulation shall not enter the cavity of any cavity wall, but should butt against the cavity wall to minimise cold bridging.

The insulation shall be retained at a minimum distance of 75mm from all electrical apparatus penetrating the ceiling except for recessed light fittings that are “F-capped”.

Where possible electrical shower cables should be lifted so they run over the insulation, or where this is not possible the cables should not be covered by the insulation.

Install as per manufacturer’s instructions ventilator wedges to underside of the roof covering, in joints of the roofing to all roofs where none currently exist. The contractor is responsible for determining the correct amount of ventilator wedges to allow sufficient ventilation to the loft space and ensure that it is unimpeded by the installation of loft insulation.

Any un-insulated and vulnerable water tanks and pipe work in the roof space must be insulated to BS5422: 2001. Where any existing insulation is not to standard this is to be removed and new insulation applied. Water pipes and tanks are to be insulated with pre-formed foam pipe insulations and suitable tank and valve jackets to prevent freezing.

The loft hatch is to be insulated and draught sealed to BS7386.

#### Installation Procedure

The contractor is responsible for explaining all procedures involved in installing the insulation to the customer.

Insulation is to be laid between the ceiling joists to the depth of the joist. Additional insulation to make up to the required 300mm depth is to be cross laid at right angles to cover the joists, ensuring ventilation openings are maintained.

Where any tanks or pipes are insulated to the correct standard they shall be left as existing.

Where pipes run under or within the insulation then no additional insulation is required. Where a cold water tank is sited no more than 250mm above the ceiling, the insulation shall not be installed under the tank, but butt up against the tank insulation.

Where the pipes are for hot water, heat-resistant pipe insulation is to be used.

Existing loft insulation that is in good condition shall be left in place and topped up to achieve the required u-value or minimum depth of 300mm. Where the existing insulation is not fit for purpose, e.g. wet, heavily contaminated, it should be carefully removed, bagged up and removed from site. If this has not been identified prior to installation, and not included on the agreed rate card, the contractor shall be liable for replacing existing insulation for new at own cost, unless there was no practicable way that this could have been identified at survey stage.

Any ventilation inlets in the roof space inadvertently sealed by the installation shall be cleared of all insulation before leaving site.

The loft hatch cover shall be completely insulated in a contained ‘bag’ as far as practical to at least the same u-value as the rest of the loft. Draught excluder shall be fitted to the hatch door on the accommodation side of the hatch. Hatches are to be secured with hooks and eyes where there is no other latch in place. If it is not practical for the hatch to be insulated this is to be noted, with the customer and the installations team advised accordingly.

Any boarding for access or storage is to be maintained and not covered by insulation.

Two labels shall be fitted on adjacent sides of the loft access to warn the householder and workmen of the dangers when entering a loft space. Particular reference is to be made to the insulation material covering the ceiling joists. The wording of the notice is to be agreed with the client at the start of the contract, though suggested wording can be found below.

**Self-certification**

After completion of the work the Contractor shall provide a signed certificate to the installations team, the customer and a copy shall be pinned up in the roof space adjacent to the access point.

The certificate shall contain the following;

* A copy of the pre-insulation survey
* State the Contractor’s company name; registered address; and the name of the installing technician
* The property address
* Date of installation
* Area of loft insulated in m2
* Area left un-insulated with reason m2
* The specification and average thickness in mm of the material used for insulation of the loft, water tank, pipes, loft hatch
* Type of ventilation installed
* The materials used for the lid of the cold water tank.
* Advice on actions to be taken if the insulation material becomes damaged or wet

The certificate shall also contain the following comment;

*The insulation fitted in the loft is a major part of the building energy efficiency provision and should not be removed or disturbed unless for essential work. If such work is carried out and the insulation has been moved it must be carefully replaced in its original position, with particular care taken to maintain the ventilation paths especially at the eaves.*

The Contractor will require the customer/tenant to sign a copy of the PAS2035 certificate and the handover/snagging document provided by the installations team, to confirm that works have taken place to their property and that they are satisfied with the work. This is known as the customer sign-off sheet or handover document. Please refer to the Customer Journey (Appendix H) for timescales and KPIs (Appendix G) for impact on missing these details. See amended clause 2.11

**CAVITY INSULATION**

**The work**

This specification is for the work to be executed in the supply and installation of Cavity Wall Insulation to any privately owned within the BS postcodes, North Somerset and BANESwhich have cavity walls and as instructed by Bristol City Council’s installations team.

