

**Provision of Building & Refurbishment Works for Properties in Blackpool**

**Estimated Work Package Values £15k - £400k**

**Reference: (DN549770)**

**GENERAL SERVICE SPECIFICATION**

The service provided must be in accordance with the requirements detailed below and Blackpool Housing Company Terms and Conditions.

**Provision of Building & Refurbishment Works for Properties in Blackpool**

**Outline Requirements**

Blackpool Housing Company (BHC) are looking to appoint around 12 Contractors on a framework to provide building works and refurbishment work to Blackpool Housing Company properties. On occasion Blackpool Housing Company may allocate work on Lumen Housing owned properties. Lumen Housing is a subsidiary of BHC. The Company has an existing arrangement for small-scale, low-value works up to £15,000 but this contract will cover larger jobs estimated at costing between £15k - £400k, replacing other time-expired arrangements.

**Blackpool Housing Company (BHC) Background Information**

Blackpool Housing Company has been established to tackle some of the issues in relation to poor quality housing within Blackpool.

### The Company has an ambitious development programme which aims to deliver between 80 and 100 quality homes per year, over a 10 year period.

The portfolio currently consists of a mix of properties from apartments through to large houses, fully refurbished to a high standard.

Attention to detail is one attribute that enables the Company to provide a top quality product designed to meet the needs of our tenants whilst providing a positive impact in the areas that we operate.

The business is driven by a set of core values that are:

* Offering quality, choice and value for money
* Providing a friendly customer service
* Being socially responsible
* Having respect, integrity and honesty
* Appreciating and valuing people

Contractors appointed to this framework are expected to share these values and to have the same desire to create a top quality product through an attention to detail.

More information about BHC can be found here: <http://myblackpoolhome.co.uk/>

Lumen Housing Limited is a registered provider subsidiary of Blackpool Housing Company. BHC and Lumen have overlapping aspirations to raise the quality of rented accommodation in the inner areas of Blackpool through acquisition, refurbishment and management of the homes they are responsible for. Lumen shares these ambitions by seeking to acquire empty homes and improve them through a combination of investment and better standards of management, but also by providing secure, affordable tenancies to support the occupants into stable lifestyles.

More information on Lumen can be found here: [http://lumenhousing.co.uk](http://lumenhousing.co.uk/)

**Detailed Requirements**

**General**

Building works and refurbishments in this context are deemed to be any property (or unit within a property) which requires general building work or trade skills e.g. plumbing, joinery, electrical and any combination of these and others with a maximum estimated value between £15,000 and £400,000.

Such properties are likely to be newly acquired and require significant re-modelling and refurbishment before the property can be let out to prospective tenants.

Some of the newly acquired properties might be non-residential e.g. guesthouses and hotels which require conversion into residential use so all aspects of the trade such as removal of paraphernalia associated with the guest house trade might be required e.g. signage, reception areas right through to structural elements such as rebuilding walls, re-roofing and structural steel will be in scope.

However, existing residential properties are also in scope and may require significant re-development to decent home standards. Each project is unique but is likely to require attention by multiple trade specialists.

The overall desire is to provide good quality amenity and space standards within all of our properties.

Where necessary, buildings will be remodelled to achieve a better and more spacious layout, renew services, wall finishes, kitchens, bathrooms, heating systems, windows, doors, roofs and damp proofing. These works will be delivered consistently in line with a product specification (provided at the competitive bidding stage), meaning similar brands and materials will be used across the portfolio to support maintenance and lifecycle renewal. Jobs will vary in scale and complexity within the value levels outlined.

It is also likely that during the life of the framework that specification change to manage the transition towards reduced and then zero carbon will be embraced. Additional attention to heating systems, insulation and origin of materials to meet Company and Government / Building regulations are inevitable. Contractors will be expected to work with BHC to ensure that best practice and best value solutions are found that consider lifecycle and tenant running costs and operation.

Designs will be provided by BHC for each project.