Also within this area there are an unknown number of properties where there are defects within the existing cavity insulation causing unintended consequences to the property. These properties may require extraction, cavity clearing and re-insulating.

The work to be carried out shall not have a detrimental effect on the property and shall not compromise the safety of the household or the contents or the structure.

The Contractor shall ensure that all legal and statutory obligations in relation to the work are met.

Quality of work

All work is to be carried out in strict accordance with all current British Standards, Codes of Practices, BBA certification & Manufacturer's instructions.

Checks are to be made via visual inspection that the pattern of holes complies with the requirements above.

Injection of the material takes place at each hole to complete the filling of the cavity space.

Materials

Prepare, install and fill external wall cavity, with resin-bonded graphite coated polybeads, that will meet a Thermal conductivity value of 0.033 cavity wall insulation, in strict accordance with the manufacturer’s instructions. Materials are to be stored and transported in accordance with the manufactures instructions.

**Mineral wool or foamed insulation will not be accepted.**

Products to be used to be BBA certified for the use and location with a minimum 25 Year guarantee. A copy of the appropriate BBA certificate is to be provided with the return of the tender.

Target densities within the cavity are to strictly comply with the manufacturer’s instructions.

Materials on site are to be kept free from moisture. Binding agent on site must not be allowed to freeze.

**Contractor**

The Contractor shall be a manufacturer approved installer and a current registered member of the Cavity Insulation Guarantee Agency (CIGA) and one or more of the following organisations;

* National Insulation Association (NIA)
* British Board of Agrément.
* Trust Mark Aprroved and Accredited
* PAS2030 / PAS2035
* ECO appropriate guarantee accreditation.

To be able to carry out work to ECO eligible properties the Contractor needs to be PAS 2030:2019 (transitioning into PAS2035) and Trustmark certified.

**Cavity requirements**

For the purposes of pricing this tender it is assumed that cavity width is between 50mm and 75mm wide, and will not exceed 12m in height. It is assumed that each wall skin is no less than 75mm thickness masonry (brick, block, stone block) construction, for the works to be carried out.

The cavity must be closed at the top of the wall, sleeved around any pipes and air vents, and closed at the head of any opening.

The cavity wall insulation is to be supplied with an approved and certified air drying adhesive binding agent to provide long-term stability to the insulation.

The product must be installed only where there are no signs of dampness on the inner face of the cavity wall other than those caused solely by condensation.

External wall skins must be in a good state of repair & must show no evidence of frost damage. Mortar joints must show no more than hairline cracks.

Cavity ties are to be in a suitable sound condition, with no signs of extensive corrosion. The cavity is not to be blocked or restricted by debris held within the cavity.

**Pre-insulation survey**

Buildings should be suitable when assessed in accordance with BS 8208-1: 1985.

Surveys must be carried out by a trained assessor (who may be the installing technician), to ascertain the suitability of the property or properties by means of a borescope survey to each wall or other agreed means.

A survey report, including photos, is to be prepared and held at the Contractor’s office; a copy of that survey report is to be provided to the installations team.

Where particular problems are specifically identified, any reasons for not being able to carry out the works in accordance with this specification should be recorded and the customer and installations team advised.

Any areas not to be filled are to be agreed with the customer and installations team for recording purposes.

Any special requirements for making good are to be recorded and agreed with the customer and reported to the installations team.

It is assumed that installations can be carried out from ground level or from suitable ladders or staging. Where scaffolding or any other form of access other than ladders or staging is required to carry out the installation to comply with H&S regulations, the Contractor is to advise the customer and WUB team and agree the process and cost for providing the required access and ensure that this is recorded on the property rate card.

**All the above is to be carried out before installation commences.**

Where the pre-insulation survey identifies that the cavity is already insulated without any defects to the insulation, the contractor is to report this to the customer and installations team, including type of cavity insulation found. If the cavity is found to be unsitable to be insulated, then the reasons are to be reported to the customer and installations team. Any costs to cover abortive surveys should be included in the price adjustment to the Schedule of Rates (Clause 3.4.3).

Where the property is found to already be insulated but the existing insulation is defective in any way, a detailed report is to be prepared by the contactor and provided to the customer and installations team. The report is to identify the reason and extent of the defect, recommendations for resolving the defect, any required drying out times and estimated cost for the remedial works and re-insulation.

**Installation**

Relevant British Standards, or equivalent, are to be adhered to when installing in close proximity to certain flues and heat producing appliances.

Essential ventilation openings, such as those providing combustion air or under-floor ventilation are to have adequate sleeving or cavity closures to ensure the prevention of blockage by the insulation. All such vents are to be checked before and after the installation process and left clear of any insulation materials.

The Contractor will be expected to register and produce a Cavity Insulation Guarantee Agency (C.I.G.A) Certificate for each installation. The Contractor shall submit the required certificate or building notice to Bristol City Council Planning and Building Regulations Department. Prices quoted shall include any fees payable.

The contractor must provide the customer with a 2 year insurance backed guarantee for the installation works. This is a requirement under ECO. The guarantee shall be provided to the installations team after installation sign-off and all paperwork is received. No payment will be made until all handover paperwork is received.

#### Installation Procedure

The product is installed using an approved blowing machine.

22mm diameter holes are drilled in the outer skin, spaced no more than 700mm horizontally and no more than 200mm from the top of the wall.

Injection holes are to be drilled below windows and obstructions, and along the sloping line of the gable roof as required by the manufacture to ensure target density is met.

Alternatively a series of holes can be drilled approximately 700mm horizontally and 200mm above the highest ceiling level. A further series of holes 2m apart are to be drilled at middle height of a two storey building to ensure complete fill of the cavity providing the required manufacture’s target density is met.

The product is injected into the cavity through a flexible pipe with non-directional nozzle. Holes beneath ground-floor windows are injected first and filling continues upwards until completion.

Any insulation that may be blown through top of cavity must be removed from site upon completion of the Works.

**Partial filling**

Partial filling of the gable apex is permitted providing the top of the wall is protected by the roof and the roof void is not an occupied space and the loft insulation is at ceiling level. The cavity insulation is to finish no less than 300mm above ceiling level.

Where a semi-detached or terraced property or isolated flat is to be treated, the insulation is to be contained by inserting cavity barriers at the line dividing the properties. This will be in the form of a continuous polypropylene brush permanently fixed.

**Cavity Wall Extraction**

Where the existing cavity wall insulation is found to be defective the contractor may be required to extract the existing insulation. This is to be done by forming holes at low level in the walls and drill holes at suitable places in the walls. The insulation is to be extracted by blowing compressed air at high level and sucking the insulation out into sealed bags/ containers. All insulation is to be removed from the cavity, collected and removed from site. Disposal of all materials should be in line with local authority requirements and comply to all waste disposal and waste sorting regulations.

Before extraction takes place the contractor is to ensure that essential ventilation openings, such as those providing combustion air or under-floor ventilation have adequate sleeving or cavity closures to ensure the prevention of debris from being blown into the property.

Any other waste/ rubble or builders materials found in the cavity, including those bridging the damp proof course, are to be removed by the contractor, forming access holes and carrying out all making good to the walls as required. Any removal of debris must be agreed with the customer at survey or prior to any works taking place, and recorded with the installations team accordingly.

On completion of the extraction the walls are to be fully surveyed using a borescope to ensure the cavity is clear and is free of damp etc. and suitable for refilling. A full report, including photos, on the survey is to be provided to the customer and the installations team.

The Contractor will require the customer/tenant to sign a copy of the PAS 2030 / PAS2035 certificate and the handover/snagging document provided by the installations team, to confirm that works have taken place to their property and that they are satisfied with the work. This is known as the customer sign-off sheet or handover document. Please refer to the Customer Journey (Appendix H) for timescales and KPIs (Appendix G) for impact on missing these details. See amended clause 2.11

The contractor will also be expected to provide a copy of the deemed score survey if this was not already supplied with the initial survey and rate card.