Contractors are expected to have a mix of skills available (either in-house or sub-contracted) to accommodate the varied nature of the jobs.

All Building & CDM regulations should be adhered to as are in force, or may come into force over the course of the contract.

Industry best practice must also be demonstrated. If there are any new techniques, products or practices that would improve the efficacy, efficiency, finish or value then the Contractor has an obligation to share such knowledge with the BHC Project Manager.

The majority of properties will be located within Blackpool. Properties will most likely be vacant while the work is being carried out, although some decent home improvements will occur with tenants in situ, but consideration may need to be given to other building users, neighbours and businesses. This will depend on the scope and scale of the work being undertaken.

Although each project is bespoke in nature and it is difficult to provide details of a typical project, below are examples of the types of project that would be expected of a Contractor:

* Guest house refurbishment, extensions removed and property remodelled into new dwelling(s) compliant with BHC specification, Building Regulations, Employers requirements and other relevant standards.
* Existing HMO reduced in density and refurbished to contain fewer self-contained dwelling(s) that meet relevant planning and building regulations standards e.g. Decent Homes standards.
* Single dwelling refurbishment e.g. re-roof, damp-proofing, central heating, insulation, kitchen and bathroom works e.g. Decent Homes Standard.

Each project will have an allocated BHC Project Manager that the Contractor should report to during the project. All works to be completed to the full satisfaction of the BHC Project Manager and in-line with the design and work package specification provided by BHC.

Any variations from the specification, drawings or schedules of work are to be agreed, in writing, by BHC/Project Manager in advance.

The nature of any such project awarded on this contract will be discussed between parties before any work commences to ensure that no pertinent issues remain, a contractor pre-commencement meeting will be undertaken and recorded. This will include a handover of documentation including any drawings, specifications or schedules of work that may be outstanding. Also any product variations and supply issues determined.

The project work is varied by nature and consequently BHC cannot guarantee volumes or values of work that might be required on this contract.

**Warranties**

All work should carry warranties, the following is required as a minimum:

* Structural work: minimum 6 months warranty
* Mechanical, Engineering and Electrical: minimum 12 months (M&E)
* Product Warranties: As manufacturers standard

**Legal / Competency**

All work should be carried out in line with all Building Regulations that are either in force or come into force during the contract term.

In addition, Contractors should adhere to all Construction, Design and Management Regulations that are either in force or come into force during the contract.

Contractors should adhere to all Health & Safety and Site Rules.

The Contractor should operate in a fully compliant manner with any other Acts or Legislation that is either in force or comes into force during the contract period for the purposes of this Contract.

**Notice and Turnaround Time**

Given the commercial nature of this business, turnaround times for completion of work should be as quick and efficient as is practicable and typically most should be completed within 2-26 weeks.

Contractors are to provide a detailed programme from start on site to completion.

The BHC Project Manager will provide as much notice as can feasibly be granted in each specific project but rapid mobilisation is a priority given the scope and scale of works envisaged.

**Hours of operation**

Actual hours worked on each project is determined by the Contractor. However, no overtime, nights, weekend or bank holiday working is expected on this contract.

**Issues Arising on Site**

In general, any issues which alter the time, cost or practical delivery of the project should be reported as soon as possible to the BHC Project Manager.

The Contractor must ensure that their employees are fully trained and competent in identifying asbestos. The discovery of asbestos in a friable condition must be reported immediately to the BHC Project Manager.

Personnel shall be inducted and comply with all site rules whilst working on the project.

**Quality & Finish**

In order to maintain BHC’s position in the market, workmanship must be top quality. Finishing and detailing is important.

In general, products should be fixed, applied, installed or laid securely, accurately, plumb, neatly and in alignment and in accordance with manufacturer’s instructions.

Finished work should not be defective, damaged, dirty, faulty or out of tolerance.

Workmanship should be to a standard which meets all relevant regulations and codes of practices.