The Contractor shall provide a **twenty-five year** warranty for manufacturer’s defects and installation, which everything provided under the Contract is fit for the purpose for which it is intended and the Contractor shall replace or repair at no cost to the Employer any product which is not fit for the purpose for which it is intended or in which faults appear due to defective materials or workmanship. The Warranty shall cover all aspects of works and workmanship carried out as required by ECO conditions.

This all needs to be supplied within two days of completion to ensure compliance with the KPIs.

**Completion Paperwork and ECO Requirements**

All completion paperwork needs to be completed and returned within 2 working days (48 hours) with ECO paperwork completed and correct first time in a clear and readable format. Achieving a minimum of all documents being first time right in 80% of all handovers. A further 2 working days (48 hours) will be given for any errors that need to be corrected by the contractor.

Where the completion or ECO paperwork is returned incorrectly, to an unsatisfactory standard, ineligible, or incomplete and not rectified within the 2 working days (48 Hours) which results in Bristol City Council losing the funding for the measure, the contractor will be held accountable and invoiced for the full amount of ECO loss per property.

Where the ‘right first time’ drops below 80% this will impact the contractors KPI’s and may result in a performance review, Invoice reduction or the council considering their options.

**Complaints Handling Process**

**Complaints / Queries**

**Complaints received by Bristol City Council**

Where Bristol City Council receives a complaint from a customer in relation to the Works or services performed by the Contractor they will notify the Contractor of the complaint within 2 working days of the complaint being received. The Contractor will contact the customer within 3 working days, by phone and/or arrange to visit the customer where appropriate. Where a site visit is carried out the Contractor will complete the remedial work (where necessary) and resolve the issue. The Contractor will update the Contract Administrator by email of the steps taken to resolve the complaint. The Contractor will ensure that the complaint is resolved within 15 working days of contacting the customer.

**1.2 On-Site complaints & Queries**

The Contractor shall immediately notify Bristol City Council of all complaints and/or queries received from a customer, giving full details. Where such complaint or query takes the form of a letter to the Contractor, a copy shall be forwarded to Bristol City Council on the day of receipt. Bristol City Council shall act as the liaison between the customer and the Contractor.

Bristol City Council shall so far as possible attempt to resolve the problem or query with the customer or customer’s nominated spokesperson and with the Contractor’s nominated person.

**Escalation of Customer Complaints and Queries**

Should Bristol City Council or the Contractor be unable to resolve the matter they shall take the following steps:

Where a complaint or query is not capable of resolution by Bristol City Council at the time of contact with the customer, Bristol City Council shall contact the Contractor to investigate and resolve. If required, a visit of the customer’s property shall be attended by both Parties, or by Bristol City Council’s nominated representative and the Contractor.

If the site investigation finds that there is a problem which the Contractor is capable of rectifying, and is suitably accredited, qualified and skilled to rectify, and where the customer gives consent permitting the Contractor to rectify, the Contractor shall perform the rectifications immediately and provide a summary of their findings and remedial action within 3 Working Days of completion.

Where, for any reason, the Contractor is not able to rectify the problem, the Contractor shall immediately contact Bristol City Council and advise the following:

* The nature, extent, and full detail of the problem;
* The reason why the Contractor is unable to rectify the problem; and
* The steps which the Contractor considers would need to be taken in order to rectify the problem.

**Rectification of Faults**

Where a problem affects the site which has arisen in the course of or as a result of the provision of Works or there is a fault with the installation of the Measures the Contractor shall be responsible for the rectification of the problem at no cost to Bristol City Council or the customer.

Any such instances shall be reviewed by Bristol City Council and the Contractor during the course of Review Meetings.

**Arbitration of Customer Complaints & Faulty Services**

Where there is any dispute between Bristol City Council and the Contractor over the responsibility for damage, rectification, remedial works, or additional charges made to the customer, Bristol City Council reserves the right to instruct its Technical Monitoring Organisation to act as an independent arbitrator, whose decision shall be final. The costs of instructing the monitor shall be borne by the Party deemed responsible.