E.g. plastered surfaces should be smooth and trowel-mark free, painted surfaces should be uniformly coloured, joinery should be gap free and so on.

Any existing finished work should be protected during the works e.g. using protective covers, screening, sheeting or removal from location whilst work is in progress.

**Maintenance requirements**

Work must be carried out with ease of maintenance in mind e.g. services should be accessible.

**Materials & Parts**

Contractors must provide their own materials (as specified) unless otherwise stated. Materials supplied should be consistent e.g. same colour and type / matching in accordance with any specification given. Where a particular make / model is required this should be provided. Any substitute products / materials must be agreed with the BHC Project Manager in advance.

The Contractor must ensure that, wherever applicable, all materials used and replacement parts shall conform to all relevant British Standards.

Materials must be new unless otherwise agreed with the Project Manager.

**Documentation**

Product Documents, if applicable, should be provided to BHC including but not limited to:

* Warranties / Guarantees
* Operating instructions
* Maintenance schedules
* Installation guidance.
* Any commissioning certification
* Any other documentation as appropriate

Where products are not documented they should be of a kind and standard appropriate to the nature and character of that part of the works where they will be used. Suitable for the purposes stated or reasonably to be inferred.

The project O&M manuals, Home User Guides (HUG’s) and Health & Safety file is to be provided at least 2 weeks prior to practical completion in an agreed format for approval.

**Tools**

Contractors should provide all tools, small plant and equipment to fulfil the job.

Tradespeople should be skilled, competent and trained in their correct use.

**Skip hire, Permits, Vehicles & Other ancillary items**

When pricing for a job, skip hire and all other ancillary items should be included in the quote. The Contractor shall strive to recycle waste materials wherever practicable.

It is the Contractor’s responsibility to arrange the ancillary items as required.

Contractors must hold and maintain throughout the period of the Framework all valid licences and permits lawfully required for the provision of the service. Copies of such licenses shall be required together with details of membership of any applicable trade organisation. Copies of documents e.g. waste transfer notes shall be made available to BHC as required.

Any vehicles utilised under this contract should be in good repair, fit for purpose with valid MOT, road tax and insurance. Vehicles should be parked legally, courteously and allow access for emergency vehicles at all times.

BHC will not be liable for any costs not outlined in your cost proposal. The price given is expected to be a fully inclusive price.

**Resourcing & Supervision**

Resourcing and Supervision at site will be undertaken by the contractor.

The BHC Project Manager will be available on site periodically and will be on hand to answer any queries that may arise or to consult over any issues.

**Personnel & Sub-Contracting Issues**

The Contractor shall select, employ, train, furnish and deploy in and about the performance of these services only such persons as are of good character and who are appropriately skilled and experienced.

The Contractor shall ensure that all staff have a current CSCS card (if applicable) suitable for the duty employed.

Specific work which requires an accreditation or qualification to carry out e.g. electrical work requiring NICEIC or gas work requiring Gas Safe status should only be carried out by qualified personnel.

The Contractor has the responsibility for training personnel and keeping qualifications and industry knowledge up to date for the contract period. Training matrices should be provided to BHC in a timely manner.

The Contractor is responsible for ensuring that all personnel employed on a project are equipped with relevant PPE e.g. safety boots, goggles as necessary.

The Contractor is responsible for welfare of personnel whilst on site.

Personnel shall comply with all site rules whilst working on the project.

All personnel remain in the employment of the successful Contractor for the duration of the contract. BHC shall have no responsibility for payroll, pensions or any other HR related issues. The successful contractor should ensure that personnel employed on this contract have the relevant employment contracts in place with such personnel (e.g. have the right to work in the UK, hours, conditions, pay rates, holiday entitlements all should align with those required by this contract etc.). The successful tenderer shall comply with any statutory requirements in relation to recruitment.

The successful Contractor shall use all reasonable endeavours to ensure that it’s subcontractors are managed appropriately. The same standards and requirements expected of the main contractor shall be extended to any sub-contractors e.g. trained, competent, supplied with PPE and tools etc.