**Inspection of Services**

Monitoring of Services shall be carried out by Bristol City Council or Bristol City Council nominated party.

**Reporting and Review Meetings**

**Review Meetings**

The Contract Administrator and any other nominated representatives of Bristol City Council and the Contractor shall meet at a location, and on a frequency as advised by Bristol City Council (anticipated to be on a monthly basis) to carry out operational and strategic review meetings. Attendees for such meetings shall be invited from both Parties’ representatives and can include any other representatives whose attendance is considered to be material to the successful completion of the review process.

During any proposed review meetings the Parties may discuss and agree regular agenda items to include:

* review of performance against the KPI’s
* Breach points based on failure to meet KPI’s

In addition these meetings may also review the following outside of the measured KPI’s:

* General health, safety and environmental performance;
* Technical monitoring and quality performance;
* Compliance with regulatory requirements;
* Compliance with the Agreement and processes defined therein;
* Communication between the Parties, including communication with customers;
* Complaints received by either Party, root cause and preventative measures;
* Snagging and remedial actions, both carried out and outstanding;
* Corrective action plans as applicable;
* Any other commercial or operational issues relevant at the time;
* Customer pipeline, availability and lead-in times
* Surveying, programming and delivery issues

An agenda shall be issued by Bristol City Council to all attendees prior to the date of the review meeting, and shall identify any additional topics for discussion other than those identified above.

**Programme delivery meetings**

It is anticipated that the Contractor will have a weekly programme delivery meeting with the Contract Administrator or another nominated representative to track on-going delivery of the programme. This will cover, but is not exclusive to:

* Survey delivery
* Works in progress
* Snagging
* Completions
* Invoicing

Weekly update meetings will be recorded and the minutes distributed to the attendees and other relevant individuals who may be interested in the delivery of the scheme. The weekly progress meetings will help identify any long-term trends or blockages within the customer journey and delivery of the scheme to support the monthly review meetings.

**Reporting**

In order to assess the Contractor’s performance against the requirements of the Agreement and the KPI’s the Contractor shall provide regular reports, updates and service information, as reasonably requested by Bristol City Council, and in any reasonable format and delivery method requested by Bristol City Council.

**Appendix G – KPIs, Breach Points and Reporting/Reviewing**

**KPIs and incentives : Domestic loft and cavity wall insulation installation:**

***Performance Indicator Table 1***

|  |  |  |  |
| --- | --- | --- | --- |
| **Key Performance Indicator** | **Measure** | **Target** | **Incentive****The Council may consider its options. Performance Management or contract termination.** |
| 1. **Technical Survey – contact customer to arrange date for survey**
 | **Within 2 working days from the date of receiving notification from BCC Energy Service installations team** | **95%** | **Below 90%** |
| 1. **Return completed rate card**
 | **Within 2 working days from the date of undertaking survey** | **95%** | **Below 90%** |
| 1. **Provide Deemed Score survey**
 | **With completed rate card and survey documentation** | **98%** | **Below 90%** |
| 1. **Confirm starting date with customer and commence works on agreed starting date**
 | **Yes/ No** | **95%** | **Below 90%** |
| 1. **Handover paperwork completed and returned**
 | **Within 2 working days from the date of completion** | **98%** | **Below 90%** |
| 1. **Handover paperwork that has been completed correctly**
 | **First time/ no corrections or chasing required** | **95%** | **Below 90%** |
| 1. **Health and Safety failures (non- reportable incidents)**
 | **Must not fall below 90%** | **90%** | **Below 80%** |
| 1. **Complete Energy Company Obligation Technical Monitoring requirements**
 | **Must not fall below 90%** | **90%** | **Below 80%** |
| 1. **Customer Satisfaction score**
 | **Not less than 3 which means service is satisfactory. See table 4 below** | **95%** | **Below 90%** |

**Appendix H – Customer Journey**

Customer

BCC

Contractor

**Key**

KPI’s

Customer Enquiry

Customer doesn’t wish to proceed

BCC filter interest

Technical survey requested

Rate card reviewedd

Customer signs & pays BCC 50% as deposit

Start date agreed between customer & Contractor

Work commences on agreed date

Work completed

H&S and Technical monitoring

Handover/sign off

Handover documents sent to BCC

Customer satisfaction survey

2 Days

2 Days

Min 3

Calls to arrange survey

Rate card sent to BCC

Quote generated & sent to customer

Yes/ No

Exit survey

90% min

BCC pays invoice\*

2 Days

 DAY

**\* The above sets out the basic customer journey, KPIs and payment process, however the payment regime applies and this should be read in conjunction with Clause 4.5.2 – the Contract Administrator certifies payment. Clause 4.5.2 sets out the due date for payment and clause 4.6.1 sets out the final date for payment.**

**APPENDIX I - Contractor Accident/Incident reporting Guidance form**

|  |  |  |  |
| --- | --- | --- | --- |
| **Date of Accident/ Incident:** |  **01 / 01 / 2020**  | **Time** | **24hr Clock** |
| **Location of Accident/ Incident (address):** | **Full address of site or worksite** |
| **Location on the site:** | **Roof, Drive, Garden, Stairwell, Kitchen, Floor1, 2, 3, 4. Office, Workshop, Garage, Bedroom, Basement etc** |
| **Project/ Works being installed:** |  **Boiler installations, flue installation, service connections, gas and water pipework, radiators and pipework, flues, thermostatic valves** |
| **Task being performed:** | **Walking, Driving, Manual handling, Mechanical handling, Using Power tools. Using Hand tools, Climbing, Working at height, Confined space, working with gas** |
| **Equipment in use:** | **Ladders, Scaffold, Mobile elevated work platform, hoist, Power tools, Hot works, Hand Tools, Pumps, Generators, Plant, Measuring equipment, Materials (Sand, Cement, Lime, Timber etc), Product being installed.** |
| **Description of Accident/Incident:** | **Details of what has happened or the potential hazard** |
| **Category of Incident** | **First Aid, Near miss, No injury, Dangerous occurrence, Hazard (something with the potential to cause harm) Safety non-conformance (breach HSE regulation), Environmental non-conformance (breach of EA legislation), Environmental release, Environmental spillage, Fatality, Animal attack, Medical treatment case, Property damage, Security issue, Vehicle collision** |
| **Has any evidence been collected from the scene** | **Yes** | **If yes give details** | **Photos of scene/ damaged tools and equipment** |
| **No** |
| **Is the incident RIDDOR Reportable** | **Yes** | **Category of incident** | **Immediately reportable e.g. Fatality, Dangerous occurrence, Injury to member of public, Major injury.** |
| **No** |
| **Has the RIDDOR been reported** | **Yes** | **Name of Reporter** | **Person who reported.** | **Ref No.** | **Given by HSE** |
| **No** |
| **Is the injured person an employee of yours or a sub-contractor** |  | **If sub-contractor please give company name** |  |
| **Is injured person one of the following** | **Customer** |  | **Visitor** |  | **Member of public** |  |
| **Name and Address of Injured Persons or Persons Involved:** |  | **Tel No:** |  |
| **Male/ Female:** |  | **Age** |  |
| **Nature of Injury: (type of injury and part of body injured)** | **Cut, Graze, Bruise, Splinter, Strain, Sprain, Fracture, Pulled muscle, Unconscious, Shock, Allergic reaction, Sickness.** **Arm, leg, Fingers, Head, Shoulder, Back, Eye, Nose Ear, Foot etc** |
| **Was Medical Treatment or First Aid treatment given** | **Yes** | **Details of treatment and by whom**  | **Plaster/ Bandage applied, Eye washed etc./ By whom Doctor/ Nurse/ First Aider- Name** |
| **No** |
| **Was injured person taken to Hospital** | **Yes** | **Details of Hospital location etc.** | **Worthing A+E**  |
| **No** |
| **Did the Accident/ Incident cause an employee to be absent from work** | **Yes** |  |
| **No** |