Occasionally, DBS checks for personnel may be required. Contractors should either have or be prepared to obtain DBS checks for personnel where required.

**Health & Safety Provisions**

The Contractor and his staff shall comply with all relevant statutory requirements, and shall carry out all works to a standard that will enable BHC’s obligations under the Health & Safety at Work etc. Act 1974 to be met.

The Contractor's staff shall be required at all times to perform in a manner that is safe both to themselves (including the wearing of safety kit and PPE) and safe to residents and all other persons likely to be affected by the Contractor’s activities, including members of staff and members of the public.

BHC's Representative or Safety Officer shall have the authority to immediately stop the Contractor's staff if they are considered to be working in an unsafe manner, and they shall not resume until a safe method of working has been agreed. Any cost or delay resulting there from shall be the responsibility of the Contractor.

The Contractor shall submit a copy of his Company's Health & Safety Policy Statement for retention by BHC.

BHC to provide the contractor with pre-construction information and any available Health & Safety information for all notifiable projects, to enable the contractor to produce their CPP, (Construction Phase Plan).

The Contractor shall act as the Principal Contractor and shall provide for the health, safety and welfare of people at work and those who may be affected by their operations. They must be able to demonstrate how they meet their employer’s duties under ‘The Health and Safety at Work Act 1974’ and ‘The Management of Health & Safety at Work Regulations 1999’. The Principal Contractor will ensure they are aware of and comply with their duties under relevant acts, regulations and standards as applicable to their area of operations. This will include but not be restricted to ‘The Construction (Design and Management) Regulations 2015’ and associated legislation. In particular, they must have policies and procedures that ensure:

* risk assessments,
* safe systems of work,
* method statements and
* work permits are implemented as applicable.

**Assessment of Risks**

The Contractor, in fulfilling his statutory duty-of-care to his employees under the Management of Health & Safety at Work Regulations 1999, shall make an assessment of the risks to which the Health & Safety of his employees would be exposed whilst they are at work; and of the risks to the Health & Safety of persons not in his employ out of or in connection with the conduct by him or his undertaking. Risk assessments should be accessible to the Project Manager prior to work commencing.

The risk assessment shall pertain to the actual premises and equipment in question, and not premises or equipment in general.

The Contractor shall undertake a full written assessment, taking into account his entire sphere of operation and recording all significant findings of that assessment.

A copy of each risk assessment shall be submitted to BHC with a clear and prioritised indication of any remedial measures that need to be implemented by BHC.

The Contractor shall regard the risk assessment(s) as a duty to be carried out within the contract price for the whole job and at no additional cost to BHC.

**Record Keeping**

The successful tenderer will institute, keep and maintain proper and sufficient record in connection with business conducted under this contract for the duration of the service being delivered and for a period of 12 months after.

Invoices should be sent in monthly and the terms are for payment of undisputed invoices within 28 days. Each invoice should include the following information:

1. Site name
2. Date(s) work carried out
3. Order number
4. Description of work carried out
5. VAT where applicable shall be shown separately on all invoices as a strictly net extra charge.

**How the Framework will operate**

**Selection to get on the Framework**

Blackpool Housing Company wishes to appoint around 12 Contractors in total to this flexible framework who can clearly demonstrate the ability to meet our requirements and who offer the most economically advantageous tender.

Submissions will be assessed on the basis of their quality and indicative pricing (70% Quality / 30% Price).

**Mini-Competition (once on the Framework)**

Contractors who have been notified that they have successfully gained a place on the framework will be invited to participate in mini-competitions for each job that arises. Contractors on the framework will be approached with a brief / schedule of works for the project and given approximately 2 weeks to submit a price. The winning Contractor will be chosen on the basis of availability and pricing.

**Periodic Re-Opening of the Framework**

In order to allow removed suppliers and new suppliers to effectively compete and to fill places from removed suppliers, the framework may be re-opened periodically for new applications. The process for selection remains as before.