|  |  |  |  |
| --- | --- | --- | --- |
| **Did the Accident/ Incident result in the employee doing restricted duties** | **Yes** | **What restricted duties is the employee doing and is this part of their normal job** | **Computer based work, Ordering Supplies, Cleaning etc** |
| **No** |
| **Additional comments or information:** | **Any additional information that you feel is relevant to the Accident/ Incident.** |
| **Name, address, tel. of Witnesses:** |  |
| **Name of Bristol City Council Contract Manager** |  |
| **Name of Person Making the Report:**  |  | **Company Name** |  |
| **Job Title:** | **Site Manager/ Foreman** | **Tel No:** |  |
| **Electronic Signature:** |  | **Date and time:** | **02 /01/ 2020** |

***Performance Indicator Table 2- Performance breaches point system***

|  |  |  |  | **A** | **B** | **A + B =C** |
| --- | --- | --- | --- | --- | --- | --- |
| **PI no** | **Performance Criteria** | **Performance Indicator Description** | **Monthly Target Level (number errors)** | **Number of Breach Points Per One Site Occurrence**  | **Number of Breach Occurrences in Reporting Month** | **Total Number of Breach Points** |
| **PI1** | **Survey** | **Customers contacted within 2 days of notification from BCC** | **0** | **2** | **1** | **3** |
| **PI2** | **Survey** | **Return completed rate card within 5 days of survey** | **0** | **1** | **1** | **2** |
| **PI3** | **Survey** | **Provide Deemed Score survey for ECO with survey info** | **0** | **2** | **1** | **3** |
| **PI4** | **Delivery** | **Confirm start date with customer and start works on agreed start date** | **0** | **1** | **1** | **2** |
| **PI5** | **Delivery** | **Completed handover paperwork returned within 2 days of completion** | **0** | **2** | **1** | **3** |
| **PI6** | **Delivery** | **Handover paperwork correct every time** | **0** | **2** | **1** | **3** |
| **PI7** | **H&S** | **Reportable incidents**  | **0** | **1** | **1** | **2** |
| **PI8** | **Technical Monitoring** | **Failures** | **0** | **2** | **1** | **3** |
| **PI9** | **Customer satisfaction** | **Customer exit/satisfaction survey. Not just completions** | **0** | **1** | **1** | **2** |
|  |  |  |  |  | **Cumulative Total Number of Breach Points D** | **23** |

***Percentage Deductible (Table 3)***

| **Total Number Of Breach Points In One Month = D** | **Percentage Deductible %** |
| --- | --- |
| **0 - 4** | **0%** |
| **5 – 10** | **5.00%** |
| **11 – 20** | **10.00%** |
| **21 – 30** | **15.00%** |
| **greater than or equal to 31** | **20.00%** |

* **Reporting periods on a monthly basis and are non-cumulative**
* **Contractor to be given 1 month to correct non-performance from previous month and in the event of non-compliance a financial adjustment will be made.**
* **The Employer may, by notice to the Contractor, terminate the Contractor’s employment under this contract if the Contractor persistently fails to achieve the targets for the key performance indicators**

**Notes:**

* **Clause 4.3.4 allows the deduction to be made against any order so that it is easy to administer. For the avoidance of doubt, the Employer may make such deduction from the payment of an amount due to the Contractor in respect of any completed Order.**
* **A report of performance in a format prescribed by the contract administrator against each Key Performance Indicator is to be provided at intervals of every three months and to be sent to the contract administrator.**

**Table 4 – Customer satisfaction scores**

|  |  |
| --- | --- |
| **Score** | **Definition of Score** |
| **5** | **Contractor is exceptional customer service** |
| **4** | **Contractor is delivering above satisfactory but there may be minor areas for improvement.** |
| **3** | **Satisfactory delivery of service though areas for improvement may be identified; i.e. communication with customer; starting work when agreed; completing work as agreed; politeness of staff** |
| **2** | **Contractor is not delivering as required** |
| **1** | **Contractor is providing a poor service** |

1. An ECO Appropriate guarantee is one that has been approved by Ofgem, the latest list can be found here: <https://www.trustmark.org.uk/ourservices/financial-protection> [↑](#footnote-ref-1)