**De-selection from the Framework**

Contractors are expected to price works and take an active part in the mini-competition bidding process. Contractors who do not partake in a mini-competition 5 consecutive times will be assumed to have no interest in continuing their participation in the framework and will be removed from the framework accordingly.

The work is varied by nature and consequently BHC cannot guarantee volumes or values of work that might be required on this contract.

**Terms and Conditions**

Successful Contractors will sign up to an over-arching framework agreement. Each project successfully awarded will be done using the Joint Contracts Tribunal suite of products. Most commonly the JCT Minor Works Building Contract 2016 (MW2016) will be used with the following clauses amended:

* Clause 4.1 – VAT: This will be set at the appropriate rate for the particular project covered
* Clause 4.3 – Payment Terms: These will be set at 28 days

Alternative JCT and / or other contracts may be used on an individual project basis and details will be advised as part of the mini-competition stage.

**Social Value & Supplier Charter**

The primary purpose of BHC is to create the circumstances whereby it is able to make a critical intervention in the private rented market in the inner areas of the Town. Put simply, this will be achieved through the acquisition of poor quality property and its improvement in order to provide high quality homes, offering our customers more and better choices. Living in our homes should enable our customers to take positive steps in their lives and our investment should also help to stabilise communities and improve the environment of the areas we are investing in.

Our core values include a commitment to act in a socially responsible manner. Creating a positive social impact as a result of our activities is an important element of how we will measure the success of a project.

In 2006, the Sustainable Procurement Force described social value as “a process whereby organisations meet their needs for goods, services, works and utilities in a way that achieves value for money on a whole life basis in terms of generating benefits to society and the economy whilst minimising damage to the environment”.

Whilst there are many facets to this and numerous definitions of social value, the type of projects the Company is undertaking places a significant emphasis on value for money, otherwise schemes would not be able to proceed. The Company therefore considers the following question;

If £1 is spent on delivering a service, can that same £1 also be used to gain wider community benefit?

Our concern is to ensure that the Company secures maximum benefit from its investment in a scheme. Therefore, it is clear that elements including the use of local labour, creation of training opportunities for local residents, the use of local sub-contractors and supply chain are critical to achieving our aims. Wider community impact including engaging with community groups, schools and volunteering goods or services into the local community are also relevant activities.

Blackpool Council has adopted a Supplier Charter which encapsulates the principles of;

* Local employment
* Local supply chains
* Good employer
* Green & sustainable
* Best practice processes
* Supporting our communities

BHC supports these principles. Businesses wishing to work with / partner with BHC will need to demonstrate their commitment to meeting our quality, price and social value aspirations.

**Declaration of a Climate Emergency**

In response to a number of reports and sources of information, on 26th June 2019 Blackpool Council agreed to declare a Climate Emergency that requires urgent action. The Council therefore commits to a number of actions, the most pertinent of which to this tender are shown below:

Overall, the Council is aiming to make it’s activities net-zero carbon by 2030. Contractors can contribute to this by considering other actions that could be implemented, including (but not restricted to): renewable energy generation, use and storage, suitable waste management, sustainable procurement and product choices, use of electric vehicles infrastructure and encouraging alternatives to private car use, increasing the efficiency of buildings, in particular to address fuel poverty; innovation throughout the refurbishment process raise awareness and share good practice;

 Blackpool Housing Company fully supports this approach and is asking Contractors and their supply chain to evidence their commitment and activities to support the above.

**Non-Compliance**

The Contractor will comply with the requirements described in the Specification and will seek to remedy within a reasonable timescale any instances of non-compliance identified by BHC. BHC and the Contractor should use their best endeavours to ensure compliance. However, BHC conclude that progress towards compliance is not achievable then BHC will provide a minimum of 3 months’ notice of termination of the agreement (unless agreed otherwise). Three months’ notice is required by the Contractor for the termination of the contract.